

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 of land, surrounding a pond...

WHEREAS the parties desire the title to be conveyed to the benefit of future purchasers and owners of the land shown within the lines of the plat...

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS, That the Tryon Development Company, a corporation duly organized and chartered under the laws of the State of South Carolina...

For and in full payment of the sum of \$100,000.00 Dollars, the sum of Ten Thousand Dollars, the grant herein, sell and release, subject nevertheless, to the exceptions, reservations, conditions and restrictions hereinafter set forth...

ALL THAT LOT, BEING A PART OF LAND IN THE COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA, known and designated as Lot Number 5122

is the property of the Tryon Development Company, known and designated as Lot Number 5122, and fully recorded in the office of the Register of Mesne in Greenville County, in the Book Number 111 Page 111, said lot having a frontage of 100 feet and a depth of 100 feet...

TO HAVE AND TO HOLD, the above described lot, together with all and singular the rights and appurtenances thereto in anywise incident or appertaining, unto the said Marie P. Jones, her heirs and assigns...

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TOGETHER with the rights of enjoyment and facilities afforded by Lake Lanier, 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...

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 Marie P. Jones, her 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 Marie P. Jones, her heirs and assigns.

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

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 herein from designating certain lots of this development or any future addition thereto for business purposes or for other purposes.

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 the grantor herein...

FIFTH: That not more than one residence 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 plans 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 lot not owned by the owner of the land hereinabove described.

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 any lot within said block, 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 lay, 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 such public utilities, on or in any of the roadways, streets or alleys bordering said property, with connecting links for the same along the back and side lines of the lot 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 sewerage, 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 one or more owners of other lots, or grant them the right to do 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 28th day of September, 1925, in the year of our Lord one thousand nine hundred and twenty five, and in the one hundred and fiftieth year of the Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of: G. P. Hrouse, D. L. Smith, P. B. Wright, Pres., P. B. Wright, Secy.



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

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

STATE OF North Carolina, County of Henderson.

PERSONALLY appeared before me D. L. Smith and made oath that he saw the within named Tryon Development Company, by P. B. Wright, President, and G. P. Hrouse, Secretary, sign, affix the corporate seal and as its corporate act and deed, deliver the foregoing deed; and that he, with G. P. Hrouse, witnessed the execution thereof.

Sworn to before me, this 28th day of September, 1925.

Notary Public, D. L. Smith, Commission expires July 7th, 1926.

STATE OF \_\_\_\_\_ County of \_\_\_\_\_

FOR VALUE RECEIVED, hereby releases the within described real estate from the lien of a certain mortgage given by the Tryon Development Company to No Release required, dated the \_\_\_\_\_ day of \_\_\_\_\_, 1925, and recorded in the office of the Register of Mesne Conveyance for Greenville County in Mortgage Book \_\_\_\_\_ at Page \_\_\_\_\_

Witness my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1925.

Signed, Sealed and Delivered in the Presence of: \_\_\_\_\_ (SEAL)

STATE OF \_\_\_\_\_ County of \_\_\_\_\_

PERSONALLY appeared \_\_\_\_\_ and made oath that he saw the above named \_\_\_\_\_ sign, seal, and as his act and deed deliver the foregoing release, and that he, with \_\_\_\_\_ witnessed the execution thereof.

Sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 1925.

Notary Public, \_\_\_\_\_

Recorded October 1st 1925 at 1:15 o'clock, P. M.

END OF