

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DAVID PAVIUK AND JAMES E. WOLNICK

(hereinafter referred to as Mortgagor) is well and truly indebted unto HOMER STYLES

(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 TWENTY THOUSAND AND NO 100  
-----  
Dollars (\$20,000.00) due and payable

DUE AND PAYABLE IN FIVE (5) YEARS.

with interest thereon from date at the rate of EIGHT per centum per annum, to be paid: ANNUALLY

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, Saluda Township, and according to survey made by W. A. Hester, January 3, 1926, containing 86.45 acres and according to said plat having the following metes and bounds, to wit:

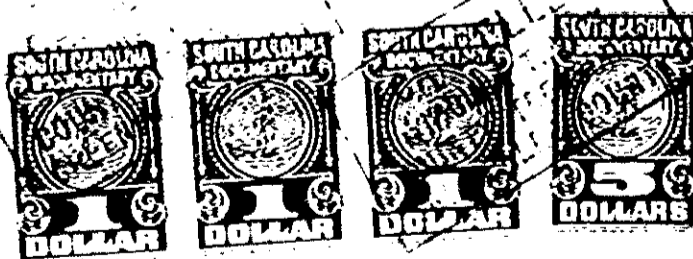
BEGINNING at a point on the northeasterly side of an unnamed road and running thence N. 33 1/2 W., 719.4 feet; thence N. 24 W., 100.32 feet; thence N. 1 E., 1379.40 feet; thence N. 19 W., 369.6 feet; thence S. 84 W., 2327.22 feet; thence S. 43 E., 926.6 feet; thence S. 31 E., 528 feet; thence S. 16 E., 976.8 feet; thence S. 59 E., 270.6 feet to a dogwood on road; thence with said road the following courses and distances, to wit: S. 37 E., 99 feet; N. 76 1/2 E., 318.12 feet; thence N. 60 1/2 E., 132 feet; thence S. 73 E., 122.76 feet; thence S. 34 E., 231 feet; thence S. 43 3/4 E., 204.6 feet; thence S. 55 1/2 E., 174.24 feet to the point of beginning. Block Book Reference 450-522.3-1-2.

ALSO: All that certain piece, parcel or lot of land situate, lying and being in Greenville County, S.C., being known as Tract No. 7 according to the subdivision and plat of lands of J. C. Allen, deceased, made by B. F. Neves, Surveyor, July 15 and August 16, 1915, containing 11 1/2 acres and according to said survey having the following metes and bounds, to wit:

BEGINNING at a stone and running thence N. 1 1/2 E., 4.50 chains; thence N. 58 1/2 E., 3.94 chains; thence N. 25 1/2 W., 23.60 chains; thence S. 1 W., 16.90 chains; thence S. 33 1/2 E., 12.90 chains to the point of beginning. Block Book Reference 450-522.3-1-3.

This is the same property conveyed to the mortgagors by Deed to be recorded of even date herewith.

Release acreage at \$750.00 per acre or seventy five per cent (75%) of sales price which ever is greater. Acreage for new roads to be released upon acceptance by Greenville County Engineer.



Together with all and singular rights, members, herditaments, 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.

9593

4328 RV-2