

RECORDED FROM BOOK BY THE CLERK OF THE R. M. C. OFFICE FOR GREENVILLE COUNTY, S. C. BOOK 1221 PAGE 161

State of South Carolina

COUNTY OF GREENVILLE

We, Robert D. Fray and Mary C. Fray SEND GREETING:
WHEREAS, WE the said Robert D. Fray and Mary C. Fray

in and by OUR certain promissory note in writing, of even date with these presents ARE well and truly indebted to Calvin Company in the full and just sum of Two Thousand Eight Hundred (\$2,800.00) DOLLARS, to be paid at in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of SEVEN (7%) per centum per annum, said principal and interest being payable in MONTHLY installments as follows: Beginning on the 1st day of March, 1972, and on the day of each month of each year thereafter the sum of \$86.46, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of January, 1975, and the balance of said principal and interest to be due and payable on the 1st day of February, 1975; the aforesaid MONTHLY payments of \$86.46 each are to be applied first to interest at the rate of SEVEN (7%) per centum per annum on the principal sum of \$2,800.00 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 (10%) per cent, of the indebtedness as attorneys' 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 WE the said Robert D. Fray and Mary C. Fray in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Calvin Company according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to US the said Robert D. Fray and Mary C. Fray in hand and truly paid by the said Calvin Company 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 Calvin Company

All that piece, parcel or lot of land situate, lying and being on the Western side of Hathaway Circle in Paris Mountain Township, near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 99 as shown on a plat entitled "Stratford Forest", prepared by Piedmont Engineering Service, dated February 25, 1957, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book KK at page 89, and having according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Western side of Hathaway Circle at the joint front corner of Lots Nos. 98 and 99 and running thence with the line of Lot No. 98 N. 66-59 W. 416.6 feet to an iron pin; thence S. 9-55 E. 293 feet to an iron pin at the joint rear corner of Lots Nos. 99 and 100; thence with the line of Lot No. 100 N. 87-13 E. 301.2 feet to an iron pin on the Western side of Hathaway Circle; thence with the Western side of Hathaway Circle N. 15-13 E. 114.2 feet to the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed of The Peoples National Bank of Greenville, S. C., as Agent for Furman University, dated November 16, 1971, and to be recorded herewith in the R. M. C. Office for Greenville County.