

TITLE TO REAL ESTATE

KEYS PRINTING CO., GREENVILLE, S. C.

STATE OF SOUTH CAROLINA,
County of Greenville

KNOW ALL MEN BY THESE PRESENTS, That I, Wm. D. Young,

.....
.....
.....

.....in the State aforesaid,
.....in consideration of the sum of
Twenty Thousand (\$20,000.) Dollars Dollars

to mein hand paid
at and before the sealing of these presents by
Howard C. Helgerson

(the receipt whereof is hereby acknowledged) have granted, bargained, sold and released and by these presents do grant, bargain, sell and release, unto the said
Howard C. Helgerson
tract

All that piece, parcel or ~~lot~~ of land in Butler Township, Greenville County, State of South Carolina.

known and designated as Tract #3 of the property of the grantor, according to a plat prepared by Dalton & Neves, engineers, in April, 1946, said plat to be recorded in the R. M. C. Office for Greenville County, and lying on the North side of the Pelham Road and having the following metes and bounds, to-wit:

Beginning at an iron pin, joint corner of tracts #3 & 4 and running thence with said Pelham Road N. 49-0 W. 300 ft. to an iron pin, joint corner of tracts #3 & 2; and running thence with the line of tract #2 N. 45-02 E. 726 feet to an iron pin, joint corner with tract #3A; thence with the line of tract #3A S. 49-0 E. 300 feet to an iron pin; thence with the line of tract #4 S. 45-02 W. 726 feet to the point of beginning and containing 5 acres.

As a part of the considerations for this conveyance the grantee herein agrees to move a tenant house from tract #2 on to Tract #3 at his own expense, and within 30 days from the execution of this deed, which tenant house is hereby conveyed to the grantee.

This conveyance is subject to the following restrictions and conditions which are imposed on the tract of land conveyed and are to be imposed on all other tracts conveyed.

1. The lot of land hereby conveyed shall be used exclusively for single family residences for white persons only (except as to servants of occupants), and shall never be sold, rented or otherwise disposed of to any person wholly or partly of African descent, or used in any manner which may render neighboring property less desirable for residential purposes.
2. No residence (other than out buildings/appurtenant to dwelling) costing less than \$10,000.00 shall be erected thereon prior to January 1, 1971.
3. The grantor reserves to himself, and his heirs and assigns, the right to the placing, maintaining, repairing and replacing of gas, water and sewer pipes, telephone, telegraph, light and power lines and any other instrument of public utility over or under any street, at anytime without compensation to any lot owner provided; that the premises shall be left in as good condition as before.
4. The said lot shall not be re-cut and only one dwelling shall be erected thereon, except as to servants' house, or houses of occupants.
5. No house may be erected on any lot less than 125 feet from the street line.
6. Paragraph 4 above is not intended to prevent cutting off and conveying a small portion or portions of the within described lot, provided the frontage of said lot is not reduced to less than 190 feet and provided further that each dwelling erected shall be upon a lot of at least 190 feet frontage.
7. No obnoxious or offensive trade or business shall be engaged in on the premises.
8. No building of a temporary nature shall be erected on the property for use as a residence.

The purchase price of said lot has been reduced materially because of the foregoing restrictions, which are not conditions subsequent but are to be deemed covenants running with the land and binding on owners and occupants thereof. They may be enforced by proper proceeding by any owner or occupany of any lot, as well as by this grantor since they are for the benefit of all persons in the neighborhood. By accepting this deed each grantee binds himself and his heirs and assigns to comply with all of said conditions, such conditions being a part of a general plan, which plan has been adopted by the grantor and is applicable to all grantees purchasing lots.