

State of South Carolina,
County of Greenville.

Whereas, T.F. Hunt, as Trustee, in pursuance of the power conferred upon him by deed of Joseph A. McCullough et al, dated September 18th, 1907 and recorded in the R.M.C. Office for Greenville County in Deed Book Vol. PPP, page 140, did by deed dated February 6, 1911, and recorded in Vol. 7 page 320, convey to Milton G. Smith a lot of land embraced in the lot of land hereinafter described and did by deed dated September 28, 1911 and recorded in Vol. 7, page 335, convey to T.M. Merchant two (2) lots of land, a portion of which is embraced in the lot of land hereinafter described, and Whereas, W.D. Parrish and T.C. Gower did by their deed dated May 5, 1913, and recorded in Volume 18, page 241, convey to Julia D. Charles a lot of land, a portion of which is embraced in the lot of land hereinafter described, and

Whereas, each of the above mentioned deeds contained the following clause "upon condition, however, which is a part of the consideration of this deed, that the purchaser, nor his grantee or grantees, heirs or assigns, shall not erect a building costing less than \$1500.00 complete, nor within fifteen (15) feet from line of side-walk abutting said property, which condition is hereby declared to be a condition subsequent." And,

Whereas, said condition was not intended to be a condition subsequent, the violation of which would operate a forfeiture or a reversion of the property, but was intended as a building restriction for the benefit of the property of the Boyce Lawn Subdivision, and

Whereas, Janie E. Furman is now the owner of the lot hereinafter described, and it is desired to remove any question as to the intention of said conditional clause contained in the above named deeds,

Now, Therefore Know all men by these presents, That we, W.D. Parrish, T.C. Gower and T.F. Hunt, as Trustee, for and in consideration of the sum of One (\$1.00) Dollar to us in hand paid, at and before the sealing of these presents by Janie E. Furman (the receipt whereof is hereby acknowledged) have granted, bargained, quit-claimed and released, and by these presents do grant, bargain, quit-claim and release unto the said Janie E. Furman;

All that piece, parcel or lot of land situate, lying and being in Greenville County, State of South Carolina, in Ward Two of the City of Greenville, on the southwest corner of the intersection of Carolina Avenue and Whitsett Street, and being more particularly described as follows:

Beginning at an iron pin on the southwest corner of Whitsett Street and Carolina Avenue, and running thence with Carolina Avenue, South 15 E. 126 feet, 1 inch to an iron pipe on a 10 foot alley; thence with the line of said Alley South 76-45 W. 82 feet 8- $\frac{1}{2}$ inches to an iron pipe on Westervelt's corner; thence with Westervelt's line North 15 W. 126 feet 1 inch to an iron pipe on the south side of Whitsett Street; thence with Whitsett Street North 76-45 E. 82 feet 8- $\frac{1}{2}$ inches to the beginning corner, the same being Lot No. A, and the eastern half of Lot No. B, as shown on a subdivision plat recorded in the R.M.C. Office for Greenville County in Plat Book C, at page 41 or Lot No. 6 and a part of Lot No. 5 of Block 9 on a plat of Boyce Lawn Addition recorded in the R.M.C. Office for Greenville County in Plat Book A., at page 179.

Together with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, in any wise incident or appertaining.

To have and to hold all and singular the premises before mentioned unto the said Janie E. Furman, her heirs and assigns forever, subject, however, to the following building restrictions which are-

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a part of the consideration of this deed and are made for the benefit and protection of the other lots shown on the plat of Boyce Lawn Addition recorded in the R.M.C. Office for Greenville County in Plat Book A, at page 179.

1. The purchaser nor his grantee or grantees, heirs or assigns shall not erect a building costing less than \$1500.00 complete, nor within fifteen (15) feet from the line of side-walk fronting said property.

Witness our hands and seals this 27, day of December in the year of our Lord, one thousand, nine hundred and 21 and in the one hundred and forty-sixth year of the Independence of the United States of America.

Signed, sealed and delivered

in the presence of:

Alester G. Furman, Jr.

A.C. Mann.

W.D. Parrish, (I.S.)

T.C. Gower, (I.S.)

T.F. Hunt, (I.S.)

As Trustees.

State of South Carolina,
Greenville County,

Personally appeared before me Alester G. Furman, Jr. and made oath that he saw the within named W.D. Parrish, T.C. Gower and T.F. Hunt, as Trustee-, sign, seal and as their act and deed, deliver the within deed, and that he with A.C. Mann witnessed the execution thereof.

Sworn to before me this 27,

day of Dec. A.D. 1921.

A.C. Mann (I.S.)

Notary Public for South Carolina.

Alester G. Furman, Jr.

State of South Carolina,
Greenville County.

Renunciation of Dower.

I, A.C. Mann, a N.P. for S.C. do hereby certify unto all whom it may concern that Mrs. Nell G. Parrish, the wife of the within named W.D. Parrish, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Janie E. Furman, her heirs and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal this 27, day of Dec. A.D. 1921.

A.C. Mann (I.S.)

Notary Public for South Carolina.

Nell G. Parrish.

Recorded December 29th, 1921.

For another Deed to this Deed see Deed Book 84 at page 58