

The State of South Carolina, }
COUNTY OF GREENVILLE

THIS INDENTURE, made this 24th day of October A. D. 1919.
by and between Cecelia Schultz Morris of the County of Greenville,
State of South Carolina

party of the first part, and the MECHANICS PERPETUAL BUILDING AND LOAN ASSOCIATION, of Greenville, S. C., a corporation, party of the second part,

WITNESSETH, Whereas, the said party of the first part is indebted to said MECHANICS PERPETUAL BUILDING AND LOAN ASSOCIATION in the sum of One Thousand Dollars (\$1,000.00) Dollars, money loaned this day, with interest thereon from this date at the rate of Eight per cent. per annum, payable weekly, the payment whereof the said party of the first part is anxious to secure:

Now, therefore, in consideration of the premises, and in further consideration of one dollar to him in hand paid, the receipt whereof is hereby acknowledged, the said party of the first part has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto the said party of the second part all that certain piece, parcel and lot of land lying in Greenville County, in the State aforesaid, as follows, to-wit:

All that certain lot of land situate in the City of Greenville, County and State aforesaid, known and designated as lot 64 Block A., Cagle Park as shown on plat recorded in R.M.C. Office for Greenville, Plat Book C., page 238, more particularly described as follows: Beginning at an iron pipe on the north side of Tindal Avenue corner of lot no. 63 and running with line of lot 63, N. 2-37 W. 199.3 feet to an iron pipe on McKay Street; thence with McKay St. N. 89-15 E. 65 ft. to an iron pipe, corner of lot 65; thence with line of lot 65, S. 1-09 E. 199.1 feet to an iron pipe on Tindal Avenue; thence with Tindal Avenue S. 89-07 W. 60 feet to the beginning corner. Subject, however to the following restrictions, which are a part of the consideration, and are made for the benefit and protection of the other lot s shown on the plat above referred to, which restrictions shall remain effective for a period of twenty (20) years from the date of deed of Cagle Park Company to me, to-wit:

- 1. The property herein conveyed nor any part thereof shall not be sold, rented or otherwise disposed of to negroes.
- 2. The said property shall not be used for any unlawful business, nor for anything which would constitute a nuisance.
- 3. The property herein conveyed shall not be re-cut nor subdivided so as to face any other direction than as shown on said plat.
- 4. No building shall be erected upon said property within 25 feet of the present line of Tindal Avenue.
- 5. No building costing less than twenty-five hundred (\$2,500.00) dollars shall be erected upon said lot other than outbuildings appurtenant to a dwelling.

State of South Carolina,
County of Greenville.

For value received, Cagle Park Company, the owner and holder of a certain mortgage given to Cagle Park Co., by Cecelia Schultz Morris, May 22, 1919, to secure the sum of Seven hundred and fifty (\$750.00) dollars recorded in Vol. 62, page 129, R.M.C. Office County and State aforesaid, do hereby waive and postpone the lien of said mortgage in favor of the within mortgage of Mechanics Perpetual Building and Loan Association, in so much as the within mortgage of the said Mechanics Perpetual Building & Loan Association secures the payment of monies to be used in the erection and improvement of buildings on the above described property, it being the intention that the within mortgage to Mechanics Perpetual Building and Loan Association shall constitute a first lien upon the premises therein described, to secure the payment of monies to be used in the erection and improvement of buildings upon the above described property and that the said mortgage to Cagle Park Company shall constitute a third lien thereon.

In witness whereof Cagle Park Company has caused this instrument to be signed by its duly authorized officers and sealed with its corporate seal this the 24th, day of October 1919.

Witnesses:
Wm.B. Jones,
Harry R. Wilkins.

Cagle Park Company,
By L.B. Houston, President,
Chas. E. Robinson, Secty.



State of South Carolina,
County of Greenville.

Personally appeared before me Wm.B. Jones and made oath that he saw the within named Cagle Park Company by its duly authorized officers L.B. Houston, President and Chas. E. Robinson, Secretary, sign, seal with its corporate seal, and as the act and deed of said corporation deliver the within written instrument and that he with Harry R. Wilkins witnessed the execution thereof.

Sworn to before me this 25th day
of October A.D. 1919.

Wm. B. Jones

Harry R. Wilkins
Notary Public for South Carolina.