

THE STATE OF SOUTH CAROLINA
County of Greenville.

WHEREAS, Fannie McD. Davenport, et al. did on the 15th day of March 1920, convey to Melville C. Westervelt, as Trustee, a tract of 32.5 acres of land in the County and State aforesaid, the deed to which is duly recorded in the R. M. C. Office for Greenville County in deeds, Vol. 68, page 82, and; Whereas said deed to Melville C. Westervelt, as Trustee, among other things provided that he should sell and convey the said tract of land as a whole or in parcels, the purchaser or purchasers of said lands not to be bound to see to the application of the purchase money or any part thereof, and; Whereas, Melville C. Westervelt, as Trustee, has had said tract subdivided into building lots as is shown by a plat of record in the R. M. C. Office for Greenville County in Plat Book "F," page 23, for the purpose of selling same.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That I, Melville C. Westervelt, as Trustee, under and by virtue of the authority and powers vested in me by the said deed aforesaid for and in consideration of the sum of (\$10.00) Dollars and other valuable considerations to me, as Trustee, in hand paid at and before the sealing of these presents by Day-Kloechler Building Company, a corporation (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 Day-Kloechler Building Company

All that certain lot or parcel of land situate, lying and being in Greenville Township, County and State aforesaid, near the City of Greenville, known and designated as lot No. 87 of the subdivision known as Augusta Circle as shown on a plat of record in the R. M. C. Office for Greenville County, South Carolina, in the Plat Book "F," page 23, and having according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the west side of Comassee Avenue, which iron pin is the joint corner of lots nos. 87 and 88, and at 85 feet from the southwest corner of Comassee Avenue and West Augusta Drive, and running thence with the joint line of lots nos. 87 and 88 N. 71-35 W. 150 feet to an iron pin, the joint corner of lots nos. 95, 96, 87 and 88, thence with the joint line of lots nos. 87 and 96 S. 21-35 W. 150 feet to an iron pin, the joint corner of lots nos. 96, 87, 86 and 87, thence with the joint line of lots nos. 86 and 87 S. 71-35 E. 150 feet to an iron pin on the west side of Comassee Avenue, thence along the western side of Comassee Avenue N. 21-35 E. 50 feet to the point of beginning.

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 Day-Kloechler Building Company, its successors Heirs and Assigns forever.

Nevertheless, upon the following conditions however, which conditions are part of the consideration for this deed and are expressly for the benefit of all owners of lots as shown on said plat above referred to, to-wit:

- (1) No buildings shall be erected nearer to the abutting sidewalk than twenty feet, except on lots Nos. 23 to 39, inclusive.
- (2) The facing of the lots as shown on said plat shall be strictly adhered to, however more than one lot may be used for the purpose of erecting a dwelling.
- (3) The property herein conveyed shall never be sold, rented or otherwise disposed of to negroes or persons having any percentage of negro blood.

And I do hereby bind myself as Trustee, and my successors in office to warrant and forever defend all and singular the said premises unto the said Day-Kloechler Building Company, its successors and Assigns, against myself as Trustee and my successors in office and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS My hand and seal, this 6th day of December in the year of our Lord one thousand, nine hundred and twenty-two in the one hundred and forty-seventh year of the Independence of the United States of America.

Signed, sealed and delivered in the presence of
W.B. Spange }
W.B. Spange } M. C. Westervelt (L.S.)
As Trustee.

Stamps \$1.00

THE STATE OF SOUTH CAROLINA,
Greenville County.

PERSONALLY appeared before me W.B. Spange and made oath that he saw the within named Melville C. Westervelt, as Trustee

sign, seal and as his act and deed deliver the within written deed, and that he with W.B. Spange witnessed the execution thereof.

SWORN TO before me this 6th day of December A. D. 1922
W.B. Spange (L.S.)
Notary Public of South Carolina.

Recorded December 14th 1922

END OF Doc.

THE STATE OF SOUTH CAROLINA
County of Greenville.

WHEREAS, Fannie McD. Davenport, et al. did on the 15th day of March 1920, convey to Melville C. Westervelt, as Trustee, a tract of 32.5 acres of land in the County and State aforesaid, the deed to which is duly recorded in the R. M. C. Office for Greenville County in deeds, Vol. 68, page 82, and; Whereas said deed to Melville C. Westervelt, as Trustee, among other things provided that he should sell and convey the said tract of land as a whole or in parcels, the purchaser or purchasers of said lands not to be bound to see to the application of the purchase money or any part thereof, and; Whereas, Melville C. Westervelt, as Trustee, has had said tract subdivided into building lots as is shown by a plat of record in the R. M. C. Office for Greenville County in Plat Book "F," page 23, for the purpose of selling same.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That I, Melville C. Westervelt, as Trustee, under and by virtue of the authority and powers vested in me by the said deed aforesaid for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable considerations, to me, as Trustee, in hand paid at and before the sealing of these presents by J. I. Westervelt (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 J. I. Westervelt

All that certain lot or parcel of land situate, lying and being in Greenville Township, County and State aforesaid, near the City of Greenville, known and designated as lot No. 87 of the subdivision known as Augusta Circle as shown on a plat of record in the R. M. C. Office for Greenville County, South Carolina, in the Plat Book "F," page 23, and having according to said plat, the following metes and bounds, to-wit:

