8008 1555 FAGE 734

HUD FORM 6238 (S. C.) (8/27/71) DONN NAMERSLEY

MORTGAGE OF REAL ESTATE

State of South Carolina County of Greenville

*individually and as trustee for Mary Lucas Mitchell and H. Lucas Mitchell,Jr

TO ALL WHOM THESE PRESENTS MAY CONCERN:

This Mortgage made on or as of the 14th of October 1981 between C/O 301 College Street ... Hudson, & H. Lucas Mitchell*(hereinafter called "Mortgagor") residing at in the City 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.

Fifty

WITNESSETH, that to secure the payment of an indebtedness in the principal amount of Twenty-Two Thousand Eight Hundred Dollars (\$ 22,850.00), 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 provisions 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 described real estate, to wit:

ALL that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, being known and designated as Lot No. 2 according to a plat by R. E. Dalton, Engineer, dated September 19, 1921, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of West Park Avenue, corner of Lot 1 and running thence with said avenue, N. 75-40 W. 42.6 feet to an iron pin; thence N. 20-03 E. 148 feet to a stake; thence S. 70-29 E. 43.3 feet to a stake on a 10-foot alley in the rear of Lot 1; thence with said alley, S. 20-23 W. 10 feet to a stake; thence S. 20-23 W. 133.8 feet to the beginning corner. Also all of the grantors' right, title and interest in a strip used for ingress and egress, being a certain 10-foot alley situate in the rear of Lot 1 and adjoining the lot hereinabove described and having, the following metes and bounds:

BEGINNING at a stake, corner of Lot 2 and running thence with Lot 2 S. 20-23 W. 10 feet to a stake; thence with the line of Lot 1 S. 70-27 E. 43.3 feet to a stake on a 20-foot alley; thence N. 20-15 W. 10 feet to a stake, thence N. 70-25 W. 43.3 feet to the beginning corner.

THIS property is known and designated as Block Book No. 10-1-94.

DERIVATION: Bill B. Bozeman holds a 1/2 interest in said property, which was conveyed to him in the following manner: 1/4 interest by deed of Harriet H. Bozeman and Flora H. Sherman, recorded in Deed Book 842 at page 399, on April 22, 1968; and 1/4 interest by deed of Harriet B. Farmer formerly Harriet B. Leslie recorded in Deed Book 1118 at page 935 on January 15, 1980. Flora S. Hudson holds a 1/4 interest in said property, conveyed to her by deed of Harriet H. Bozeman and Flora H. Sherman, recorded in Deed Book 842 at page 399 on April 22, 1968. Gloria S. Mitchell received a 1/4 interest in this property by deed of Harriet H. Bozeman and Flora H. Sherman, recorded in Deed Book 842 at page 399, on April 22, 1968. Subsequently Gloria S. Mitchell died testate on October 4, 1976, as shown in Probate File 1443-13, leaving this property to her husband H. Lucas Mitchell individually and as trustee for their two children; Mary Lucas Mitchell and H. Lucas Mitchell, Jr., with the Trustee authorized to mortgage this property.

TOGETHEIL 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 indebtedness secured by this Mortgage, notwithstanding the fact that the amount owing thereon may not then be due and payable; 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 "mortagaged 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:

4328 RV-2

a property of the second of the second

经验的证据的证据