

TITLE TO REAL ESTATE

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 9523

THE STATE OF SOUTH CAROLINA, }
County of Greenville.

KNOW ALL MEN BY THESE PRESENTS, That We, R. M. Caine and W. S. Griffin, Jr.,

.....in the State aforesaid,
.....in consideration of the sum of
Fifteen Hundred no/100..... DOLLARS

to us..... in hand paid
at and before the sealing of these presents by
Paul J. Bahan

(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
Paul J. Bahan

All that certain lot of land in Greenville Township, Greenville County, State of South Carolina, in the City of Greenville, in the Subdivision known as Addition No. 2 to Forest Hills, and having the following metes and bounds according to plat and survey of Dalton & Neves, Engineers, made February 1939; Beginning at an iron pin in north boundary of Forest View Drive, at corner of lot conveyed to Jean R. McKissick, and running thence with McKissick line N. 26-13 W. 170 feet to iron pin; thence S. 61-07 W. 170.1 feet to an iron pin on an unnamed Street; thence with the east side of said Unnamed Street S. 26-13 E. 120 feet to stake in the north boundary of Longview Terrace; thence with the northeast side of Longview Terrace N. 82-33 E. 70 feet; thence N. 87-53 E. 45.7 feet to iron pin at corner of Forest View Drive; and thence with the north side of Forest View Drive N. 64-30 E. 62 feet to beginning corner. (#6) (9 + 213)

SUBJECT TO THE FOLLOWING RESTRICTIONS AND CONDITIONS:

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 residence purposes.
2. No residence (other than outbuildings appurtenant to dwelling) costing less than Five Thousand (\$5000.00) Dollars shall be erected thereon prior to January 1, 1986.
3. The grantor reserves to itself and its successors 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, 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.
4. No surface closet or cesspool shall ever be used on said lot; but only septic tanks or other sanitary sewers, and all occupants of said lot shall be governed by such reliable sanitary rules and regulations as may be adopted from time to time by a majority of the owners of lots in said Forest Hills Addition No. 2, of which this lot is a part.
5. The said lot shall not be recut and only one dwelling shall be erected thereon.
6. No house may be erected on any lot in Forest Hills Addition No. 2 less than 45 feet from the street line.

The purchase price of said lot has been reduced materially because of the foregoing conditions, which are not conditions subsequent, but are to be deemed covenants running with the land and binding all owners and occupants thereof. They may be enforced by proper proceeding by any owner or occupant of any lot in Forest Hills Addition No. 2 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 in Forest Hill No. 2 Development.

7. Paragraph 5 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 75 feet, and provided further that each dwelling erected shall be upon a lot of at least 75 foot frontage.

For value received, I, L. H. Stringer, the owner and holder of a mortgage in the original sum of \$4,328.00 executed by R. M. Caine on August 1st, 1938, recorded in R.M.C. Office for Greenville County in Mortgage Book 275, page 118, hereby release the within described lot of land from the lien of my said mortgage. Witness my hand and seal this 28th day of December, 1939.

In presence of: Mary L. Shaw L. H. Stringer (SEAL)
T. E. Dial, Jr.

State of South Carolina, Greenville County.

Personally appeared Mary L. Shaw who being duly sworn says that he saw the within named L. H. Stringer sign, seal and deliver the foregoing written release, and that he with T. E. Dial Jr. witnessed the execution thereof.

Sworn to before me this 28th day of December, 1939.
Horace D. Johnson (SEAL) Mary L. Shaw.
Notary Public for S. C.

Release recorded January 5th, 1940 at 4 P. M. #241 BY: E.G.

