

## STATE OF SOUTH CAROLINA

## TITLE TO REAL ESTATE

## COUNTY OF GREENVILLE

WHEREAS the Tryon Development Company has purchased a certain tract of land in the State and County aforesaid into parcels or lots, surrounding a certain lake or reservoir as Lake Lanier and

WHEREAS, the parties hereto, for the benefit of their own property, and for the benefit of future purchasers and owners of the land shown within the lines of the said boundaries hereof, do have the same held by themselves and their successors, held exclusively for residential purposes with certain exceptions not subject to herein referred to, covenants and restrictions contained in this instrument.

NOW THEREFORE KNOW ALL BY THESE PRESENTS, That the Tryon Development Company, a corporation, duly organized and chartered under and by virtue of the laws of the State of South Carolina, in consideration of the above recited and of the covenants herein and of the sum of

Ten Dollars and 75 cents consideration Dollars

for a sum and amount and interest and in trust for their grants, the grant, bargain, sell and release, subject nevertheless to the covenants, conditions and restrictions contained set out unto the said line 16, page

all bar or parts thereof, and in the County of Greenville, State of South Carolina, known and designated as Lot Number 1412

Lot Number 1412 is located in the town of Greenville, S. C., and fully described in the Register of Deeds Conveyance for Greenville County, in the year of our Lord one thousand nine hundred and twenty-four, page 51, and having a frontage of 51.

and a rear width of 51 feet, and a depth of 150 feet.

and in the other as will more fully appear from the said plan, reference being hereby made to the record thereof for

the above mentioned tract of land, in which it is described, lot number 1412, in the town of Greenville, S. C., and in the state of South Carolina, and no further description will be made hereinafter.

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

Annie M. King Lee heirs and assigns.

And the said Tryon Development Company, does hereby bind itself and its successors to warrant and forever defend all and singular the said premises unto the

said Annie M. King Lee.

heirs and assigns, against itself and its successors and all persons lawfully claiming, or to claim the same, or any part thereof.

This conveyance is made subject to the following conditions, covenants and restrictions running with the land, for a violation of which the title shall immediately revert to the grantor, its successors or assigns, except as against heirs and assigns.

FIRST: That the property hereby conveyed, or any part thereof, is not to be sold, rented, leased or otherwise disposed of to any person of African descent.

SECOND: That the property hereby conveyed is to be used for residential purposes only for a period of twenty-one years after April 1, 1925, but this shall not

be taken to prevent the grantor from designating certain lots of this development or any future addition thereto for business purposes or for other purposes desirable in the opinion of grantor, its successors and assigns.

THIRD: That no use shall be made of any lot which, in the opinion of the grantor herein, will constitute a nuisance, or prove in any way noxious or offensive to the neighboring inhabitants, or injure the value of neighboring lots.

FOURTH: That no dwelling house shall be built on the above described lot to cost less than

Three Thousand Dollars; that no

residence, garage, or other building whatsoever shall be erected on said lot until, and unless, the plans and specifications thereof have been submitted to and approved by, as shown and indicated on the plat hereinabove referred to, and in strict accordance with the plans and specifications so required to be submitted and approved, and

SIXTH: That no more than one residence shall be erected on each lot or parcel as shown by said plan. PROVIDED, HOWEVER, that in addition to one

residence, there may be erected a garage and servants' quarters, (the plans for which are to be first approved as hereinabove provided) in keeping with the premises, and residence built thereon of suitable size and appropriate location, within the building line and not nearer than five feet to any side or back line of any adjoining

SIXTH: That the parties hereto, their successors, heirs and assigns, will not, during the term of twenty-one years from April 1, 1925, subdivide, sell or convey

any part or parcel of said lots, less than the whole of each thereof, as shown on said plan, the grantor hereby expressly reserving the right, however, to sell and con-

vey any part or parcel of any lot within said block, in connection and merged with any adjacent lot, to create one or more lots of larger area than as shown

on said plan, and the further right to determine the size and shape of lots sold for other than residential purposes.

SEVENTH: That the grantor herein reserves the right to lay, erect and maintain, or authorize the laying, erecting and maintaining of sewer, gas, and water

pipes, electric conduits, or lines, telephone, telephone and electric light poles, and any other such public utilities, on or in any of the roadways, streets or alleys border-

streets and alleys, without compensation to any lot owner, for damage sustained thereby.

