

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE BOOK 1048 PAGE 557

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JACK W. SPONGBERG & TOMMIE R. SPONGBERG

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES F. SMITH & HELEN SIMPSON SMITH

(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 Five Hundred - - - - - Dollars (\$ 1,500.00 ) due and payable

on or before August 1, 1967, or upon sale of house in Birmingham, Alabama whichever event first occurs.

with interest thereon from date at the rate of 6-1/2 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,

being known and designated as Lot #6 of McSwain Gardens, recorded in the R.M.C. Office for Greenville County in Plat Book GG at Page 75, said lot having a frontage of 95.2 feet on the southeastern side of Mimosa Drive, a depth of 147.3 feet on the southwestern side, a depth of 172.2 feet on the northwestern side, and a rear width of 91.5 feet, being the same property conveyed to the Mortgagors by Deed of James F. Smith and Helen Simpson Smith to be recorded herewith.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 in full 3/7/67  
James F. Smith  
Helen Simpson Smith  
Witness - Mrs. Mona J. Greene*

SATISFIED AND CANCELLED OF RECORD

10 DAY OF March 1967  
Ollie Farnsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 4:56 O'CLOCK P M. NO. 21643