

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

PROVIDENCE—HARRARD CO.—GREENVILLE 01419

THE STATE OF SOUTH CAROLINA, }
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Theodore C. Ellison SEND GREETINGS:

Whereas, I the said Theodore C. Ellison
in and by MY certain Promissory note in writing, of even date with these presents, AM
well and truly indebted to Ruby B. Gilfillin

in the full and just sum of TWO HUNDRED FIFTY and no/100
(\$250.00) Dollars, to be paid One (1) year after date

*The debt hereby secured is paid in full
The Lien of this instrument is satisfied this
14th of November 1947
Ruby B. Gilfillin*

*By J. M. Gilfillin
Witness: J. M. Gilfillin*

with interest thereon from _____ date _____ at the rate of _____ per centum per annum, to be computed and paid semi-annually

until paid in full; all interest not paid when due to bear 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 Theodore C. Ellison
in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Ruby B. Gilfillin

according to the terms of the said note, and also in consideration of the further sum of Three Dollars the said Theodore C. Ellison
in hand well and truly paid by the said Ruby B. Gilfillin,

*RECORDED AND CANCELLED ON 11/15/47
Office of the Register of Deeds
S.C. FOR GREENVILLE COUNTY, S.C.
11/15/47*

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 Ruby B. Gilfillin, her heirs and assigns forever.

All that certain piece, parcel or lot of lands situate and being in the County and State aforesaid, on the south side of Mount Vista Avenue, beginning at a stake at the corner of Lot No. 191, and running thence S. 64-37 W. 70' to a stake; thence S. 25-23 E. 225' to a stake; thence N. 57-29 E. 70.56' to a stake; thence N. 25-23 W. 216.2' to the point of beginning, and being Lot Number One Hundred Ninety (No. 190) of Traxler Park, subject, however, to the following restrictions:

1. No part of said lot shall be used for any purpose other than a single or multiple residence and outbuildings properly appertenant thereto.
2. No part of said lot shall be occupied by any person of the negroid races except in the capacity of a servant.
3. Out buildings appertenant to a residence shall be confined to the rear half of the lot upon which they are built unless they shall be integral to the residence to which they appertain.
4. No part of any residence may be built or extend nearer to the front property line of said lot than 35 feet.
5. No residence may be built upon any lot fronting upon Byrd Boulevard or Park Drive which shall have when completed, a reasonable value of less than \$4,000.00 and no residence may be built upon any lots fronting upon Reek Creek Drive, Woodvale Ave., or Mount Vista Ave., which shall when completed, have a reasonable value not less than \$3500.00.
6. No spirituous or malt liquors shall ever be manufactured or sold upon said lot.
7. These restrictions imposed for the benefit of the grantor and may be modified by grantor when strict modification is desired by him to the best interest of all concerned.

The above described land this day conveyed to me by this mortgage given in part payment of purchase price.