

MORTGAGE

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, **Winnie Williams**

of

Greenville, South Carolina

, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto
South Carolina

Perpetual Building & Loan Association, Fort Mill,
a corporation

organized and existing under the laws of **South Carolina**, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of **Three Thousand Four Hundred & No/100** Dollars (\$3,400.00), with interest from date at the rate of **Four & one-half** per centum ($4\frac{1}{2}$ %) per annum until paid, said principal and interest being payable at the office of **Perpetual Building & Loan Association, Fort Mill, S. C.** or at such other place as the holder of the note may designate in writing, in monthly installments of **Twenty-One and 52/100** Dollars (\$ 21.52), commencing on the first day of **October**, 19**39**, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of **September**, 19**39**.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its successors and assigns, the following-described real estate situated in the County of **Greenville**, State of South Carolina:

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, situate, lying and being near the corporate limits of the City of Greenville, in Tax District 8-GD, known and designated as Lot No. 25 on map of Lanneau Drive Highlands made by Dalton & Neves, August 1937, recorded in the R. M. C. Office for Greenville County in Plat Book "D" at page 288-289 and having the following courses and distances, according to said plat:

BEGINNING at an iron pin on the Eastern side of Ottoway Drive, joint Western corner of Lots No. 24 and 25, which point is the distance of 168.2 feet in a Southerly direction from the intersection of Ottoway Drive and Lanneau Drive, and running thence along the dividing line of Lots No. 24 and 25 N. 63-47 E. 150 feet to an iron pin; thence S. 26-13 E. 50 feet to and iron pin; thence along the dividing line of Lots No. 25 and 26 S. 63-47 W. 150 feet to an iron pin on the Eastern side of Ottoway Drive; thence along Ottoway Drive N. 26-13 W. 50 feet to the point of beginning.

"Grantee agrees to pay taxes for year 1939.

"This conveyance is made subject to the following restrictions, which are imposed for the benefit of the grantor and may be modified by it when such modification is deemed by it to be to the best interest of all concerned.

1. This property is for residential purposes only.
2. No residence shall be erected on said property to cost less than \$3,000.
3. Said property shall never be sold, rented or otherwise disposed of to any person or persons having any percentage of Negro blood.
4. No building of any kind shall be erected nearer to the street than 35 feet or nearer than 5 feet of any property line.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

5. Nothing that constitutes a nuisance or injury to others' property shall be permitted.
6. Grantor reserves the right to place along the street and alleys on which said lot abuts, sewer pipes, electric wires, car tracks and any lines or pipes for public utilities without compensating the grantee or her heirs or assigns.
7. No whiskey, or intoxicating beverages shall be sold on the property.

STATE OF SOUTH CAROLINA
COUNTY OF YORK

ASSIGNMENT OF REAL ESTATE MORTGAGE

FOR VALUE RECEIVED, and without recourse, warranty or representation the Perpetual Building & Loan Association hereby transfers, sets over and assigns to Peoples Trust Company of Shamokin, Shamokin, Pa. its successors and assigns, the attached mortgage and the note thereby secured, executed by Winnie Williams to the Perpetual Building & Loan Association, Fort Mill, South Carolina, said mortgage being recorded in the Office of the Clerk of Court for Greenville County, South Carolina, on Sept. 21st, 1940, in Book No. 283, Page No. 273.

Witness our hands and seals this 7th day of May, 1940.

Signed, sealed and delivered in the presence of:

Minerva Bass
E. D. Lee

PERPETUAL BUILDING & LOAN ASSOCIATION
BY: L. F. Abernethy,
Vice-President

STATE OF SOUTH CAROLINA
COUNTY OF YORK

PERSONALLY appeared before me Minerva Bass who being duly sworn says that she saw Perpetual Building & Loan Association by x , its Vice-President, sign, seal and execute and as its act and deed deliver the foregoing Assignment for the uses and purposes therein mentioned and that she with E. D. Lee witnessed the due execution and delivery thereof.

Sworn to before me this 7th day
of May, 1940

J. L. Spratt

Notary Public for South Carolina

Minerva Bass

My commission expires at the pleasure of the Governor

Assignment Recorded May 21st, 1940, at 9 A. M. #7349

Handwritten notes and stamps:
The debt hereby secured by this instrument is hereby assigned to the Mortgagor.
Mortgagee: M.E. Abernethy
Witness:
RECORDED AND INDEXED
MAY 21 1940
CLERK OF COURT
GREENVILLE COUNTY, S.C.
26854