

MORTGAGE

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN: We, Daphron Moore Fleming & Elizabeth Cobb Fleming
Greenville, S. C.

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

WHEREAS, the Mortgagor is well and truly indebted unto Perpetual Building & Loan Association

, a corporation

organized and existing under the laws of the State 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 Four thousand four hundred & No/100 Dollars (\$4,400.00), with interest from date at the rate of four and one-half percentum (4 1/2 %) per annum until paid, said principal and interest being payable at the office of Perpetual Building & Loan Association in Fort Mill, S. C. or at such other place as the holder of the note may designate in writing, in monthly installments of Twenty-four & 46/100 Dollars (\$ 24.46), commencing on the first day of January, 19 40 and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of December, 19 64

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 certain piece, parcel or lot of land situate in the sub-division known as Northgate Heights and being in Greenville Township, Greenville County, State aforesaid, and being known and designated as Lot No. 4 of Block K of the lands of the Utopian Development Company as per plat of C. M. Furman, Jr., made June 1926, said plat being recorded in the R. M. C. Office for Greenville County, in Plat Book G at Pages 135-136, and having according to said plat, the following metes and bounds:

Beginning at an iron pin on the Eastern side of East Avondale Drive 1563.5 feet South of U. S. Highway No. 29 and being joint Western corner of Lots Nos. 3 and 4, and running thence along dividing line of said lots S. 76-10 E. 193.8 feet to an iron pin, joint rear corner of Lots Nos. 3 and 4; thence along the rear line of Lot No. 4 S. 2-29 W. 63.9 feet to an iron pin; thence along the dividing line of Lots 4 and 5 N. 77-40 W. 189.5 feet to an iron pin on East Avondale Drive; thence along the Eastern side of East Avondale Drive N 0-04 W. 70 feet to the point of beginning.

The said lot is subject to the following building restrictions: The property herein conveyed, or any part thereof, shall never be sold, rented or otherwise disposed of to any person having any percentage of negro blood.

The said property shall not be used at anytime for any business purpose or for anything which would constitute a nuisance. The property herein conveyed shall never, at anytime be re-cut or subdivided to as to face in any other direction than as shown on the plat of same.

No buildings (Other than out-buildings appurtenant to a dwelling) costing less than twice the cost of the lot shall be erected upon the said property.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging to 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 fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The said lot is sold subject to an easement of two feet parallel with the rear line of said lot, for the purpose of pacing sewer lines, telephone and electric light poles or cables, for the use of said lot and other lots in said subdivision, with the right of entry for the purpose of erecting, renewing or repairing of said utilities. Also the right and privilege of tapping the sewer line constructed by John A. & P. F. Cureton, including the right of ingress and egress across and through the property of C. C. Burgess and the said John A. and P. F. Cureton for the purpose of making said connection and any other necessary purpose relating to said line."

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For assignment to this mortgage, see R. E. M. Book 287,

State of South Carolina
County of Greenville
Daphron Moore Fleming and
Elizabeth Cobb Fleming
To
Perpetual Building and Loan
Association

Recorded in Volume 286 Page 51 assigned
to The Life Insurance Company of Virginia
by assignment dated Jan. 4, 1940, recorded
in Book 287, Page 44.

Received satisfaction in full of the mortgage as above stated, and we hereby authorize the Register Meane conveyance to enter this cancellation on the records.

Witness our hand and seal this 17 day of January, 1945.

In presence of
N. W. Haddon
M. M. Gregory

The Life Insurance Company of Virginia
By T. I. Hyde Jr.
Vice President



Satisfaction Recorded February 15th 1945 at 4:04 P.M. # 1867