BOOK 240 PAGE 381

SOUTH CAROLINA, Greenville & Laurens Board S. Tahula Suli R.A. 3

FEB 3 4 17 PH 178

In consideration of advances made and w	hich may be made by	<u>Palmetto</u>	· ·	_
roduction Credit Association, Lender, to	David and Sonia Pavluk	•	Borrowe	τ,
whether one or more), aggregating	Y ONE THOUSAND FIVE HUN	DRED AND	NO/100 Dolla	
s 21,500.00), coordance with Section 45-55, Code of Law mited to the above described advances), evidubsequently be made to Borrower by Lendandebtedness of Borrower to Lender, now of	is of South Carolina, 1962, (1) all exerced by promissory notes, and all re in, to be evidenced by promissory no	usting indebted nevals and exte tes, and all ren	ness of Borrower to Lender (including but ni insions thereof, (2) all future advances that me ewals and extensions thereof, and (3) all oth	ot By er
solutions, future advances, and all other ind holiars (\$ $100,000.00$ and costs including a reasonable attorney's feed and note(s) and herein. Undersigned has grant convey and mortgage, in fee simple unto Lende), plus interest thereon, attorneys of not less than ten (10%) per cent ed, bargained, sold, conveyed and mo	fees and cours um of the total	t costs, with interest as provided in said notels amount due thereon and charges as provided	i), in
All that tract of land located in		Township,	Laurens and Greenville	_
more from Carrier was not a	لاها دامها در در در الراس الماري	U.z	الإنامان والمنافقة المنافقة ا	.

ALL that piece, parcel or lot of land, situate, lying and being in Laurens County, South Carolina, near Princeton, and containing 147.757 acres, and being shown in detail by plat made for H.W. McClintock by Hugh J. Martin, Surveyor, 2320, June 17, 1974. Being tract of land formerly belonging to the George L. McCuen Estate. Described in said plat as follows: BEGINNING at nail in center of County Road thence N. 56-15 E., 35.5 feet to I.P. on edge of county road; thence N. 56-15 E., 296.41 feet to I.P. corner XO; thence N. 14-17 W. through I.P. on line at 221.76 to I.P. corner 345.40 feet; thence N. 55-09 W., 533.25 feet to I.P. corner; thence N. 43-33 E., 132 feet to I.P., witness 6" hickory N. 31-45 W., 6.7 feet; thence N. 05-57 W. across branch 1,205.82 feet to I.P. XO, witness 4" cedar S. 70-45 W., 2.3 feet thence S. 85-42 E., 600.87 feet to I.P. XO corner stone XO; thence N. 08-18 E., 1,403.47 feet to I.P. on bank of Horse Creek; (center of Horse Creek being property line) thence N. 72-47 E., 186.82 feet to point on bank of creek; thence S. 88-02 E., 191.29 feet to point on bank of creek; thence N. 80-39 E., 189.87 feet to point on bank of creek; thence N. 60-40 E., 57.95 feet to point on bank of creek; thence N. 79-29 E., 219.60 feet to point on bakn of creek; thence S. 44-49 E., 184.60 feet to point on bank of creek; thence S. 38-59 E., 147.62 feet to point on bank of creek; thence S. 81-25 E., 290 feet to I.P. on bank of creek; thence S. 37-50 E., 125.82 feet to point on bank of creek; thence S. 34-48 E., 310.35 feet to point on bank of creek; thence S. 05-40 W., 126.20 feet to I.P. corner; thence leaving creek S. 58-43 W., 275.80 feet to stone XO; thence S. 15-17 E., 1,621.93 feet to I.P. on bank of branch; (center of branch is property line) thence up branch N. 79-12 W., 145.30 feet to point on bank of branch; thence S. 78-37 W., 196.75 feet to point on bank of branch; thence N. 30-55 W., 96.98 feet to point on bank of branch; thence N. 84-18 W., 163.80 feet to point on bank of branch; thence S. 62-51 W., 191.52 feet to point on edge of branch; thence S. 74-12 W., 159.42 feet to point on bank of branch; thence N. 62-47 W., 159.50 feet to point on bank of branch; thence S. 50-40 W., 120.94 feet to point on bank of branch; thence S. 54-37 W., 53.22 feet to I.P. corner; thence across branch S. 10-02 E., 113.23 feet to I.P. corner; thence S. 81-17 E., 198 feet to I.P.; thence N. 88-13 E., 712.80 feet to I.P. corner; thence

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said lands and premises unto Lender, its successors and assigns with all the rights, privileges, members and appurtenances thereto belonging or in any wise appertaining

A default under this instrument or under any other instrument heretofore or hereafter executed by Borrower and/or Undersigned to Lender, or a default by Borrower, and/or Undersigned under any instrument(s) constituting a lien prior to the lien of this instrument, shall, at the option of Lender, constitute a default under any one or more or all instruments executed by Borrower and/or Undersigned to Lender. In case of such Gefault, at the option of Lender, all indebtedness due from Borrower and/or Undersigned to Lender may be declared immediately due and payable.

UNDERSIGNED hereby binds himself, his heirs, executors, administrators and assigns to warrant and forever defend all and singular the said premises unto Lender, its successors and assigns, from and against Undersigned, his heirs, executors, administrators and assigns and all other persons

PROVIDED ALWAYS, NEVERTHELESS, that if Borrower shall pay unto Lender, its successors or assigns, the aforesaid indebtedness and all interest and other sums secured by this or any other instrument executed by Borrower as security to the aforesaid indebtedness and shall perform all of the terms, covenants, conditions, agreements, representations and obligations contained in all mortgages executed by Borrower to Lender according to the true intent of said Mortgages, all of the terms, covenants, conditions, agreements, representations and obligations of which are Emada a part hereof to the same extent as if set forth in extenso herein, then this instrument shall cease, determine and be null and void; otherwise Ut shall remain in full force and effect.

It is understood and agreed that all advances heretofore, now and hereafter made by Lender to Borrower, and all indebtedness now and Thereafter owed by Borrower to Lender, and any other present or future indebtedness or liability of Borrower to Lender, whether as principal Odebtor, surety, guarantor, endorser or otherwise, will be secured by this instrument until it is satisfied of record. It is further understood and agreed that Lender, at the written request of Borrower, will satisfy this mortgage whenever: (1) Borrower owes no indebtedness to Lender, (2) Borrower has no liability to Lender, and (3) Lender has not agreed to make any further advance or advances to Borrower.

In the event Lender becomes a party to any legal proceeding (excluding an action to foreclose this mortgage or to collect the debt hereby (insecured), involving this mortgage or the premises described herein (including but not limited to the title to the lands described herein), Lender may also recover of Undersigned and/or Borrower all costs and expenses reasonably incurred by Lender, including a reasonable attorney's fee, which costs, expenses and attorney's fee when paid by Lender shall become a part of the debt secured hereby and shall be immediately payable upon demand, and shall draw interest from the date of advance by Lender until paid at the highest rate provided in any note or other instrument secured

This agreement shall inure to the benefit of Lender, its successors and assigns, and any successor, or assign of Lender may make advances hereunder, and all such advances and all other indebtedness of Borrower to such successor or assign shall be secured hereby. The word "Lender' shall be construed to include the Lender herein, its successors and assigns.

(A EXE	CUTED, SEALED, AND DELIVERED, this the	3.	day of Tainglas)	<u>.</u> ,19 <u>78</u>
•	alegrand Delivered in the Presence of:		and Janka	(L. S.)
9 /	Will & J. Chart	·····	Some Back	(L. S.)
	last hweigh			(L. S.)
sche	Mtg . Rev. 8:1-76			Form PCA 402