WALKER, EVANS & COBWELL CO., CHARLESTON, S. C. 47319

STATE OF SOUTH CAROLINA,
County of Greenville.

KNOW ALL MEN BY THESE PRESENTS, That CAROLINA MOUNTAINS, INC., a corporation organized and doing business under the laws of the State of South Carolina, in consideration of the sum of Ten Dollars ($10.00) and other Considerations Dollars, to it in hand paid at and before the sealing of these presents by Trapier K. Marshall, (the receipt whereof is hereby acknowledged), has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Trapier K. Marshall (subject to the restrictions hereinafter named), lot..... or parcel..... of land situate, lying and being in Glassy Mountain Township, Greenville County, State of South Carolina, known and designated as Lot No. 8 B, in Section on map of the property of CAROLINA MOUNTAINS, INC., known as "BLUE RIDGE FOREST," prepared by E. S. Draper, Engineer, April, 1926, ~~and recorded in the office of the Register of Mesne Conveyances of Greenville County, South Carolina, in Plat Book ....., at Page.....~~

Beginning at an iron pin at the intersection of the southeasterly edge of Saluda Drive said Drive being forty (40) feet wide, and a pathway leading southeasterly; thence in a northeasterly direction with the southeasterly edge of said Saluda Drive one hundred feet (100.0) to an iron pin, said pin being the north-west corner of Lot #7, Section B.; thence in a southeasterly direction with said Lot #7, Section B., South twenty-seven degrees and thirty minutes east two hundred and five feet (205.0) to an iron pin, said pin being the southwest corner of said Lot #7, Section B., and in the north edge of a pathway leading into said Saluda Drive; thence in a northwesterly direction along the northeasterly edge of said pathway the following two courses;north eighty-eight degrees and seventeen minutes Westone hundred twenty-three and three tenths (123.3) feet to an iron pin; thence North twenty-four degrees and thirty minutes West one hundred and forty-five (145.0) feet to an iron pin at the beginning.
As will more fully appear by reference to plat by Geo. D. Price hereto attached and made a part of this description.

See Plat Book "H" Page 97.

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 Trapier K. Marshall, his Heirs and Assigns, forever.

And the said CAROLINA MOUNTAINS, INC., does hereby bind itself and its successors to warrant and forever defend, all and singular, the said Premises, unto the said Trapier K. Marshall, his Heirs and Assigns, against itself and its successors and all other persons lawfully claiming or to claim the same or any part thereof.

This conveyance is made subject to the following conditions and restrictions, for a violation of the first of which the title shall immediately revert to the grantor or its successors, except as against lien creditors, and for a violation of the other conditions and restrictions the grantor shall have the right of re-entry, abatement suit and injunction, without liability for damages, to-wit:

FIRST—That the property conveyed herein shall not be sold, rented, leased or occupied by persons of negro blood, or to any corporation owned or controlled by persons of negro blood.

SECOND—That no use shall be made of any lot which will constitute a nuisance, or injure the value of neighboring property.

THIRD—That the property hereby conveyed shall be improved and used for residential purposes only, and each lot shown on the plat referred to shall be used for one residence only, and no flat, apartment house, hotel, duplex house or business house shall be erected thereon, or any building used therefor, except on Lots Numbers One to Nine, in Block "I," as shown on the plat of the Hoghack Mountain Section, recorded in the office of the Register of Mesne Conveyances for Greenville County, where apartment houses, duplex houses and family hotels may be built, and except in sections specifically shown on said plat as set apart for special purposes, or as marked "Reserved."

FOURTH—That no residence shall be erected on Lot 8 in Block B, costing less than Twenty five hundred Dollars, nor shall any residence or other buildings be erected or lot laid out until and after the plans for the buildings and arrangements of grounds shall have been approved by the company.

FIFTH—That no house or other structure shall be built on said lot nearer the front property line or street upon which it will face than the building line shown on said plat, nor nearer the side line of said lot than ten feet, nor nearer the rear line than five feet, except where rear building line is shown on said plat, and in that case no nearer than said line. This shall not be construed to include pergolas, arbors and open garden structures erected for ornamental purposes, but shall apply to service premises, and by service premises is meant any area used for wood yard, laundry yard or kitchen garden, and any areas enclosed for the keeping of poultry or stock.

SIXTH—That no re-subdivision of any part of the above described property, by sale or otherwise, shall be made to reduce more than ten (10%) per cent., in distance or area, from the lot as originally subdivided.

SEVENTH—That no signs, bill boards, or advertising boards or structures shall be placed on the lands included in the above described lot, except upon written permission of the Grantor, its successors and assigns.

