

JUN 4 4 28 PM 1954

State of South Carolina,

LIE FAIRBANKS
R.M.C.

COUNTY OF GREENVILLE

JAMES M. GOLDSMITH

WHEREAS, I the said **James M. Goldsmith** SEND GREETING:

in and by **my** certain promissory note in writing, of even date with these presents **am** well and truly indebted to **FURMAN UNIVERSITY**

in the full and just sum of **Eight Hundred and No/100** hereinafter called the mortgagee(s) (\$ **800.00**) DOLLARS, to be paid **in** Greenville, S. C., together with

interest thereon from date hereof until maturity at the rate of **Six** (**6**) per centum per annum, said principal and interest being payable in **monthly** installments as follows:

Beginning on the **1st** day of **March**, 19 **54**, and on the **1st** day of each **month** of each year thereafter the sum of \$ **24.34** to be applied on the

interest and principal of said note, said payments to continue up to and including the **1st** day of **January**, 19 **57**, and the balance of said principal and interest to be due and payable on the **1st** day of **February**, 19 **57**; the aforesaid **monthly** payments of \$ **24.34**

each are to be applied first to interest at the rate of **Six** (**6**) per centum per annum on the principal sum of \$ **800.00** 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 installments 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 installment or installments, or any part hereof, 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 any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, 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 (10%) per cent, of the indebtedness as attorney's fees, 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 **I**, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of **THREE DOLLARS**, to **me**

the said mortgagor(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said **Furman University, its successors and assigns, forever:**

ALL that lot of land situate on the East side of Thompson Avenue on Paris Mountain, in Paris Mountain Township, Greenville County, South Carolina, being shown as a part of an unnumbered lot lying between Lots 70 and 71, Section "A", on plat of property of Paris Mountain Company, recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book "K", pages 268-270, and having according to said plat and a recent survey made by Pickell & Pickell, Engineers, February 3, 1954, the following metes and bounds, to wit:

BEGINNING at an iron pin on the East side of Thompson Avenue in the Southwest corner of Lot 71, recently conveyed by Furman University to Rford H. Hall, and running with the line of Lot 71, due East, 251 feet to an iron pin on the Western edge of a proposed drive; thence along the Western edge of said drive, S. 42-50 W., 45 feet to an iron pin; thence S. 83-05 W., 72 feet to an iron pin; thence S. 70-05 W., 65 feet to an iron pin; thence S. 28-08 W., 37 feet to an iron pin; thence S. 11-07 E., 25 feet to an iron pin; thence continuing with said drive, S. 59-32 E., 120 feet to a point on said drive at rear corner of Lot 70; thence with the line of Lot 70, S. 62-18 W., 225 feet to an iron pin in the Eastern side of Thompson Avenue; thence along Thompson Avenue, the following courses and distances: N. 32-52 W., 90 feet to an iron pin; thence N. 2-52 W., 47 feet to an iron pin; thence N. 18-38 E., 103 feet to an iron pin; thence N. 30-00 E., 76.7 feet to the beginning corner, and contains 1.03 acres, more or less.