

SEP 11 10 51 AM '70

BOOK 1166 PAGE 246

State of South Carolina,

COUNTY OF GREENVILLE

SETH W. SCRUGGS and BOBBIE H. SCRUGGS

WHEREAS, **we** the said **Seth W. Scruggs and Bobbie H. Scruggs** SEND GREETING:

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 **Four Thousand and No/100ths** (\$ **4,000.00**) DOLLARS, to be paid **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 **15th** day of **October**, 19**70**, and on the **15th** day of each **succeeding** month of each year thereafter the sum of \$ **123.51**, to be applied on the

interest and principal of said note, said payments to continue up to and including the **15th** day of **August**, 19**73**, and the balance of said principal and interest to be due and payable on the **15th** day of **September**, 19**73**; the aforesaid **monthly** payments of \$ **123.51** each are to be applied first to

interest at the rate of **seven** (**7**%) per centum per annum on the principal sum of \$ **4,000.00** 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 **Seth W. Scruggs and Bobbie H. Scruggs**

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 **Seth W. Scruggs and Bobbie H. Scruggs**

Scruggs 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 certain piece, parcel or lot of land situate, lying and being on the Southeastern side of Kensington Road in Paris Mountain Township, near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 9 of a subdivision known as Stratford Forest, and having according to a plat of said subdivision prepared by Piedmont Engineering Service, dated February 24, 1957, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book KK at page 89, the following metes and bounds:

BEGINNING at an iron pin on the Southeastern side of Kensington Road at the joint front corner of Lots Nos. 8 and 9, and running thence with the line of Lot No. 8 S. 59-55 E. 211.5 feet to an iron pin; thence N. 33-38 E. 261.55 feet to an iron pin at the joint rear corner of Lots Nos. 9 and 10; thence with the line of Lot No. 10 N. 64-54 W. 252.8 feet to an iron pin on the Southeastern side of Kensington Road; thence with the Southeastern side of Kensington Road S. 24-21 W. 240 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 August 17, 1970, and to be recorded herewith in the R.M.C. Office for Greenville County, South Carolina.