

OCT 12 11 20 1953

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE

To all Whom These Presents May Concern:

WHEREAS we, J. E. Eanes and Ruby P. Eanes, are

The Peoples National Bank of Greenville, S. C., as Trustee under Agreement with Marian F. Hodges, well and truly indebted to

in the full and just sum of THREE THOUSAND, FIVE HUNDRED & NO/100 (\$3,500.00) - - - - Dollars, in and by our certain promissory note in writing of even date herewith, due and payable on the ~~next~~ ^{day of} ~~the~~ ¹⁹ Eighty-Seven & 50/100 (\$87.50) Dollars per quarter, with the right to anticipate the full amount or any part thereof on any interest bearing date,

with interest from date at the rate of five (5%) per centum per annum until paid; interest to be computed and paid quarter- annually, and if unpaid when due to bear interest at same rate as principal until paid, and we have further promised and agreed to pay ten per cent 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 had will more fully appear.

NOW, KNOW ALL MEN, That we, the said J. E. Eanes and Ruby P. Eanes

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 us 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 The Peoples National Bank of Greenville, S. C., as Trustee under Agreement with Marian F. Hodges, their successors and assigns:

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

All that lot of land in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 63 of Block "F" as shown on the plat of University Heights, recorded in Plat Book BB, at page 21, and being more particularly described according to said plat as follows:

BEGINNING at an iron pin at the Northwest intersection of Carmel Street and Drayton Drive and running thence with Carmel Street South 56-37 West 89.6 feet to an iron pin in line of Lot 62; thence with the line of said lot, North 30-26 West 190 feet to an iron pin in line of Lot 64; thence with the line of said lot in a Northeasterly direction 89 feet to an iron pin in the west side of Drayton Drive; thence with said Drive, South 30-26 East 190 feet to the point of beginning. This being the same property conveyed to J. E. Eanes and Ruby P. Eanes by deed dated October 9, 1953, to be recorded.

This property is conveyed subject to the following restrictions:

- (1) That this property shall be used for residential purposes only.
- (2) No house shall be constructed on said premises at a cost of less than \$10,000.00.
- (3) The lot described above shall not be recut or subdivided.
- (4) Any construction on this lot shall be set back a total of 50 feet from the front lot line.