

STATE OF SOUTH CAROLINA, }  
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, **Emily C. Lucas**

am well and truly indebted to

**Seabrook W. Lucas**

in the full and just sum of **Four Thousand (\$4,000.00)**

Dollars, in and by my certain promissory note in writing, of even date herewith, due and payable ~~XXXXXX~~

~~XXXXXX~~

~~XXXX~~ two years from date, with the privilege of anticipating in part or in full at any time

*The Debt Hereby Secured in this Instrument is Satisfied this 25th day of Oct 1945 Greenville S.C. by Seabrook W. Lucas National Cashier*

*10/27/45 SATISFIED AND CANCELLED DAY OF Oct 1945 R.M.C. GREENVILLE COUNTY, S.C. 11:27 AM*

date at the rate of five percentum per annum until paid; interest to be computed and paid annually, and if unpaid when due to bear interest at same rate as principal until paid; and I have further promised and agreed to pay ten percent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto ~~to be~~ will more fully appear.

NOW KNOW ALL MEN, That I, the said **Emily C. Lucas**

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me in hand well and truly paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said **Seabrook W. Lucas**

all that tract or lot of land in **Greenville** Township, Greenville County, State of South Carolina.

situate on the North side of Prentiss Avenue in the City of Greenville, being the greater part of Lot No.3 Block "E", Cagle Park, as shown by plat recorded in Plat Book "C" at page 238, and being more particularly described as follows:

BEGINNING at a point on said Avenue at the joint corner of Lots Nos. 2 and 3, and running thence along said Avenue S. 50-46 E. 60.6 ft; thence N. 34-08 E. 184.8 ft; thence in a straight line in a Northwestern direction to the joint corner of Lots Nos. 2 and 3 where said corner intersects the rear line of Lot No. 4; thence S. 31-29 W. 200.6 ft. to the beginning corner.

SUBJECT, HOWEVER, to the following Restrictions; which are part of the consideration for this mortgage, and are made for the benefit and protection of the other lots shown on the plat referred to, which restrictions shall remain effective for a period of twenty years from the date of deed to C. B. Martin from Cagle Park Company, to wit:

- (1) This property herein conveyed, or 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 or for anything which would constitute a nuisance.
- (3) The property herein conveyed shall not be re-cut or 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 Prentiss Avenue.
- (5) No building costing less than twenty-five hundred (\$2500.00) dollars shall be erected upon said lot other than outbuildings appurtenant to a dwelling.

Being the same lot of land conveyed to me by Seabrook W. Lucas by deed dated May 15, 1929, recorded in office of R. M. C. for Greenville County in Book 109 at page 594.