STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, MICHAEL D. POWELL AND JOYCE POWELL

(hereinafter referred to as Mortgagor) is well and truly indebted unto the GREENVILLE COUNTY REDEVELOPMENT AUTHORITY

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Eleven thousand four hundred forty-seven and 37/100------

Dollars (\$ 11, 447.37) due and payable

in 120 consecutive monthly installments of One hundred twenty-one and 46/100 (\$121.46) Dollars, due and payable on the 15th day of each month, commencing September 15, 1982,

with interest thereon from said date at the rate of five (5%) per centum per annum, to be paid: monthly.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagoe for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) 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 Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of GREENVILLE, in the Dunean Mills Village, being more particularly described as Lot No. 28, Section 4, as shown on a plat entitled "Subdivision for Dunean Mills, Greenville, S.C.", made by Pickell & Pickell, Engineers, Greenville, SC, on June 7, 1948, revised June 15, 1948 and August 7, 1948, and recorded in the R.M.C. Office for Greenville County in Plat Book S at Pages 173-177, inclusive. According to said plat the within lot is also known as Lot No. 78, Smythe Street and fronts thereon 58 feet.

DERIVATION: This being the same property conveyed to Michael D. Powell by virtue of a deed from Ralph O. Powell, Sr. and Hazel W. Powell, recorded in the R.M.C. Office for Greenville County in deed book 1020 at page 488 on June 27, 1975.

Greenville County Redevelopment Authority Bankers Trust Plaza, Box PP-54 Greenville, SC 29601

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual bousehold furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagoe, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises heireinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided berein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomseever lawfully eleming the same or any part thereof.

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