EIGHTH: That no surface closet or other unsanitary device for disposal of sewerage shall ever be installed or maintained on the lot herewith conveyed,

grantor herein agreeing that upon the written request of the owner of said lot, he made, within three years after the date of execution of this deed, grantor

HOWEVER, that in such event, grantor is to have the right, without reimbursement to the owner of said lot, to cause the said tank or other sanitary device

one or more owners of other lots, or grant them the right to so connect, according to the capacity of said septic tank or other sanitary device.

In witness whereof the said Tryon Development Company has caused these presents to be signed by its duly authorized officers, and its corporate seal to be thereto

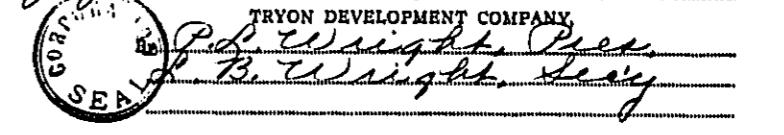
affixed, this 24th day of August in the year of our Lord one thousand nine hundred and

Twenty-five and in the one hundred and fifteenth year of the Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of:

H. D. Shelmett

Betty Brown



U. S. Stamp Cancelled, \$ 1 and 00 cents

S. C. Stamp Cancelled, \$ 2 and 00 cents

STATE OF South Carolina

County of Henderson

PERSONALLY appeared before me H. D. Shelmett and made oath that he

saw the within named Tryon Development Company, by Lee P. Fisher

its President and L. B. Wright

its Secretary sign, affix the corporate seal and as its corporate act and deed, deliver the foregoing deed; and that he,

with Betty Brown witnessed the execution thereof.

NOTARIZED Sworn to before me this 6th day of August 1925.

Notary Public Lucy A. Peters (L. S.)

My commission expires Dec. 13, 1926

STATE OF South Carolina

County of Cook

FOR VALUE RECEIVED W. W. A. Fisher & Lee P. Fisher

hereby releases the within described real estate from the lien of a certain mortgage given by the Tryon Development Company to us

dated the 25th day of April 1925, and recorded in the office of the Register of Deeds

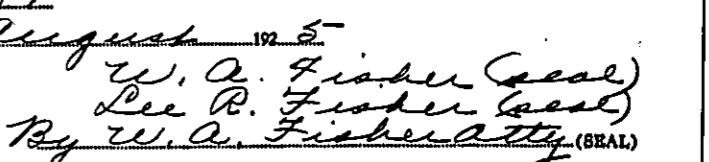
Conveyance for Greenville County in Mortgage Book 86, at Page 251

Witness my hand and seal, this 24th day of August 1925

Signed, Sealed and Delivered in the Presence of:

H. D. Shelmett

Betty Brown



STATE OF South Carolina

County of Henderson

PERSONALLY appeared H. D. Shelmett and made oath

that he saw the above named W. W. A. Fisher & Lee P. Fisher sign, seal, and as his act

and deed deliver the foregoing release, and that he, with Betty Brown,

witnessed the execution thereof.

Sworn to before me this 24th day of August 1925

Notary Public Lucy A. Peters (L. S.)

My commission expires Dec. 13, 1926

Recorded Sept. 29 1925 at 8:10 o'clock A. M.

TOGETHER with the right of enjoyment of privileges and facilities afforded by Lake Lanier, an artificial water, as projected on said plot, for lawful aquatic sports, boating, bathing, swimming and fishing; and together with the further right to erect for the use of the owner of the above described lot a boat house and wharf or landing at some appropriate location on the margin of said Lake, the said location and the size, plans and specifications of said boat house and wharf or landing to be subject to approval of grantor; but nothing herein contained shall privilege a nuisance or license the pollution of the said Lake, its inlets, outlets, or beaches, nor authorize any unlawful, offensive or boisterous conduct, the use of the said Lake by any person inexperienced in swimming; it being expressly stipulated that the grantor herein, its shareholders or successors, shall not be liable to any lot owner or any other person for any damage or injury sustained in the exercise of the said privileges and facilities, or by reason hereof.

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