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

GREENVILLE CO. S.C.
JAN 5 10 15 AM '81
DONNIE S. TANKERSLEY
R.M.C.

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 19th day of November, 1980, between Prince A. Brock and Edna B. Carter (hereinafter called "Mortgagor"), residing at 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 Nine Thousand Eight Hundred and No/100- Dollars ($ 9,800.00), 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 lying and being in the City of Greenville, County of Greenville, State of South Carolina, and being known as Lot No. 39 on a plat of East Over Subdivision, made by R. E. Dalton, Engineer, dated July 1920, and being recorded in the RMC Office in Plat Book F page 42 and having the following metes and bounds to wit:

BEGINNING at a point on the southwestern side of Beechwood Avenue and running thence with Beechwood Avenue N 22-26 W 60.1 feet to the joint corner of Lots 39 and 40; thence with line of Lot 40, S 64-30 W 156.4 feet to a point; thence with line of Lot 37, S 25-30 E 60 feet to a point; thence with line of Lot 38, N 64-30 E 153.2 feet to the point of beginning.

THIS property is known and designated as Block Book No. 197-4-4.

BEING a portion of the property conveyed to Prince A. Brock and Edna B. Brock by deed of Manley Furman Haywood recorded in the RMC Office for Greenville County in Deed Book 937 at page 477, on March 6, 1972. Edna B. Brock later conveyed her one-half interest in said property to herself as Edna B. Carter in Deed Book 942 page 17, recorded on April 25, 1972.

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 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:

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