

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

WHEREAS, The American Agricultural Chemical Company, a corporation existing under the laws of the State of Connecticut, and Guy Vaughan, Agent, did on April 10, 1923, by deed recorded in the R.M.C. Office for Greenville County, S. C., in Deeds Volume 85, at page 539, convey to Emma Day Brooks all that certain lot of land situate on the north side of Hillcrest Drive near the City of Greenville, S. C., known and designated as Lot No. 3 of Block "F" on plat of Highland Terrace, which plat is of record in the R. M. C. Office for Greenville County, S. C., in Plat Book "E" pages 102 and 103; and

WHEREAS, said deed contained the following restrictive covenants and reverter, to-wit:

- (1) That the property is not to be sold, rented or otherwise disposed of to any person or persons of African descent.
- (2) That no liquor or ardent spirits are to be sold on said property.
- (3) That no house shall be built on the said lot herein conveyed to cost less than Two Thousand Dollars (\$2,000.00).
- (4) That no building shall be erected on said lot nearer than twenty-one (21) feet of the property line and same shall face Hillcrest Drive.
- (5) That no use shall be made of said lot, or any part thereof which would constitute a nuisance or impair the value of any of the neighboring lots.
- (6) That for breach of any of the conditions hereinabove mentioned, the said lot of land herein conveyed shall revert to the grantors, their heirs and assigns; and

WHEREAS, Florence G. Marsh is now the owner of a portion of said lot hereinabove referred to and is negotiating a loan thereon from The Prudential Insurance Company of America, said loan to be secured by mortgage covering real estate hereinabove described; and

WHEREAS, the Company will not accept the property as security unless the conditions hereinabove referred to are released;

NOW, THEREFORE, in consideration of the premises and the further sum of One dollar (\$1.00) paid to us, The American Agricultural Chemical Company, a corporation of the State of Delaware, successor of said Connecticut corporation of the same name, and Guy Vaughan, Agent, the receipt of which is hereby acknowledged, we, the undersigned, hereby release any and all right which we may have to enforce the restrictive covenants and conditions set forth in the deed above mentioned, and further release and relinquish all our right, title, interest and claim in and to the reverter contained in said deed, so that in case of a breach of the conditions or any of them that the title to said property shall not revert to us.

IN WITNESS WHEREOF, the said Guy Vaughan, Agent, has hereunto set his hand and seal and the said The American Agricultural Chemical Company has caused these presents to be signed by its duly authorized officers this 25th day of June, 1937.

In the presence of:

Jack Rogers,
M. W. Bevis

Guy Vaughan (LS)
Agent.

As to Agent,

Bruter I. Harris,
Kathryn C. Staff,

THE AMERICAN AGRICULTURAL CHEMICAL COMPANY,
BY: Anthony B. Arnold, Vice President.
and: F. B. Bourne, Assistant Secretary.



As to Company.

State of New York,
County of New York.

Personally appeared before me Bruter I. Harris and made oath that he saw Anthony B. Arnold, as Vice President and F. B. Bourne as Assistant Secretary of The American Agricultural Chemical Company, a corporation organized and existing under the laws of the State of Delaware, sign, seal with its corporate seal, and as the act and deed of said corporation deliver the foregoing agreement and release and that he, with Kathryn C. Staff, witnessed the execution thereof.

Sworn to before me this 25th day of June, 1937

Bruter I. Harris,

Rodney T. Kingsburg (L.S.)

Notary Public for _____ My commission expires: Notary Public, Kings Co. No. 92, Reg. No. 8092
Cert. filed in N. Y. Co. Clk's No. 180, Reg. No. 8-K-102, Commission expires March 30, 1938.
State of South Carolina, County of Spartanburg;

Personally appeared before me Jack Rogers, and made oath that he saw the within named Guy Vaughan, Agent, sign, seal and as his act and deed deliver the foregoing written agreement and release and that he with M. W. Bevis witnessed the execution thereof.

Sworn to before me this 30th day of June, 1937

Jack Rogers.

L. Keith Leonard (L.S.)

Notary Public for S. C. My commission expires at the pleasure of Governor of S. C.

Recorded this the 9th day of July, 1937 at 9:45 A. M. #8888