

STATE OF SOUTH CAROLINA, }

COUNTY OF GREENVILLE,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS I, F.C. Lupo

am well and truly indebted to Frank H. Earle

in the full and just sum of Three thousand & no/100 (\$3000.00)

Dollars, in and by MY certain promissory note in writing, of even date herewith, due and payable ~~on~~ one year from date.

1/1/11

1/1/11

with interest from date

at the rate of eight per centum per annum until paid; interest to be computed and paid annually,

and if unpaid when due to bear interest at same rate as principal until paid, and I have further promised and agreed to pay ten per cent. of the whole amount due for attorney's fees, if said note be collected by an attorney or through legal proceedings of any kind, reference being hereunto had will more fully appear.

NOW, KNOW ALL MEN, That I the said F.C. Lupo

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof according to the terms of the said note and also in consideration of the further sum of Three Dollars to me

in hand well and truly paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Frank H. Earle

all that piece, parcel, tract or lot of land situated in Greenville

Township, Greenville County, State of South Carolina, In the City of Greenville, being lot #48 of North Cherokee

Park according to a plat thereof in plat book C., page 96 in R.M.C. Office for Greenville County, South Carolina. Said lot lies on the north side of Keowee Avenue and fronts said Keowee Avenue sixty (60) feet and runs back to an alley to a depth of 172 feet. It is understood and agreed that the grantor reserves the right to place along the Street and Alleys of which said lot abuts, Sewer Pipes, Electric Wires, Street Car Tracks and any lines of or pipes for public utilities without compensating the grantee or his heirs or assigns and further that no person of african descent shall be allowed to occupy or hold or enjoy said premises, and that these above conditions shall be declared to be conditions subsequent, a breach of which shall be construed to give the grantor, his successors and assigns the right to re-enter and take possession of said premises and effect the grantee, his heirs and assigns.

See Instrument to this mortgage, see P. C. M. Book 268 Page 171
The lien of this mortgage renewed by said Instrument June 12-1937.
Frank H. Earle.