

MORTGAGE OF REAL ESTATE

THE STATE OF SOUTH CAROLINA,)
COUNTY OF GREENVILLE.)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, L. A. Moseley, of the County of Greenville, in the State aforesaid, SEND GREETING:

WHEREAS, I the said L. A. Moseley am indebted in and by my certain Note bearing date the 26th day of September A. D., 1939, in the sum of Eighteen Hundred and no/100 (\$1,800.00) Dollars, payable to BANK OF GREENWOOD, or Order, December 23, 1939 as in and by the said Note-- reference being thereunto had will more fully appear.

NOW KNOWN ALL MEN, That I the said L. A. Moseley in consideration of the said debt and Note aforesaid, and the performance of the covenants hereinafter named and contained, to the said BANK OF GREENWOOD, according to the conditions of the said Note---and also in consideration of the sum of ONE DOLLAR to me in hand well and truly paid by said BANK OF GREENWOOD, at an before the sealing and delivery of these Presents the receipt whereof is hereby acknowledged have granted, bargained, sold and released and by these Present DO GRANT, BARGAIN, SELL and RELEASE unto said BANK OF GREENWOOD the following:

All that certain piece, parcel or lot of land, with all improvements thereon or to be constructed thereon, situate and being on Rogers Avenue known and designated as lot numbered forty-one (41), and shown on plat of said property recorded in the Office of the Register of Mesne Conveyance for Greenville County in Plat Book "I" at page 33, with the following lines, courses and distances, to wit:-

Beginning at an iron pin on Rogers Avenue on the southern side of a six (6) foot sidewalk running along said Rogers Avenue, joint corner of lots numbered forty (40) and forty-one (41), thence along said sidewalk, N. 79-28 E. fifty (50) feet, to an iron pin on the western side of a six (6) foot sidewalk running along King Street; thence along said King Street, S. 10-17 E. one hundred and fifty (150) feet, to an iron pin; thence S. 79-28 W., fifty (50) feet, to an iron pin, joint corner of lots forty (40) and forty-one (41); thence with line of lot numbered forty (40) N. 10-17 W. one hundred and fifty (150) feet to an iron pin, the beginning corner, reference being hereby had to said plat which is made a part hereof.

Said property is sold subject to the following restrictions which constitute a part of the consideration therefor and shall be effective for a period of twenty-five (25) years from the date hereof.

1. Said property is to be used for residential purposes only.
2. No house is to be erected on said lot nearer the sidewalk running along Rogers Avenue than twenty (20) feet.
3. No residence is to be erected thereon at a cost of less than two thousand (\$2,000.00) dollars.
4. No house is to be erected thereon which does not meet the requirements enabling the securing of a Government Guaranteed loan thereon.
5. The property is not to be sold to any person of African descent.

Together with all and singular the Rights, Members, Hereditaments, and Appurtenances to the said Premises belonging or in anywise appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises unto BANK OF GREENWOOD its Successors and Assigns forever. And I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said BANK OF GREENWOOD, its Successors and Assigns from and against me and my Heirs, Executors and Administrators, and any and all other person or persons whomsoever lawfully, claiming or to claim the same or any part thereof.

PROVIDED, ALWAYS NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents that if I the said L. A. Moseley do and shall well and truly pay or cause to be paid unto the said BANK OF GREENWOOD, or its order, the said debt, or sum or money aforesaid, with interest thereon, if any shall be due according to the terms of said Note--; and do and perform all the covenants and agreements herein contained, then this deed of Bargain shall cease, determine and be utterly null and void, otherwise to remain in full force and virtue.

1 It is Covenanted and Agreed by and between the parties that the said L. A. Moseley his Heirs, Executors, and Administrators, shall and will insure the house and all the buildings on the said premises (if any there be) in such insurance company as may be approved by BANK OF GREENWOOD, in a sum of not less than Eighteen Hundred and No/100 (\$1,800.00) Dollars, against loss or damage by fire and Eighteen Hundred and no/100 (\$1,800.00), Dollars against tornado and the same kept insured until the above mentioned debt is fully paid, and assign the policy to the said BANK OF GREENWOOD, and in case that he fails to do so, the said BANK may cause the same to be done and reimburse itself for the premiums and expenses these with interest thereon at the rate of 5% per cent and that the same shall stand secured by this mortgage.

2. It is also Covenanted and agreed, that the said L. A. Mosley shall pay as they become due all taxes by whatsoever authority legally imposed upon the property hereby mortgaged, and in case he fails to do so the said BANK may cause the same to be paid and reimburse itself therefor with interest at the rate of 5% per cent. per annum and the amount stand secured by this mortgage.

