

State of South Carolina

County of Greenville

Whereas, on May 11, 1911, the Suburban Land Company by deed recorded at Volume 14 page 7, acquired the tract of land hereinafter described, which it subdivided and sold in lots to various parties and

Whereas many of the said lots have since been resold, so that there is now a great number of persons owning portions of said land, and

Whereas the deeds from Suburban Land Company were intended to be absolute, with certain building restrictions as hereinafter indicated, but through mistake a clause was inserted in all of said deeds reading as follows,

Upon condition, however, which is a ^{part of the consideration} of the deed and a condition subsequent: (1) that no house shall be built upon this lot costing less than \$1500.00; (2) that this property nor any part thereof shall not be sold, rented or otherwise disposed of to any person of African descent; (3) that no building shall be erected nearer the street than the building line shown on the plat of the said property, said line being 25 ft. from the sidewalk;

and
Whereas, it was intended to create merely building restrictions and not to create a conditional limitation the violation of which would operate a forfeiture and reversion of the property.

Now, therefore, know all men by these Presents, that the Suburban Land Company does hereby declare that it was not intended by the said deeds to create a conditional limitation upon the title, nor was it intended that the violation of said clauses should work a forfeiture and reversion of the property, and in consideration of the premises and the sum of One (\$1.00) Dollar to it paid the Suburban Land Company does hereby renounce, release and quit claim unto all persons and corporations, respectively now owning any part of the said lands, and

unto their heirs, successors and assigns, not to claim any reversionary interest to and in the portion of the said land owned by them respectively, and the said Suburban Land Company does hereby covenant and bind itself, its successors and assigns, unto said owners, their heirs, successors and assigns, not to claim any reversionary right to any part of said lands because of any past or future violation of said building restrictions.

The said tract of land being briefly described as follows,

A. Tract of land containing 25.57 acres more or less situate about three miles west of the City of Greenville, on the Rencombe, Franklin and Furber Roads and being the same tract of land conveyed to the Suburban Land Company by J. W. Gray Master, by his deed dated May 4, 1911 and recorded in R. M. C. Office for Greenville County in Deed Book Volume 14, page 7, reference to which is here made for a more complete description.

Witness the hand and seal of said Corporation by its duly authorized officers, this the 2nd day of May, A. D. 1921

In the presence of

C. V. Stirling

A. C. Mann

Suburban Land Company (and)

By J. F. Hunt Pres.

Frank F. Martin Secy & Treas.

State of South Carolina

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Personally appeared before me C. V. Stirling and made oath that he saw J. F. Hunt as President and Frank F. Martin as Secy & Treas. of Suburban Land Company a corporation chartered under the laws of the State of South Carolina sign seal with its corporate seal and as the act and deed of said corporation deliver the within written deed and that he with A. C. Mann witnessed the execution thereof

Sworn to before me this 29 day of May A. D. 1923

A. C. Mann (L. S.)

C. V. Stirling

END OF DOC.