

SEP 28 2 15 PM

State of South Carolina,

County of Greenville.

OLLIE FARNSWORTH
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN: JOHN L. PLYLER, J. A. ORR, JR., and ERNEST PATTON, as Trustees of The Furman University Foundation under trust indenture dated February 25, 1948,

WHEREAS, we the said John L. Plyler, J. A. Orr, Jr., and Ernest Patton, as Trustees of The Furman University Foundation under trust indenture dated February 25, 1948,

in and by OLLIE certain promissory note in writing, of even date with these Presents R.F.C. well and truly indebted to the LIBERTY LIFE INSURANCE COMPANY, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of Seven Hundred Fifty Thousand & no/100 - - - (\$ 750,000.00) DOLLARS, to be paid at its Home Office in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of four (4) per centum

per annum, said principal and interest being payable in monthly instalments as follows: Interest only to be paid December 10, 1948, and Beginning on the 10th day of January, 1949, and on the 10th day of each month of each year thereafter the sum of \$ 4,545.00

to be applied on the interest and principal of said note, said payments to continue up to and including the 10th day of November, 1968, and the balance of said principal and interest to be due and payable on the 10th day of December, 1968; the aforesaid monthly payments of \$ 4,545.00

each are to be applied first to interest at the rate of four (4) per centum per annum on the principal sum of \$ 750,000.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All instalments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any instalment or instalments, or any part thereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if at any time any portion of principal or interest shall be past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole sum of the principal of said note remaining at that time unpaid together with the accrued interest, shall become immediately due and payable, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and if 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 such cases the mortgagor promises to pay all costs and expenses including a reasonable attorney's fee, these 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 we, the said Trustees of The Furman University Foundation, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said LIBERTY LIFE INSURANCE COMPANY according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to US

the said Trustees of The Furman University Foundation in hand well and truly paid by the said LIBERTY LIFE INSURANCE COMPANY, at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said LIBERTY LIFE INSURANCE COMPANY, its Successors and Assigns, forever:

All that certain tract, piece or parcel of land with the building and improvements thereon, situate, lying and being in Chick Springs Township, at or near PARIS, in the County of Greenville and State of South Carolina, containing 28.88 acres, more or less, and being shown in orange delineation on blueprint drawing No. E-1438, dated February 10, 1948, revised February 28, 1948, prepared in the office of Chief Engineer MW&S of Southern Railway Company at Charlotte, N. C., and recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book T, page 29, and having according to said blueprint the following metes and bounds, to-wit:

BEGINNING at a point in the northwesterly boundary of right of way for U. S. Highway No. 29, said point being two hundred sixty-one (261) feet in a Northeasterly direction, measured along said boundary of right of way, from a point opposite U. S. Highway Station 255 + 00 (marker imbedded in concrete pavement); and running thence South 43° 00' West, along said boundary of right of way for said U. S. Highway No. 29, a distance of five hundred fifty-five (555) feet, more or less, to a corner of lands of Robert J. Edwards (marked by a stake); thence North 31° 30' West, along property line dividing lands of Robert J. Edwards and lands of Georgia Industrial Realty Company, a distance of one thousand eight hundred forty-six and seven hundredths (1846.07) feet, more or less, to Southeastery boundary of a road (sometimes known as Warehouse Court); thence North 33° 18' East, along Southeastery boundary of said road a distance of six hundred ninety-eight and sixty-six hundredths (698.66)

(Over)