

MORTGAGE OF REAL ESTATE—G.R.E.M. 5

STATE OF SOUTH CAROLINA,
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, James H. Stewart, Jr.

*The Debt hereby Secured is Paid
in Full and the Lien of this
Instrument is Satisfied this
8th day of July 1944*

The Citizens Bank of Fountain Inn

*Citizens Bank, Fountain Inn, S.C.
P.O. Wensley, Pres.
Woods*

S.C.
well and truly indebted to

in the full and just sum of

FORTY TWO HUNDRED FIFTY AND NO/100 (4250.00)

Dollars, in and by my certain promissory note in writing, of even date herewith, ~~and~~

to be paid in the following manner: Two Hundred Forty (\$240.00) every six (6) months beginning as of August 1, 1941 and in like amount every six (6) months thereafter until paid in full. The whole of the principal amount thereof to be due and payable five (5) years from date. The mortgagor reserving the right to anticipate the payment of the whole at any time.

*SATISFIED AND CANCELLED OF
RECORD 8th DAY OF July 1944
Ollie James
A.M. FOR GREENVILLE COUNTY, S.C.
11:50 O'CLOCK #7219*

date _____ at the rate of Five (5%) per centum per annum until paid; interest to be computed and paid semi- 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 James H. Stewart, Jr.

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 Citizen's Bank of Fountain Inn, its successors and assigns forever,

all that tract or lot of land in Greenville Township, Greenville County, State of South Carolina, on the Southern side of Fairview Avenue, near the City of Greenville, being the western portion of lot No. 6 as shown on plat of the addition to Highland Terrace made by W. J. Riddle, Surveyor, in May, 1930, and described as follows:

BEGINNING at a stake on the South side of Fairview Avenue, at corner of lot No. 5, and running thence with the line of said lot South 23-30 W. 161.1 feet to a stake; thence S. 66-30 E. 85 feet to a stake; thence N. 23-30 E. 160.3 feet, more or less, to Fairview Avenue; thence with the Southern side of Fairview Avenue, N. 66-04 W. 85 feet to the beginning corner.

Subject, however, to the following restrictions:

- (1) This lot is sold for residential purposes only, and no dwelling shall be erected thereon that shall cost less than \$4,500.00 when completed, and no part of which shall be nearer the front line of said lot than 50 feet.
- (2) This lot is sold with the express covenant that it shall never be sold, rented, or otherwise disposed of to anyone of African descent.

There being located on the above described premises a brick dwelling, my present residence. This being a first mortgage on the premises, there being no other encumbrances or liens against same.