

WHEREAS, STAN R. GAINES and THOMAS H. SUTHERLAND

(hereinafter referred to as Mortgagor) is well and truly indebted unto PAUL J. OELAND, JR. and ERNEST EUGENE OELAND, as Executors and Trustees of the Last Will and Testament of Aileen P. Oeland, deceased

(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 -----

--THIRTY THOUSAND NINE HUNDRED (\$30,900.00)----- Dollars (\$30,900.00 ) due and payable as follows: The sum of Four Hundred Forty Three Dollars and Thirty-Eight Cents (\$443.38) to become due and payable January 1, 1983 and a like amount payable on the first day of each and every month thereafter for ten (10) years.

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:

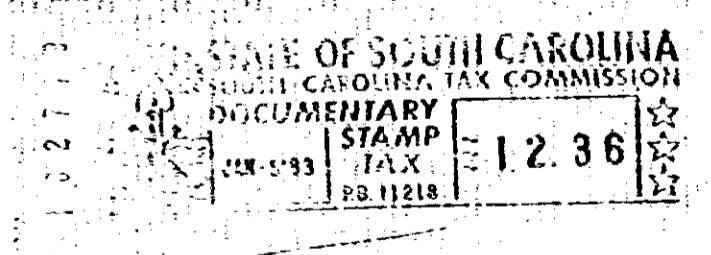
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, lying and being on the northwestern side of Simpson Drive, in the City of Greenville, Greenville, South Carolina, being shown as Lot 14 on a plat of the PROPERTY OF PAUL J. OELAND, made by Dalton & Neves, Engineers, dated October, 1946, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book BB, Page 43, and having according to a more recent plat thereof made by Jones Engineering Services, dated December 6, 1982, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Simpson Drive, said iron pin being located at the corner of property owned by Paul J. Oeland, III, et al, and being located S. 68-22 W., 49.2 feet from the northwestern corner of the intersection of Simpson Drive with Graves Drive, and running thence along the line of said property, S. 27-51 E., approximately 102.6 feet to a point in the center line of a 20 foot City of Greenville water main easement; thence with the center line of said easement, S. 62-28 W., approximately 70.93 feet to a point in a common party wall in the line of Lot 11; thence through the center line of said common or party wall on Lot No. 11, S. 27-51 E., 69.96 feet to a point on the northern side of Simpson Drive; thence with the northern side of Simpson Drive, N. 68-22 E., 70.42 feet to the beginning corner.

The above described property is substantially the same conveyed to Aileen P. Oeland by deed of Paul J. Oeland, recorded in the RMC Office for Greenville County, S.C., in Deed Book 318, page 137, on August 16, 1947, and devised by the Last Will and Testament of Aileen P. Oeland, who on October 23, 1957 in Greenville County, South Carolina, as will appear by reference to the records of the Probate Court for said county and state as contained in Apartment 672, File 7. The Grantors, as Trustees and Executors, of the Estate of Aileen P. Oeland, deceased, have executed this deed pursuant to the provisions of her Last Will and Testament as construed by Order of the Hon. Frank Eppes, dated

March 3, 1967, appearing of record in the Office of the Clerk of Court for Greenville County, S.C., in Judgment Roll 10, 183.

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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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