

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

DEC 22 11 52 AM '76  
MORTGAGE OF REAL ESTATE  
BONNIE S. TANKERSLEY  
R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

271700  
12E

WHEREAS, DAVID PAVLUK AND JAMES D. WOZNICK

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. P. ROBERTSON

(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 TWO THOUSAND AND NO/100 ----- Dollars (\$ 22,000.00 ) due and payable

in five annual payments of \$4,400.00 each, plus interest. First payment due December 21, 1977.

2.50  
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with interest thereon from date at the rate of seven (7) 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, on the Waters of Enoree River, adjoining lands of W.L. Lafon, S. Bishop, S.S. Crittenden, Isabella Shelton, et al and containing 42 acres more or less and having the following metes and bounds according to plat by F.H. Fuller, Surveyor, October 18, 1882:

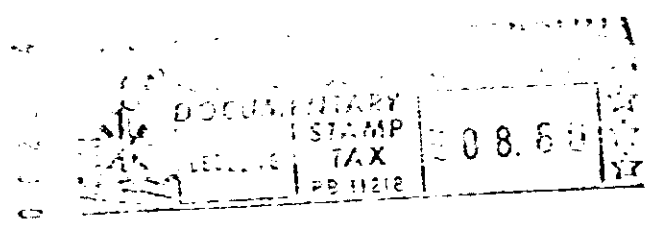
BEGINNING at a stake on the side of the road and running thence, N. 12 W., 7.70 to a hickory; thence N. 60 E., 9.00 to a Poplar Oak; thence N. 20 5/6 E., 17/70 to a pin near the road; thence N. 7 2/3 E. with said road, 18.10 to a white oak; thence N. 75 1/2 E., 3.59 to a stake; thence S. 16 E., 9.37 to a Poplar Oak; thence S. 20 W., 2.14 to a B. Oak stump at spring; thence down said branch as a line 18.50 to White Oak stump on branch and old road, thence with said road as a line to the beginning corner.

LESS, HOWEVER, that certain tract of land previously conveyed to Fred E. McAlister and Ford McAlister by deed recorded December 9, 1959 in the RMC Office for Greenville County in Deed Book 640, page 283 and being that portion of the 42 acres more or less tract situate on the southwestern side of the county road.

This is the same property conveyed to the mortgagors by J.P. Robertson by Deed recorded December 22, 1976.

Mortgagee agrees to release from this mortgage real property based upon \$1,500 per acre paid toward principle of this note and mortgage.

Mortgagee's address: J.P. Robertson  
c/o Virginia Waldrop  
P.O. Box 207  
Slater, South Carolina 29683



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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