

THE STATE OF SOUTH CAROLINA,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

COUNTY OF GREENVILLE.

I, J. Ed. Hart

SEND GREETING:

WHEREAS, I, the said J. Ed. Hart

in and by ^{my} certain ^{promissory note} note in writing, of

even date with these presents, ^{am} Farmers and Merchants Bank of Greenville, S.C. well and truly indebted to

in the full and just sum of ^{thirty-five hundred} Dollars, to be paid

with interest thereon ^{at the rate of 8} per cent, per annum, ^{to be} computed and paid

until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then 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 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 his 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 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 I, the said J. Ed. Hart, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Farmers and Merchants Bank of Greenville, S.C.

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said J. Ed. Hart, in hand well and truly paid by the said Farmers and Merchants Bank of Greenville, S.C.

at and before the signing 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 Farmers and Merchants Bank of Greenville, S.C.

All that certain lot or parcel of land situate, lying and being in the 2nd, ward of the City of Greenville, County and State aforesaid, being known and designated as lot No. 8 of Harcourt as shown on plat recorded in R.M.C. Office for Greenville County in Plat Book F, page 284, and having according to said plat the following metes and bounds, to-wit:- Beginning at an iron pin joint corner of lots Nos. 7 & 8, on Harcourt, and running thence with said Harcourt N. 84.40 W. 80 feet to an iron pin; thence with Harcourt N. 59.30 W. 75 feet to an iron pin; thence N. 19.34 E. 86.8 feet to an iron pin on a 30 foot street; thence with said Street S. 84.34 E. 126 feet to an iron pin corner of lot No. 7; thence with line of that lot S. 10-08 W. 163.7 feet to the point of beginning. Subject, however to the following conditions and restrictions to wit:

- 1. Said property shall never be sold to other than white persons neither shall it ever be used for other than residential purposes for white persons (Servants houses for owners along excepted).
- 2. No house other than servants houses or outhouses appurtenant to a residence shall be built on said lot which shall cost less than \$6,000. and must face Harcourt, nor shall more than one residence be built upon said lot.
- 3. Said lot shall not be recut or subdivided to face in any direction other than as shown on said plat nor shall any building be built on said lot nearer to Harcourt Street than 15 feet. This mortgage is given to secure the aforesaid note and any and all renewals thereof.

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State of South Carolina,
County of Greenville.

For value received, I, W.C. Cleveland, the owner and holder of a note and mortgage of J. Ed Hart to W.C. Cleveland in the sum of \$10,000.00 which mortgage is recorded in the R.M.C. Office for Greenville County in Vol. 114 of Mortgages at page 245, do hereby forever release and discharge the within described land from the lien of said mortgage.

Witness my hand and seal this 13th, day of July, 1925.

In the presence of:

O.P. Mills
A.G. Gower.

W.C. Cleveland (L.S.)

State of South Carolina,
County of Greenville.

Personally appeared before me A.G. Gower and made oath that he saw W.C. Cleveland sign, seal and as his act and deed execute and deliver the foregoing release and that he with O.P. Mills witnessed the execution thereof.

Sworn to before me this 13th, day of July, 1925.

V.M. Manning (L.S.)

A.G. Gower

Notary Public for South Carolina.

Recorded August 11th, 1925 at 11:30 A.M.

For Release to this Mortgage - See Mtg Book by at Page 132.

Handwritten notes:
Satisfied Sept. 1927
Merchants Bank of Greenville
J. Ed. Hart
Cashier
this 14th