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The State of South Carolina, County of Greenville.

KNOW ALL MEN BY THESE PRESENTS, That I, L. M. Davenport, of Miami Beach, Florida, in consideration of the sum of Five Thousand (\$5000.00) Dollars to me in hand paid at and before the sealing of these presents by W. S. Griffin, Jr., also known as WALTER S. GRIFFIN, JR., (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 W. S. Griffin, Jr., also known as Walter S. Griffin, Jr. all that certain parcel and lot of land (less a portion thereof excepted hereunder) situate and being in the State and County a foresaid, within the City of Greenville, and at

At the Northwest corner of intersection of North Main Street and Springwood Avenue, formerly Elford Street, and having the following metes and bounds, to-wit:

Beginning at an iron pin on the inside of the sidewalk, at the intersection of said North Main Street and Springwood Avenue, and runs thence N. 61-13 W. 160 feet to a stake; thence N. 20 E. one hundred thirty-five (135') feet to a stake; thence S. 61-13 E. one hundred sixty (160') feet to a stake on inside of sidewalk of North Main Street; thence S. 20 W. one hundred thirty-five (135') feet to the point and place of the beginning and being a part of the same lot of land conveyed to M. F. Ansel by Laura D. Harrell by deed dated April 12, 1880, and recorded in the office of R. M. C. for Greenville County in deed book KK, at page 142, and as shown and described on a plat prepared by Dalton '& Neves, April 1935, and bounded by other lands on the North and East belonging or formerly belonging to said M. F. Ansel, and North Main Street and Springwood Avenue, which said deed and plat are hereby referred to;

Excepting, however, from the above described parcel or lot of land and from the lands hereby conveyed the following, heretofore demised by the grantor herein to The American Oil Company, a Maryland corporation, to-wit:

Beginning at the intersection of the West line of N. Main Street and the North line of Springwood Avenue; thence in a Northerly direction along the West Line of N. Main Street 100 feet to a point; thence at right angles in a Westerly direction 99 feet, more or less, to a point; thence in a Southerly direction and parallel with Main Street, 92 feet, more or less, to a point in the North line of Springwood Avenue; thence in an Easterly direction along the North line of Springwood Avenue 100 feet to the point and place of beginning.

The lands hereby conveyed form an "L" shaped tract situate to the North and West of and contiguous to the lands leased to The American Oil Company.

This conveyance is made subject to the following:

- 1. All State, County, and City taxes for the year 1939 and subsequent years.
- 2. The grantee herein, by the acceptance of these presents, hereby covenants and warrants that he will not, at any time during the continuance of that certain lease between the grantor herein and The American Oil Company, a Maryland corporation, dated September 28, 1935, (demising the plot approximately 100 x 100 feet; being the lands excepted hereinabove from the tract first described above) or any extension of said lease, or at any time within a period of ten years following any purchase of the said demised premises by said lessee, directly or indirectly, store, sell or offer for sale, or engage in the business of storing, handling or selling any gasoline, motor-fuel, kerosene, lubricating oils, greases, heating oils, solvents, or any fuel ingredient or product for the propelling of motor vehicles, upon any part of said property hereby conveyed; nor will said grantee, during such period, display or permit to be displayed upon said property any advertisement or any of the aforementioned products; and said grantee further covenants and agrees that in any lease, deed or other agreement hereafter executed by him affecting any of the property hereby conveyed, said grantee will insert such restrictive clauses and covenants as will prevent any such property from being used during the period aforesaid for any purposes herein prohibited; and said grantee further covenants, warrants and agrees that any and all costs, expenses and attorney's fees incurred or expended in enforcing the above restriction shall be recoverable and enforceable as a lien on the premises hereby conveyed, in any action to enforce or prevent violation of said restriction, or in a separate action brough by either the grantor herein or by the lessee for whose benefit said restriction has been imposed; and said grantee further covenants and agrees that all of the above provisions shall be binding upon and be applicable to the heirs and assigns of the respective parties hereto, and shall be and is a covenant running with the lands hereby conveyed.

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 W. S. Griffin, Jr., also known as Walter S. Griffin, Jr., his heirs and assigns forever. And I do hereby bind myself, my heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said W. S. Griffin, Jr., also known as Walter S. Griffin, Jr., his heirs and assigns, against me and my heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof, excluding, however, from this warranty specifically,