STATE OF SOUTH CAROLINA)
COUNTY OF Greenville)

MORTGAGE

BOOK 1552 PAGE 917

WHEREAS, Henry Murray Davis, III and Carol F. Davis (hereinafter called the mortgagor), in and by his certain note of even date, stands firmly held and bound unto General Finance Corporation of South Carolina (hereinafter called the mortgagee) for the payment of the full and just sum of Twenty-eight Thousand Five Hundred Twelve and NO/100*** ($ 28,512.00) Dollars, payable in 72 monthly installments of $396.00 each, with the entire balance, if not sooner paid, being due February 2, 1988, with interest, as in and by the note, reference being had thereto, will more fully appear

NOW, KNOW ALL MEN BY THESE PRESENTS: That the mortgagor, for and in consideration of the debt or sum of money aforesaid, and to better secure its payment to the mortgagee according to the condition of the note, and also in consideration of the further sum of THREE ($3.00) DOLLARS to the mortgagor in hand well and truly paid by the mortgagee at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the mortgagee, its/his successors, heirs and assigns, the real property described as follows:

HENRY MURRAY DAVIS, III and CAROL F. DAVIS, Their Heirs and Assigns Forever:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot W-25, Section 4 West, Whippoorwill Development Corporation, as shown on plat thereof recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book 4R, at Page 26; reference to said plat being craved for a metes and bounds description thereof.

THIS is the identical property conveyed to the Grantor herein by deed of Whippoorwill Development Co., Inc., dated 7/27/73, recorded in Deed Book 980, Page 285.

THIS conveyance is made subject to all restrictions, easements, roadways, setback lines, zoning ordinances and rights of way, if any, which may affect the property hereinabove described.

AS a part of the consideration herein, the Grantees do hereby specifically assume and agree to pay that certain mortgage in favor of Fidelity Federal Savings and Loan in the original amount of $33,800.00, recorded in Mortgage Book 1286, Page 131, which mortgage has an existing balance of $31,534.01.

DOCUMENTARY STAMP TAX 28.00

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the premises belonging, or in anywise appertaining.

TO HAVE AND TO HOLD, all and singular the premises unto the mortgagee, its/his successors, heirs and assigns forever.

AND the mortgagor does hereby bind himself and his heirs and successors to warrant and forever defend all and singular the premises unto the mortgagee, its/his successors, heirs and assigns, from and against himself and his heirs and successors, lawfully claiming, or to claim the same, or any part thereof.

AND IT IS AGREED, by and between the parties that the mortgagor, his heirs and successors and assigns, shall keep any building erected on the premises insured against loss and damage by fire for the benefit of the mortgagee, for an amount not less than the sum shown above, with such company as shall be approved by the mortgagee, its/his successors, heirs and assigns, and shall deliver the policy to the mortgagee; and in default thereof, the mortgagee, its/his successors, heirs or assigns may effect such insurance and reimburse themselves under this mortgage for the expense thereof, together with interest thereon at the rate provided in the note from the date of its payment. And it is further agreed, in the event of other insurance and contribution between the insurers, that the mortgagee, its/his successors, heirs and assigns, shall be entitled to receive from the aggregate of the insurance monies to be paid a sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the parties, that if the mortgagor, his heirs and successors or assigns, shall fail to pay all taxes and assessments upon the premise when they shall first become payable, then the mortgagee, its/his successors, heirs or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the sum so paid, with interest thereon at the rate provided in the note from the date of such payment.

AND IT IS AGREED, by and between the parties that upon any default for a period of more than ten days being made in the payment of the note or of the insurance premiums, or of the taxes, or of the assessments hereinabove mentioned, or failure to pay any other indebtedness which constitutes a lien upon the real property when the same shall severally become payable, then the entire unpaid amount of the debt (less any rebate of unearned Finance Charge) secured or intended to be secured hereby shall become due, at the option of the mortgagee, its/his successors, heirs or assigns, although the period for the payment thereof may not then have expired.

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