

BOOK 259 PAGE 236

PAR 12

STATE OF SOUTH CAROLINA }  
COUNTY OF LAURENS

REAL ESTATE MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:  
HICKORY TAVERN YOUTH RECREATION ASSOCIATION

Dec 27 1 30 PM '86

in the State aforesaid, herein called the MORTGAGOR,  
SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted to

JAMES D. WOZNICK, 11 Tara Ave., Taylors, S. C. 29687

in the State aforesaid, herein called the MORTGAGEE, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of \$3,500.00 payable or provided in the aforementioned promissory note.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and in order to secure the payment thereof, of any renewals or extensions thereof, and of any future advances made hereunder, has granted, bargained, sold and released, and by these presents does grant, bargain sell and release unto the Mortgagee, the following described property:

All that piece, parcel or tract of land situate, lying and being on the western side of South Carolina Road S-30-54, in the Hickory Tavern Community, Sullivan's Township, County of Laurens, State of South Carolina containing 5.00 acres, more or less, being bounded according to plat of survey hereinafter referred to as follows: on the North by property N/F Abercrombie for 690.5 feet, more or less, on the East by South Carolina Road 54 for 240.0 feet, more or less; on the South by property N/F Woznick for 732.4 feet, more or less; and on the West by property N/F Woznick for 398.8 feet, more or less. Said tract of land being more particularly shown and described on plat of survey made by Freeland and Associates, Land Surveyors, dated October 27, 1986, which plat, recorded in Plat Book 51 at Page 190 in the Office of the Clerk of Court for Laurens County, is by reference incorporated herein as part of their description.

This is the identical property conveyed to the Mortgagor herein, dated December 19, 1986, to be recorded herewith in the Office of the Clerk of Court for Laurens County,

This is a Purchase Money Mortgage representing a portion of the purchase price of said property



TOGETHER with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors or heirs (as the case may be) and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute (or such other estate, if any, as herein stated), and that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever except as herein otherwise recited. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. He will promptly pay the principal and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided.
2. He will keep the improvements now existing or hereafter erected on the premises insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and, except where other provision satisfactory to the Mortgagee has been made for the payment of the premiums therefor, will pay promptly when due the premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss the Mortgagor shall give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor. Each insurance company covered is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly. The insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.
3. In the event the ownership of the said premises or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor in interest, with reference to this mortgage and the debt hereby secured, in the same manner as with the Mortgagor, and may forebear to sue or may extend time for payment of the debt without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt.
4. He will pay when due all taxes, assessments, utility charges, and other governmental charges for which other provision satisfactory to the Mortgagee has not been made, and upon request of the Mortgagee will promptly exhibit to the Mortgagee the official receipts therefor; and in default thereof, the Mortgagee may advance and pay the same.
5. He will keep the premises, including all improvements now existing or hereafter erected thereon, in good condition and repair, without waste, and should he fail to do so, the Mortgagee may, at its option, enter upon the premises, make whatever repairs the Mortgagee in its sole and absolute discretion shall deem necessary or desirable to protect the security, and advance and pay the cost thereof.
6. He hereby assigns to the Mortgagee all the rents, issues, and profits of the premises from and after any default hereunder, and should any legal proceedings be instituted pursuant to this mortgage, then the Mortgagee shall have the right to have a receiver appointed of the rents, issues, and profits, who, after deducting all charges and expenses attending such proceedings and the execution of his trust as receiver, shall apply the residue of the rents, issues, and profits toward the payment of the debt secured hereby.
7. This mortgage shall secure the Mortgagee for the repayment of such sums as may be advanced hereafter by the Mortgagee, at the option of the Mortgagee, pursuant to the covenants herein, for the payment of taxes, insurance premiums, public assessments, repairs, or other purposes authorized hereunder. This mortgage shall also secure the Mortgagee for the repayment of any further loans, advances, advances or credits that may be made hereafter by the Mortgagee, at the option of the Mortgagee, to the Mortgagor, or his successor in title, but, unless otherwise hereinabove stated, at no time shall this mortgage secure a total outstanding principal amount on account of the original note and such further loans, advances, advances, or credits in excess of the amount of the original indebtedness hereinabove stated and hereby secured, provided that nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in this mortgage. All sums advanced pursuant to and in accordance with this mortgage shall be secured hereby on a parity with the original debt secured hereby, and, unless otherwise provided in writing, such sums shall bear interest at the same rate as said original debt and shall be payable on demand of the Mortgagee.

