

State of South Carolina,  
County of Greenville.

Know all men by these presents that Title Guarantee and Trust Company (a corporation chartered under the laws of the State of South Carolina and having its principal place of business at Greenville in said State), as Trustee, for and in consideration of the sum of Five thousand dollars (\$5,000.00) 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 H.W. Riley and his heirs and assigns all that certain lot, piece or parcel of land situate, lying and being in the State of South Carolina, in the County and Township of Greenville, about two or three miles south-east of the City of Greenville, known and designated as Lot number two (2) of a new subdivision known as "Marshall Forest", according to a plat thereof made by C.H. Millard, dated December 1923, and recorded on April 9, 1924, in the office of the Register of Mesne Conveyances for said County and State in Plat Book "F", at page 215, and having, according to said plat, the following metes and bounds, to-wit:-

Beginning at an iron pipe on the south side of Riverside Drive and on the north-east corner of lot number one conveyed by said Title Guarantee and Trust Company, as Trustee, to S.M.-Beattie by deed dated April 30, 1923, and recorded in said office in Book 85, at page 521; said lot being one hundred and seventy-five (175) feet eastward from the road called "Ridge Drive" on said plat (referred to as "Club Drive" on one or more older plats) and running thence S. 23° 48' E. three hundred and fifty-three and four-tenths (353.4) along line of said lot number one to an iron pipe on a road called "Club Drive" on the said Marshall Forest plat; thence along said Club Drive N. 73° E, one hundred and seventy-five (175) feet to an iron pipe on the South-west corner of lot number three; thence N. 23° 48' W. three hundred and fifty-three and four-tenths (353.4) feet along line of lot number three to an iron pipe on the south side of Riverside Drive; thence along Riverside Drive S. 73° W. one hundred and seventy-five (175) feet to the beginning corner; this being a portion of the land conveyed to said Title Guarantee and Trust Company as Trustee, by M.B. Prevost and L.O.-Patterson, by deed dated March 27, 1923, and recorded in said office in Deed Book 85, at page 478.

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 H.W. Riley and his heirs and assigns forever.

Subject, however, to the following restrictions and conditions, to-wit:-

1. The lot of land hereby conveyed shall be used exclusively for residential purposes for white persons only (except as to servants of occupants) and shall never be sold, rented or otherwise disposed of to any person wholly or partly of African descent, or used in any manner which may render neighboring property less desirable for residential purposes.
2. A residence costing not less than Ten thousand (\$10,000.00) Dollars shall be erected thereon within ten (10) years from this date; and no building (other than outbuildings -

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See a release in this deed, see mtg. book 50 at page 586.

appurtenant to dwellings) costing less than seven thousand, five hundred dollars (\$7,500.00) shall be erected thereon within twenty-five (25) years; nor shall any building be erected thereon within forty feet of any street, avenue or road within twenty-five years.

3. The grantor reserves to itself and its successors the right to authorize the placing of sidewalks, gas, water and sewer pipes, telephone, telegraph, light and power lines, street cars and any other instrument of public utility over or under any street, alley or park or along the boundary lines of any lots at any time, without compensation to any lot owner.

4. No surface closet or cesspool shall ever be used on said land; but only septic tanks or other sanitary sewers; and all occupants of said land shall be governed by such reasonable sanitary rules and regulations as may be adopted from time to time by a majority of the owners of lands in said "Marshall Forest".

5. Said lot shall not be subdivided nor any portion (less than the whole) thereof sold within five years from this date.

The purchase price of said land has been reduced materially because of the foregoing conditions, which are not conditions subsequent, but are to be deemed covenants running with the land and binding all owners and occupants thereof. They may be enforced by appropriate proceedings by any owner or occupant of any land in "Marshall Forest", as well as by this grantor, since they are for the benefit of all persons in the neighborhood.

By accepting this deed, said grantee binds himself and his heirs and assigns to comply with all of said conditions.

In witness whereof the said granting corporation has caused its corporate seal to be hereunto affixed and these presents to be subscribed by L.O. Patterson, its President and Treasurer (being duly authorized thereunto) on this the fifth day of December, in the year of our Lord one thousand, nine hundred and twenty-four, and in the one hundred and forty-ninth year of the sovereignty and Independence of the United States of America.

Signed, sealed and delivered

in the presence of:

Oscar Hodges

Alpha B. Childress.

U.S. Stamps \$5.00  
S.C. Stamps \$5.00

Title Guarantee and Trust Company,  
As Trustee  
By L.O. Patterson  
L.O. Patterson, President and Treasurer.



State of South Carolina,  
County of Greenville.

Personally appeared before me Alpha B. Childress and made oath that she saw the within named Title Guarantee and Trust Company as Trustee by L.O. Patterson, its President and Treasurer, sign, seal with its corporate seal, and as the act and deed of said corporation deliver the within written deed, and that she with Oscar Hodges witnessed the execution thereof.

Sworn to before me this 5th,  
day of December, A.D. 1924.

Oscar Hodges (L.S.)

Alpha B. Childress

Notary Public for South Carolina.

We hereby request Title Guarantee and Trust Company, as Trustee, to sign the foregoing deed to H.W. Riley.

December 5, 1924.

M.B. Prevost  
L.O. Patterson.

Recorded December 8th, 1924.

END OF DEED