

State of South Carolina

County of Greenville

Whereas, P. D. Lupo, a citizen and resident of the County of Greenville, State of South Carolina, desires to purchase from time to time, now and in the future, certain gas, oil, goods, wares and merchandise, from the Payne Oil Company, a corporation incorporated under the laws of the State of South Carolina, of the value and purchase price not to exceed the total amount of One Thousand Five Hundred (\$1,500.00) Dollars; and

Whereas, it is the intent and purpose of the Payne Oil Company and P. D. Lupo to enter into an agreement whereby the Payne Oil Company shall, at its option, extend credit at the present time and from time to time in the future, to P. D. Lupo for the purchase price of said gas, oil, goods, wares and merchandise, in a total amount not exceeding One Thousand Five Hundred (\$1,500.00) Dollars, and that any and all sums due by the said P. D. Lupo to the Payne Oil Company shall be secured by mortgage of the property hereinafter described.

Now, therefore, know all men by these presents, that I, P. D. Lupo, in consideration of any and all gas, oil goods, wares and merchandise, that may be sold to me by the Payne Oil Company, a corporation, at the present time or at any time in the future, and for the better securing payment thereof to the Payne Oil Company, a corporation, and also in consideration of the further sum of Three Hundred (\$300.00) Dollars to me, the said P. D. Lupo, in hand well and truly paid by the Payne Oil Company 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 Payne Oil Company a corporation, all that certain piece, parcel and lot of land described as follows;

All that piece, parcel or lot of land situated outside the City of Greenville, in the County and state aforesaid, being Lot No. 15, situate on the East side of Jones Avenue and fronting said street 70 feet and running back to Southern line 183.5 feet, northern line 186.6 feet and 70.18 feet on back as shown by plat of R. E. Dalton for W. C. McDaniel January 1924, (Recorded in Plat Book F, page 186) to which reference is made as a part of this description.

It is agreed and understood that this conveyance is made subject to the following conditions:

That no building shall be erected on said lot so that any part thereof will be nearer than 30 feet of the property sidewalk line.

That it shall not be sold or rented to persons of African descent.

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 Payne Oil Company, a corporation, its successors and assigns forever. And the said P. D. Lupo does, hereby bind himself, his heirs and assigns, to warrant and forever defend all and singular the said premises unto the said Payne Oil Company, its successors and assigns, from and against himself, his heirs 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 lot in a sum of not less than One Thousand Five Hundred (\$1,500.00) 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 of such insurance under this mortgage, with interest.

And if at any time any part of said debt, or interest thereon, be past due and unpaid, said P. D. Lupo 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 premises and collect said rents and profits, applying the net proceeds thereafter (after paying costs of collection) upon said debt, interest, costs or expenses; without liability to account for anything more than the rents and profits actually collected.

Provides always, nevertheless, and it is the true intent and meaning of the parties to these presents, that if the said mortgagor does and shall well and truly pay or cause to be paid unto the said mortgagee the debt or sum of money aforesaid, with interest thereon, if any is due, according to the true intent and meaning of the said agreement, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.

(OVER)

Handwritten notes and stamps: "Satisfied and Cancelled", "Recorded 31st day of Dec 1924", "Plat 1130", "W. C. McDaniel", "R. E. Dalton", "Greenville, S.C.", "Plat 1130".