

THE STATE OF SOUTH CAROLINA, }

GREENVILLE COUNTY.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We Lou Ellie Johnson and Kingsley H. Pearse

SEND GREETING:

WHEREAS, We, the said Lou Ellie Johnson and Kingsley H. Pearse

in and by certain promissory note in writing, of even date with these presents, are well and truly indebted to AMERICAN BUILDING AND LOAN ASSOCIATION, a corporation, incorporated under the laws of the State of South Carolina, in the full

and just sum of Five Thousand Dollars,

to be paid on or before the date when the said Series of the Installment

Stock of the said AMERICAN BUILDING AND LOAN ASSOCIATION shall reach maturity, with interest thereon from date at the rate of eight per cent. per annum, payable weekly on or before Saturday night of each and every week until paid in full; and if

We fail to pay said interest or to comply in all respects with the By-Laws of said Association, for the space of thirty days, then said debt shall become immediately due and payable, together with all interest, fines and expenses, and all amounts advanced by the said Association on the within described property, by way of taxes or insurance, the same to be added to the amount due on said note and to be collectible as part thereof, together with an attorney's fee of ten per cent. if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or legal proceedings of any kind, all of which is secured under this mortgage, as provided in and by the said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That the said

Lou Ellie Johnson and Kingsley H. Pearse in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said AMERICAN BUILDING AND

LOAN ASSOCIATION, according to the terms of the said note and also in consideration of the further sum of Three Dollars, to us

the said Lou Ellie Johnson and Kingsley H. Pearse

in hand well and truly paid by said AMERICAN BUILDING AND LOAN ASSOCIATION at and before the signing 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 AMERICAN BUILDING AND LOAN ASSOCIATION

THE DEBT HEREBY SECURED IS FULLY AND COMPLETELY SATISFIED THIS 19th DAY OF DECEMBER 1921 BY LOU ELLIE JOHNSON AND KINGSLEY H. PEARSE

All that piece parcel or lot of land in Greenville Township, Greenville county, state of South Carolina, just north of the city of Greenville on the south side of Hill Crest Drive, known as lots nos 9 and 10 of Block "A" of Highland Terrace as shown on plat made August 1917 by H.E. Dalton Engineer and recorded in Plat Book E, page 101, and having the following metes and bounds according to said plat: Beginning at an iron pin on Hill Crest Drive, corner of lot no. 8 and running thence with Hill Crest Drive N. 80-08 W. 100 feet to iron pin, corner lot no. 11, thence with line of lot no. 11 S. 9-52 W. 140 feet to iron pin on a 25 foot alley, thence with said alley S. 86-0 E. 100.6 feet to iron pin, corner of lot no. 8; and thence with line of lot no. 8 N. 9-52 E. 149.8 feet to the beginning corner.

This deed of conveyance is made and accepted upon the express understanding and agreements as follows: 1st that the property is not to be sold, rented or otherwise disposed of to persons of African descent

2nd - That no liquor or ardent spirits are to be sold on the property

3rd That no use shall be made of the said lots, or any part thereof which would constitute a nuisance or injure the value of any of the neighboring lots

4th That no dwelling house shall be built on any of said lots at cost less than \$2000.00 but one or more lots may be used for placing one residence thereon.

5th That no building shall be erected nearer the street than the building line of 21 feet from Street on which said lots face

6th. These conditions shall be effective and hold good for the period of 21 years from the date of this conveyance.

The above land is the same conveyed to us by Mary L. Hindman by deed dated September 5th 1921, deed to be recorded