



MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1133 PAGE 532  
BOOK 33 PAGE 596

26284

WHEREAS, John B. Ruschetti and Constance H. Ruschetti

(hereinafter referred to as Mortgagor) is well and truly indebted unto All-State Industries of N. C., Inc. 5002 Clifton Road, Greensboro, N. C.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Six Thousand Fifty Eight and 92/100 Dollars (\$6,058.92) and payable rents, issues and profits, including a reasonable rental to be fixed by the Court in the event said premises are sold, and payable mortgagee and after deducting all charges and expenses attending such proceeding and the execution of its trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.

(6) That if there is a default in any of the terms, conditions, or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party of any suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby be placed in the hands of any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

(7) That the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and of the note secured hereby, that this mortgage shall be utterly null and void; otherwise to remain in full force and virtue.

(8) That the covenants herein contained shall bind, and the ALCOA CREDIT COMPANY, its heirs, executors, administrators, successors and assigns, of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness: B. J. [Signature] Date 9/14/75  
Witness: [Signature] By [Signature] BRANCH MANAGER  
OCT 9 1975  
LE 2 6 100 9608

The undersigned expressly agree jointly and severally to remain and continue bound for the payment of the sum provided for by the terms of this note notwithstanding any extension or extensions of the time of, or for the payment of said sum, or any change or changes in the amount or surrender of any collateral held as security for this note and waive all and every kind of notice of such extension or extensions, change or changes and agree that the same may be made without the joinder of the undersigned.

It is expressly agreed and declared that this note is given as consideration for the actual sale of goods and services. This note is secured by a mortgage of even date conveying property in Greenville County, South Carolina.

PAID AND SATISFIED IN FULL  
ALCOA CREDIT COMPANY  
Date 9/14/75  
Witness: B. J. [Signature]  
John B. Ruschetti (L.S.)  
Constance H. Ruschetti (L.S.)  
BY [Signature] BRANCH MANAGER  
OCT 9 1975

GREENVILLE CO. S. C. 5568

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