

STATE OF SOUTH CAROLINA

TITLE TO REAL ESTATE

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 known 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 plat hereinafter referred to...

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...

For Dollars, Ten thousand and other considerations, Margaret Cable & F. Marie Fessell their heirs and assigns, have granted, bargained, sold and release, (subject nevertheless, to the easements, reservations, conditions and restrictions hereinafter set out) unto the said Mrs. J. E. W. Haile, Margaret Cable, F. Marie Fessell, their heirs and assigns...

All that lot or parcel of land in the County of Greenville, State of South Carolina, known and designated as Lot Number 1447-1449, 1536 and 1536

of the property of the Tryon Development Company, known as Lake Lanier, made by George Barnum, C. E. and duly recorded in the office of the Register of Mesne Conveyance for Greenville County, in Par Book Number 12, Page 15, said lot having a frontage of feet, a rear width of feet, and a depth of feet.

See to the other as will more fully appear from the said plat, reference being hereby made to the record thereof for a more particular description of the lot herein conveyed.

Table with 5 columns: Lot Number, Frontage, Depth, Area, and another Depth column. Rows include lots 1447, 1449, 1536, 1536, and 1537.

The undersigned warrants that the road in front of the above described lots will be paved with a type of water-bound macadam road, and that water, lights and a form of passage will be made available...

TOGETHER with the right of enjoyment of privileges and facilities afforded by Lake Lanier, an artificial water, as projected on said plat, for lawful aquatic sports, boating, bathing, swimming and fishing...

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 Mrs. J. E. W. Haile, Margaret Cable & F. Marie Fessell, their 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 Mrs. J. E. W. Haile, Margaret Cable & F. Marie Fessell, their heirs and assigns...

THIS: 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 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...

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 no other building thereon...

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 plat (the grantor hereby expressly reserving the right, however, to sell and convey 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...

EIGHTH: That no surface closet or other unsanitary device for the 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 made at any time within three years after the date of execution of this deed, grantor will install on said lot a septic tank or other sanitary device for disposal of sewerage...

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 15th day of September, 1925, in the year of our Lord one thousand nine hundred and Twenty-five...

Signed, Sealed and Delivered in the Presence of: H. P. Groves, Notary Public, and B. B. Wright, Secretary of Tryon Development Company.

U. S. Stamps Cancelled, \$ 4 and 50 cents; B. C. Stamps Cancelled, \$ 9 and 20 cents.

STATE OF North Carolina, County of Henderson.

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

NOT A Notary Public to before me, this 15th day of September, 1925. B. B. Wright (L. S.) G. P. Groves. My commission expires April 2, 1927.

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 _____, 192____, 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 _____, 192____ 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 _____, 192____ (L. S.)

Notary Public _____ Recorded October 5th 1925 at 8:30 o'clock, A.M.