

DONNIE S. THOMPSON
THIS MORTGAGE made this 22nd R.M.C. day of April, 1983, among Charles F. & Frankie S. Robertson (hereinafter referred to as Mortgagor) and Allstate Enterprises, Inc. a Delaware Corporation (hereinafter referred to as Mortgagee): 401 McCullough Drive, Charlotte, North Carolina 28213

WITNESSETH THAT, WHEREAS, Mortgagor is indebted to Mortgagee for money loaned for which Mortgagor has executed and delivered to Mortgagee a Note of even date herewith in the principal sum of ten thousand sixty-nine & 00/100----- (\$ 10,069.00), the final payment of which is due on May 2, 19 88, together with interest thereon as provided in said Note, the complete provisions whereof are incorporated herein by reference;

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 County, South Carolina:

All that certain piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, on the southwestern corner of the intersection of Cunningham Road and Peachtree Street, being known and designated as Lot No. 1 of Cunningham Acres, Section III, as shown by plat entitled "Section III, Cunningham Acres," by C.O. Riddle, Surveyor dated April 8, 1971 and recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 4N at page 73 on March 24, 1972, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the western side of Cunningham Road and running thence S. 86-53 W. 110.1 ft. to an iron pin joint rear corner of Lot No.s 1 and 2; thence with the line of Lot No. 2, N. 03-10 W. 165.35 ft. to an iron pin on the southern side of Peachtree St., joint front corner of Lot No.s 1 and 2; thence with the southern side of said Peachtree Street N. 86-50 E. 140.0 ft. to an iron pin; thence with the curve of the southwestern corner of the intersection of Peachtree St. and Cunningham Road, the chord of which is S. 39-04 E. 29.3 ft., to an iron pin on the western side of Cunningham Road; thence along the western side of Cunningham Road S. 15-01 W. 149.6 ft. to the point of beginning.

This being the same property conveyed to the mortgagors herein by Deed of Joint Ventures, Inc. (Formerly Thrift Builders, Inc.) dated May 1, 1973 and recorded May 1, 1973 in Deed Book 973, Page 633, in the R.M.C. Office for Greenville County, South Carolina.

Being improved property known as 46 Cunningham Circle, Taylors, according to the present system of numbering houses in Greenville County, South Carolina.

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.

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