

JUL 27 AM '80
H.C. HUNTERSLEY

BOOK 1522 PAGE 731

MORTGAGE OF REAL ESTATE

State of South Carolina
County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

This Mortgage made on or as of the 23rd day of September 1980 between
Ward S. Stone, 15 N. Irvine Street (hereinafter called "Mortgagor"), residing at

County of Greenville the State of South Carolina, and the United States of America,
(hereinafter called "Mortgagee"), acting by and through the Department of Housing and Urban Development, having a
Regional Office at Room 645 Peachtree-Seventh Building in the City of Atlanta, County of Fulton, and State of
Georgia.

WITNESSETH, that to secure the payment of an indebtedness in the principal amount of Fifty Thousand, and no/100
Dollars (\$ 50,000.00, with interest thereon, which shall be payable in accordance with a certain note, bond or
other obligation (which note, bond or obligation is hereinafter called "Note"), bearing even date herewith, a true and
correct copy of which, exclusive of the signature of the Mortgagor, marked "Schedule A", is annexed hereto and made a
part hereof, and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the pro-
visions of the Note and this Mortgage, the within written Mortgage is given.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the said debt and sum of money aforesaid, and for
the better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars
(\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these
presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these
presents does grant, bargain, sell, and release unto the said Mortgagee, its successors and assigns, the following de-
scribed real estate, to wit:

ALL that lot of land on the north side of Rutherford Road, near the
City of Greenville, Greenville County, South Carolina, and having
according to a plat made by Dalton & Neves, Engineers, December 1951,
recorded in the R.M.C. Office for Greenville County in Plat Book "T"
at Page 382, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northwest corner of the intersection
of Rutherford Road and Marie Street and running thence along the north
side of Rutherford Road, S. 71-48 W. 132 feet to an iron pin; thence
N. 32-07 W. 208.7 feet to an iron pin; thence N. 54-06 E. 149.7 feet
to an iron pin on the west side of Marie Street; thence with the west
side of Marie Street, S. 27-22 E. 250.9 feet to the BEGINNING.

ALSO:

ALL that lot of land situate on the west side of Marie Street, near
the City of Greenville County, South Carolina, and having according
to a survey made by Dalton & Neves, Engineers, February 1952, the
following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of Marie Street at the corner
of the lot above described, said pin also being 250.9 feet north from the
northwest corner of the intersection of Rutherford Road and Marie Street,
thence S. 54-08 W. 149.7 feet to an iron pin; thence N. 32-07 W. 121 feet
to an iron pin; thence N. 55-45 E. 159.0 feet to an iron pin on the west
side of Marie Street, S. 27-22 E. 117 feet to the BEGINNING.

THE tract of land last described is subject to a right of way to Southern
Bell Telephone Company, right of way to Duke Power Company, right of way
to Northgate Water and Sewer District Commission and a portion of said
property that lies within the boundary of Marie Street is subject to the
right of way for street purposes.

DERIVATION: This being the same property conveyed to the Grantor in Deed
Book 155 at Page 278 recorded on November 1, 1968 from J.H. Sitton.
TOGETHER with all appurtenances thereto and all the estate and rights of the Mortgagor in and to such property or
in any wise appertaining thereto: all buildings and other structures now or hereafter thereon erected or installed, and
all fixtures and articles of personal property now or hereafter attached to, or used in, or in the operation of, any such
land, buildings or structures which are necessary to the complete use and occupancy of such buildings or structures for
the purposes for which they were or are to be erected or installed, including, but not limited to, all heating, plumbing,
bathroom, lighting, cooking, laundry, ventilating, refrigerating, incinerating and air-conditioning equipment and
fixtures, and all replacements thereof and additions thereto, whether or not the same are or shall be attached to such
land, buildings or structures in any manner.

TOGETHER with any and all awards now or hereafter made for the taking of the property mortgaged hereby, or any
part thereof (including any easement), by the exercise of the power of eminent domain, including any award for
change of grade of any street or other roadway, which awards are hereby assigned to the Mortgagee and are deemed a
part of the property mortgaged hereby, and the Mortgagee is hereby authorized to collect and receive the proceeds of
such awards, to give proper receipts and acquittances therefor, and to apply the same toward the payment of indebted-
ness secured by this Mortgage, notwithstanding the fact that the amount owing thereon may not then be due and pay-
able; and the Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other
instruments sufficient for the purpose of assigning each such award to the Mortgagee, free, clear and discharged of any
encumbrances of any kind or nature whatsoever; and

TOGETHER with all right, title and interest of the Mortgagor in and to the land lying in the streets and roads in front
of and adjoining the above described land (all the above described land, buildings, other structures, fixtures, articles
of personal property, awards and other rights and interests being hereinafter collectively called the "mortgaged
property").

TO HAVE AND TO HOLD the mortgaged property and every part thereof unto the Mortgagee, its successors and
assigns forever for the purposes and uses herein set forth.

AND the Mortgagor further covenants and agrees with the Mortgagee, as follows:

Greenville County Redevelopment Authority, Greenville, S.C.
Bankers Trust Plaza, Box PP-4

073

4328 RV-2