

TITLE TO REAL ESTATE

46782 PROVENCE-J. LEARD CO.-GREENVILLE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

WHEREAS, Etowah Realty Corporation, by its deed dated August 12, 1926, recorded in the R. M. C. Office for Greenville County, in Deeds Volume 116, at page 193, conveyed to E. Linkenauer all that certain lot of land situate on the north side of Orlando Avenue, being known and designated as Lot No. 54 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 E. Linkenauer, on January 5, 1927, to John A. Russell, by deed recorded in the R. M. C. Office for Greenville County, in Deeds Volume 104, at page 380; and

WHEREAS, John A. Russell subsequently conveyed said lot to Greenville Trading Company by deed dated October 18, 1928, and recorded in the R. M. C. Office for Greenville County, in Deeds Volume 146, at page 345; and

WHEREAS, Greenville Trading Company subsequently conveyed the said lot to C. M. Gaffney, as Trustee, by deed dated May 30, 1941, said deed being recorded in the R. M. C. Office for Greenville County, in Deeds Volume 236, at page 230; and

WHEREAS, C. M. Gaffney, as Trustee, intends to convey the said lot to William C. Burch and Louise T. Burch, and and the said William C. Burch and Louise T. Burch intend to apply for a loan thereon in order that a dwelling may be erected; and

WHEREAS, title insurance will be required by the lending corporation, and, whereas, the following conditions were imposed on said property by deed of Etowah Realty Corporation to E. Linkenauer, and subsequent conveyances have been made subject to the conditions, which are as follows:

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 not 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 and 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; and

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;

NOW, THEREFORE, in consideration of the premises and the further sum of One (\$1.00) Dollar paid to Etowah Realty Corporation, E. Linkenauer, John A. Russell, Greenville Trading Company, and C. N. Gaffney, as Trustee, the said Etowah Realty Corporation, E. Linkenauer, John A. Russell, Greenville Trading Company, and C. M. Gaffney, as Trustee, do hereby agree as follows:

(1) That they did not intend by the deed above mentioned to create a conditional limitation upon the title to said premises, nor was it intended that the violation of the conditions 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, the title to said property shall not revert to the immediate grantor.

IN WITNESS WHEREOF, the undersigned, Etowah Realty Corporation and Greenville Trading Company have caused these presents to be signed by their duly authorized officers, respectively, and their respective corporate seals to be hereunto affixed, and E. Linkenauer, John A. Russell, and C. M. Gaffney, as Trustee, have hereunto set their hands and seals, this the 2nd day of April, 1942.

In the Presence of:

Ida Cunningham

C. M. Harling

As to Etowah Realty Corporation.

ETOWAH REALTY CORPORATION (L. S.)

BY: W. D. WORKMAN, PRESIDENT

AND: VIVIAN W. WORKMAN, SECRETARY.