GREENVILLE CO. S. C.

OLLIE FARNSWORTH

## **MORTGAGE**

STATE OF SOUTH CAROLINA, COUNTY OF GREEN VILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Greenville, South Carolina

Henry M. Smith

, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

C. Douglas Wilson & Co.

organized and existing under the laws of South Carolina , hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Six Thousand Two Hundred and No/100 Dollars (\$ 6,200.00 ), with interest from date at the rate of four and one-fourth per centum ( $\frac{4}{4}$ %) per annum until paid, said principal and interest being payable at the office of

Now, Know All Men, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its successors and assigns, the following-described real estate situated in the County of Greenville, State of South Carolina:

All that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot # 26, Subdivision of Tract No. 1, Overbrook Land Company, as per plat thereof recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book "K", at Page 59; said lot having a frontage of 60 feet on the Southwesterly side of Briarcliff Drive (formerly Park Street), a depth of 180 feet on the Northwest, a depth of 180 feet on the Southeast, and 60 feet across the rear.

The Mortgagor covenants that until the mortgage has been paid in full he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. This covenant shall be binding upon the mortgagor and his assigns and upon the violation thereof the mortgagee may, at its option, declare the unpaid balance of the mortgage immediately due and payable.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

1<del>6---3</del>905-2<sup>1</sup>

The month of