

**MORTGAGE OF REAL ESTATE**

GREENVILLE FILED  
JAN 11 11 PM '80  
DONNIE S. TARKERSLEY  
R.M.C.

State of South Carolina  
County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

This Mortgage made on or as of the 8th day of January 19 80 between  
T. B. Henry (hereinafter called "Mortgagor") residing at  
16 Lawton 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.

and No/100 WITNESSETH, that to secure the payment of an indebtedness in the principal amount of Thirteen Thousand Four Hundred  
dollars (\$ 13,400.00 ), 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 certain lot of land located in the City and County of Greenville,  
State of South Carolina, on the East side of Lawton Avenue, and having  
the following courses and distances:

BEGINNING at an iron pin on the East side of Lawton Avenue, corner of  
property now or formerly of J. E. Covington, and running thence S. 71-1/2  
E. 183 feet to an iron pin; thence S. 18- 1/2 W. 45 feet to an iron pin; thence  
N. 71- 1/2 W. 183 feet to an iron pin on Lawton Avenue; thence with said  
Avenue N. 18- 1/2 E. 45 feet to the point of beginning.

DERIVATION: This is the same property conveyed to T. B. Henry from  
Kathryn C. Clary Smith (formerly Kathryn C. Clary) recorded in Deed  
Book 979, Page 171, July 17, 1973.

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:

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