



TO ALL WHOM THESE PRESENTS MAY CONCERN

Mrs. Ollie Fainworth

WHEREAS, We, Charles J. Allen and Mae B. Allen

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bank of Piedmont

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Eight Hundred Fifty-two and 48/100 Dollars (\$852.48) due and payable

Payable in eighteen monthly payments of \$47.36 each beginning

July 13, 1961

with interest thereon from date at the rate of 6 per centum per annum, to be paid in advance

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released; and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the West side of Sunny Lane in Grove

Township, lying West of the Greenville-Piedmont Road, known as U. S. Highway No. 29 and being shown as Lot Nos. 24 and 25 on plat of property of R. E. Dalton, made by Dalton & Neyes, Engineers, November 1947, recorded in the R. M. C. Office for Greenville County in Plat Book "S", page 15 and having a corner to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the South side of Sunny Lane, joint corner of Tracts 23 and 25 and running thence S. 3-10 W. 101 feet to an iron pin; thence N. 78-45 W. 93.0 feet to a point on Saluda River; thence with said Saluda River N. 5-00 E. 305 feet to an iron pin; thence continuing up said river due North to a point on a small lake on edge of Saluda River; thence running through said lake S. 31-5 E. 600 feet to a point on lake; thence continuing up said lake and with center of branch to a point on edge of Sunny Lane being S. 30-0 E. 230 feet; thence with the line of Lot 23 S. 21-13 E. 167 feet to an iron pin on the East edge of Sunny Lane; thence with Sunny Lane along a curved line to a point on edge of Sunny Lane being S. 41-30 W. 87 feet; thence continuing with Sunny Lane along a curved line to a point on edge of Sunny Lane being S. 17-37 W. 80 feet; thence continuing with Sunny Lane along a curved line to a point on edge of Sunny Lane being S. 30-10 E. 97.5 feet; thence beginning corner and continuing Eastward to a point on edge of Sunny Lane being S. 30-10 E. 97.5 feet;

This being a portion of that property devised to the said R. E. Dalton, under the will of R. A. Dalton, Decedent, as shown in Plat Book "S" of the Office of the Probate Court for Greenville County in Apt. 230, File 20. And a portion of that property inherited by me, as the sole heir of Lucia Dalton Newton, Nee Lucia Dalton Taylor as shown in Apt. 827, file 26, Office of the Probate Court for Greenville County.

This property is conveyed subject to the following building restrictions:

- (1) The lot herein conveyed shall be used for residential purposes only.
- (2) The lot herein conveyed shall never be sold, rented, or otherwise disposed of to negroes or persons of African Descent.
- (3) No residence shall be erected on said lot costing less than \$2,500.00

It is hereby agreed and understood that five (5) acres of the above was sold to Clarence Allen and two (2) acres was sold to Ruth Allen.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whatsoever lawfully claiming the same or any part thereof.

*paid and satisfied this mortgage*

*Bank of Piedmont*

*By Charles T. Humber*

*Witness:*

*Ollie Fainworth*

*Mae B. Allen*