

The State of South Carolina.

To all to whom these presents shall come:

I, Perry D. Gilreath, Sheriff of Greenville County, and State aforesaid, send Greeting:

Whereas, by virtue of a Writ of Fieri Facias, issued out of the Court of Common Pleas, held for the County of Greenville, tested the 13th, day of August in the year of our Lord one thousand eight hundred and ninety-two at the suit of Alice Ferguson, Admx. and others against J. Sproul Marshall to me directed, commanding me, that of the goods and chattels, lands and tenements of J. Sproul Marshall to levy the sum of Three hundred and sixty 53/100 dollars damages and costs, I have

seized and taken of the lands and tenements of the said J. Sproul Marshall all that certain piece, parcel and tract of land, containing -- acres, more or less, situate and being in the County of Greenville, in the State aforesaid, All that lot of land with the three story building thereon, situated on the east side of Main Street in the City of Greenville, twenty-four feet on Main Street and running back one hundred and fifty feet, adjoining lands of Mrs. Jane E. Cauble and L.B. Clines Estate, and known as the lot of land conveyed to J. Sproul Marshall by S.J. Douthit, Master on the fifth day of May, 1881. Said deed recorded in Register Mesne Conveyance Office for Greenville County, Book L.L., page 756.

And whereas, the said premises, with their appurtenances, since the seizure by me made, by virtue of the said Writ of Fieri Facias before mentioned, have been exposed to sale at public vendue and purchased by Mrs. Ann E. Marshall, of the County of Greenville, in the State of South Carolina, for the sum Three thousand and ten dollars that being the highest sum that was bidden therefor.

Now, Know Ye, That I, Perry D. Gilreath, Sheriff, aforesaid, by virtue of said Writ of Fieri Facias aforesaid, to me directed and delivered as aforesaid, and by virtue of the Statute in such case made and provided, and for and in consideration of the said sum of Three thousand and ten dollars to me in hand paid, or secured to be paid, by the said Mrs. Ann E. Marshall the receipt and payment whereof I do hereby acknowledge, have granted, bargained and sold, and by these presents do grant, bargain and sell unto the said Mrs. Ann E. Marshall her heirs and assigns forever the said tract, piece and parcel of land, with its appurtenances, and all the estate, right, title and interest which the said J. Sproul Marshall or right had of, in and to the same.

To have and to hold the said piece, parcel and tract of land with its appurtenances, unto the said Mrs. Ann E. Marshall, her heirs and assigns forever as fully and absolutely as I, the said Perry D. Gilreath might, could or ought to grant, bargain and sell the same, by virtue of the Statute aforesaid, and the said Writ of Fieri Facias, or otherwise.

In witness whereof I, the said Perry D. Gilreath have hereunto set my hand and seal the 3rd, day of July in the year of our Lord one thousand eight hundred and ninety-three.

Signed, sealed and delivered
in the presence of:
W.D. Metts,
D.P. Verner.

Perry D. Gilreath (Seal)
S.C.C.

The State of South Carolina,
Greenville County.
Personally appeared D.P. Verner who made oath that he was present and saw P.D. Gilreath, Sheriff of Greenville County, sign, seal and as his act and deed, deliver the within instrument of writing and that deponent with W.D. Metts attested the execution thereof.

Sworn to before me this 6th,
day of July 1893.
G. Lawrence Walker (Seal)
Notary Pub.

D.P. Verner

Recorded Feby. 10th, 1920.

State of South Carolina,

Greenville County.

Know all men by these presents, That the Poinsett Realty Company, a corporation chartered and doing business under and by virtue of the laws of the State of South Carolina, with its principal place of business at Greenville, in the State of South Carolina, for and in consideration of the sum of Ten dollars and other valuable consideration to it in hand duly paid at and before the sealing and delivery of these presents by the grantee hereinafter named (the receipt whereof is hereby acknowledged), has granted, bargained, sold and released, and by these presents, does

grant, bargain, sell and release unto C.B. Martin All those four lots of land lying and being situate on both sides of Capers Street, just outside and just inside the City limits of Greenville, in the County and State aforesaid, known and designated upon a plat of Crescent Terrace as lots #s 68, 69, 78 and 86, which said plat of Crescent Terrace is recorded in the office of R.M.C. for Greenville County in Plat Book E., page 137.

Lot #68 lies upon the east side of Capers Street and begins upon said street at corner of lot #67 and runs thence with lot #67 N. 84-19 E. 209.4 feet to lot #45; thence with lot #45 N. 2-08 W. 70 feet to lot #69; thence with lot #69, S. 84-19 W. 213.8 feet to Capers Street; thence along Capers Street S. 5-41 E. 70 feet to beginning corner. Lot #69 lies upon the east side of Capers Street, and bounds the aforesaid described lot beginning at the corner of said lots #s 68 and 69 upon Capers Street and runs thence along the line of lot #68 N. 84-19 E. 213.8 feet to lot #44; thence along lot #44 and lot #43 N. 2-08 W. 70 feet to corner of lot #70; thence along lot #70 S. 84-19 W. 218.1 feet to Capers Street; thence along Capers Street; thence along Capers Street S. 5-41 E. 70 feet to beginning corner. Lot #78 lies on the west side of Capers Street and begins at a point on said Street 210 feet from Crescent Avenue and runs thence back along the rear lines of lots #s 29, 28, 27, 26 S. 84-40 W. 270.6 feet to strip of land belonging to the Poinsett Realty Company; thence along said strip of land S. 5-16 E. 75.8 feet to corner; thence N. 85 E. 96 feet to stone on corner of lot #79; thence continuing N. 84-19 E. 175 feet to Capers Street; thence along Capers Street N. 5-41 W. 75.5 feet to beginning corner.

Lot #86 lies upon the west side of Capers Street and begins at corner upon said Street and lot #85 and runs thence along lot #85 S. 84-19 W. 175 feet to corner; thence S. 5-41 E. 70 feet to corner of lot #87; thence N. 84-19 E. 175 feet along lot #87 to said Street; thence along Capers Street N. 5-41 W. 70 feet to beginning corner.

(6) Subject to the following condition and reservation in addition to the five below named and numbered: No mercantile building or residential apartment shall ever be erected upon the said property.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining.

To have and to hold all and singular the premises before mentioned unto the grantee hereinabove named, and his heirs and assigns forever: subject, however, to the following reservations and restrictions:-

- (1) The property herein conveyed, nor any part thereof shall never be sold, ^{vented} or otherwise disposed of to negroes.
- (2) The said property, shall not be used at any time for any unlawful business or purposes, nor for anything which would constitute a nuisance.
- (3) The property herein conveyed shall never, at anything be sold, re-cut or subdivided so as to face in any other direction than as shown upon the plat of the same.
- (4) No building shall ever be erected upon the said property within 20 feet on west side and 25 feet on the East side feet of the present line of the Street upon which it faces.
- (5) No buildings, other than outbuildings, appurtenant to a dwelling, costing less than \$4000.00 shall be erected upon the said property within a period of -- years from date of this instrument. (See above for condition #6.)

And the said granting corporation does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the said premises unto the grantee hereinabove named, and his heirs and assigns, against itself and its successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

In witness whereof the said granting corporation has caused its corporate seal to be hereunto -

(over)