MAR 9 2 45 PM 1967

R. M.O.

MORTGAGE OF REAL ESTATE—Prepared by Rainey, Fant & Horton, Attorneys at Law, Greenville, S. & 00 M 1051 PAGE 567 OLLIE FALLSWORTH

The State of South Carolina,

COUNTY OF Greenville

SEND GREETING:

D. JOHNSON AND MARION E. JOHNSON

hereinafter called the mortgagor(s) in and by

certain promissory note in writing, of even date with these presents, our

are well and truly indebted to

FURMAN UNIVERSITY

hereinafter called the mortgagee(s), in the full and just sum of Twenty Nine Thousand Nine Hundred Ninety Two and 93/100

DOLLARS (\$29,992.93), to be paid

in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of five (5 %) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st. day of April

, 19 67 , and on the lst. day of each

month of each year thereafter the sum of \$ 232.27 , to be applied on the interest August and principal of said note, said payments to continue up to and including the 1st. day of 19 82, and the balance of said principal and interest to be due and payable on the lst day of September

monthly 19 **82**; the aforesaid payments of \$ 232.27 each are to be applied first to (5%) per centum per annum on the principal sum of \$ 29,992.93 interest at the rate of five monthly so much thereof as shall, from time to time, remain unpaid and the balance of each 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 herein 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 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 , the said mortgagor(s), in consideration of the said debt and sum of money we 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 us , 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 with the buildings and improvements thereon, situate on the South side of Chantilly Drive, near the city of Greenville in Greenville County, S. C., being shown as Lot No. 137 on plat of Sector III of Botany Woods, recorded in the RMC Office for Greenville County, S. C. in Plat Book RR, Page 37, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of Chantilly Drive at the joint front corner of lots 136 and 137 and runs thence along the line of Lot 136 S. 1-17 W. 193.5 feet to an iron pin; thence S. 83-15 E. 140 feet to an iron pin; thence along the line of Lot 138 N. 0-46 W. 204.8 feet to an iron pin on the South side of Chantilly Drive; thence along Chantilly Drive N. 88-00 W. 130 feet to the beginning corner.

This is the same property conveyed to us by deed of M. G. Proffitt, dated May 25, 1967, recorded in the RMC Office for Greenville County in Deed Book 699, Page 233.

AT 3 COLOCK M. NO. 6/26

FOR SATISFACTION TO THIS MORTGAGE SEE

SATISFACTION BOOK 78 PAGE 4