EIGHTH—That the Grantor herein reserves the right to locate, construct, erect and maintain in the areas indicated on the plat as "easements," sewer and water pipe lines, conduits, poles and wires for public utilities, and in the absence of stated "easements" on the plat, shall have and is hereby given a right of way through the property hereby conveyed for sewer and water pipe lines, pole lines and conduits in connection with supplying utilities, light, power and telephone service, and also reserves the right of access at all times to such sewer and water pipe lines, conduits, poles and wires for the purpose of repairs and maintenance.

NINTH—That no surface closet or other unsanitary device for the purpose of disposal of sewerage shall be installed or maintained on the property hereby conveyed, the Grantor herein agreeing that, upon the written request of the owner of the said property, made at any time within ten years after the date of the execution of deed, it will install on the property herein conveyed, or on convenient adjacent property, a septic tank or other sanitary device for the disposal of sewerage, and said owner shall have the right to connect to and use the same; provided, however, in such event, the Grantor is to have the right, without reimbursement to the owner of the said property, to connect to said septic 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.

TENTH—That the Grantor, its successors or assigns, shall have the right to change, alter or close up any street, avenue, road, drive or trail shown upon said map not adjacent to the lot described above, and not necessary to the full enjoyment by Grantee of the above described property, and shall retain the right and title to, and control of all streets, avenues, roads, drives or trails, subject only to the right of Grantee for the purpose of ingress and egress necessary to the full enjoyment of the above described property.

ELEVENTH—All of the building restrictions as above set forth shall be binding upon the owners of any part of this land and their respective heirs, successors and assigns, for a period of twenty-five (25) years from May 1st, 1926, and shall be continued automatically thereafter for periods of twenty (20) years, unless prior to the expiration of the first twenty-five (25) year period or any subsequent twenty (20) year period, the owners of a majority of the net acreage of the land hereby restricted, exclusive of the streets and parks, shall execute and acknowledge an agreement or agreements in writing, releasing the land from any or all of the above restrictions as to all of the land hereby restricted, and file the same for record in the office of the Register of Mesne Conveyances for Greenville County, South Carolina.

IN WITNESS WHEREOF, the said CAROLINA MOUNTAINS, INC., has caused these presents to be signed by its President and by its Secretary, and its corporate seal to be hereto affixed, this the 18th day of June, in the year of our Lord one thousand, nine hundred and twenty-six, and in the one hundred and Eighth year of the Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of
K. M. Greening
G. L. Brewer

CAROLINA MOUNTAINS, INC., (SEAL)
By R. C. Merrick, President
By J. M. Law, Secretary

STATE OF ~~SOUTH~~ NORTH CAROLINA,
County of ~~Greenville~~ Hendricks

PERSONALLY appeared before me K. M. Greening and made oath that he saw the within named CAROLINA MOUNTAINS, INC., by R. C. Merrick, President, and J. M. Law, Secretary, sign, seal, and as its act and deed deliver the within deed, and that he, with G. L. Brewer, in the presence of each other, witnessed the execution thereof.

SWORN to before me, this 18th day of June, A. D. 1926.
Clarence Pittey (Seal)
Notary Public for N. C.
Com exp Dec. 15, 1926

K. M. Greening

S. C. Stamps Cancelled $4 and 10 Cts.

STATE OF SOUTH CAROLINA,
County of

PERSONALLY appeared before me and made oath that he saw the within named CAROLINA MOUNTAINS, INC., by its sign, seal, and as its act and deed deliver the within deed and that he with witnessed the execution thereof.

SWORN to before me, this day of A. D. 192
(Seal)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County of Greenville.

FOR VALUE RECEIVED, the within described property, conveyed to Trapier K. Marshall, is hereby released from the lien of the Deed of Trust or Mortgage executed by the CAROLINA MOUNTAINS, INC., to THE CENTRAL NATIONAL BANK, of Spartanburg, as Trustee, dated April 1st, 1926, and recorded in the Office of the Register of Mesne Conveyances for Greenville County, in Mortgage Book ....., Page .....

WITNESS the seal of THE CENTRAL NATIONAL BANK, of Spartanburg, and the signature of its Trust Officer, this the 18th day of June, A. D. 1926.

Signed, Sealed and Delivered in the Presence of
Henry J. Blackford
D. Idelle Howell

THE CENTRAL NATIONAL BANK of Spartanburg, As Trustee
By T. S. Perrin (Seal)
Trust Officer.

STATE OF SOUTH CAROLINA,
County of Spartanburg.

PERSONALLY appeared before me Henry J. Blackford, who being duly sworn, says that he was present and saw THE CENTRAL NATIONAL BANK, of Spartanburg, as Trustee, by T. S. Perrin, Trust Officer, sign, seal, and as its act and deed, deliver the above written Release, and that he, with D. Idelle Howell, witnessed the execution thereof.

SWORN to before me, this the 18th day of June, A. D. 1926.
D. Idelle Howell (Seal)
Notary Public for S. C.

Henry J. Blackford

Recorded July 2, 1926, at 9:00 o'clock A. M.

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