

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FEB 19 1 23 PM 1965

MORTGAGE OF REAL ESTATE

BOOK 986 PAGE 589

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BEN SMITH and ELIZA SMITH  
JANE

(hereinafter referred to as Mortgagor) is well and truly indebted unto Charles J. Spillane, his heirs and assigns forever

(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

Two Hundred &amp; Ninety &amp; Twenty Five/One Hundreds Dollars (\$290.25) due and payable at the rate of \$25.00 per month until paid in full; the first \$25.00 monthly payment being due March 12, 1965 and the remaining payments on the twelfth (12th.) of each and every month thereafter

with interest thereon from date at the rate of 7 per centum per annum, to be paid: As part of the monthly payment.

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, better known and described as Lot No. 12, Section "D", of the property known as Washington Heights, survey made by M. O. McDowell, Jr., and Julian P. Moore, Surveyors in December 1944, reported in the R. M. C. Office for Greenville County in Plat Book "M", Page 107, to which Plat and record thereof reference is hereby made.

This lot faces 40 ft. on Washington Loop; 166.6 ft. on East; 40 ft. in the rear; and 162.4 ft. on the West.

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.

SATISFIED AND CANCELLED OF RECORD  
3rd DAY OF April 1965  
Dannie S. Tankersley  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 2:31 O'CLOCK P. M. NO. 29109FOR SATISFACTION TO THIS MORTGAGE SEE  
SATISFACTION BOOK S PAGE 457