Lot No. 49: Beginning at an iron pipe the northwest corner of Waccanaw Avenue and Winyah Street, and running thence with the western side of Waccanaw Avenue N. 21-35 E. 50 feet to an iron pin, the joint corner of Lots Nos. 49 and 50; thence with the joint line of said lots N. 71-35 W. 166.36 feet to an iron pin, the joint corner of Lots Nos. 49, 50, 62 and 63; thence with the joint line of Lots Nos. 49 and 63, S. 21-35 W. 50 feet to an iron pin on the North side of Winyah Street; thence along the northern side of Winyah Street S. 71-35 E. 166.36 feet to the point of beginning.
Lot No. 50: Beginning at an iron pin on the western side of Waccanaw Avenue the joint corner of Lots Nos. 49 and 50, and running thence with the western side of said Avenue N. 21-35 E. 50 feet to an iron pin, the joint corner of Lots Nos. 50 and 51; thence with the joint line of said lots N. 71-35 W. 166.36 feet to an iron pin, the joint corner of Lots Nos. 50, 51, 61 and 62; thence with the joint line of lots Nos. 62 and 50, S. 21-35 W. 50 feet to an iron pin, the joint corner of Lots Nos. 49, 50, 62 and 63; thence with the joint line of Lots Nos. 49 and 50, S. 71-35 E. 166.36 feet to an iron pin the point of beginning.
Lot No. 51: Beginning at an iron pin on the western side of Waccanaw Avenue, the joint corner of Lots Nos. 50 and 51, and running thence with said Avenue N. 21-35 E. 50 feet to an iron pin, the joint corner of lots Nos. 51 and 52; thence with the joint line of said lots N. 71-35 W. 166.36 feet to an iron pin, the joint corner of Lots Nos. 50, 51, 61 and 62; thence with the joint line of lots Nos. 51 and 61 S. 21-35 W. 50 feet to an iron pin, the joint corner of lots Nos. 50, 51, 61 and 62; thence with the joint line of Lots Nos. 50 and 51, S. 71-35 E. 166.36 feet to an iron pin on Waccanaw Avenue, the point of beginning.
Lot No. 52: Beginning at an iron pin on the western side of Waccanaw Avenue, the joint corner of Lots Nos. 51 and 52, and running thence with said Avenue N. 21-35 E. 50 feet to an iron pin, the joint corner of Lots Nos. 52 and 53; thence with the joint line of said lots N. 71-35 W. 166.36 feet to an iron pin, the joint corner of lots Nos. 52, 53, 63 and 59; thence with the joint line of Lots Nos. 52 and 53, S. 21-35 W. 50 feet to an iron pin, the joint corner of Lots Nos. 52, 53, 59 and 60; thence with the joint line of Lots Nos. 52 and 53, S. 71-35 E. 166.36 feet to an iron pin, the point of beginning.
Lot No. 53: Beginning at an iron pin on the western side of Waccanaw Avenue, the joint corner of Lots Nos. 52 and 53, and running thence with said Avenue N. 21-35 E. 50 feet to an iron pin, the joint corner of Lots Nos. 53 and 54; thence with the joint line of lots Nos. 53, 54 and 55 N. 71-35 W. 166.36 feet to an iron pin, the joint corner of Lots Nos. 53, 55, 58 and 59; thence with the joint line of lots Nos. 53 and 59, S. 21-35 W. 50 feet to an iron pin, the joint corner of Lots Nos. 52, 53, 59 and 60; thence with the joint line of Lots Nos. 52 and 53, S. 71-35 E. 166.36 feet to an iron pin, the point of beginning.

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 J. I. Westervelt, his Heirs and Assigns forever.

Nevertheless, upon the following conditions however, which conditions are part of the consideration for this deed and are expressly for the benefit of all owners of lots as shown on said plat above referred to, to-wit:

- (1) No buildings shall be erected nearer to the abutting sidewalk than twenty feet, except on lots Nos. 23 to 39, inclusive.
- (2) The facing of the lots as shown on said plat shall be strictly adhered to, however more than one lot may be used for the purpose of erecting a dwelling.
- (3) The property herein conveyed shall never be sold, rented or otherwise disposed of to negroes or persons having any percentage of negro blood.

And I do hereby bind myself as Trustee, and my successors in office to warrant and forever defend all and singular the said premises unto the said J. I. Westervelt, his Heirs and Assigns, against myself as Trustee and my successors in office and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS My hand and seal, this 5th day of December in the year of our Lord one thousand, nine hundred and twenty-two in the one hundred and forty-seventh year of the Independence of the United States of America.

Signed, sealed and delivered in the presence of
J. I. Westervelt }
J. I. Westervelt } M. C. Westervelt (L.S.)
As Trustee.

Stamps \$3.00

THE STATE OF SOUTH CAROLINA,
Greenville County.

PERSONALLY appeared before me J. I. Westervelt and made oath that he saw the within named Melville C. Westervelt, as Trustee

sign, seal and as his act and deed deliver the within written deed, and that he with J. I. Westervelt witnessed the execution thereof.

SWORN TO before me this 18th day of December A. D. 1922
J. I. Westervelt (L.S.)
Notary Public of South Carolina.

Recorded December 19th 1922

END OF Doc.