It is agreed that the Mortgagor shall hold and enjoy the said premises until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of this mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions, or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable and this mortgage may be foreclosed. The Mortgagor waives the benefit of any appraisement laws of the State of South Carolina. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as part of the debt secured hereby, and may be recovered and collected hereunder.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used herein, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders.

WITNESS the Mortgagor's hand and seal this 19 day of December, 1986.

Signed, Sealed and Delivered in the presence of:

Hickory Tavern Youth Recreation Association (SEAL)

*Paulie Armstrong*  
*Robert Whitesides*

By: *James H. Wells* (SEAL)  
James H. Wells, President  
*Ram B. Wooten* (SEAL)  
Ram B. Wooten, Secretary  
*John W. Martin* (SEAL)  
John W. Martin, Treasurer

STATE OF SOUTH CAROLINA }  
COUNTY OF LAURENS

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named mortgagor sign, seal and as its act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 19 day of December, 1986

ROBERT W. WHITESIDES  
NOTARY PUBLIC FOR S. C.  
MY COMMISSION EXPIRES JAN. 18, 1988

*Paulie Armstrong*  
*Robert Whitesides* (SEAL)  
Notary Public for South Carolina.  
My Commission Expires: 1-18-88

STATE OF SOUTH CAROLINA }  
COUNTY OF LAURENS

RENUNCIATION OF DOWER

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife (wives) of the above named mortgagor(s) respectively, did this day appear before me, and each, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person whomsoever, renounce, release and forever relinquish unto the mortgagee(s) and the mortgagee's(s)' heirs or successors and assigns, all her interest and estate, and all her right and claim of dower of, in and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this 19 day of December, 1986

(SEAL)  
Notary Public for South Carolina.  
My Commission Expires:

STATE OF SOUTH CAROLINA  
COUNTY OF LAURENS

Aug 7 4 51 PM '90

MORTGAGE SATISFACTION

274

779

KNOW ALL MEN BY THESE PRESENTS, That

JAMES D WOZNICK

the owner and holder of the within mortgage and the note(s) thereby secured, in consideration of the payment of the indebtedness evidenced by said note(s), receipt whereof is hereby acknowledged, does hereby declare the indebtedness satisfied and the lien of said mortgage discharged.

this 29<sup>th</sup> day of JUNE, 1990

Signed, Sealed and Delivered in the presence of:

Andrea L Smith  
wfp 3/13/95  
Greenville, S.C.

James D. Woznick (SEAL)

(SEAL)

INDEXED ON RECORD

Christina T. Wozson  
Christina T. Wozson

8-7-90

W. W. Wozson  
wfp 3/13/95  
Greenville, S.C.

State of South Carolina

COUNTY OF LAURENS

Hickory Tavern Youth Recreation  
Association

TO

James D. Woznick

REAL ESTATE MORTGAGE

I hereby certify that the within mortgage

was filed in my office this 29 day of

June, 1990, at

o'clock 1:34 P.M., and recorded in Book

Estate Mortgage Book 51, Page

236

Billy J. Hamm  
Clerk of Court of C.P. & G.S.

Laurens County, S.C.

Admission Printing Co., Inc., Laurens, S.C.

*Part*

*PS Box 552  
Clerk Court SC  
27046*

*6-*

STATE OF SOUTH CAROLINA }  
COUNTY OF LAURENS }

BOOK 233 PAGE 960

Dec 22 1 35 PM '86

KNOW ALL MEN BY THESE PRESENTS, THAT I, JAMES D. WOZNICK

in consideration of Ten Thousand (\$10,000.00) Dollars

the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell, and release unto HICKORY TAVERN XVIII RECREATION ASSOCIATION

All that piece, parcel or tract of land situate, lying and being on the western side of South Carolina Road S-33-54, in the Hickory Tavern Community, Sullivan's Township, County of Laurens, State of South Carolina containing 5.00 acres, more or less, being bounded according to plat of survey hereinafter referred to as follows: on the North by property N/F Abercrombie for 690.5 feet, more or less, on the East by South Carolina Road 54 for 240.0 feet, more or less; on the South by property N/F Woznick for 732.4 feet, more or less; and on the West by property N/F Woznick for 398.8 feet, more or less. Said tract of land being more particularly shown and described on plat of survey made by Freeland and Associates, Land Surveyors, dated October 27, 1986, which plat, recorded in Plat Book 51 at Page 190 in the Office of the Clerk of Court for Laurens County, is by reference incorporated herein as part of their description.

