

TITLE TO REAL ESTATE

THE STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

KNOW ALL MEN BY THESE PRESENTS, That I, Knox L. Haynsworth, as Trustee, in the State, aforesaid, in consideration of the sum of Ninety and 00/100 (\$90.00) Dollars, to me in hand paid at and before the sealing of these presents by Louie B. Lister and Frances L. Lister (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and am by these presents do grant, bargain, sell and release unto the said Louie B. Lister and Frances L. Lister, their heirs and assigns:-

All that piece, parcel and lot of land in the County of Greenville, State of South Carolina, known as Lot 47 in a Subdivision of North Sunset Hills according to a plat thereof made by Dalton & Neves in July, 1941, and recorded in the R. M. C. Office for Greenville County in Plat Book L at page 95, and having, according thereto the following metes and bounds, to-wit:

BEGINNING at an iron pin at the Northwest corner of Central Court and Elizabeth Drive, and running thence with Central Court N. 3-27 W. 282.5 feet to an iron pin in the line of Arthur Miller's property; thence with Arthur Miller's line S. 43-22 W. 157.8 feet to an iron pin, joint rear corner of lots No. 46 and 47; thence with the line of lot No. 46 S. 36-25 E. 203.9 feet to the beginning corner.

Being part of the Paris Mountain Road property conveyed to the Grantor herein by Riverside Land Company by deed dated June 9th. 1941, and recorded in the R. M. C. Office for Greenville County, S. C. in Deed Book 234 at page 121, and to Riverside Land Company by Greenville Investment Company by deed dated May 8th. 1941, and recorded in the R. M. C. Office for Greenville County in Deed Book 234 at page 88.

The above conveyance is subject to the following restrictions:-

1. No portion thereof shall be used for any purpose other than single family residences for white persons only, except as servants of occupants, and shall never be sold, rented or otherwise disposed of to any person other than an American of the White or Caucasian race, or be used in any manner which may render neighboring property less desirable for residential purposes.

2. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any of said property shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted, nor shall any part of said property be used as a tourist or trailer camp.

3. Not more than one dwelling shall be erected on any lot shown on said plat (provided, however, this prohibition shall not prevent the erection of servants' quarters appurtenant to the dwelling); nor shall any lot of lots shown on said plat of North Sunset Hills be re-out or sub-divided and the facing of the lots shown on said plat of North Sunset Hills shall be adhered to.

4. No residence shall be erected on any lot facing on Paris Mountain Road which shall cost, excluding the lot, less than \$3,000.00, nor on any lot facing any other street in this plat of North Sunset Hills costing less than \$2,000.00, including the lot.

5. The respective owners of the properties hereinabove described reserve to themselves and itself, and their and its successors and assigns, the right to place gas, water and sewer pipes, telephone, telegraph, light and power lines, and any other instrument of public utility over or under any street, avenue, road, alley or park at any time without compensation to any lot owner, -except that the premises shall be left in as good condition as before.

6. No surface closet shall ever be used on any portion of said properties but only septic tanks and other sanitary sewers; and all owners and occupants of all, or any portion of said properties, shall be governed by such reasonable sanitary rules and regulations as may be adopted from time to time by a majority of the owners of the property or portions thereof, at the time of the adoption thereof.

7. The front building lines as shown on the plat of North Sunset Hills shall be adhered to; that is, no front building shall be erected on any lot on said plat except in conformity with the following building lines: on lots facing on Paris Mountain Road, no nearer than 45 feet to, nor farther than 55 feet from the present front lot line; on lots on the south side of Elizabeth Drive no nearer than 35 feet to the front lot line, on lot No. 47 facing Central Court, no nearer than 25 feet, and on all other lots on said plat no nearer than 30 feet to the present front lot lines, all of said front lot lines, together with the building lines on each lot being fully shown on said plat of North Sunset Hills; nor shall any building be erected on any lot shown on plat of North Sunset Hills nearer than five feet to any side lot line. The side line restrictions shall not apply to any garage located on the rear one-quarter of the lot, except that on corner lots no structure shall be erected within ten feet of the side street line of any lot shown on said plat of North Sunset Hills. Provided, however, that nothing herein contained shall be construed to prevent the use of any portion of this property for agricultural purposes, nor to prevent the continued use and maintenance of the buildings and structures now located thereon.

IT IS UNDERSTOOD that the Grantor herein intends to and may file in the R. M. C. Office a statement subjecting the entire Subdivision to restrictions above outlined together with such further provisions as shall make them enforceable at the instance of each lot owner, etc. such additions to the above restrictions, however, to be only such as may have been approved by the Federal Housing Administration

The above conveyance is subject to a reservation of a five foot strip on the rear of this lot bounding the land of Arthur Miller, and extending from the line of Lot No. 46 to Central Court, to be used as an alley for utilities, said five foot strip being shown on the above mentioned plat.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or any anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the Premises before mentioned unto the said Louie B. Lister and Frances L. Lister, their Heirs and Assigns forever.

And I do hereby bind myself, as Trustees, and my successors in office to warrant and for-