

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

THE STATE OF SOUTH CAROLINA, }
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, L. A. Moseley, of the County and State aforesaid, SEND GREETINGS:

Whereas, I the said L. A. Moseley, in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to The Bank of Greenwood, Greenwood S. C.,

in the full and just sum of Eighteen Hundred and no/100 (\$1,800.00) Dollars, to be paid March 1, 1940

with interest thereon from November 1, 1939 at the rate of 5 per centum per annum, to be computed and paid at date of maturity

interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, 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 its 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 attorneys' 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 L. A. Moseley

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Bank of Greenwood, Greenwood, 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 L. A. Moseley

in hand well and truly paid by the said Bank of Greenwood,

at and before 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

Bank of Greenwood, Greenwood, S. C.

All that certain piece, parcel or lot of land with all improvements thereon situate and being on Rogers Avenue, known and designated as lot numbered thirty-nine (39), 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 thirty-eight (38) and thirty-nine (39) thence along said sidewalk, N. 79-28 E., fifty (50) feet, to an iron pin, joint corner of lots numbered thirty-nine (39) and forty (40); thence along the line of lot numbered forty (40), S. 10-17 E., on 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 numbered thirty-eight (38) and thirty-nine (39); thence along the line of lot numbered thirty-eight, (38), 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.

State of South Carolina, Greenville County. I, L. A. Moseley, received full payment of the debt secured by this mortgage on March 1, 1940. Witness my hand and seal this 1st day of February, 1940. L. A. Moseley, President of Bank of Greenwood, S. C. Vice - J. B. [unclear]