

MORTGAGE OF REAL ESTATE—G.R.E.M. 5

42161 PROVENOR—JARRARD CO.—GREENVILLE

STATE OF SOUTH CAROLINA, }
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, R. S. Eassy

am well and truly indebted to

Citizens Lumber Company

in the full and just sum of Two Thousand Five Hundred and no/100 (\$2500.00)

Dollars, in and by my certain promissory note in writing, of even date herewith, due and payable on the _____ day of _____

Twenty-Five and no/100 (\$25.00) Dollars per month beginning

which payments shall apply first to interest and then to principal, and with the balance of principal and interest payable at the end of two years.

*Paid Oct. 15, 1942
Citizens Lumber Co.
J. A. Roe,
Treas.*

*PAID AND CANCELLED OF
NO. 157 DAY OF Oct. 1942
Ollie Jarrard
FOR GREENVILLE COUNTY, S. C.
10679*

_____ date _____ at the rate of Six (6%) per centum per annum until paid; interest to be computed and paid monthly with interest from _____ annually, and if unpaid when due to bear interest at same rate as principal until paid, and I have further promised and agreed to pay ten per cent. of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW KNOW ALL MEN, That I, the said R. S. Eassy

_____ in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me in hand well and truly paid at and before the sealing and delivery 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 _____

Citizens Lumber Company

all that tract or lot of land in Butler Township, Greenville County, State of South Carolina.

on the south side of Ackley Street, beginning at an iron pin, being a part of lot No. 13, as shown on a plat of the property of L. S. Hand as recorded in Plat Book J, pages 146 and 147, having the following metes and bounds:

Beginning at an iron pin on the south side of Ackley Street and a proposed thirty foot unnamed street at the Southeast corner of Ackley Street, which point is thirty feet from the Southwest corner of lot No. 4 and running thence along the line of said Ackley Street, S. 65 W. 148 feet to an iron pin; thence S. 36-05 E. 750 feet to an iron pin; thence N. 54-03 E. 148 feet to an iron pin on the west side of said proposed street; thence along the line of said proposed street, ~~thence along the line of said proposed street~~ N. 36-05 W. 750 feet to the beginning corner.

Subject however to the following conditions and restrictions which shall be deemed as covenants running with the land:

1. This property shall be used for residential purposes only, and shall not be sold, rented or otherwise disposed of to persons of African descent.
2. The cost of building shall not be less than \$2,000.00 (garages or servant quarters excepted).
3. No building shall be constructed within thirty feet of Ackley Street or within 20 feet of said unnamed Street.

This property was released from Contract of Title, executed from L. S. Hand to Wm. G. Sirrine and recorded in R. M. C.'s office for Greenville in Book 215 at page 312.

Since the acquisition of this property by R. S. Eassy, the said property has been redivided in lots No. 21A, 22A, 23A, 24A, 25A, 26A, 27A, 28A, and 29A.

It is expressly understood between the parties to this mortgage that the mortgage shall cover lots No. 21A, 25A, 28A, and 29A. Lots No. 25A, 28 A, and 29A shall be released at any time upon payment of \$100.00 each. The Citizens Lumber Company shall carry this mortgage for a period or two years at twenty-five dollars per month. At the end of said period R. S. Eassy is requested to have the loan transferred. If a desirable loan cannot be obtained, then the Citizens Lumber Company agrees to carry this mortgage one additional year.