

STATE OF SOUTH CAROLINA.

TITLE TO REAL ESTATE

COUNTY OF GREENVILLE.

WHEREAS, the Tryon Development Company has subdivided a certain tract of land in the State and County aforesaid into parcels or lots, surrounding a projected lake to be known as Lake Lanier; and

WHEREAS, the parties desire for the benefit of their own property, and for the benefit of future purchasers and owners of the land shown within the lines of the plat hereinafter referred to, that the same shall be developed, and for a time hereafter used exclusively for residential purposes with certain exceptions and subject to certain reservations, conditions and restrictions hereinafter set out;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the Tryon Development Company, a corporation, duly organized and chartered under and by virtue of the laws of the State of South Carolina, in consideration of the above recitals and of the covenants herein and of the sum of

Five dollars and other considerations Dollars, to it in hand paid by Carrie P. Salley, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, (subject, nevertheless, to the exceptions, reservations, conditions and restrictions hereinafter set out), unto the said Carrie P. Salley

All that lot, piece or parcel of land in the County of Greenville, State of South Carolina, known and designated as Lot Number 227

of Plat Number 4 of the property of the Tryon Development Company, known as LAKE LANIER, made by George North, C. E., and duly recorded in the office of the Register of Meane Conveyance for Greenville County, in

Plat Book Number 19 Page 1 said lot having a frontage of 50 feet, a rear width of 50 feet, and a depth of 145 feet

feet on one line and 145 feet on the other, as will more fully appear from the said plat, reference being hereby made to the record thereof for a more particular description of the lot herewith conveyed.

The seller warrants that the road in front of the above described lot will be paved with a type of water-bound macadam road, and that water, light and sewerage will be made available.

TOGETHER with the right of enjoyment of privileges and facilities afforded by Lake Lanier, an artificial water, as projected on said plat, for lawful aquatic sports, boating, bathing, swimming and fishing; and together with the further right to erect for the use of the owner of the above described lot a boat house and wharf or landing at some appropriate location on the margin of said Lake, the said location and the size, plans and specifications of said boat house and wharf or landing to be subject to approval of grantor; but nothing herein contained shall privilege a nuisance or license the pollution of the said Lake, its inlets, outlets, or beaches, nor authorize any unlawful, offensive or boisterous conduct, or the use of the said Lake by any person inexperienced in swimming; it being expressly stipulated that the grantor herein, its shareholders or successors, shall not be liable to any lot owner or any other person for any damage or injury sustained in the exercise of the said privileges and facilities, or by reason hereof.

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

Carrie P. Salley, her heirs and assigns. And the said Tryon Development Company, does hereby bind itself and its successors to warrant and forever defend all and singular the said premises unto the said Carrie P. Salley, her heirs and assigns, against itself and its successors and all persons lawfully claiming, or to claim the same, or any part thereof.

SECOND: That the property hereby conveyed, is not to be sold, rented, leased or otherwise disposed of to any person of African descent, he taken to prevent the grantor herein from designating certain lots of this development or any future addition thereto for business purposes or for other purposes desirable in the opinion of grantor, in promoting said development, the right to do so being hereby expressly reserved by grantor.

FOURTH: That no dwelling house shall be built on the above described lot to cost less than

Three thousand Dollars; that no residence, garage or other building whatsoever shall be erected on said lot until, and unless, the plans and specifications thereof have been submitted to and approved by the grantor herein, or its successors; that the buildings on said land shall be erected on or within the building line, or the house location, as the case may be, as shown and indicated on the plat hereinafter referred to, and in strict accord with the plans and specifications so required to be submitted and approved, and

SIXTH: That the parties hereto, their successors, heirs and assigns, will not, during the term of twenty-one years from April 1, 1925, subdivide, sell or convey any part or parcel of said lots, less than the whole of each thereof, as shown on said plat (the grantor hereby expressly reserving the right, however, to sell and convey any part or parcel of any lot within said block, in connection and merged with any adjoining lot, so as to create one or more lots of larger area than as shown on said plat, and the further right to determine the size and shape of lots sold for other than residential purposes.)

EIGHTH: That no surface closet or other sanitary device for the disposal of sewage shall ever be installed or maintained on the lot herewith conveyed, will install on said lot a septic tank, or other sanitary device for disposal of sewage, and said owner shall have the right to connect to and use the same; PROVIDED, one or more owners of other lots, or grant them the right to so connect, according to the capacity of said septic tank or other sanitary device.

In Witness Whereof, the said Tryon Development Company has caused these presents to be signed by its duly authorized officers, and its corporate seal to be thereto affixed, this 26th day of August, 1925, in the year of our Lord one thousand nine hundred and Twenty-five and in the one hundred and fifty-fifth year of the Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of: W. D. Halland, M. B. Goforth, P. D. Wright, Secy

U. S. Stamps Cancelled, \$ 1 and 00 cents. S. C. Stamps Cancelled, \$ 2 and 00 cents.

STATE OF North Carolina, County of Henderson.

PERSONALLY appeared before me W. D. Halland and made oath that he saw the within named Tryon Development Company, by P. D. Wright, its President and L. B. Wright, its Secretary, sign, affix the corporate seal and as its corporate act and deed, deliver the foregoing deed; and that he, with M. B. Goforth, witnessed the execution thereof.

Sworn to before me, this 26th day of August, 1925. Bratton Goforth, Notary Public, State Commission expires April 2, 1927.

STATE OF _____ County of _____

FOR VALUE RECEIVED hereby releases the within described real estate from the lien of a certain mortgage given by the Tryon Development Company to No. Release required dated the _____ day of _____, 192____, and recorded in the office of the Register of Meane Conveyance for Greenville County in Mortgage Book _____ at Page _____ Witness my hand and seal, this _____ day of _____, 192____ Signed, Sealed and Delivered in the Presence of: _____ (SEAL.)

STATE OF _____ County of _____

PERSONALLY appeared _____ and made oath that he saw the above named _____ sign, seal, and as his act and deed, deliver the foregoing release, and that he, with _____ witnessed the execution thereof.

Sworn to before me, this _____ day of _____, 192____ Notary Public _____ Recorded Oct. 9th 1925 at 12:55 o'clock, P. M.