

STATE OF SOUTH CAROLINA

TITLE TO REAL ESTATE

COUNTY OF GREENVILLE

WHEREAS the Tryon Development Company has subdivided a certain tract of land in the State and County aforesaid into parcels or lots, surrounding a pond...

WHEREAS the parties hereto for the benefit of their own property, and for the benefit of future purchasers and owners of the land shown within the lines of the plat...

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS, That the Tryon Development Company, a corporation duly organized and chartered under and by virtue of the laws of the State of South Carolina...

has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed...

in witness whereof the said Tryon Development Company has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed...

And that the same is a parcel of land in the County of Greenville, State of South Carolina, known and designated as Lot Number 222

is shown on the plat heretofore referred to, and in strict accordance with the plans and specifications so required to be submitted and approved...

and the further right to determine the size and shape of lots sold for other than residential purposes.

SEVENTH: That the grantor herein reserves the right to lay, erect and maintain, or authorize the laying, erecting and maintaining of sewer, gas, and water pipes, electric conduits or pipes, telegraph, telephone and electric light poles...

EIGHTH: That no surface closet or other unsanitary device for the disposal of sewerage shall ever be installed or maintained on the lot herewith conveyed...

IN WITNESS WHEREOF the said Tryon Development Company has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed...

Witness my hand and seal, this 19th day of May, 1925, in the year of our Lord one thousand nine hundred and twenty-five...

Signed, Sealed and Delivered in the Presence of: Betty Brown, Secretary

U. S. Stamps Cancelled, \$ and 50 cents

S. C. Stamps Cancelled, \$ 1 and 00 cents

STATE OF North Carolina, County of Caswell

PERSONALLY appeared before me Betty Brown and made oath that she saw the within named Tryon Development Company, by P. L. Wright its president and L. B. Wright its secretary...

Sworn to before me, this 19th day of May, 1925

Notary Public Paul Ramsey, My commission expires May 18, 1927

STATE OF North Carolina, County of Caswell

FOR VALUE RECEIVED W. A. Fisher Lee R. Fisher hereby releases the within described real estate from the lien of a certain mortgage given by the Tryon Development Company to us

dated the 19 day of May, 1925, and recorded in the office of the Register of Mesne Conveyance for Greenville County in Mortgage Book 26, at Page 251

Witness my hand and seal, this 19th day of May, 1925

Signed, Sealed and Delivered in the Presence of: W. A. Fisher, Lee R. Fisher, Attorney

STATE OF North Carolina, County of Caswell

PERSONALLY appeared W. M. Chester and made oath that he saw the above named W. A. Fisher, Lee R. Fisher by W. A. Fisher, Attorney and deed deliver the foregoing release, and that he, with Betty Brown witnessed the execution thereof.

Sworn to before me, this 19th day of May, 1925

Notary Public Paul Ramsey, My commission expires May 18, 1927

Recorded August 2nd, 1925, at 2:42 o'clock, P. M.

TOGETHER with the right of enjoyment of privileges and facilities afforded by Lake Lanier, an artificial water, as projected on said plat, for lawful aquatic sports, boating, bathing, swimming and fishing; and together with the further right to erect for the use of the owner of the above described lot a boat house and wharf or landing at some appropriate location on the margin of said Lake...

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 E. W. Ward, his heirs and assigns.

And the said Tryon Development Company, does hereby bind itself and its successors to warrant and forever defend all and singular the said premises unto the said E. W. Ward, his heirs and assigns.

This conveyance is made subject to the following conditions, restrictions and covenants running with the land, for a violation of the first of which the title shall immediately revert to the grantor, its successors or assigns, except as against lien creditors, to-wit:

FIRST: That the property hereby conveyed, or any part thereof, is not to be sold, rented, leased or otherwise disposed of to any person of African descent. SECOND: That the property hereby conveyed is to be used for residential purposes only for a period of twenty-one years after April 1, 1925...

FOURTH: That no dwelling house shall be built on the above described lot to cost less than Three Thousand Dollars; that no residence, garage, or other building whatsoever shall be erected on said lot until, and unless, the plans and specifications thereof have been submitted to and approved...

FIFTH: That not more than one residence shall be erected on each lot or parcel as shown by said plat. PROVIDED, HOWEVER, that in addition to one residence built thereon, of slightly appearance and appropriate location, within the building line and not nearer than five feet to any side or back line of any adjoining lot not owned by the owner of the land hereinabove described.

SIXTH: That the parties hereto, their successors, heirs and assigns, will not, during the term of twenty-one years from April 1, 1925, subdivide, sell or convey any part or parcel of said lots, less than the whole of each thereof, as shown on said plat (the grantor hereby expressly reserving the right, however, to sell and convey said plat, and the further right to determine the size and shape of lots sold for other than residential purposes.)

SEVENTH: That the grantor herein reserves the right to lay, erect and maintain, or authorize the laying, erecting and maintaining of sewer, gas, and water pipes, electric conduits or pipes, telegraph, telephone and electric light poles, and any other such public utilities, on or in any of the roadways, streets or alleys bordering said property, with connecting links for the same along the back and side lines of the lot above described, and to grade surface, and repair the said roadways, streets and alleys, without compensation to any lot owner for any damage sustained thereby.

EIGHTH: That no surface closet or other unsanitary device for the disposal of sewerage shall ever be installed or maintained on the lot herewith conveyed, will install on said lot a septic tank or other sanitary device for disposal of sewerage, and said owner shall have the right to connect to and use the same. PROVIDED, HOWEVER, that in such event, grantor is to have the right, without reimbursement to the owner of said lot, to connect to said septic tank or other sanitary device one or more owners of other lots, or grantor is to have the right to connect, according to the capacity of said septic tank or other sanitary device.

In witness whereof the said Tryon Development Company has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed, this 19th day of May, 1925, in the year of our Lord one thousand nine hundred and twenty-five...

Signed, Sealed and Delivered in the Presence of: Betty Brown, Secretary

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