

itself, its successors and assigns and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

In Witness Whereof the said Mills Mill, Incorporated, has caused this deed to be signed in its name and behalf by its President, its Corporate Seal to be hereto affixed and to be attested by its Secretary, this 21st, day of March, in the year of our Lord one thousand nine hundred and twenty-three and in the one hundred and forty-sixth year of the Sovereignty and Independence of the United States of America.

Attest:

Leroy A. Werts
Secretary.



Mills Mill, Incorporated
By H.A. Ligon, Jr.
Vice-President.

Signed, sealed and delivered

in the presence of:

Irene Vaughn,
F.M. Nanney.

State of South Carolina,
Greenville County.

Personally appeared before me F.M. Nanney who being by me duly sworn says that he saw the within named Mills Mill, Incorporated, by H.A. Ligon, Jr., its Vice-President, and L.A. Werts, its Secretary, sign, seal and as its act and deed, deliver the within written deed, and that he, with Irene Vaughn witnessed the execution thereof.

Sworn to and subscribed before

me this 21, day of March A.D. 1923.

F.M. Nanney

J.C. Grier

M.P. for



Recorded April 2nd, 1923.

The State of South Carolina,
County of Greenville.

Whereas, H. Schwiers and Moore Milling Co., did on the 24th, day of February, 1923, convey to Melville C. Westervelt, as Trustee, certain lands in the County and State aforesaid, the deeds to which are duly recorded in the R.M.C. Office for Greenville County in Deeds Vol. 89, page 199 and Vol. 85, page 249, and; Whereas said deeds to Melville C. Westervelt, as Trustee, among other things provided that he should sell and convey the said tracts of land as a whole or in parcels, the purchaser or purchasers of said lands not to be bound to see to the application of the purchase money or any part thereof, and; Whereas, Melville C. Westervelt, as Trustee, has had said lands subdivided into building lots as is shown by a plat of record in the R.M.C. Office for Greenville County in Plat Book "F", page 124, for the purpose of selling same.

Now, therefore, know all men by these presents, That I, Melville C. Westervelt, as Trustee under and by virtue of the authority and powers vested in me by the said deeds aforesaid, for and in consideration of the sum of Two Thousand and five hundred (\$2,500.00) Dollars, to me, as Trustee, in hand paid at and before the sealing of these presents by J.P. Ballenger (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 J.P. Ballenger, All that certain lot or parcel of land situate, lying and being in Greenville Township, County and State aforesaid, near the City of Greenville, known and designated as Lot No. 6 in Block "A" of the subdivision known as Augusta Court, as shown on a plat of record in the R.M.C. Office for Greenville County, South Carolina, in the Plat Book "F", page 124, and having according to said plat the following metes and bounds, to-wit:

Beginning at a stake on Augusta Road corner of Lot No. 5, and running thence with line of lot No. 5, S. 54-30 W. 246.7 feet to a stake in line of Lot No. 7; thence with line of Lot No. 7 N. 37-57 W. 103 feet to stake; thence N. 55-30 E. 270 feet to pipe on Augusta Road; thence with Augusta Road S. 24-35 E. 100 feet to the beginning corner.

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

To have and to hold all and singular the premises before mentioned unto the said J.P. Ballenger and his Heirs and Assigns forever.

Nevertheless, upon the following conditions, however, which conditions are part of the consideration for this deed and are expressly for the benefit of all owners of lots on said plat above referred to, to-wit:

- (1) No dwelling shall be erected nearer to the abutting side walk than 30 feet.
- (2) The facing of the lots as shown on said plat shall be strictly adhered to, however, more than one lot may be used for the purpose of erecting a dwelling.
- (3) The property herein conveyed shall never be sold, rented or otherwise disposed of to Negroes or persons having any percentage of Negro blood.
- (4) No out-building shall be erected nearer to the abutting side-walk than forty (40) feet.

And I do hereby bind myself as Trustee, and my successors in office to warrant and forever defend all and singular the said premises unto the said J.P. Ballenger and his heirs and assigns, against myself as Trustee and my successors in office and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness my hand and seal, this 8th, day of May in the year of our Lord one thousand, nine hundred and twenty-three in the one hundred and forty-seventh year of the Independence of the United States of America.

Signed, sealed and delivered
in the presence of:
W.C. Brye,
Augustus G. Hart.

U.S. Stamps \$2.50
S.C. Stamps \$2.50

Melville C. Westervelt (L.S.)
As Trustee.

The State of South Carolina,
Greenville County.
Personally appeared before me W.C. Brye and made oath that he saw the within named Melville C. Westervelt, as Trustee, sign, seal and as his act and deed deliver the within written deed, and that he with Augustus G. Hart witnessed the execution thereof.
Sworn to before me this 8, day
of May, A.D. 1923.
Augustus G. Hart (L.S.)
Notary Public for South Carolina.

W.C. Brye

Recorded May 11th, 1923.