

here, hereditaments, and appurtenances to the said premises belonging or in any wise incident or appertaining.

To have and to hold all and singular the premises before mentioned unto the said S. M. Beattie and his heirs and assigns forever;

Subject, however, to the following restrictions and conditions, to wit:

1. The lot of land hereby conveyed shall be used exclusively for residential purposes 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 undesirable for residential purposes.

2. A residence costing not less than fifteen thousand (\$15,000.00) dollars shall be erected thereon within year from this date, and no building (other than out buildings appurtenant to dwellings) costing less than seven thousand five hundred (\$7,500.00) dollars shall be erected thereon within twenty-five (25) years nor shall any building be erected thereon within forty feet of any street, avenue or road within twenty-five years. If these restrictions are lifted on this or adjacent property, this paragraph becomes null and void.

3. The grantor reserves to itself and its successors the right to authorize the placing of gas, water and sewer pipes, telephone, telegraph, light and power lines, street cars and any other instrument of public utility over or under any street, alley or park at any time, without compensation to any lot owner.

4. No surface closet or cesspool shall ever be used on said land; but only septic tanks or other sanitary sewers; and all occupants of said land shall be governed by such reasonable sanitary rules and regulations as may be adopted from time to time by a majority of the owners of lands in said "Marshall Forest."

5. Said lot shall not be subdivided, nor any portion (Next Page).

(less than the whole) thereof sold within five years from this date.

The purchase price of said land 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 appropriate proceedings by any owner or occupant of any land in "Marshall Forest," as well as by this grantee 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.

It witness whereof the said granting corporation has caused its corporate seal to be hereunto affixed and these presents to be subscribed by L. O. Patterson, its President and Treasurer (being duly authorized thereunto) on this the thirtieth day of April, in the year of our Lord one thousand, nine hundred and twenty-three, and in the one hundred and forty-seventh year of the sovereignty and Independence of the United States of America.

Stamps \$ 5.00.

Signed, sealed and delivered in the presence of: Mary B. Nesbitt, Wm. Goldsmith.

Title Guarantee and Trust Company as Trustee. By: L. O. Patterson, President and Treasurer.



State of South Carolina, County of Greenville.

Personally appeared before me Mary B. Nesbitt and made oath that she saw the within named Title Guarantee and Trust Company as Trustee, by L. O. Patterson, its President and Treasurer, sign, seal with its corporate seal, and as the act and deed of said corporation deliver the within written deed, and that she with Wm. Goldsmith witnessed the execution thereof.

Sworn to before me this 30 day of April, A. D. 1923.

Wm. Goldsmith (B. S.)

Mary B. Nesbitt

Notary Public for South Carolina.

(Over)