

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, Theodore C. Ellison

Whereas, I the said Theodore C. Ellison

in and by my certain promissory note in writing, of even date with these presents, well and truly indebted to Ruby B. Gilfillin

in the full and just sum of FOUR HUNDRED FIFTY (\$ 450.00 ) Dollars to be paid One (1) year after date

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

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, to the said Theodore C. Ellison

in hand well and truly paid by the said Ruby B. Gilfillin

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 land in Greenville Township, Greenville County, State of South Carolina, on the south side of Woodvale Avenue, being known and designated as Lot Number TWO HUNDRED FORTY TWO (No. 242) of Traxler Park, and having the following metes and bounds, to-wit:

BEGINNING AT AN IRON PIN ON THE SOUTH SIDE OF WOODVALE AVENUE, at joint corner of Lots Nos. 241 and 242, and running thence along the line of said Woodvale Avenue, N. 64-37 E. 70 feet to an iron pin, corner of Lot No. 243; thence along the line of said Lot No. 243, S. 25-23 E. 217.5 feet to an iron pin; thence S. 62-34 W. 70.5 feet to an iron pin, rear corner of Lot No. 241; thence along the line of said Lot No. 241, N. 25-23 W. 220 feet to the beginning corner; being the same lot of land conveyed to me by Ruby B. Gilfillin by her deed of this date, same to be recorded. And this mortgage is given in part payment.

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. Our buildings properly 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 of 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 Rock Creek Drive, Woodvale Avenue or Mount Vista Avenue which shall when completed have a reasonable value of less than \$3500.00.
6. No sprirtuous or malt liquir shall ever be manufactured or sold upon said lot.
7. These restrictions are imposed for the benefit of the grantor and may be modified by him when strict modification is desired to the best interest of all concerned.

SATISFIED AND RECEIVED ON RECORD 15 DAY OF Oct 1945 Ollie T. ... R. M. S. FOR GREENVILLE COUNTY, S. C. 11981

*in full*  
*paid and satisfied 1945*  
*Oct. 15*  
*Ruby B. Gilfillin*