This is a portion of the property conveyed to the Grantor herein, James D. Woznick by deed from Ethel S. Wasson recorded August 10, 1979 in Deed Book 220 at Page 322

*PROPERTY TAX \$ 11.00*



*12-22-86  
200  
John C. Woznick*

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any way incident or appertaining to have and to hold all and singular the premises before mentioned unto the grantees and the grantee's heirs or successors and assigns, forever. And the grantor(s) do hereby bind the grantor(s) and the grantor(s)' heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantees and the grantee's heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor's hand(s) and seal(s) this 19 day of December 19 86  
SIGNED, sealed and delivered in the presence of  
*Phyllis Armstrong* (SEAL)  
*Robert V. Whitehead* (SEAL)  
James D. Woznick (SEAL)

STATE OF SOUTH CAROLINA } PROBATE  
COUNTY OF LAURENS }  
Personally appeared the undersigned witness and made oath that s/he saw the within named grantor(s) sign, seal and as the grantor(s)' act and deed deliver the within written deed and that s/he, with the other witness subscribed above witnessed the execution thereof.  
SWORN to before me this 19 day of December 19 86  
*Robert V. Whitehead* (SEAL)  
*Phyllis Armstrong*  
Notary Public for South Carolina

STATE OF SOUTH CAROLINA } PROBATE  
COUNTY OF }  
Personally appeared the undersigned witness and made oath that s/he saw the within named grantor(s) sign, seal and as the grantor(s)' act and deed deliver the within written deed and that s/he, with the other witness subscribed above witnessed the execution thereof.  
SWORN to before me this 19 day of December 19 86  
(SEAL)

Park

BOOK 220 PAGE 322

STATE OF SOUTH CAROLINA }  
COUNTY OF LAURENS }

AUG 10 4 35 PM '79

KNOW ALL MEN BY THESE PRESENTS, that I, Ethel S. Wasson

In consideration of Ten Dollars (\$10.00) and other valuable considerations ~~and~~  
the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell  
and release unto  
James D. Wornick  
11 Tara Ave., Taylors, S.C. 29687

All that piece, parcel or tract of land containing 34.14 acres, gross, including highway rights of way and 32.96 acres, net, excluding highway rights of way, situate, lying, and being near Hickory Tavern on the western side of S.C. Road S 10-54 and the northern side of S.C. Road S 30-663, Sullivans Township, County of Laurens, State of South Carolina, being bounded now or formerly as follows: On the north by property of Abercrombie; on the East by S.C. Road S 30-54 (center line the line); on the South by S.C. Road S-30-663 (center line the line), by property of Knight and by property of Crumpton, and on the West by property of Crumpton and by property of Knight. Said tract of land being more particularly described according to a plat of survey prepared by William W. League, PLS, dated July 11, 1979, which plat recorded in Plat Book 40 at Page 35 in the Office of the Clerk of Court for Laurens County, is by reference incorporated herein as part of this description.

This is the identical property conveyed to Charles F. Wasson and Ethel S. Wasson by deed of Margaret Babb Elmore and C.R. Limoro, recorded December 31, 1946 in the Office of the Clerk of Court for Laurens County in Deed Book 99 at Page 335. Charles F. Wasson having conveyed his interest in said property to Ethel S. Wasson by deed recorded January 21, 1964 in the Office of the Clerk of Court for Laurens County in Deed Book 157 at Page 369.

The True consideration is \$48,750.00.

LAURENS COUNTY, S. C. DOCUMENTARY TAX \$ 40.15

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining, to have and to hold all and singular the premises before mentioned unto the grantees, and the grantees' heirs or successors and assigns forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor(s)' heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantor(s) and the grantor(s)' heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor(s)' hand(s) and seal(s) this 10th day of August 1979

SIGNED, sealed and delivered in the presence of

Ethel S. Wasson (SEAL)  
Ethel S. Wasson (SEAL)

John S. Lingen (SEAL)  
Thomas D. Babb (SEAL)

STATE OF SOUTH CAROLINA }  
COUNTY OF Laurens }

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named grantor(s) sign, seal and as the grantor(s)' act and deed, deliver the within written deed and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 10 day of August 1979

Thomas D. Babb (SEAL) John S. Lingen (SEAL)  
Notary Public for South Carolina.

My commission expires 18 Jan 1989

STATE OF SOUTH CAROLINA }  
COUNTY OF

NO RENUNCIATION OF DOWER NECESSARY

undersigned wife (wives) of the ab-  
and separately examined by me,  
person whomsoever, renounce, relinquish  
all her interest and estate, and all  
GIVEN under my hand and seal this  
day of



them, that the  
being privately  
to fear of any  
and assigns,  
I and released

Notary Public for South Carolina

My Commission expires

RECORDED this

day of

18

of

M. No.

8-29-79 200 Helen W. Rodge  
CLERK OF COURT