

This being the same lot conveyed to the mortgagors by O. F. Johnson by deed dated February 9, 1949 and recorded in the R. M. C. Office for Greenville County in Deed Volume 373 at page 86.

The within described lot is subject to building restrictions as shown in deed recorded in the R. M. C. Office for Greenville County in Vol. 277 at page 326.

(1) The said land shall be used exclusively for residential purposes for white persons only and shall never be sold, rented, or otherwise disposed of to persons wholly or partly of African descent.

(2) No building shall be erected on said lot costing less than the sum of \$1000.00.

(3) No building shall be erected nearer the front line of said lot than 30 feet, nor nearer than 10 feet from either side line nor nearer than 5 feet from the rear line of said lot.

(4) The grantor reserves unto itself, its successors the right to authorize the placing, maintaining and repairing of any public utilities in the streets without compensation to any lot owner.

(5) No surface closet or cess pool shall ever be maintained on said land but only septic tanks or other sanitary sewage.

(6) No use shall be made of said lot which would constitute a nuisance to the adjoining lot owner.

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

J. B. Wall, his

Heirs and Assigns forever.

And We do hereby bind ourselves, our Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, his Heirs and Assigns, from and against us, our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And we, the said mortgagors, agree to insure the house and buildings on said land for not less than Six Hundred (\$600.00) Dollars, in a company or companies which shall be acceptable to the mortgagee, and keep the same insured from loss or damage by fire with extended coverage during the continuation of this mortgage, and make loss under the policy or policies of insurance payable to the mortgagee, and that in the event we shall at any time fail to do so, then the said mortgagee may cause the same to be insured as above provided and be reimbursed for the premium and expense of such insurance under this mortgage. Upon failure of the mortgagor to pay any insurance premium or any taxes or other public assessment or any part thereof the mortgagee may at his option declare the full amount of this mortgage due and payable.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if we the said mortgagors, do and shall well and truly pay, or cause to be paid unto the said mortgagee the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said note, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.