Received
the sum of one dollar
paid to me in hand
by the said Bank of Greenwood
at an before the sealing
and delivery of these presents
the receipt whereof is hereby
acknowledged
granted, bargained, sold and
released and by these presents
do grant, bargain, sell and
release unto said Bank of Greenwood
the following:
All that certain piece, parcel
or lot of land, with all
improvements thereon or to be
constructed thereon, situate
and being on Rogers Avenue
known and designated as lot
numbered forty-one (41), and
shown on plat of said property
recorded in the Office of the
Register of Mesne Conveyance
for Greenville County in Plat
Book "I" at page 33, with the
following lines, courses and
distances, to wit:-
Beginning at an iron pin on
Rogers Avenue on the southern
side of a six (6) foot sidewalk
running along said Rogers
Avenue, joint corner of lots
numbered forty (40) and forty-
one (41), thence along said
sidewalk, N. 79-28 E. fifty
(50) feet, to an iron pin on
the western side of a six (6)
foot sidewalk running along
King Street; thence along
said King Street, S. 10-17 E.
one hundred and fifty (150)
feet, to an iron pin; thence
S. 79-28 W., fifty (50) feet,
to an iron pin, joint corner
of lots forty (40) and forty-
one (41); thence with line of
lot numbered forty (40) N.
10-17 W. one hundred and
fifty (150) feet to an iron
pin, the beginning corner,
reference being hereby had to
said plat which is made a part
hereof.
Said property is sold subject
to the following restrictions
which constitute a part of the
consideration therefor and
shall be effective for a period
of twenty-five (25) years from
the date hereof.
1. Said property is to be used
for residential purposes only.
2. No house is to be erected
on said lot nearer the
sidewalk running along Rogers
Avenue than twenty (20) feet.
3. No residence is to be
erected thereon at a cost of
less than two thousand
(\$2,000.00) dollars.
4. No house is to be erected
thereon which does not meet
the requirements enabling the
securing of a Government
Guaranteed loan thereon.
5. The property is not to be
sold to any person of African
descent.
Together with all and singular
the Rights, Members,
Hereditaments, and
Appurtenances to the said
Premises belonging or in any
wise appertaining.
TO HAVE AND TO HOLD, all and
singular the said Premises
unto BANK OF GREENWOOD its
Successors and Assigns forever.
And I do hereby bind myself
and my Heirs, Executors and
Administrators, to warrant and
forever defend all and singular
the said Premises unto the
said BANK OF GREENWOOD, its
Successors and Assigns from
and against me and my Heirs,
Executors and Administrators,
and any and all other person
or persons whomsoever
lawfully, claiming or to claim
the same or any part thereof.
PROVIDED, ALWAYS
NEVERTHELESS, and it is the
true intent and meaning of
the parties to these Presents
that if I the said L. A.
Moseley do and shall well and
truly pay or cause to be paid
unto the said BANK OF
GREENWOOD, or its order, the
said debt, or sum or money
aforesaid, with interest
thereon, if any shall be due
according to the terms of said
Note--; and do and perform
all the covenants and
agreements herein contained,
then this deed of Bargain
shall cease, determine and be
utterly null and void,
otherwise to remain in full
force and virtue.
1 It is Covenanted and Agreed
by and between the parties
that the said L. A. Moseley
his Heirs, Executors, and
Administrators, shall and will
insure the house and all the
buildings on the said
premises (if any there be) in
such insurance company as may
be approved by BANK OF
GREENWOOD, in a sum of not
less than Eighteen Hundred
and No/100 (\$1,800.00) Dollars,
against loss or damage by
fire and Eighteen Hundred
and no/100 (\$1,800.00),
Dollars against tornado and
the same kept insured until
the above mentioned debt is
fully paid, and assign the
policy to the said BANK OF
GREENWOOD, and in case that
he fails to do so, the said
BANK may cause the same to
be done and reimburse itself
for the premiums and expenses
these with interest thereon
at the rate of 5% per cent
and that the same shall stand
secured by this mortgage.
2. It is also Covenanted and
agreed, that the said L. A.
Mosley shall pay as they
become due all taxes by
whosoever authority legally
imposed upon the property
hereby mortgaged, and in
case he fails to do so the
said BANK may cause the
same to be paid and
reimburse itself therefor
with interest at the rate of
5% per cent. per annum
and the amount stand
secured by this mortgage.

29 Jan. 1940
James W. Smith
5:45
#1236