

State of South Carolina,
County of Greenville.

AGREEMENT.

This Agreement made and entered into this 1st day of December 1930, by and between D. W. Moore and Lucy L. Hindman, hereinafter designated as parties of the first part, and Utopian Developing Company, of Greenville, South Carolina, a corporation, hereinafter designated as party of the second part:

WITNESSETH:

Whereas, the parties of the first part did, by deed dated July 8, 1925, and recorded in R. M. C. Office for Greenville County in Volume 118, page 62, convey to the party of the second part a certain tract of land in the County of Greenville, State of South Carolina, on Rutherford Road and on North Main Street Extension, adjoining a tract of land conveyed to J. A. Cureton on September 18, 1924, by deed recorded in R. M. C. Office for Greenville County in Volume 77, page 140, being more particularly described according to a plat thereof prepared by R. E. Dalton, C. E. September, 1924, which deed contained the following clause, to-wit:

"Said premises are conveyed, however, subject to the condition that the grantee, his heirs, executors, administrators and assigns shall not erect upon said premises any garage or filling station. Also upon the condition that no dwelling, other than outhouse, shall be built upon said premises costing less than the sum of \$, and shall front on Main Street Extension. The first condition to become null and void in the event the grantors their heirs, executors, administrators or assigns shall ever erect garage or filling station on the premises owned by them, and adjoining the above premises. Said grantors, however agree never to erect garage or filling station upon said premises owned by them."

and,

Whereas, the deed executed by the parties of the first part to the party of the second part stated that it was made subject to the same conditions and restrictions as in the deed executed by the parties of the first part to J. A. Cureton hereinabove referred to; and,

Whereas, it is desired by the parties hereto that the above mentioned conditions and restrictions be removed from the above described tracts of land, and declared utterly null and void.

Now, therefore, for and in consideration of the mutual covenants, the parties hereto agree that the conditions and restrictions upon the above described tracts of land be removed and declared to be utterly null and void, and of no effect whatsoever.

Executed in duplicate at Greenville, S.C., this day and year first above written.

In the presence of
J. C. Pressly
Paul J. Oeland.
M. L. Gregory.
Isabel O. Tarrant.

As to Parties of the First Part.

H. O. Gaddy.
Mae E. Patrick.
As to Parties of the Second Part.

D. W. Moore (L.S.)
Lucy L. Hindman (L.S.)
BY: C. C. Hindman.
Attorney-in-fact.
Parties of the First Part.

UTOPIAN DEVELOPING COMPANY (L.S)
BY: W. T. Henderson, Pres.
Party of the Second Part.

State of South Carolina.
County of Greenville

Personally appeared before me Paul J. Oeland and made oath that he saw the within named D. W. Moore, sign, seal and , as his act and deed, execute the foregoing agreement, and that he with J. C. Pressly, witnessed the execution thereof.
Sworn to before me this 2nd day of December, A. D. 1930.

Paul J. Oeland.

J. C. Pressly (L.S.)
Notary Public for South Carolina.



State of South Carolina.
County of Greenville.

Personally appeared before me M. L. Gregory and made oath that he saw the within named Lucy L. Hindman, by her Attorney-in-fact, C.C. Hindman, sign, seal and as her act and deed execute the foregoing agreement, and that he with Isabel O. Tarrant witnessed the execution thereof.
Sworn to before me this 1st day of Dec. A.D. 1930.

M. L. Gregory.

W. O. Goodwins (L.S.)
Notary Public for South Carolina.