HUD FORM (238 (S.C.) (8/27/71) BOOK 1500 PAGE 235

MORTGAGE OF REAL ESTATE

0. S. C.

State of South Carolina County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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This Mortgage made on or as of the 15t May May Regional Office at Room 645 Peachtree Seventh Building in the City of Atlanta. County of States of States of America.

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 certain piece, parcel or lot of land in the City and County of Greenville, State of South Carolina at the Northwest corner of Townes Street and Park Avenue (formerly Carrier Street) and having the following metes and bounds, to-wit:

BEGINNING at the Northwest corner of the intersection of said street and running thence along Townes Street N. 13 E. 85 feet to a stake corner; thence along a lot now or formerly of Ferguson N. 77 W. 121 feet to the lot now or formerly owned by A.A. Butler; thence along said lot S. 13 W. 85 feet to a stake on Parke Avenue; thence along said Park Avenue S. 77 E. 121 feet and 4 inches to the beginning corner.

THIS property is known and designated as Block Book No. 9-3-11.

THIS is the same property conveyed to M. Otis Hopkins and Brinnie B. Hopkins from The Peoples National Bank of Greenville, South Carolina as Trustee u/a with Josephine Newell dated August 30, 1949 recorded in Deed Book 742 page 84, February 11, 1964.

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 indebtedness secured by this Mortgage, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the Mortgager 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 Mortgageo, as follows:

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