

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

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

Three thousand and other considerations Dollars, has granted, bargained, sold and released, subject, nevertheless, to the exceptions, reservations, conditions and restrictions hereinafter set out, unto the said Cassie F. Mobley

All that lot, piece or parcel of land in the County of Greenville, State of South Carolina, known and designated as Lot Number 1228

of Plat Number 9 of the property of the Tryon Development Company, known as LAKE LANIER, made by George Kershaw, C. E. and duly recorded in the office of the Register of Meuse Conveyance for Greenville County, in

Plat Book Number 9, Page 10, said lot having a frontage of 70 feet, a rear width of 110 feet, and a depth of 142.5

feet on one line and 73.3 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.

First: That the property hereby conveyed or any part thereof is not to be used for lease or otherwise disposed of in any person or persons, or descent, other than the creation and use of one house or houses, to be used by servants of the grantor, her heirs, or assigns. Second: That no more of the said lot shall be made which will contribute to a nuisance or prove in any way noxious or offensive to the neighboring inhabitants. Third: That no dwelling or other house, other than garage or out house shall be built on the above described lot to cost less than \$1000, or one thousand dollars. Fourth: That the grantor herein reserves the right to install and maintain or outsource the laying, erecting and maintaining of sewer, gas and water pipe electric conductors or pipes, telegraph, telephone and electric light poles, or in any of the roadway, streets or alleys bordering said property. Fifth: That no surface closet or other unsanitary device for the disposal of sewerage shall be installed or maintained on the foregoing described lot if the grantor or its successors will report the written request of the owner of said lot, install within a reasonable time after said request, install on said lot a septic tank or other sanitary device for disposal of said sewerage, and the said owner will pay a reasonable and proper price for said connection or septic tank or other sanitary device. Sixth: That the grantor herein, its successors, heirs and assigns, hereby guarantees to the grantee her heirs and assigns that within a reasonable time after the date of this conveyance it will at its own expense construct a road in front of the above described lot and it will be paved within a reasonable time with a type of water-bound macadam road and that water lights and a form of sewerage will be made available to the grantee, her heirs and assigns within a reasonable time hereafter.

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 hereto

TO HAVE AND TO HOLD, All and singular, the premises and hereditaments unto the said Cassie F. Mobley, 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 Cassie F. Mobley, her heirs and assigns.

This conveyance is made subject to the following conditions, restrictions and covenants running with the land, for a violation of the first of which the title shall immediately revert to the grantor, its successors or assigns, except as against lien creditors, to-wit:

FIRST: That the property hereby conveyed, or any part thereof, is not to be sold, rented, leased, otherwise disposed of to any person of African descent, or to be used for residential purposes only for a period of Twenty-one years after April 1, 1925, but this shall not be 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. THIRD: That no use shall be made of any lot which, in the opinion of the grantor herein, will constitute a nuisance, or prove in any way noxious or offensive to the neighboring inhabitants, or injure the value of neighboring lots.

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

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 in writing 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 herewith referred to and in strict accord with the plans and specifications so required to be submitted and approved, and shall face or front on the street or road on which the lot herewith conveyed is shown to front by the plat aforesaid.

FIFTH: That not more than one residence shall be erected on each lot or parcel as shown by said plat, PROVIDED, HOWEVER, that in addition to one residence there may be erected a garage and servant's quarters, (the plans for which are to be first approved as hereinabove provided) in keeping with the premises, and residence built thereon, of slightly appearance and appropriate location, within the building line and not nearer than five feet to any side or back line of any adjoining lot not owned by the owner of the land hereinabove described.

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.)

SEVENTH: That the grantor herein reserves the right to lay, erect and maintain, or authorize the laying, erecting and maintaining of sewer, gas, and water pipes, electric conduits or pipes, telegraph, telephone and electric light poles, and any other such public utilities, or in any of the roadways, streets or alleys bordering said property, with connecting lines for the same along the back and side lines of the lot above described, and to grade surface, and repair the said roadways, streets and alleys, without compensation to any lot owner for any damage sustained thereby.

EIGHTH: That no surface closet or other unsanitary device for the disposal of sewerage shall ever be installed or maintained on the lot herewith conveyed, grantor herein agreeing that upon the written request of the owner of said lot made at any time within three years after the date of execution of this deed, grantor will install on said lot a septic tank or other sanitary device for disposal of sewerage, and said owner shall have the right to connect to and use the same; PROVIDED, HOWEVER, that in such event, grantor is to have the right, without reimbursement to the owner of said lot, to connect to said septic tank or other sanitary device one or more owners of other lots, as grantor may deem proper, 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 10th day of September, 1925, in the year of our Lord one thousand nine hundred and

Twenty-five, and in the one hundred and fiftieth year of the Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of: W. J. Hackle, Notary Public, and P. B. Wright, Secretary of TRYON DEVELOPMENT COMPANY.

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

STATE OF North Carolina, County of Polk.

PERSONALLY appeared before me W. J. Hackle and made oath that he saw the within named Tryon Development Company, by P. B. Wright, its President, and L. B. Wright, its Secretary.

Sworn to before me, this 10th day of Sept, 1925.

Notary Public for No. Car. W. J. Hackle. My commission expires April 2, 1927.

STATE OF North Carolina, County of Polk. Release of Lien. FOR VALUE RECEIVED, We W. A. Fisher and Lee R. Fisher hereby releases the within described real estate from the lien of a certain mortgage given by the Tryon Development Company to us.

dated the 25th day of April, 1925, and recorded in the office of the Register of Meuse Conveyance for Greenville County in Mortgage Book 86 at Page 251.

Witness our hand and seal, this 1st day of August, 1925.

Signed, Sealed and Delivered in the Presence of: Clarence Peters, Betty Brown, W. A. Fisher (seal), Lee R. Fisher (seal), Roy W. A. Fisher (seal).

STATE OF North Carolina, County of Polk.

PERSONALLY appeared Betty Brown and made oath that he saw the above named W. A. Fisher and Lee R. Fisher by W. A. Fisher, attorney in fact, sign, seal, and as the dect

and deed, deliver the foregoing release, and that he, with Clarence Peters, witnessed the execution thereof.

Sworn to before me, this 19th day of October, 1925. Notary Public, Clarence Peters. My commission expires Dec. 13, 1926. Recorded Oct. 23, 1925 at 8:20 o'clock, A. M.

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