

State of South Carolina  
County of Greenville

Whereas, on April 2, 1925, Marion B. Leach, did execute and deliver to W. W. Stover a certain deed conveying Lots 1, 2 & 3 of the thick Johnson Subdivision as shown on Plat recorded in Plat Book "C" Page 258 which said deed is recorded in Deed Book Volume 180, Page 59, R. M. C. office for Greenville County and,

Whereas, the said deed which was intended to be absolute with certain building restrictions as herein after indicated, but through mistake a clause was inserted in said deed reading as follows:

"This deed is made upon the following conditions which are hereby declared to be conditions subsequent,

1. That the property herein conveyed shall be used for residential purposes.
2. That no building shall be erected on said lot nearer the Augusta Road than the line of the buildings on the lots on the East and West side of the lot herein conveyed, and,

Whereas, it was intended to create merely building restrictions and not to create conditional limitation, the violation of which would operate a forfeiture or reversion of the property, and,

Whereas, by instrument dated May 25, 1926 recorded in Volume 112, page 223, an attempt was made by the parties hereto to correct this mistake, but this instrument does not clearly set forth the intention of the parties with reference to the removal of the conditions subsequent, now therefore,

know all men by these presents:

That I, Marion B. Leach, do hereby declare that it was not intended by said deed to create a conditional limitation upon the title, nor was it intended that the violation of said clause as originally incorporated in said deed or as amended should work a forfeiture or reversion of the property, and in consideration of the premises and the sum of one (\$1.00) dollar to me in hand paid by W. W. Stover, I do hereby renounce, release and quit claim unto W. W. Stover, his heirs and assigns all right, title and reversionary interest to and in said lots as described in said deed of record in the R. M. C. office for Greenville County in Deed Book Volume 108, page 59, reference to which is here made for a complete description of the property and I do hereby covenant and bind myself, my heirs, executors, administrators and assigns unto the said W. W. Stover, his heirs and assigns

not to claim any reversionary right to any part of said lands because of any past or future violation of said building restrictions

The restrictions affecting this property which are expressly declared not to be conditions subsequent but merely building restrictions are as follows:

1. The property herein conveyed shall not be sold, rented or otherwise disposed of to negroes, nor used or rented for the maintenance or operation of a filling station or garage.
  2. That no building shall be erected on said lot nearer the Augusta Road than the line of the buildings on the lots on the East and West side of the lot herein conveyed.
- Witness my hand and seal this 22nd day of June A. D. 1926.

In the presence of  
Thos. L. Lewis  
F. E. Hackney  
Marion B. Leach (L.S.)

State of South Carolina  
County of Greenville

Personally appeared before me Thos. L. Lewis, and made oath that he saw the within named Marion B. Leach sign, seal and, as his act and deed, deliver the within written instrument for the uses and purposes herein mentioned, and that he with F. E. Hackney witnessed the execution thereof.

Sworn to before me  
this 22nd day of June  
A. D. 1926  
Thos. L. Lewis  
John L. Plyler (L.S.)  
Notary Public for South Carolina

Recorded July 1st at 1:40 P. M. 1926

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