

State of South Carolina, }  
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Gilbert M. Phillips

SEND GREETING:

WHEREAS, I, Gilbert M. Phillips

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to James L. Love

in the full and just sum of five hundred eighty and 31/100 (\$580.31) Dollars - - - - - Dollars  
to be paid: on or before six months after date

with interest thereon from date at the rate of six

per cent. 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, then 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; said note further providing for an attorney's fee of ten (10%) per cent. of the amount due thereon, besides all costs and expenses of collection, to be added to the amount due on said note and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind (all of which are secured under this mortgage); as in and by the said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That the said Mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee, according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor, in hand well and truly paid by the said Mortgagee, at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain and release unto the said Mortgagee, and his Heirs and Assigns, forever, all and singular that certain piece, parcel, lot or tract of land situate, lying and being in Greenville Township, Greenville County, State aforesaid, in that section known as Sans Souce

about two miles North of the City of Greenville, on Paris Mountain Avenue between the Franklin Road and Beacon Street, said lot having the following lines, courses, and distances:-

BEGINNING at an iron pin on the Southern edge of a five (5) foot sidewalk running along Paris Mountain Avenue, said pin being the joint corner of lots numbered eighteen (18) and nineteen (19), and running thence along the southern edge of said sidewalk, S. 84-28 W. 60.3 feet to an iron pin, joint front corner of lots seventeen (17) and eighteen (18); thence along the western line of lot seventeen (17) S. 6-06 E. 179.5 feet to an iron pin, joint rear corner of lots seventeen (17) and eighteen (18); thence N. 80-00 E. 120.3 feet to an iron pin, joint rear corner of lots nineteen (19) and twenty (20); thence along the eastern line of lot twenty (20), N. 6-01 W. 171.1 feet to an iron pin on the southern edge of a five (5) foot sidewalk on Paris Mountain Avenue, said pin being the joint front corner of lots nineteen (19) and twenty (20); thence along the southern edge of said sidewalk, S. 84-28 W. 60 feet to an iron pin, the beginning corner, said lot being known and designated as lots numbered eighteen (18) and nineteen (19) on Plat of said property recorded in the Office of the Register of Mesne Conveyance for Greenville County in Plat Book "I" at page 150, which plat is hereby referred to and made a part hereof.

Said property is in a restricted district, and is sold subject to the following restrictions, which constitute a part of the consideration therefor, and shall be effective for a period of Twenty-five (25) years from the date hereof:-

- (1) Said property is to be used for residential purposes only.
  - (2) No residence is to be erected thereon at a cost of less than three thousand dollars (\$3,000.00)
  - (3) No building is to be built thereon near the southern edge of said sidewalk running along Paris Mountain Avenue than twenty (20) feet.
  - (4) Said property is not to be sold to any person of African descent.
- The proceeds of this loan used for part payment of purchase price.

RECORDED AND CANCELLED OF RECORD  
15 DAY OF APRIL 1947  
Orelia J. ...  
R.M.C. FOR GREENVILLE COUNTY, S.C.  
17342 O'CLOCK P.M. NO. 7303