

to iron pin, joint front corner of Lots Nos. 1 and 2; thence S. 87-0 E. 64.4 feet along the northern side of South Woodside Circle to the point of beginning.

See, also, plat of Woodside Circle in Plat Book "E", page 219.

The above described property is the same conveyed to me by Andrea C. Patterson by deed dated May 13, 1949, recorded in Deed Book 381 at page 327 in said R. M. C. office on May 16, 1949.

Subject to the restriction, that said property shall never be sold, rented, or otherwise disposed of, to persons of African descent.

This is a first mortgage over the above described property and there are no other mortgages, judgments, nor other liens or encumbrances over or against same prior to this mortgage.

This mortgage is executed to obtain funds with which to build and complete the construction of a dwelling-house and improvements now in progress on said Lot Number Six (No. 6); and to construct a dwelling house and make improvements on said Lot No. 2 and Lot No. 5; out of said funds; the sum of \$3750.00 thereof so obtained, is to be used for said buildings and improvements on said property and for no other purpose.

This mortgage covers and is intended to cover any and all building, construction work and improvements now on said property or any part thereof, with any and all additions thereto; and any and all buildings and improvements to be constructed and made thereon, with any and all additions thereto, and to such said extent is a construction mortgage.

It is understood and agreed that the failure of the mortgagee to pay any installment of taxes, public assessments, or insurance premiums, when due, shall constitute a default, and that the mortgagee may, at its option, foreclose this mortgage or pay said items and add the same so paid to the principal amount of the debt, and they shall bear interest at the same rate.

Mortgagee agrees to release said property from the lien of this mortgage upon payment made in the following manner and as follows: Lot No. 6 with building constructed complete thereon, \$1750.00; and Lot No. 2 with building constructed complete thereon, \$2500.00; and Lot No. 5, vacant, \$250.00.

This mortgage is executed with the intention to comply in all respects with the Statutory Laws of the State of South Carolina, and especially Act of the General Assembly of said State passed at the regular session of 1950, to make uniform the law of Partnership, approved by the Governor.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said Premises unto the said Calvin Company,

Heirs and Assigns forever. And I do hereby bind myself, my

Heirs, Executors and Administrators to warrant and forever defend all and singular the said

Premises unto the said Calvin Company,

Heirs and Assigns, from and against myself and my

Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.