

J.P. Ballenger

DEED TO

A. White

STATE OF SOUTH CAROLINA,

COUNTY OF Greenville

KNOW ALL MEN BY THESE PRESENTS, That I, J.P. Ballenger, of Greenville County

in the State aforesaid

in consideration of the sum of Five dollars and other valuable considerations

DOLLARS,

to me in hand paid at and before the sealing of these presents by

A. White

(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

A. White, his heirs and assigns, all that certain piece, parcel and lot of land situate, lying and being in the County and State aforesaid, about two and one-half miles from the Court House, and being known as lot No. 54 in Block "B" of Mountain View Land Company's subdivision, as shown on plat made by W.A. Adams, in Feb. 1910, the said plat being recorded in the office of R.M.C. for Greenville County, and having the following metes and bounds, to wit: Beginning at a pin on Buncombe Road, 152 feet from the corner of Buncombe Road and Green Street, and running thence S. 35-25 W. one hundred seventy (170) feet to a pin on ten-foot alley, one hundred thirty two (132) feet from Green Street, thence with said ten-foot alley in a southeasterly direction fifty (50) feet to a pin at the joint corners of lots Nos. 53 and 54, thence in a northeasterly direction one hundred seventy (170) feet to a pin on Buncombe Road, thence with Buncombe Road N. 57-30 W. to the beginning corner, forty-four and one quarter (44 1/4) feet.

This deed is subject to the following restrictions, which shall continue for a period of twenty-one years from the 28th day of May 1912: First: The property is not to be rented, sold, or otherwise disposed of to any person of African descent. Second: No liquor or ardent spirits are to be sold on the property. Third: No house shall be built on the lot herein described to cost less than one thousand dollars but any person may use two or more lots placing one residence thereon. Fourth: No building shall be erected nearer the street than the building line shown on said plat, which is fifteen feet. Fifth: No use shall be made of the lots sold or any part thereof, which would constitute a nuisance or injure the value of any of the neighboring lots. Sixth: The layout of the lots shall be adhered to as shown on said plat, and no scheme of facing lots in any other direction than that shown on said plat, shall be permitted. Seventh: The Company reserves the right to lay or place, or authorize the laying and placing of electric or other street car tracks, sewer, gas, water, pipes, electric conduit or pipes, telephone or electric light poles, or any other work or instrument of public utility on or in any of the said streets of said Mountain View Land Company, without compensation to any lot owner. In the event of the violation by a purchaser, or the owner of the said lot, of the first provision above, the title to the lot shall revert to the grantor, except against lien creditors, and in the event of any of the other provisions above, the grantor shall have the right to enforce same by proper proceedings. As a part of the consideration of this conveyance, the said A. White, agrees to and does hereby assume the payment of the balance due, to wit: Fifteen hundred forty-eight (1548.00) Dollars, and any interest that might be due on a note for Eighteen hundred (\$1800.00) Dollars by me to Morgan-Austin Company, dated June 10th, 1912; recorded in R.M.C. office for Greenville County in Vol. 25, page 69.

TOGETHER with, all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in any-wise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said A. White, his heirs and assigns forever.

AND I do hereby bind myself, my heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said A. White, his

heirs and assigns, against me and my heirs, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal, this seventh day of October

in the year of our Lord one thousand nine hundred and thirteen and in the one hundred and thirty-eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of J.P. Ballenger (L. S.) W.S. Bradley, (L. S.) J. Theo Solomons, Jr. (L. S.)

STATE OF SOUTH CAROLINA, COUNTY OF Greenville PERSONALLY appeared before me, W.S. Bradley and made oath that he saw the within named J.P. Ballenger sign, seal, and as his act and deed, deliver the within written Deed; and that he, with J. Theo Solomons, Jr. witnessed the execution thereof.

SWORN to before me, this 7th day of October A. D. 1913. W.S. Bradley J. Theo Solomons, Jr. (L. S.) Notary Public for S. C.

STATE OF SOUTH CAROLINA, COUNTY OF Greenville RENEUNCIATION OF DOWER.

I, C.L. Gullick, Notary Public for S.C. do hereby certify unto all whom it may concern that Mrs. Carrie Ola Ballenger wife of the within named J.P. Ballenger did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named A. White, his heirs and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

GIVEN under my hand and seal, this 7th day of October A. D. 1913. Carrie Ola Ballenger C.L. Gullick (L. S.) Notary Public for S. C. Recorded for October 23rd, 1913.