

SEP 25 2 34 PM '80
JOHN H. TANKERSLEY
R.M.C.

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STATE OF SOUTH CAROLINA)
COUNTY OF Greenville) MORTGAGE

WHEREAS, James N Curcio and Rita M Curcio (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 Six thousand five hundred

(\$ 5588.00) Dollars, payable in 36 monthly installment eighty eight dollars and no/100 at 183.00 each with the entire balance, if not sooner paid, being due

September 19 19 83, 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:

All that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, shown and designated as Lot No. 170 on plat of BRENTWOOD, Section NO. 4, as recorded in Plat Book 5-D at Page 43, and a more recent plat of Property of James Leary Builders, prepared by Richard D. Wooten, Jr., dated April 2, 1979, and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Ment Drive, joint front corner of Lots 170 and 171, and running thence along said Ment Drive, N. 21-27 W. 105 feet to an iron pin; thence with the intersection of Ment Drive and Brentwood Way, N. 24-47 E. 34.6 feet to an iron pin; thence turning and running along Brentwood Way, N. 71-00 E. 125.35 feet to an iron pin; thence turning and running along the rear line of Lot 170, S. 19-55 E. 127.2 feet to an iron pin; thence turning and running along the common line of Lots 170 and 171, S. 69-59 W. 146.71 feet to an iron pin on Ment Drive, being the point of beginning.

This is the same property conveyed to the Grantor herein by deed of Rackley Builder-Developer, Inc., dated June 4, 1979, and recorded June 5, 1979, in Greenville County Deed Book 1104 at page 138.

This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights-of-way, if any, affecting the above described property.

As part of the consideration for this conveyance, the Grantees hereby assume and agree to pay the balance on that mortgage from Grantor to First Federal Savings & Loan Association, dated June 4, 1979, and recorded June 5, 1979, in Greenville County FFM Volume 1469 At Page 177, in the original principal.

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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