

FILED  
GREENVILLE CO. S. C.  
MORTGAGE OF REAL ESTATE—Mann, Foster, Ashmore & Brissey, Attorneys at Law, Justice Building, Greenville, S. C.  
OCT 28 10 41 AM '59  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
OLLIE FARRISWORTH  
R. J. C.

MORTGAGE OF REAL ESTATE

BOOK 1140 PAGE 499

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, JAMES ROBERT ZACHARY,

(hereinafter referred to as Mortgagor) is well and truly indebted unto REUBEN L. PARTON and BONNIE B. PARTON,

(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 One Thousand Two Hundred Fifty and No/100-----

-----Dollars (\$1,250.00 ) due and payable  
on or before June 1, 1970

with interest thereon from \_\_\_\_\_ date \_\_\_\_\_ at the rate of seven(7%) per centum per annum, to be paid: at maturity

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 and being on the eastern side of Vaillie Drive (formerly Confederate Avenue), and being shown and designated as Lot 13 on a plat of Addition to Sheffield Forest recorded in the RMC Office for Greenville County in Plat Book III, Page 122, and having according to said plat, the following metes and bounds, to wit:

Beginning at an iron pin on the eastern side of Vaillie Drive, joint front corner of Lots 12 and 13, and running thence along the line of Lot 12 N 79-31 W 140 feet to a point; thence S 10-29 W 115 feet to a point; thence along the line of Lot 14 S 79-31 E 140 feet to a point on the eastern side of Vaillie Drive; thence along Vaillie Drive N 10-29 E 115 feet to the point of beginning.

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 such 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.

*Paid and satisfied in full this 25th day of June*