

GREENVILLE CO. S.C.  
SEP 11 1978 PM  
RECORDED

# 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 18 day of September, 1978 between  
Jesse J. Martinez (hereinafter called "Mortgagor"), residing at  
402 Hampton Avenue in the City of Greenville  
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 Twenty Seven Thousand Dollars  
Dollars (\$27,000.00), 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 piece, parcel or lot of land lying and being in the City of  
Greenville, County and State aforesaid and and lying on the northeastern  
side of Hampton Avenue and having the following metes and bounds to wit:

BEGINNING at a point on Hampton Avenue Avenue at the northwestern most  
front corner of property formerly owned by W.A. Briggs and running thence  
with the northeastern side of Hampton Avenue, N. 47-24 W. 68.75 feet, more  
or less, to a point on property formerly owned by John T. Bramlett;  
thence with the line of said property N. 38E. 220 feet, more or less,  
to a point on an alley; thence with the southwestern side of said alley  
S. 52E. 71.7 feet, more or less, to a point at the northeasternmost  
rear corner of property formerly owned by W.A. Briggs; thence with the  
line of said property, S. 40-W. 240 feet, more or less, to the point  
of beginning.

THIS property is known and designated as Block Book No. 18-1-18.

THIS is the same property conveyed to Jessie J. Martinez from  
Eunice T. Herd and is recorded in Deed Volume 1073 page 727 on  
February 16, 1978.

THE City assumes all stamps and recording fees. This  
mortgage is junior in lien to a mortgage given Jessie J. Martinez to  
First Federal Savings and Loan Association and is recorded in the RMC  
office in REM Volume 1423, page 422.

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: