STATE OF SOUTH CAROLINA COUNTY OF _Greenville

MORTGAGE OF REAL PROPERTY

MARSLEY 12 .19 <u>82</u> THIS MORTGAGE made this John R. and Mary F. Herbert (hereinafter referred to as Mortgagor) and Allstate Enterprises, Inc. a Delaware Corporation (hereinafter referred to as Mortgagee): 401 McCullough Drive, Charlotte, N.C. 28213

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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 Five Thousand & 00/100 (\$5000.00]__), the final payment of which March 26 _, 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, with all improvements thereon. or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, containing 1.1 acres, more or less, as shown on a plat of property of John R. and Mary F. Herbert prepared by Carolina Engineering and Surveying Company recorded in Plat Book 4E at page 133 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at a nail in cap in the center of Woodville Road, joint front corner of property of Tate and property of Canty and running thence with the center of said Road, N. 87-51 E., 75 feet to a point at said road; thence S. 30-30E., 198.5 feet to an iron pin; thence S. 55-08 W., 248.5 feet to an iron pin; thence N. 9 W., 300 feet to a nail in cap in the center of Woodville Road; thence with the center of said road, N. 79-11 E., 75.8 feet to the point of beginning.

ALSO: All that piece, parcel or lot of land in the State of South Carolina, County of Greenville, located on the southerly side of Woodville Road and having the following metes and bounds according to a plat prepared by Carolina Engineering and Surveying Co., dated July 13, 1973:

BEGINNING at a nail in cap in the center of Woodville Road at joint front corner of a 1.1 acre tract of John R. and Mary F. Herbert and running thence with the center of said Woodville Road, N. 85-29 E., 77 feet to nail in cap in center of said Road; thence with the line of property of Dogan, S. 35-19 E., 149.5 feet to an iron pin; thence continuing along said Dogan line, S. 67-39 W., 82.6 feet to an iron pin at the rear corner of a 1.1 acre tract of

(continued on attached)
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 Mortgagoe, 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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