

State of South Carolina,

County of Greenville.

Whereas, by virtue of a decree of the Court of Common Pleas for the County and State aforesaid in the case of Ethel Y. Perry, Plaintiff, vs. Willie Hayne Perry, Benjamin F. Perry, Jr., Hext M. Perry, Elizabeth F. Perry, James Y. Perry, Beattie Perry Young and T.B. Young, Defendants (see Judgment Roll 3917), which decree bears date of April 30th, 1914, the title to a certain tract of land belonging to the parties to the said action (of which tract the hereinafter described premises are a part) was vested in the Carolina Loan & Trust Company (a corporation duly organized and existing under the laws of said State) as trustee for the aforementioned parties, with full power in the said trustee to sell the same or any part thereof, as will more fully appear by reference to said decree.

Now, therefore, Know all men by these presents, that in the exercise of the said power of sale the Carolina Loan & Trust Company, for and in consideration of the sum of Seven Hundred 00/100 Dollars to it in hand duly paid at and before the sealing and delivery of these presents by the grantee hereinafter named (the receipt whereof is hereby acknowledged), has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto G.B. Goodlett All that certain lot of land situate in the County of Greenville, State aforesaid, known as lot numbered Ten (10) in Hext M. Perry's subdivision of fourteen acre tract of land on the Buncombe Road about two miles North of the City of Greenville, known as Sans Souci Park, as per plat recorded in office of Register of Mesne Conveyance for said County and State, in plat book -- page --, and having the following lines, courses and distances, to-wit:

Beginning at a stake two hundred and sixty-six feet from the southeast corner of intersection of McCall and Perry Road, and running thence along the edge of Perry Road seventy-five feet to a stake, corner of lot numbered nine; thence along the line of lot numbered nine, two hundred feet to stake; thence along the line of lot numbered twenty-six fifty feet to stake; thence along the line of lot numbered eleven, two hundred and five feet to the beginning corner, reference being hereby had to said plat for a full description thereof.

Upon the following conditions, however, which are a part of the consideration for this deed, and are hereby declared to be conditions subsequent, to-wit:-

1. That the premises, nor any part thereof, shall not be sold, rented, or otherwise disposed of to any person of African descent.
  2. That until the expiration of twenty (20) years from date the premises shall be used for residence purposes only.
  3. That no building shall be erected nearer the Perry Road than twenty-five (25) feet, and no dwelling shall be erected on the premises, nor any part thereof, at a cost of less than two thousand Dollars.
  4. That no use shall be made of said lots, nor any part thereof, which shall constitute a nuisance.
  5. That the grantor reserves the right to place or authorize the placing of electric, telephone or telegraph poles, water pipes, or any other work of utility in or along any of the roadways, streets, or the back line of any lot without compensation to lot owner.
- Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

To have and to hold all and singular the premises before mentioned unto the said G.B. Goodlett, his heirs and assigns forever.

In witness whereof, the said granting corporation has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officers, Wm. C. Beacham, President and Treasurer and W.G. Perry, Secretary on this second day of May, in the year of our Lord one thousand nine hundred and twenty-one and in the one hundred and 45th, year of the Sovereignty and independence of the United States of America.

Signed, sealed and delivered

in the presence of:

B.F. Perry,  
R.H. Hammond,

Carolina Loan and Trust Co.,  
By W.C. Beacham, Prest. & Treas.  
And W.G. Perry, Secty.

(Stamps \$1.00)

State of South Carolina,  
County of Greenville.

Personally appeared before me B.F. Perry and made oath that he saw the within named Carolina Loan and Trust Company, by its duly authorized officers, Wm. C. Beacham and W.G. Perry sign, seal with its corporate seal and as the act and deed of said corporation deliver the within written deed, and that he with R.H. Hammond witnessed the execution thereof.

Sworn to before me this 3rd,

day of May A.D. 1921.

Thos. A. Roe (Seal)

Notary Public, S.C.

B.F. Perry

Recorded May 4th., 1921.

The State of South Carolina,

County of Greenville.

Know all men by these presents that I, Frank E. Harrison, Jr., in the State aforesaid, in consideration of the sum of Ten (\$10.00) Dollars and other valuable considerations, to me in hand paid at and before the sealing of these presents by Jas. M. Richardson, as Trustee (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 Jas. M. Richardson, as Trustee, his successors and assigns:-

All that lot of land situate in the City and County of Greenville, South Carolina, and having the following courses and distances, to-wit: Beginning at a stake on Lavinia Avenue, corner of Lots Numbers 32 and 33, and running thence along Lavinia Avenue N. 21.45 W. sixty (60) feet to a stake at corner of Lots Numbers 33 and 34; thence in an easterly direction with said line one hundred and fifty-five (155) feet to a ten foot alley; thence in a southerly direction along said alley sixty (60) feet to a stake, joint corner of lots numbers 32 and 33; thence with said joint line in a westerly direction one hundred and fifty-five (155) feet to the beginning corner, being Lot number 33, according to a plat made by W.A. Adams, and recorded in the office of the R.M.C. for Greenville County, South Carolina, and conveyed to P.C. Gregory by L.A. James, by deed dated the 17th, day of June, 1918, and recorded in Vol. 35, page 391, and being the same conveyed to me by P.C. Gregory by deed dated the 30th, day of November 1918, and recorded in Vol. 44, page 275, on December 2nd, 1918.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

To have and to hold all and singular the said premises unto the said Jas. M. Richardson, as Trustee, and to his successors and assigns, upon the following conditions and for the purposes, to-wit:-

That he, the said Jas. M. Richardson, shall have full power and authority to rent the said Premises and to collect the rents and profits therefrom and hold the same as such Trustee, to be used and expended by him as in his judgment may seem best, in order to keep the said property in suitable and proper state of repair:- to keep the same insured against fire, and to protect me and the creditors hereafter mentioned, holding mortgages upon said property, as may in his judgment seem best.

There now stands against the said property a certain note and mortgage, given by myself unto Kate A. Finlay, as Executrix, and K.G. Finlay, as Executor, bearing date December 2nd, 1918, due in three years, and assigned by these said parties unto Kirkman G. Finlay, this said mortgage being in the sum of Five Thousand (\$5,000.00) Dollars, and being recorded in the R.M.C. Office for Greenville County, in Vol. 44, page 250.

There is also another mortgage covering the said premises, in the sum of one thousand (\$1,000.00) Dollars, given by me unto Jas. M. Richardson, as Attorney, said mortgage bearing date June 21st, 1919, and being recorded in the said R.M.C. Office in Vol. 59, page 309; this said mortgage having been assigned by the said Jas. M. Richardson, as Attorney, unto Mrs. M.S. Richardson.

There is another mortgage covering the said premises, in the sum of Fifty-five hundred (\$5,500.00) Dollars, bearing date September 28th, 1920, given by me unto Jas. M. Richardson, and by him assigned to the Norwood National Bank of Greenville, said mortgage being recorded in said R.M.C. Office in Vol. 94., page 227.

(Over)