

DEC 14 10 31 AM '76

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLEDONNIE S. TANKERSLEY
R.M.C.MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DAVID PAVLUK AND JAMES D. WOZNICK

(hereinafter referred to as Mortgagor) is well and truly indebted unto OLLIN J. OWENS AND J. GLENWOOD CLAYTON

(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 THREE THOUSAND THREE HUNDRED AND NO/100

Dollars (\$ 3,300.00) due and payable

in two (2) annual installments with the first payment being due one year from date.

with interest thereon from DATE at the rate of SEVEN 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:

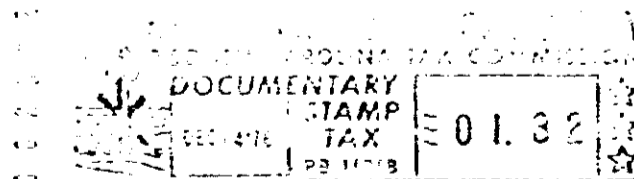
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, being known and designated as 38.72 acres, as shown on a plat of property of J. Glenwood Clayton and Ollin J. Owens, prepared by C. O. Riddle, Reg. Surveyor, dated September 1976 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southern edge of Beaver Dam Road (S-177) at the joint corner with property now or formerly of C. M. Morgan and running thence with the Morgan property line, S. 31-32 E., 86.4 feet to an iron pin; thence continuing with the Morgan property line, S. 62-50 E., 1,017.5 feet to an iron pin on the property line of Marvin Fulton; thence with the Fulton line, S. 45-50 W., 423.9 feet to an iron pin at the joint corner with property of Ollie Lee; thence with the Lee property, S. 45-53 W., 491.1 feet to an iron pin on property line of Bobby L. Hawkins; thence with the Hawkins property line, N. 77-40 W., 494.2 feet to an iron pin; thence S. 23-18 W., 123.2 feet to an iron pin; thence N. 64-21 W., 545.3 feet to an iron pin; thence S. 71-14 W., 608.6 feet to the center line of County Road; thence with the approximate center of said County Road, the following courses and distances: N. 10-54 W., 29.6 feet; N. 0-03 W., 121 feet; N. 6-37 W., 142.8 feet; N. 16-06 E., 164.4 feet; N. 15-50 W., 100 feet; N. 5-34 E., 163.6 feet to a nail in cap in the approximate center of said County Road; thence leaving said County Road, and running N. 76-46 E., 379.4 feet to an iron pin on the southern edge of Beaver Dam Road; thence with the southern edge of Beaver Dam Road, the following courses and distances: N. 81-02 E., 100 feet to an iron pin; N. 72-36 E., 126.3 feet to an iron pin; N. 67-26 E., 764.5 feet to an iron pin, being the point of beginning.

This is the same property conveyed to the mortgagor by Deed of the Mortgagees, dated December 13, 1976 and recorded in Deed Book 1047 at page 363 on December 14, 1976.

It is understood and agreed that this mortgage shall be second and junior in lien to that certain mortgage held by Bank of Travelers Rest in the amount of \$14,500.00, recorded in the RMC Office for Greenville County in Mortgage Book 1385 at page 147.

Mortgagor's address: Mr. J. Glenwood Clayton
14 Starsdale Circle
RT 7 Greenville, S.C.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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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