

## TITLE TO REAL ESTATE

State of South Carolina,  
County of Greenville.

Whereas, the Etowah Realty Corporation by its deed on August 19, 1926, recorded in the R. M. C. Office for Greenville County in Deeds Vol. 132, at page 4, conveyed to F. J. Simmons all that certain lot of land situate on the East side of Paris Mountain Road, being known and designated as Lot No. 1 of Paris Piney Park as shown on plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book H, at page 19; and

Whereas, said property was subsequently conveyed by Marsmen, Inc., on July 27, 1936, to Frank A. Richerson, by deed recorded in the R. M. C. Office for Greenville County in Deeds Vol. 132 at page 239; and

Whereas, the following conditions were imposed on said property, to-wit:-

1. No lot in this subdivision shall be sold, leased or rented in any manner, directly or indirectly, by any title, either legal or equitable, to any person not of the Caucasian race, nor to any corporation of which any stockholders shall be other than of the Caucasian race.
2. The owners of all lots in this subdivision shall provide for the disposal of all sewage from his lot or lots by means of septic tanks of an improved type, (where City sewerage is no accessible), and no outside toilets shall be built.
3. An easement is and shall be reserved to use a strip of land for the purpose of installing and maintaining telephone and electric lines, water and gas pipes.
4. No nuisance shall be maintained or permitted on any lot in this subdivision.

and

Whereas, it was stipulated that the above restrictions were covenants with the land, and that in the event of a violation of any of them, the said property conveyed shall revert to the immediate grantor.

Whereas, it was not intended by said conditions to create a conditional limitation, the violation of which would operate as a forfeiture or reversion of the title to the property, but it was the intention to create building restrictions for the benefit of all persons who purchased said lots, which restrictions could be enforced by the owner of any lot located on said plat above referred to, and

Whereas, the present owner of said property, Frank A. Richerson, is borrowing from the Bank of Greenwood, Greenwood, S. C., through the Federal Housing Administration, the sum of Two Thousand Six Hundred and 00/100 (\$2,600.00) Dollars, the loan to be secured by mortgage on said real estate above referred to, and

Whereas, the said Bank of Greenwood, Greenwood, S. C. will not accept the property as security for said loan unless the conditions hereinabove referred to are released;

Now, therefore, in consideration of the premises and the further sum of One (\$1.00) Dollar paid to Etowah Realty Corporation and Marsmen, Inc. by Frank A. Richerson, the receipt whereof is hereby acknowledged, the said Etowah Realty Corporation and Marsmen, Inc., do hereby agree with the said Frank A. Richerson and Bank of Greenwood, Greenwood, S. C., and Federal Housing Administration as follows:

That they did not intend by the deed above mentioned to create a conditional imitation upon the title to said premises, nor was it intended that the violation of the condition would work a forfeiture of the property, and said conditions are hereby expressly declared to be by way of building restrictions and are for the benefit of all persons who now own and who may hereafter purchase any lot located on the said plat above mentioned, and said restrictions may be enforced by the owner of any lot.

(2) The said conditions together with any right to declare a forfeiture, or right to reenter upon breach, referred to in said deed, are hereby released and waived, so that in case of a breach of the conditions or either of them, that the title to said property shall not revert to the immediate grantor.

In witness whereof, the undersigned Etowah Realty Corporation and Marsmen, Inc. have caused these presents to be signed by their duly authorized officers, and their seals hereunto affixed this the 7th day of May, 1937.

In the presence of:-

E. B. Curry  
Martha Jordan

As to Etowah Realty Corporation

E. B. Curry  
Martha Jordan

As to Marsmen, Inc.

ETOWAH REALTY CORPORATION (LS)  
BY: W. D. Workman, Pres.  
and: Vivian W. Workman, Secy.

MARSMEN, INC. (LS)  
BY: W. D. Workman, Pres.  
And: Vivian W. Workman,  
Asst. Secy.