

restrictions are for the benefit of the grantors, the grantee and other purchasers of lots in said subdivision, either of whom may bring an action in equity to enforce the same." This is the only lot in said subdivision upon which any restrictive covenants were ever imposed, no blanket or uniform restrictions ever having been placed on this subdivision. By deed dated April 15, 1946, John W. Chiles conveyed lot 12 to T. J. Cooper as will appear in Deed Book 293, page 152. By instrument dated March 31, 1951, to be recorded herewith, T. J. Cooper executed a release of restrictions as might be applicable to Victory Heights. The grantors herein, for themselves, their heirs and assigns, do hereby covenant and agree that any and all building restrictions previously imposed on the subdivision known as Victory Heights, including building set-back lines as shown on the plat thereof, are hereby forever released and shall no longer apply to said subdivision, and the grantee, his Successors and Assigns, shall not be bound in any way to conform to said restrictions or set-back lines.

The street Liberty Lane, as shown on the Plat of Victory Heights, recorded in Plat Book "K", pages 126 and 127, runs parallel to Laurens Road for approximately 429.5 feet and then turns at right angle and runs parallel to Greenacre Road. This street has never been cut or graded, used as a public thorough-fare or in any way dedicated to public use and the only lots conveyed fronting on said street are Lots 35, 36 and 37 conveyed to Cannon as herein above set-forth. It is covenanted and agreed by the grantors herein that Liberty Lane shall run from Victory Boulevard to Greenacre Road parallel to the Laurens Road as appears on the plat of the property of James W. Curdts, et al, as recorded in Plat Book Z, page 199, rather than as it appears on the plat of Victory Heights and it is the intention of the grantors to hereby convey that portion of Liberty Lane which parallels Greenacre Road as shown on the plat of Victory Heights.

The grantors herein further covenant and agree that they will cut and grade, at their own expense, the street, Liberty Lane, as it appears on the plat of James W. Curdts, et al, recorded in Plat Book "Z", page 199, said cutting and grading to conform to the requirements of the City of Greenville, and upon completion of said cutting and grading the grantors to deed Liberty Lane to the City of Greenville. The cutting, grading and deeding of Liberty Lane shall be done not later than 90 days from the date hereof.

IN TRUST, to hold control, manage, lease and to sell and convey by warranty deed the whole or any part thereof for cash or upon credit, secured by purchase money mortgage and upon such terms as are acceptable to said Trustee, to exchange for other property, to collect rents, income and the proceeds of sale or exchange, to enter satisfaction of mortgages payable to said trustee, and specifically the right to borrow money by executing notes and securing the same by mortgages on said property for the purpose of financing the purchase, improvement, conservation or development thereof or on other property received in exchange, and after payment in full of all costs of the purchase, development, operation, maintenance, upkeep and taxes, to pay over the net proceeds to Ed C. Curdts, Fred S. Curdts and James W. Curdts. The purchaser or purchasers of any of said property herein shall not be required to see to the application of the purchase money or any part thereof.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

RELEASE OF MORTGAGE

FOR VALUE RECEIVED, the property herein conveyed is hereby released from the mortgage given by the grantors herein to R. N. Ward on May 26, 1950, in the amount of \$22,618.22, and recorded in the RMC Office for Greenville County, S. C., in Mtg. Book 463, page 329.

WITNESSES:

Harry R. Stephenson, Jr.
Schaefer B. Kendrick

R. N. Ward (L.S.)

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

Personally appeared before me Harry R. Stephenson, Jr. and made oath that he saw the within named R. N. Ward sign, seal and as his act and deed deliver the within written release and that he with Schaefer B. Kendrick witnessed the execution thereof.

SWORN to before me this 6th day of April, 1951.

Schaefer B. Kendrick
Notary Public for South Carolina.

Harry R. Stephenson, Jr.