

STATE OF SOUTH CAROLINA

TITLE TO REAL ESTATE

COUNTY OF GREENVILLE

WHEREAS the Tryon Development Company has subdivided a certain tract of land in the State and County aforesaid into parcels or lots, surrounding a project site known as Lake Lassiter; and

WHEREAS, the aforesaid grantee or his agent or his own property, and for the benefit of future purchasers and owners of the land shown within the lines of the said permanent covenants, or, shall be the same shall be retained, and for a time hereafter used exclusively for residential purposes with certain exceptions and subject to certain understandings and restrictions terminating as follows:

NOW THEREFORE KNOW ALL MEN 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 recitals and of the covenants herein and of the sum of:

1000.00 and other considerations Dollars.

for a sum paid in *1000.00* and other considerations Dollars, and in consideration of the aforesaid sum, the grantor, his heirs and assigns, do hereby grant, bargain, sell and release, subject, nevertheless, to the exceptions, reservations, conditions and restrictions aforesaid, to him, into the aforesaid:

lot number *1001-1522* and in the County of Greenville, State of South Carolina, known and designated as Lot Number *1001-1522*.

That Number *1001-1522* was made in George Cornwell, Esq., and duly recorded in the office of the Register of Deeds for Conveyances for Greenville County, in

Mar. 2nd, 1927, and in having a frontage of *22.6* feet, a rear width of *13.4*

feet, and a depth of *137* feet in the aforesaid lot.

more particular description of the lot aforesaid contained, or in the other as will more fully appear from the said plat reference being hereby made to the record thereof for

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,

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

immediately preceding the grantor, its successors or assigns, except as against lien creditors, or persons running with the land, for a violation of the first of which the title shall

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 herein conveyed, or any part thereof, is to be used for residential purposes only for a period of twenty-one years after April 1, 1925, but this shall not

desirable in the opinion of grantor, from time to time, certain lots of this development or any future addition thereto for business purposes or for other purposes to be taken to prevent the grantor herein from doing any damage to the neighboring inhabitants, or injure the value of neighboring lots.

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 *1500.00* 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 in writing by the grantor herein, or its successors; that the buildings on said land shall be erected on or within the building line, or the house location, as the case may

shall face or front on the street or road on which the lot herewith conveyed is shown to front by the plat aforesaid.

FIFTH: That not more than one dwelling shall be erected on each lot or parcel as shown by said plat, PROVIDED, HOWEVER, that in addition to one residence, there may be erected a garage and servants' quarters, (the plan for which are to be first approved as hereinabove provided) in keeping with the premises, and residence built thereon, of slightly appearance 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 of the aforesaid lot, less than the whole of each thereof, as shown on said plat (the grantor hereby expressly reserving the right, however, to sell and convey any part or parts of any lot or lots, *1001-1522*, in connection and merged with any adjoining lot, so as to create one or more lots of larger area than as shown on said plat, and the further right to determine the size and shape of lots sold for other than residential purposes.)

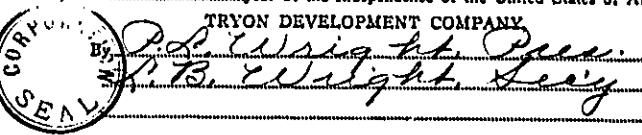
SEVENTH: That the grantor herein reserves the right to erect and maintain, or authorize the laying, erecting and maintaining of sewer, gas, and water pipes, electric conduits or pipes, telegraph, telephone and electric light poles, and any other public utility on or in any of the roadways, streets or alleys bordering said property, with connecting links for the same along the back of said lot, and the above described, and to grade surface, and repair the said roadways, streets and alleys, without compensation to any lot owner for any damage sustained thereby.

EIGHTH: That no surface closet or other unsanitary device for the disposal of sewage shall ever be installed or maintained on the lot herewith conveyed, grantor agrees to agree to open the written request of the owner of said lot made at any time within three years after the date of execution of this deed, that grantor will install on said lot a triple tank or other sanitary device for disposal of sewage, and said owner shall have the right to connect to and use the same; PROVIDED, HOWEVER, that in such event, grantor is to have the right, without reimbursement to the owner of said lot, to connect to 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 *23rd* day of *June*, in the year of our Lord one thousand nine hundred and

Twenty-five and in the one hundred and *149th* year of the Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of:
John Preston
J. M. B. Goforth



U. S. Stamps Cancelled, \$ *2* and *50* cents
 S. C. Stamps Cancelled, \$ *5* and *00* cents

STATE OF *North Carolina*
 County of *Polk*

PERSONALLY appeared before me *John Preston* and made oath that he saw the within named Tryon Development Company, by *P. D. Cerring, Jr.*
P. D. Cerring, Jr. President and *J. M. B. Goforth*
J. M. B. Goforth Secretary, sign, affix the corporate seal and as its corporate act and deed, deliver the foregoing deed; and that he, *J. M. B. Goforth*, witnessed the execution thereof.

No. *149* sworn to before me this *23rd* day of *June*, 1925.
 Notary Public
 My commission expires April 2, 1927

John Preston

STATE OF *North Carolina*
 County of *Polk*

FOR VALUE RECEIVED, we, *W. A. Fisher & Lee R. Fisher*, hereby releases the within described real estate from the lien of a certain mortgage given by the Tryon Development Company to...

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 *June*, 1925.

Signed, Sealed and Delivered in the Presence of:
H. D. Shelvutt
W. D. Holland

STATE OF *North Carolina*
 County of *Polk*

PERSONALLY appeared *H. D. Shelvutt* and made oath that he saw the above named *W. A. Fisher & Lee R. Fisher* By *W. A. Fisher* attorney, and as his act and deed deliver the foregoing release, and that he, with *W. D. Holland*, witnessed the execution thereof.

Sworn to before me this *24th* day of *June*, 1925.
 Notary Public
 My commission expires May 18, 1927

B. Fletcher (I. S.)
Polk County N.C. *H. D. Shelvutt*
 Recorded May 18, 1927, at 10:34 o'clock A.M.

TOGETHER with the right of enjoyment of privileges and facilities afforded by Lake Lassiter, an artificial water, as projected on said plat, 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 to be the site, terms and specifications of said boat house and wharf or landing to be subject to approval of grantor; but nothing herein contained shall privilege a miscreant. Because the pollution of the said lake, its inlets, outlets, or headwaters, are in any way unlawful, offensive or obnoxious conduct, or the use of the said lake by any person experienced 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 thereof.