

## 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 portion of Lake Lanier, and

WHEREAS the grantor herein is the owner of their own property, and for the benefit of future purchasers and owners of the land shown within the lines of the said subdivision, directed that the same shall be developed, and for a time hereinafter used exclusively for residential purposes with certain exceptions and subject to certain restrictions which are set forth in the instrument described at the end of this instrument;

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, in consideration of the above recitals and of the covenants herein and of the sum of

Ten Dollars and other considerations Dollars,

to a land east of Lake Lanier, and to these presents does grant, bargain, sell and release, subject nevertheless to the exceptions, reservations, conditions and restrictions set forth in the instrument

hereinabove referred to, unto the said Ruth Kennedy, her

and her assigns, against itself and its successors and assigns, 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 Ruth Kennedy, 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 Ruth Kennedy, 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:

SECOND: 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.

THIRD: That no use shall be made of any lot or parcel shown from the date hereof for any business 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 desirable in the opinion of grantor, in proportion to development, the right to do so being expressly reserved by grantor.

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, or its successors; that the buildings on said lot shall be erected on or within the building line, or the house location, as the case may be, as shown and indicated on the map hereinabove referred to, and in strict accordance with the plans and specifications so required to be submitted and approved, and shall face or front on the street or road upon which the lot herewith conveyed is shown to front from the date hereof.

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 servant's quarters, (the plans for which are to be first approved as hereinabove provided), in keeping with the premises,

SIXTH: 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 streets and alleys, without charge to any lot owner for any damage sustained thereby.

EIGHTH: That no surface close proximity sanitary device for the disposal of sewage 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 for 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 sewage, and said owner shall have the right to connect to and use the same; PROVIDED, one or more owners of other lots, or grantor than the right to 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 6th day of April, in the year of our Lord one thousand nine hundred and

twelve 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:

W. D. Holland } TRYON DEVELOPMENT COMPANY,

Betty Brown } By G. F. Wright Esq. SECRETARY

U. S. Stamps Cancelled, \$1 and .00 cents.  
S. C. Stamps Cancelled, \$2 and .00 cents.

STATE OF South Carolina  
County of Polk

PERSONALLY appeared before me, W. D. Holland, and made oath that he saw the within named Tryon Development Company, by G. F. Wright, its President, and Betty Brown, 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.

Sworn to before me, the 6th day of April, 1925, by W. D. Holland.

Notary Public. My commission expires April 30, 1927.

STATE OF South 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 8, at Page 251.

Witness my hand and seal, this 7th day of April, 1925.

Signed, Sealed and Delivered in the Presence of:

W. D. Holland } W. A. Fisher (SEAL)

Betty Brown } Lee R. Fisher (SEAL)

By W. A. Fisher & Lee R. Fisher (SEAL)

STATE OF South Carolina  
County of Polk

PERSONALLY appeared W. D. Holland, and made oath that he saw the above named W. A. Fisher & Lee R. Fisher, by W. A. Fisher, sign, seal, and as his act

witnessed the execution thereof.

Sworn to before me, this 7th day of April, 1925.

Notary Public. My commission expires May 18, 1925.

Recorded 29th 1925 o'clock P. M.

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; 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 the 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 or banks, outlets, or beaches, nor authorize any unlawful, offensive or boisterous conduct, or 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 thereof.

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