

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
MAR 31 10 58 AM '83

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, **STAN R. GAINES and DONNIE S. TAMMERSLEY and THOMAS H. SUTHERLAND**

(hereinafter referred to as Mortgagor) is well and truly indebted unto **PAUL J. OELAND, III, BARBARA OELAND ZOELLER, MARGARET OELAND NANCE and JOHN LEGARE OELAND, 409 Rockmont Road, Greenville, South Carolina 29615**

(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 -----

-----FOUR THOUSAND AND NO/100 (\$4,000.00)-----Dollars (\$4,000.00) due and payable as follows: one installment of \$2,240.00 to become due and payable on or before July 1, 1983, and the final installment of \$2,120.00 to become due and payable on or before December 20, 1983

with interest thereon from date at the rate of twelve (12%) per centum per annum, ~~to be paid~~

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:

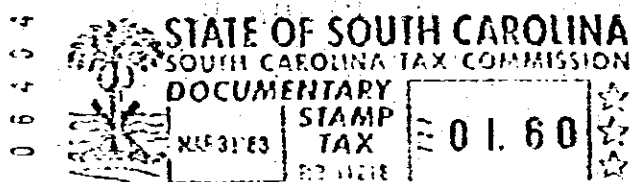
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville

ALL that piece, parcel or lot of land, situate, lying and being at the north-western corner of the intersection of Simpson Drive with Graves Drive, in the City of Greenville, Greenville County, South Carolina, being shown and designated as Lot No. 15 on a plat of the PROPERTY OF PAUL J. OELAND, made by Dalton & Neves, Engineers, dated October, 1964, recorded in the RMC Office for Greenville County, S.C., in Plat Book BB, page 43, and having according to a more recent plat thereof made by Jones Engineering Services, dated March 17, 1980, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northwestern corner of the intersection of Simpson Drive with Graves Drive and running thence with the western side of Graves Drive, N. 16-24 W., 36 feet to an iron pin; thence continuing with said side of Graves Drive, N. 22-30 W., 62.6 feet to an iron pin; thence crossing a 20 foot easement for a water line approximately N. 22-30 W., 20 feet to an iron pin in the line of Lot 16; thence along the line of Lot No. 16 conveyed by the Grantor to Robert W. Bruce by deed of even date herewith, S. 67-12 W., approximately 64.1 feet to a point on the property owned by the Estate of Aileen P. Oeland; thence re-crossing the said easement with the line of the Estate of Aileen P. Oeland approximately S. 27-51 E., 20 feet to an iron pin; thence continuing S. 27-51 E., 92.6 feet to a point on Simpson Drive; thence with the northern side of Simpson Drive, N. 68-22 E., 49.2 feet to the point of beginning.

The above described property is a portion of the same conveyed to the Grantors by deed of Paul J. Oeland, Jr., recorded in the RMC Office for Greenville County, S.C., in Deed Book 1126, page 528 on May 28, 1980, and is hereby conveyed subject to the rights of the City of Greenville for a 20 foot easement for a water line crossing through the property on the northern boundary thereof and to an easement for ingress and egress conveyed by Paul J. Oeland, Jr. to Robert W. Bruce across said 20 foot easement of public record.

RECORDED 541



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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