MORTGAGE OF REAL ESTATE BY A CORFORATION

 $\pm 1300 \pm 771$

Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C

State of South Carolina

COUNTY OF GREENVILLE

COUNTY OF LAURENS

To All Whom These Presents May Concern:

BOB JONES UNIVERSITY

(herein called mortgagor) SENDS GREETING:

WHEREAS, the said mortgagor.

BOB JONES UNIVERSITY, AN ELEEMOSYNARY CORPORATION

EXPREDICATION Chartered under the laws of the State of

SOUTH CAROLINA

, is well and truly indebted

to the mortgagee in the full and just sum of FIVE HUNDRED NINETY-FOUR THOUSAND TWO HUNDRED AND NO/100 (\$594,200.00)

Dollars, in and by its certain promissory note in writing of even date herewith, due and payable in ten (10) equal annual installments of \$59,420.00, beginning April 10, 1975, and continuing on the same date of each succeeding year until paid in full,

















with interest from

date

. at the rate of six (6%)

percentum until paid; interest to be computed and paid annually

until paid in full: all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including ten per cent of the indebtedness as attorney's fee, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That the said mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee, according to the terms of said note, and also in consideration of the further sum of Three Dollars to the said 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 said VICTOR E. FIENUP, HIS HEIRS AND ASSIGNS:

All that certain piece, parcel or lot of land situate, lying and being in Greenville and Laurens Counties, State of South Carolina, on the northern side of Road No. S-23-559 and Road No. S-30-269, containing 609 acres, more or less, being shown on a survey of property of V. E. Fienup by John C. Smith, drawn October 1973, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an old iron pin in the center of the intersection of Road No. S-23-559 and Road No. S-23-561 at the corner of property now or formerly of Crosby, and running thence along the line of property now or formerly of Crosby, the following courses and distances: N. 7-07 E. 516 feet to an iron pin; N. 29-08 W. 429 feet to an iron pin; N. 38-23 W. 330 feet to an iron pin; N. 27-23 W. 294 feet to an iron pin; N. 63-23 W. 441 feet to an iron pin; and N. 67-23 W. 114 feet to a branch; thence with the branch as the line, the traverse line of which is as follows: N. 32-59 E. 115.9 feet; N. 6-15 W. 99.2 feet; N. 11-49 E. 99.5 feet; N. 31-51 E. 99 feet; N. 12-11 E. 237.5 feet; N. 52-52 E.

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