STATE OF SOUTH CAROLINA

FILED CO. S.C.

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 15th 4.5 day of EREX ruary among Lesley E. White & Laura D. White TANK (hereination of McCullough D. WITNESSEE WILL) __ (hereinafter referred to as Mortgagor) and Allstate Enterprises, Inc. a Delaware Corporation thereinable referred to as Mortgagee):

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 three hundred fifty-six & (\$ 10356.94), the final payment of which 19 89 is due on _ February 23 , 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 piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 19, as shown on plat of Central Realty Corporation, which plat is of record in the RMC Office for Greenville County, S.C., in Plat Book EEE, page 108, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Penarth Drive at the joint corner of Lots 18 and 19; running thence with Penarth Drive N 29-56 W 95 feet to an iron pin at the joint front corner of Lots 19 and 20; running thence N 60-04 E 170 feet to an iron pin; running thence S 29-56 E 95 feet to an iron pin; running thence S 60-04 W 170 feet to an iron pin on Penarth Drive, to point of beginning.

This being the identical property conveyed to the mortgagors herein by Deed of Coy L. Smith and Agnes M. Smith dated 6/4/73 and recorded 6/4/73 in Deed Book 976 at Page 47 in the R.M.C. Office for Greenville County, South Carolina.

Being improved property known as 407 Penarth Drive, Greenville, according to the present system of numbering houses in Greenville County, South Carolina.

STATE OF SOUTH CAROLINA DOCUMENTARY TAX

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, Extures, 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, it Psuccessors and assigns, forever, for the purposes hereinafter set out and Mortgagor covenants with Mortgagee, ith 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 ill 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:

- 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.
- 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 His Mortgage of any law imposing a federal, state or local tax upon Mortgage or debts secured thereby, the where 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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