

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

PROVINCE—JARRARD CO.—GREENVILLE 21419

THE STATE OF SOUTH CAROLINA, }
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Fulton V. Clinkscales, SEND GREETINGS:

Whereas, I the said Fulton V. Clinkscales
in and by my certain PROMISSORY note in writing, of even date with these presents, am
well and truly indebted to Wilma C. Lawton

in the full and just sum of Six Thousand (\$6,000.00) Dollars
~~xxxxxxxxxxxx Dollars~~ to be paid 12 months after date with the privilege of
anticipating the principal, interest or any part thereof.

with interest thereon from X at the rate of 7 per centum per annum, to be computed and paid 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, Fulton V. Clinkscales, the said Fulton V. Clinkscales, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Wilma C. Lawton according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me the said Fulton V. Clinkscales in hand well and truly paid by the said Wilma C. Lawton

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 Wilma C. Lawton

All that certain piece, parcel or lot of land situate, lying and being near the City of Greenville, State and County aforesaid, and being known as lot No. 40 in the subdivision known as Park Hill, according to plat recorded in R.M.C. office for Greenville County in Plat Book I, Page 36, and more particularly described as follows:

BEGINNING at an iron pin on Aberdeen Avenue and running thence S. 62-50 E. 135 feet to an iron pin; thence S 57-58 E. 40 feet to an iron pin, corner of lot No. 14; thence S 32-55 W. 72 feet to corner of lot No. 41; thence N 62-50 W. 165.7 feet to a pin on Aberdeen Avenue; thence with Aberdeen Ave. N 27-10 E 75 feet to the beginning corner.

The following restrictions are hereby declared to be conditions and are a part of the consideration for this conveyance:

1. No residence shall be erected upon said lot at a cost of less than \$4,000.00.
2. No residence shall be erected upon said lot with the front building line less than twenty feet from the front of said lot.
3. No building shall be erected upon said lot other than a residence and such buildings as may be necessarily pertain thereto.
4. This lot shall at no time be conveyed to a person of African descent but the owner may erect servants quarters upon said property.
5. These restrictions and conditions shall be binding upon the Grantee herein, his heirs and assigns.

The above described land is the same conveyed to me by Mary B. Lewis on the 17th day of January, 1938, deed recorded in R.M.C. Office for Greenville County in Book 201 at Page 363.