

MORTGAGE OF REAL ESTATE-HINGSON & TODD

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, J. W. Miller,

well and truly indebted to Luther W. Armstrong, Jr.

in the full and just sum of Three Thousand One Hundred Sixty-Nine and 79/100

Dollars, in and by my certain promissory note in writing of even date herewith, due and payable One Hundred (\$100.00) Dollars July 1st, 1947 and One Hundred (\$100.00) Dollars on the first day of each and every month thereafter until paid in full with the right to anticipate any and all payments on any monthly due date.

with interest thereon from maturity at the rate of six 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 I, the said J. W. Miller,

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 Luther W. Armstrong, Jr., his heirs and assigns:-

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

being Lot #10 on Rock Creek Drive according to a plat of property of Elizabeth G. McCall made by Dalton & Neves, April 1940, said lot being more particularly described as follows:-

BEGINNING at an iron pin on the Northeastern side of Rock Creek Drive, joint front corner of Lots Nos. 9 and 10 and running thence N. 59-04 W. 100 feet to an iron pin; thence N. 35-03 E. 370 feet to Reedy River, said river being the line; thence with meanderings of river to an iron pin, joint line of Lots 9 and 10; thence S. 35-06 W. 322 feet to the beginning corner.

The above property is subject to the following restrictions:

- (1) Said property shall be used for residential purposes for white persons only and shall never be sold, rented or otherwise disposed of to persons of African descent.
- (2) No dwelling other than a single family residence shall be constructed on said lot. Nor shall any dwelling be built costing less than \$6,000. This restriction shall not apply to servant's house.

It is expressly understood and agreed that this mortgage is a second mortgage to one given by Luther W. Armstrong, Jr. to the Fidelity Federal Savings and Loan Association in the principal amount of \$8,000. This mortgage is recorded in the R.M.C. Office for Greenville County, S.C. in Mortgage Book 358 at page 298 and is dated February 8th 1947.

The above property is identically the same as conveyed to the Mortgagor herein by deed of Luther W. Armstrong, Jr., said deed dated of even date with these presents and not as yet recorded.

Handwritten: Paid in full by Luther W. Armstrong, Jr. 1-20-49

SATISFIED AND CANCELLED OF RECORD
23 DAY OF NOV. 19 49
MORTGAGE BOOK 358 PAGE 298
GREENVILLE COUNTY, S.C.
R. M. NO. 37784