

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

THE STATE OF SOUTH CAROLINA,
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Whereas, we the said C. C. and Marie R. Odell SEND GREETINGS:
in and by my certain promissory note in writing, of even date with these presents, and
well and truly indebted to Theodore Ellison
in the full and just sum of One Hundred and No/100
(\$ 100.00) Dollars, to be paid in full on or before six months from date

*Satisfied in full
3-18-1942
Theodore Ellison*

with interest thereon from date at the rate of five per centum per annum, to be computed and paid semi-annually until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including 10 per cent. of the indebtedness as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, that we the said C. C. and Marie R. Odell
Theodore Ellison, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Theodore Ellison
according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us
the said C. C. and Marie R. Odell
in hand well and truly paid by the said Theodore Ellison

Witness my hand and seal of said County, this 11th day of March, 1942.
Frank M. Ashmore, Clerk of Court
Bernard

receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do hereby release unto the said

Theodore Ellison, his heirs and assigns
All that certain piece, parcel or lot of land situate and being in the County and State aforesaid, and having the following metes and bounds, to wit:

Beginning at a stake on the South side of Woodville Avenue at the corner of Lot No. 259 and running thence with said Avenue S. 87-17 W. 75.9' to a stake; thence S. 25-23 E. 232.9' to a stake; thence N. 71-12 E. 70.5' to a stake; thence with line of Lot No. 259 N. 25-23 W. 211.8 to the point of beginning, and being Lot No. 258 of Traxler Park.

Subject, however, to the following restrictions.

1. No part of said lot shall be used for any purpose other than a single or multiple residence and outbuildings properly appertenant thereto.
2. No part of said lot shall be occupied by any person of the negried races except in the capacity of a servant.
3. Outbuildings property appertenant to a residence shall be confined to the rear half of the lot upon which they are built unless they shall be integral to the residence to which they appertain.
4. No part of any residence may be built or extend ^{nearer} to the front property line of said lot than 35 ft.
5. No residence may be built upon any lot fronting upon Byrd Boulevard or Park Drive which shall have when completed, a reasonable value of less than \$4000.00 and no residence may be built upon any lots fronting upon Rock Creek Drive, Woodvale Avenue or Mountivista Avenue which shall when completed have a reasonable value of less than \$3500.00.
6. No spiritous or malt liquor shall ever be manufactured or sold upon said lot.
7. These restrictions are imposed for the benefit of the grantor and may be modified by it when strict modification is desired by him to the best interest of all concerned.