

MORTGAGE OF REAL ESTATE

38578 PROVINCE-JARRARD CO-GREENVILLE

STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE)

TO ALL WHOM THESE PRESENTS MAY CONCERN; Furman University, a corporation created under the laws of the State of South Carolina, SENDS GREETING:

WHEREAS, at a meeting of the Board of Trustees of Furman University, duly called and held on the 15th day of November, 1937, a resolution was unanimously adopted, authorizing the President and Treasurer of said corporation to borrow for the use of said Furman University the sum of Fifteen Thousand (\$15,000.00) Dollars, and authorizing said officers, in the name of Furman University to execute a note of the corporation, as hereinafter described, and in order to secure such note to execute a mortgage conveying the land hereinafter described; AND

WHEREAS, the said Furman University, in and by its certain promissory note in writing of even date, with these presents, is well and truly indebted to AMERICAN TRUST COMPANY, a corporation chartered under the laws of the State of North Carolina, in the full and just sum of FIFTEEN THOUSAND (\$15,000.00) DOLLARS, to be paid at the home office of the American Trust Company in Charlotte, North Carolina, PAYABLE ON OCTOBER 15, 1938, with interest thereon from date at the rate of five (5) per cent. per annum, to be computed and paid semi-annually in advance 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 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 five, (5) 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 the said FURMAN UNIVERSITY, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said AMERICAN TRUST COMPANY according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to it the said FURMAN UNIVERSITY, in hand well and truly paid by the said AMERICAN TRUST COMPANY at and before the signing of these Presents does grant, bargain, sell and release unto the said AMERICAN TRUST COMPANY.

"All that certain lot of land situate in Ward 6 of the City of Greenville, County and State aforesaid, described as follows:

"Beginning at an iron pin on the South-east corner of Augusta and Thruston Streets and running thence with Augusta Street S. 11 E. 217.8 feet to an iron pin, corner of lot No. 4, now owned by J. R. Bryson; thence with line of that lot N. 81 E. 172.6 feet to an iron pin. thence still with line of that lot S. 11 E. 72.6 feet to an iron pin on old property line; thence with old property line N. 81 E. 607.6 feet to an iron pin on Nona Street; thence along Nona Street in a Northerly direction 279 feet, more or less, to an iron pin, corner of property formerly owned by Ava L. Fortner; thence with line of that property S. 66 W. 210 feet to an iron pin; thence still with line of that property N. 23 W. 210 feet to an iron pin on Thruston Street; thence with Thruston Street in a westerly direction 518.4 feet, more or less, to the point of beginning.

"ALSO, all that other parcel or lot of land situate, lying and being in Ward 6, in the City of Greenville, County and State aforesaid, and having the following metes and bounds, according to plat recorded in Plat Book "F" at page 259.

"Beginning at an iron pin on the West side of Nona Street 66 feet North of the Northwest corner of Haynie and Nona Streets and running thence S. 81 W. 192.72 feet to an iron pin; thence N. 15½ W. 132 feet to an iron pin; thence N. 81 E. 192.72 feet to an iron pin on Nona Street; thence with Nona Street S. 15½ E. 132 feet to the point of beginning."

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the Premises before mentioned unto the said AMERICAN TRUST COMPANY, its successors and assigns forever. And said corporation does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the said Premises unto the AMERICAN TRUST COMPANY, its successors and assigns, from and against itself, its successors and assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And the said mortgagor agrees to insure the house and buildings on said lots in a sum not less than Dollars in a company or companies satisfactory to the mortgagee, and keep the same insured from loss or damage by fire, and assign the policy of insurance to the said mortgagee; and that in the event that the mortgagor shall at any time fail to do so, then the said mortgagee may cause the same to be insured in its name and reimburse itself for the premium and expense to such insurance under the mortgage, with interest.

And if at any time any part of said debt, or interest thereon, be past due and unpaid, said corporation does hereby assign the rents and profits of the above described premises to said mortgagee, or its successors or assigns, and agree that any Judge of the Circuit Court of said State may, at chambers or otherwise, appoint a receiver, with authority to take possession of said