MORTGAGE OF REAL ESTATE—Proposed by Reiney, Fant, Brawley & Horton, Attorneys at Law, Greenville, S. C. BOOK 695 PAGE 398

The State of South Carolina,

County of Greenville

1 9 13 M

## To All Whom These Presents May Concern:

KATHLEEN J. BABB

SENDS GREETING:

Whereas,

. the

Kathleen J. Babb,

hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to FURMAN UNIVERSITY, TRUSTEE FOR EUGENE F.

BATES MEMORIAL FUND,

hereinafter called the mortgagee(s), in the full and just sum of Five thousand and no/100 - - - - -

\_ \_ DOLLARS (\$ 5,000.00), to be paid

one (1) year after date,

, with interest thereon from

date

at the rate of

six (6%)

semi-annually

percentum per annum, to be computed and paid until paid in full; all interest not paid when due to bear

interest at the same rate as principal.

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 convenant 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, TRUSTEE FOR EUGENE F. BATES MEMORIAL FUND, its successors and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate on the North side of West Stone Avenue, in the block between Townes and Wilton Streets, in the City of Greenville, Greenville County, South Carolina, having the following metes and bounds, to wit:

BEGINNING at an iron pin on the North side of West Stone Avenue, said pin being 131 feet West from the Northwest corner of the intersection of West Stone Avenue and Townes Street, and running thence N. 5-1/2 E., 200 feet to an iron pin; thence N. 84-1/2 W., 65-1/2 feet to an iron pin; thence S. 5-1/2 W., 200 feet to an iron pin on the North side of West Stone Avenue; thende along the North side of West Stone Avenue, S. 84-1/2 E., 65 feet to the Beginning corner.

Being the same property conveyed to the Mortgagor herein by deed of V. M. Babb, Jr., Trustee, dated January 11, 1950 and recorded in the RMC Office for Greenville County, S. C., in Deed Book 409, page 281. See also deed from J. Rolfe Babb to me of even date, to be recorded herewith.