

TITLE TO REALESTATE

37320 PROCEEDINGS—GREENVILLE CO.—GREENVILLE

State of South Carolina,
County of Greenville.

Know all men by these presents, Traxler Real Estate Co. has agreed to sell to C. E. Laye and Eva C. Laye, Address _____

a certain lot or tract of land in the County of Greenville, State of South Carolina, Lot forty (40) Lanneau Drive Highlands designated on map by Dalton and Neves, dated August, 1937, and recorded in office of R. M. C., Greenville County, in Plat Book D, page 288-289 fronting 50 feet on the west side of Ottoway Drive, with a depth on the south side of 150 feet, on the north side of 147.8 feet.

and execute and deliver a good and sufficient warranty deed therefor on condition that they shall pay the sum of four hundred ninety no/100 Dollars, in the following manner twenty-five dollars cash, receipt whereof is hereby acknowledged, the balance of \$465.00 payable in installments of fifteen dollars per month, due and payable on the 22nd day of each calendar month, beginning August 22nd, 1939.

until the full purchase price is paid, with interest on same from date at Six per cent. per annum until paid, to be computed and paid annually, and if unpaid to bear interest until paid at the same rate as principal, and in case said sum or any part thereof be collected by an attorney, or through legal proceedings of any kind, then in addition, the sum of ten per cent of the whole amount due, for attorney's fees, as is shown by their note of even date herewith. The purchasers agrees to pay all taxes and assessments while this contract is in force.

This conveyance is made subject to the following restrictions, which are imposed for the benefit of the grantor and may be modified by it when such modification is deemed by it to be to the best interest of all concerned.

1. This property is for residential purposes only.
2. No residence shall be erected on said property to cost less than \$3,000.00.
3. Said property shall never be sold, rented or otherwise disposed of to any person or persons having any percentage of Negro blood.
4. No building of any kind shall be erected nearer to the street than 35 feet or nearer than 5 feet of any property line.
5. Nothing that constitutes a nuisance or injury to others' property shall be permitted.
6. Grantor reserves the right to place along the street and alleys on which said lot abuts, sewer pipes, electric wires, car tracks and any lines or pipes for public utilities without compensating the grantee or their heirs or assigns.
7. No whiskey or intoxicating beverages shall be sold on the property.
8. On all business property no building is to be erected except of either stone, brick or fireproof construction.
9. Grantee is to pay taxes for the year 1939.
10. No surface toilets to be used on property.

It is agreed that time is of the essence of this contract, and if the said payments are not made when due, Traxler Real Estate Company shall be discharged in law and equity from all liability to make said deed, and may treat said C. E. Laye and Eva C. Laye as tenants holding over after termination, or contrary to the terms of their lease, and shall be entitled to claim and recover, or retain if already paid in the sum of two hundred Dollars per year for rent, or by way of liquidated damages, or may enforce payment of said note.

In witness whereof, said Corporation has caused its name to be hereunto subscribed and its corporate seal affixed this 22nd day of July, 1939.

In the presence of:

Omega Langston
J. LaRue Hinson

Traxler Real Estate Co.,
BY: D. B. Traxler, (SEAL)
President.

State of South Carolina,
Greenville County.

Personally appeared Omega Langston who says on oath that she saw Traxler Real Estate Company, by David B. Traxler, President sign, seal and deliver the foregoing instrument for the purposes therein mentioned, and that she with J. LaRue Hinson witnessed the same. Sworn to before me this 26th day of January, A. D. 1940.

J. LaRue Hinson (SEAL)

Omega Langston.

Notary Public, S. C.,

S. C. Stamps \$0.20

Recorded January 26th, 1940 at 10 A. M. #1116 BY: E.G.