

MORTGAGE OF REAL ESTATE—HINGSON & TODD

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Tabitha Skelton, am

well and truly indebted to J. D. Todd, Sr.

in the full and just sum of Two Hundred Fifty and No/100 (\$250.00) Dollars - - - - -  
- - - - - Dollars, in and by my certain promissory note in writing of even date herewith,  
due and payable ninety days after date - - - - -

*Nov. 20 - 1947  
Greenville, S.C.  
Filed for Record  
J. D. Todd, Sr.*

**SATISFIED AND CANCELLED OF RECORD**  
28 DAY OF Nov  
*W. J. H. H. H.*  
R.M.C. FOR GREENVILLE COUNTY, S. C.  
8:47 O'CLOCK A. M. NO. 23909

with interest thereon from maturity at the rate of 7 per centum per annum, to be computed and paid quarterly 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 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 attorney's 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 I, Tabitha Skelton,

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 J. D. Todd, Sr., his heirs and assigns

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

and located about 3 1/2 miles North of Greenville, South Carolina and being known and designated as Lot Number #57 on plat of subdivision known as Buncombe Park, said plat being on record in the Office of R.M.C. for Greenville County, S. C. in Plat Book "M" at page 12. For a more complete description of said lot, see said plat. This being a part of the same land as conveyed to C. F. Putman by deed of Julia Peterkin and this property is subject to the following restrictions

- (1) That the said land shall be used exclusively for residential purposes for white person only and that the said land shall never be sold, rented or otherwise disposed of to any persons wholly or partly of African descent.
- (2) That no building shall be erected on said lots costing less than the sum of \$2,000.00.
- (3) That no building shall be erected nearer the front line of said lot than 30 feet nor nearer than ten feet from either side line or nearer than five feet from the rear line of said lot
- (4) That the grantor reserves to itself and its successors the right to authorize the placing, maintaining and repairing of any and all public utilities in the streets without compensation to any lot owner.
- (5) That no surface closet nor cess pool shall ever be maintained on said land, but only septic tanks or other sanitary sewerage.
- (6) That no use shall be made of said lot which would constitute a nuisance to the adjoining lot owner.
- (7) All out-buildings are to be erected on rear of lot.