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Whereas, we, Mary Ella AcDaniel and Annie Lou Newman, on April 2, 1934, by our deed recorded in the R. M. C. Office for Greenville County in Deeds Volume 175 at page 348, conveyed to D. P. DeCoursey and Mayme E. DeCoursey all that certain lot of land situate, on the East side of Cleveland Street in the City of Greenville, S. C., more particularly known as Lot No. 18 of AcDaniel Heights as shown on plat of record in the R. M. C. Office for Greenville County in Plat Book "G", at page 214, and

Whereas, the following conditions were imposed on said property by us, to-wit:

- (1) The premises herein conveyed shall be used for residential purposes only.
- (2) That no house or building shall l'erected upon the premises over the established property line, or closer to the line on Cleveland Street then 40 feet.
- (3) That no building except garages and out-buildings shall be erected upon the premises at a cost of less than \$4,500.00.
- (4) That the premises small not be sold or conveyed to persons other than of the Caucasian race, or rented or otherwise disposed of to persons other than of such race.

Whereas, it was stipulated in said deed that the said conditions were conditions subsequent, and

Whereas, it was not intended by said conditions to create a conditional limitation, the violation of which would operate as a forfeiture or reversion of the title to the procerty, but it was the intention to create building restrictions for the benefit of all person who purchased said lots, which restrictions could be enforced by the owner of any lot located on said plat above referred to.

Whereas, D. P. DeCoursey and Layme E. DeCoursey, the owners of said property, are borrowing from the Jefferson Standard Life Insurance Company, hereafter called the Company, the sum of Forty-Two hundred and fifty (\$4,250.00) Dollars, the loan to be secured by mortgage on real estate hereinafter described, and

Whereas, the Company will not accept the property as security unless the conditions

herei nabove referred to are released:

Now, Therefore, in consideration of the premises and the further sum of One (\$1.00)

Dollars paid to us by the said D. P. Coursey and Mayme E. DeCoursey, the receipt of which is hereby acknowledged, we, the said Mary Ella McDaniel and Annie Lou Newman hereby agree with the said D. P. DeCoursey, and Mamie E. DeCoursey and the Company, as follows:-

- (1) That we did not intend by the deed above mentioned to create a conditional limitation upon the title to said premises nor did we intend that the violation of the conditions would work as a forfeiture of the property, and said conditions are hereby expressly declared to be by way of building restrictions and are for the benefit of all persons who now own, and who may hereafter purchase, any lot located on the said plat above mentioned, and said restrictions may be enforced by the owner of any lot.
- (2) That the said conditions, together with any right to declare a forefeiture or resenter upon breach, referred to in said deed, are hereby released and waived, so