

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 great pond lake...

WHEREAS, the parties desire 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 hereinafter referred to...

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...

for and in consideration of the sum of \$10,000.00 (Ten thousand and 00/100 Dollars) cash, the receipt of which is hereby acknowledged...

All that lot, piece or parcel of land in the County of Greenville, State of South Carolina, known and designated as Lot Number 131

of the property of the Tryon Development Company, known as LAKE LANIER, made by George Kershaw, C. E. and duly recorded in the office of the Register of Meane Conveyance for Greenville County, in Plat Book Number 2 Page 25-26

to have and to hold unto the said Mr. C. M. Harman, his heirs and assigns, unto the said Mr. C. M. Harman, his heirs and assigns, unto the said Mr. C. M. Harman, his heirs and assigns, unto the said Mr. C. M. Harman, his heirs and assigns...

in full payment of the purchase price of the above described lot, together with the interest thereon, and for the purpose of releasing the said lot from the lien of the mortgage...

Witness my hand and seal, this 2nd day of August, 1929, at Greenville, South Carolina.

Notary Public, South Carolina

My commission expires

STATE OF South Carolina
County of Greenville

PERSONALLY appeared before me H. L. Wallace and made oath that he saw the within named Tryon Development Company, by J. E. Harney, its President, and H. M. J. Hester, its Secretary, sign, affix the corporate seal and as its corporate act and deed, deliver the foregoing deed; and that he, with H. S. J. Main, witnessed the execution thereof.

Sworn to before me, this 2nd day of August, 1929, at Greenville, South Carolina.

Notary Public, South Carolina H. L. Wallace

My commission expires

STATE OF
County of

PERSONALLY appeared and made oath that he saw the above named sign, seal, and as his act and deed, deliver the foregoing release, and that he, with witnessed the execution thereof.

Sworn to before me, this day of 1929, at (L. S.)

Notary Public
Recorded July 14, 1929, at 12:30 o'clock, P. M.

Subject to regulations which may be made regarding same by this Company as a majority of the lot owners

TOGETHER with the right of enjoyment of privileges and facilities afforded by Lake Lanier, an artificial water, as aforesaid, for lawful sports or landing at some appropriate location on the margin of said Lake, the said location and the size, plans and specifications of said boat house and wharf to be subject to approval of grantor; but nothing herein contained shall privilege a nuisance or increase the pollution of the said Lake, its inlet, outlet, or branches, nor authorize any unwholesome, offensive or hazardous conduct, or the use of the said Lake by any person inexperienced in swimming; it being expressly stipulated that the grantor herein, its shareholders or successors, shall not be liable to any lot owner or any other person for any damage or injury sustained in the exercise of the said privileges and facilities, or by reason thereof.

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 Mr. C. M. Harman, 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 Mr. C. M. Harman, his heirs and assigns, against itself and its successors and all persons lawfully claiming, or to claim the same, or any part thereof.

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, but this shall not be taken to prevent the grantor herein from designating certain lots of this development or any future addition thereto for business purposes or for other purposes desirable in the opinion of grantor, in promoting said development, the right to do so being hereby expressly reserved by grantor.

THIRD: That no use shall be made of any lot which, in the opinion of the grantor herein, will constitute a nuisance, or prove in any way noxious or offensive to the neighboring inhabitants, or injure the value of neighboring lots.

FOURTH: That no dwelling house shall be built on the above described lot to cost less than One thousand and no/100 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 by the grantor herein, or its successors; that the buildings on said land shall be erected on or within the building line, or the house location, as the case may be, as shown and indicated on the plat hereinafore referred to, and in strict accord with the plans and specifications so required to be submitted and approved, and shall face or front on the street or road on which the lot herewith conveyed is shown to front by the plat aforesaid.

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, there may be erected a garage and servant's quarters, (the plans for which are to be first approved as hereinabove provided) in keeping with the premises, and 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 any lot within said block, in connection and merged with any other such public utilities, on or in any of the roadways, streets or alleys borders streets and alleys, without compensation to any lot owner for any damage sustained thereby.

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 borders 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 sewage 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 grant them the right to so 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 thereto affixed, this 2nd day of August, 1929, in the year of our Lord one thousand nine hundred and twenty-nine and in the one hundred and fifty-third year of the Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of: H. L. Wallace, J. E. Harney, H. M. J. Hester, H. S. J. Main

By J. E. Harney, President and H. M. J. Hester, Secretary, Tryon Development Company, INCORPORATION SEAL

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

STATE OF South Carolina County of Greenville

PERSONALLY appeared before me H. L. Wallace and made oath that he saw the within named Tryon Development Company, by J. E. Harney, its President, and H. M. J. Hester, its Secretary, sign, affix the corporate seal and as its corporate act and deed, deliver the foregoing deed; and that he, with H. S. J. Main, witnessed the execution thereof.

Sworn to before me, this 2nd day of August, 1929, at Greenville, South Carolina.

Notary Public, South Carolina H. L. Wallace

My commission expires

STATE OF
County of

PERSONALLY appeared and made oath that he saw the above named sign, seal, and as his act and deed, deliver the foregoing release, and that he, with witnessed the execution thereof.

Sworn to before me, this day of 1929, at (L. S.)

Notary Public
Recorded July 14, 1929, at 12:30 o'clock, P. M.

END OF