MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 22 day of: July .19 82, among Jules P. & Caroline Charlotte Fratturo (hereinafter referred to as Mortgagor) and Allstate Enterprises, Inc. a Delaware Corporation (hereinafter referred to as Mortgagee): 401 McCullough Drive Charlotte, NC 28213

AND WHEREAS, to induce the making of said loan, Mortgagor has agreed to secure said debt and interest thereon (together with any future advances) and to secure the performance of the undertakings prescribed in the Note and this Mortgage by the conveyance of the premises hereinafter described:

NOW, THEREFORE, in consideration of the aforesaid loan and the sum of Three Dollars (\$3.00) cash in hand paid to Mortgagor, the receipt of which is hereby acknowledged, Mortgagor hereby grants, sells, conveys, assigns and releases to Mortgagee, its successors and assigns, the following described premises located in GREENVILLE

ALL that lot of land in Greenville County, State of South Carolina, on the western side of Providence Square, near the City of Greenville, being shown as Lot 3 on plat of Section 2 of Pelham Estates recorded in Plat Book PPP at page 119 and described as follows: BEGINNING at an iron pin on the western side of Providence Square at the joint front corner of Lots 2 and 3 and running thence along the joint line of said lots, N. 71-48 W. 198.41 feet to an iron pin; thence N. 18-07 E. 150 feet to an iron pin at the joint rear corner of Lots 3 and 4; thence with the joint line of said lots, S. 71-49 E. 198.92 feet to an iron pin on Providence Square; thence with said Providence Square, S. 18-12 W. 150.0 feet to an iron pin, the beginning corner.

213 Providence Square Greenville, South Carolina (Greenville)

This property being the same as that conveyed to Jules P. Fratturo and Caroline Charlotte Fratturo from deed of Edward H. Hembree Builders, Inc. dated 3/12/69 and recorded 3/13/69 in the R.M.C. Office for Greenville County, in Book 863, Page 646.

Being improved property known as 213 Providence Square, Greenville, according to the present system of numbering houses in Greenville, South Carolina.

STATE SOR OF STATE

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining. Including but not limited to all buildings, improvements, fixtures, or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and also together with any screens, window shades, storm doors and windows, screen doors, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not).

TO HAVE AND TO HOLD the same with all privileges and appurtenances thereunto belonging to Mortgagee, its successors and assigns, forever, for the purposes hereinafter set out and Mortgagor covenants with Mortgagee, its successors and assigns, that Mortgagor is seized of, and has the right to convey, the premises in fee simple; that the premises are free and clear of all encumbrances except for a prior Mortgage, if any; and that Mortgagor will warrant and defend title to the premises against the lawful claims of all persons whomsoever.

MORTGAGOR COVENANTS with Mortgagee, its heirs, successors and assigns as follows:

- 1. NOTE PAYMENTS. Mortgagor shall make timely payments of principal and interest on the above mentioned Note in the amounts, in the manner and at the place set forth therein. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.
- 2. TAXES. Mortgagor shall pay all taxes, charges and assessments which may become a lien upon the premises hereby conveyed before any penalty or interest accrues thereon and shall promptly deliver to Mortgagee (at its request) official receipts evidencing payment thereof. In the event of the passage after the date of this Mortgage of any law imposing a federal, state or local tax upon Mortgage or debts secured thereby, the whole principal sum (together with interest) secured by this Mortgage shall, at the option of Mortgagee, its successors and assigns, without notice become immediately due and payable.

8 476418

0

4328 RV.Z

MFU389