

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

APR 17 4 09 PM '76
COUNTY CLERK
GREENVILLE

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

WHEREAS, We, James Oliver and Evangeline K. Oliver

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Southern Bank and Trust Company, Piedmont, S. C.

(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 five hundred ninety - two and 84/100 ---- Dollars (\$4,592.84) due and payable in monthly installments of \$78.00 each, to be applied first to interest with the balance to principal, the first of these due on July 10, 1976 with a like amount due on the 10th day of each month thereafter until entire amount of debt is paid in full.

with interest thereon from _____ date at the rate of _____ per centum per annum, to be paid: monthly

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

ALL that piece, parcel or lot of land with the improvements thereon situate, lying and being in the Piedmont Manufacturing Company Village in or near the Town of Piedmont, Greenville County, South Carolina, and being more particularly described as Lot No. 51, Section 3, as shown on plat entitled "Property of Piedmont Mfg. Co., Greenville County" made by Dalton & Neves, February 1950; Sections 3 and 4 of said plat are recorded in the RMC Office for Greenville County in Plat Book Y, pages 2 - 5, inclusive, and pages 6 - 9, inclusive, respectively. According to said plat, the within described lot is also known as No. 19 Piedmont Street (Avenue) and fronts thereon 95 feet.

This is the same property conveyed to Judge W. Buckheister individually by J. P. Stevens Co. in Deed Book 416, Page 386, and the same property conveyed by Judge W. Buckheister individually to Nellie S. Buckheister in Deed Book 517, page 138. That Nellie S. Buckheister died testate in Greenville County leaving a Will devising all of her property to Walter W. Buckheister who survives her. For the authority to make this deed, see Will of Nellie S. Buckheister in the Probate Judge's Office for Greenville County in Apartment 1417, File 16.

The above conveyance is made subject to any and all existing and recorded easements, rights of way and restrictions affecting said property.

This is the same property conveyed by deed of Judge W. Buckheister, Executor of the Estate of Nellie S. Buckheister, deed dated May 10, 1976, to James Oliver, said deed recorded simultaneously with this mortgage of real estate in the Office of R. M. C. for Greenville County.



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.