

MORTGAGE OF REAL ESTATE

PL 405-137

State of South Carolina

COUNTY OF Greenville

To All Whom These Presents May Concern:

We, Ernest Anderson and Loretta E. Anderson xxxxxxxx SEND GREETING:

WHEREAS, we the said Ernest Anderson and Loretta E. Anderson

in and by our certain promissory note in writing of even date with these Presents, are well and truly indebted unto the CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., in the full and just sum of

Twenty-eight Hundred xxxxxxxxxx (\$ 2800.00) Dollars,

with interest from the date hereof at the rate of seven per cent (7 %) per annum, unpaid interest to bear interest at the same rate, to be repaid in installments of

Forty-four and 80/100 xxxxxxxxxx (\$ 44.80) dollars

due and payable on the 5th day of each and every calendar month hereafter until the full principal sum, with interest and all costs, insurance, and expenses incurred in connection with said loan, has been paid, said monthly payments to be applied first to the payment of interest, and then to payment of principal, costs, expenses and insurance, if any, incurred; and said note further providing that if at any time any portion of the principal or interest due hereunder shall be past due and unpaid for a period of sixty (60) days, or upon failure to comply with any of the by-laws of said Association, or with any of the stipulations of this mortgage, the whole amount due under said note, shall at the option of the holder become immediately due and payable, and said note further providing for a reasonable attorney's fee besides all costs and expenses of collection, to be added to the amount due on said note, and collectible as a part thereof, if the same be placed with an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind.

KNOW ALL MEN BY THESE PRESENTS, That we the said Ernest Anderson and Loretta E. Anderson

, in consideration of the said debt and sums of money aforesaid, and for the better securing the payment thereof to the said CITIZENS BUILDING & LOAN ASSOCIATION, Greer, S. C., according to the terms of the said note, and also in consideration of the further sum of Three (\$3.00) Dollars to us the said mortgagor, in hand well and truly paid by the said mortgagee, at and before the sealing and delivery of these Presents (receipt of which is hereby acknowledged), have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., its successors and assigns:

That certain lot, parcel or tract of land, with all improvements now constructed thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, lying and being on the North side of Sunny Lane in Grove Township, being shown as Lot 17 on plat of property of R. E. Dalton made by Dalton & Neves, Engineers, November 1947, recorded in the R.M.C. Office for Greenville County in Plat Book S, page 15 and having according to said plat, the following metes and bounds, to wit:-

BEGINNING at an iron pin on the North side of Sunny Lane, joint front corner of Lots 16 and 17, and running thence with the line of Lot 16 N 12-40 E 599 feet to iron pin in branch; thence down said branch as the line (the traverse line being N 88-07 W 228.3 feet) to a point in branch at rear corner of Lot 18; thence along the line of Lot 18 S 11-45 W 534 feet to iron pin on the North side of Sunny Lane; thence with the North side of Sunny Lane S 70-45 E 100 feet to iron pin; thence continuing with Sunny Lane along curved line (the chord being S 72-05 E 117 feet) to the beginning corner. This is the same lot of land conveyed to us by R. E. Dalton by DEED recorded in Vol 359, page 29 in R.M.C. Office 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 the \$2,500.00.

Paid Jan. 7 1952

Witness: H. B. Mc Parity

Citizen B. & L. Association
Greer, S. C. W. A. M. Black
Secy. Treas.

9 Jan. 52
Olli Jarnsworth

10:47 A. 645