

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

KNOW ALL MEN BY THESE PRESENTS, That Elizabeth L. Eaton

in the State aforesaid,
in consideration of the sum of Seven Thousand Eight Hundred and Seventy-five DOLLARS,

to Miss in hand paid
at and before the sealing of these presents by Thomas J. Charles and W. H. Cruikshank

(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

Thomas J. Charles and W. H. Cruikshank, their heirs and assigns, all those two certain lots of land situate in the City and County of Greenville, South Carolina, being known as lots nos. 23 and 24 in Block E, as above on plat of Cagle Park recorded in Plat Book C, page 238, beginning at and iron pin on the south side of Prentiss Avenue, at the corner of a 15-foot alley, and thence thence with said Avenue, along a curved line, the chord of which is N. 26.07 E. 20 feet, thence with said Avenue in a curved line with chord of S. 23.44 E. 20 feet, thence with said Avenue in a curved line with chord of 76.50 E. 32 feet, thence still with said Ave. S. 67.06 E. 53 feet, or chord to an iron pin corner of lot 22, thence with line of lot 22 S. 25.55 W. 143.7 feet to an iron pin on said 15 foot alley, thence with said alley N. 53.03 W. 186.4 feet, thence still with alley along a line whose chord is N. 29.36 W. 55.6 feet to the beginning corner, being the same land conveyed to me by William Goldsmith and Walter W. Goldsmith by deed dated the 1st day of December 1919, and recorded in Vol. 54 page 241.

As a part of the consideration for the above conveyance, the grantee herein do hereby assume and will pay two mortgages executed by Wm. Goldsmith, W. D. Workman and Walter W. Goldsmith for \$17,000 each, one note for \$17,000 secured by a mortgage on lot 23, another note for \$17,000 secured by mortgage on lot 24, with interest from July 1st 1919 until paid to Cagle Park Company.

Subject to the conditions and restrictions set forth in deed from Cagle Park Co. to Wm. Goldsmith, W. D. Workman and Walter W. Goldsmith, deed dated the 1st day of July 1919, and recorded in Vol. 49 page 433. As a further part of the consideration for the above conveyance, the grantee herein do hereby assume and will pay a former mortgage, executed by Elizabeth L. Eaton, to William and Walter W. Goldsmith on December the 1st 1919 in the sum of Five Hundred Dollars (\$500.00) with all interest from date of Execution.

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 before mentioned, unto the said Thomas J. Charles and

State of South Carolina,
Greenville County.

WHEREAS; the Cagle Park Company on July 1st. 1919 granted by deed to Wm. Goldsmith, et al. ten (10) lots of land, situated on various avenues in Cagle Park, in the City of Greenville, State and County aforesaid and recorded July 2nd. 1919 in Vol. 47, page 433 in the R. M. C. office for County and State aforesaid, and

WHEREAS; included in the above conveyance was lot No. 24 in Block D, situated on the southside of East Prentiss Avenue and shown on plat of the Cagle Park Company in Plat Book C, page 238 in the R. M. C. office, said plat showing no restriction whatsoever as to the distance from the line of said avenue that buildings may be erected thereon, and

WHEREAS; said deed restricts lot No. 24 in Block D as follows: "No. 4. No building shall be erected upon said property within twentyfive (25) feet of the present line of said avenues mentioned."

Now, THEREFORE; it is evident that said restriction was made in error, by reason of the fact that a building erected on said lot the above distance from said avenue would be in the rear view of buildings which are appurtenant to the dwelling of A. B. Carter, situated on the northeast corner of Augusta Street and Prentiss Avenue and further, said restriction is not contained and shown on plat of said Cagle Park Company; Therefore, in consideration of correcting the error contained in deed hereinabove referred to, the Cagle Park Company does hereby forever release unto the present grantees, Thomas J. Charles and W. H. Cruikshank, their heirs and assigns forever, restrictions No. 4, as expressed in deed hereinabove mentioned.

In witness hereof the Cagle Park Company, by its duly authorized officers have hereunto affixed the seal of the corporation this 1st. day of April 1921 and in the one hundred and fortyseventh year of the independence of the United States.

Signed in the presence of
R. M. Thompson
W. B. Jones

Cagle Park Company Inc.
L. B. Bonnet
President
W. B. Jones
Secretary

State of South Carolina
Greenville County.

Personally appeared before me Wm. B. Jones and made oath that he saw the within named officers of the Cagle Park Company, sign, seal and as their act and deed deliver the above written release, and that he with R. M. Thompson witnessed the execution thereof.

Sworn to before me this 1st. day of April 1921.
W. B. Jones
Notary Public for S. C.

"This Instrument pasted in this Book September 6th, 1922".

unto all whom it may concern, that Mrs. _____ wife of the within named _____ 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 _____

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 _____ day of _____ A. D. 192 _____

Notary Public for S. C.

Recorded _____ 1920