

MORTGAGEES' ADDRESS:

234 Stone Lake Dr.
Greenville, S.C. 29609

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE }

1440-418

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

WHEREAS, James S. Zoller and Harold W. Zoller

(hereinafter referred to as Mortgagor) is well and truly indebted unto Carl C. Proser and Helen P. Proser

(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 -----

Twenty-Nine Thousand and No/100----- Dollars (\$ 29,000.00) due and payable
as per the terms of said note;

with interest thereon from _____ date _____ at the rate of nine _____ per centum per annum, to be paid: as per the
terms of said note.

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, in the City of Greenville, being located at the southeast corner of West Stone Avenue and Townes Street, as shown on plat recorded in Plat Book "I", Page 16, in the RMC Office for Greenville County and being more particularly described as follows:

BEGINNING at an iron pin at the southeast corner of West Stone Avenue and Townes Street and running thence with Townes Street S 20 W 84.3 feet to a point; thence along a common driveway, hereinafter described, S 70-30 E 74 feet to a point; thence N 5-30 E 99.6 feet to an iron pin on the south side of West Stone Avenue; thence with West Stone Avenue N 84-30 W 51 feet to the beginning corner, together with the mortgagor's interest in the driveway hereafter described:

The common driveway hereinabove referred to is used by the mortgagors in common with Mrs. M. C. Sanders, her heirs and assigns, as a common driveway or alleyway for the use and benefit of the lot hereinabove described, which adjoins said driveway on the north, and also for the benefit of Mrs. M. C. Sanders, her heirs and assigns, for other property which adjoins said driveway on the south and east. Said driveway, being 20 feet in width, is more particularly described as follows:

BEGINNING at a point on the east side of Townes Street, which point is 84.3 feet S 20 W from an iron pin at the southeast corner of West Stone Avenue and Townes Street, and running thence S 70-30 E 74 feet to a point; thence S 5-30 W 20.8 feet to a point; thence N 70-30 W 78½ feet, more or less, to a point on the east side of Townes Street; thence with said street N 20 E 20 feet to the beginning corner.

This being the same property conveyed to the mortgagors herein by deed of the mortgagees, to be executed and recorded of even date herewith.

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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