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MORTGAGE OF REAL ESTATE-Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

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STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JENNINGS L. GRAVES, JR. and JEAN B. GRAVES

*Jennings L. Graves, Jr.*

hereinafter referred to as Mortgagee) is well and truly indebted unto MOUNTAIN LAND AND WATER COMPANY

hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Three Thousand and No/100 Dollars (\$ 3,000.00) due and payable in two equal instalments of \$1,500.00 each plus interest at the rate of nine (9%) per cent per annum from date on January 1, 1957 and April 1, 1958

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

NOW, KNOW ALL MEN, That the Mortgagee, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagee may be indebted to the Mortgagee at any time for advances made to or for his account to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagee in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the mortgage aforesaid is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, as 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, in Cleveland Township, at or near Caesar's Head, and having according to a plat entitled "Property of Craig M. Bennett", prepared by J. D. Calves, Reg. Surveyor, dated August 18, 1954, as revised November 14, 1956, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 66 at Page 568, the following metes and bounds, to-wit:

BEGINNING at an iron pin 41.0 feet northwest of an unnamed drive at the joint corner of Lot No. 5 and an area identified on said plat as Parking Area; thence due North 60.0 feet to an iron pin; thence N. 23-59 E. 60.0 feet to an iron pin; thence S. 72-50 E. 196.5 feet to an iron pin; thence S. 22-26 W. 90.0 feet to an old iron pin, at the corner of Lot No. 4; thence N. 83-20 W. 164.9 feet to point of beginning.

ALSO: The right to use jointly with adjoining property for parking purposes only that certain tract abutting the northwest side of said lot and identified on said plat as Parking Area.

ALSO: The right to use without charge such septic tank or tanks lying in or near this as may be maintained by the Caesar's Head Company, Inc. for its own use. In the event that the Caesar's Head Company, Inc. discontinues said maintenance, then the property holders may continue to use and maintain the said tank or tanks.

This conveyance is made, however, subject to the following restrictions which are deemed covenants running with the land:

- (1) This property may be used for residential purposes only and no building other than a one-family dwelling may be erected thereon, garage and outbuildings excluded.
- (2) No hotel, inn, boarding house, cafe, restaurant or any type of eating establishment may be erected or operated on these premises.

Witness: 3-15-58

MOUNTAIN LAND AND WATER COMPANY

PAID AND SATISFIED IN FULL  
this 3rd day of April, 1958.

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