

STATE OF SOUTH CAROLINA

Nov 13 11 09 AM '73

COUNTY OF GREENVILLE

DOLORE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

BOOK 1295 PAGE 147

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, VIRGINIA D. ROGERS

(hereinafter referred to as Mortgagor) is well and truly indebted unto DAVID PAVLUK and SONIA PAVLUK

(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 **Thirty Thousand Five Hundred and No/100**-----

Dollars \$ 30,500.00 due and payable

To be paid \$3,000.00 plus interest one (1) year from date, and \$1,500.00 plus interest each six (6) months thereafter until November 5, 1978 at which time the remaining balance will be due,

with interest thereon from date at the rate of **Eight** per centum per annum, to be paid: **annually for first year and semiannually thereafter.**

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain 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, in Fairview Township, containing **75.5 acres, more or less, according to a survey and plat made by J.W.-J.R. Crawford, L.S., dated September 18, 1957 and having, according to said plat, the following metes and bounds, to wit:**

Beginning at an iron pin, corner of other lands of Lilla H. Jones and running thence N 26-30 E 152 feet to an iron pin, corner with other lands of Lilla H. Jones on the Howard line; thence with the Howard line, N 26-30 E 2,032 feet to a rock; thence S 82 E 121 feet to a rock; thence N 27-30 E 978 feet to an iron pin; thence N 73 E 138 feet to an iron pin in the southeastern edge of Durban Creek; thence with the creek as a line, S 81-30 E 170 feet; thence S 66-30 E 310 feet; thence S 77 E 240 feet; thence N 82-30 E 260 feet to a corner on Garrett line in said Creek, also corner with lands of Goldsmith; thence with the Goldsmith line, S 29-W 2,300 feet to a rock; thence S 24-10 W 1,200 feet to an iron pin; thence N 65 W 644 feet to an iron pin; thence N 65 W 105 feet to an iron pin; thence N 64-30 W 105 feet to an iron pin; thence N 63-30 W 237 feet to an iron pin, being the point of beginning. LESS, HOWEVER, Lot 25, 5, part of Lot 4 and part of Lot 26 as shown on a plat of Viewpoint Acres, recorded in the RMC Office for Greenville County in Plat Book 4-R, at Page 7.

The mortgagee shall release from this mortgage, the lots on the platted portion of said plat at the rate of \$700.00 per lot and undeveloped portion as shown on the plat at the rate of \$700.00 per acre. If during the first year 5 or more lots or acres are released the payment to principal shall be waived. The privilege of waiver of payment to principal shall extend to each six month period thereafter.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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