

TITLE TO REAL ESTATE

46782 PROVENCHER-JARARD CO. - GREENVILLE

STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE)

KNOW ALL MEN BY THESE PRESENTS, MARY G. TRAXLER has agreed to sell to Mrs. Georgia R. McMahan, 16 Douglas Drive, Address Greenville, S. C. a certain lot or tract of land in the County of Greenville, State of South Carolina, shown on map by Dalton & Neves, dated October 1926 Recorded in Office of R. M. C. Greenville County Plat Book "G" Page 190-191 and Designated as Lots 45, 46 & 47 Number x In Sub-division known as Country Club Estates and execute and deliver a good and sufficient warrantry deed therefor on condition that Mrs. Georgia R. McMahan shall pay the sum of One Thousand and no/100 Dollars, in the following manner Fifty Cash Down Payment, receipt of which is hereby acknowledged, and Ten Dollars on the 19th of each succeeding month after date 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 her note of even date herewith. The purchaser 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 25 years from date 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 \$2,500.00
3. Said property not 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 _____ 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, and reserve 5 feet Easement across rear of said lot for sewer pipes, electric wires, car tracks and any lines or pipes for public utilities without compensating the grantee or her heirs or assigns.
7. No whiskey or intoxicating beverages shall be sold on the property.
8. Grantee is to pay taxes for the year 1945.
9. No surface toilets to be used on property.
10. Also restrictions recorded in Vol. _____ Page _____ R. M. C. Office.

It is agreed that time is of the essence of this contract, and if the said payments are not made when due Mary G. Traxler, shall be discharged in law and equity from all liability to make said deed, and may treat said Mrs. Georgia R. McMahan as tenant holding over after termination, or contrary to the terms of this lease, and shall be entitled to claim and recover, or retain if already paid in the sum of Fifty Dollars, and Ten Dollars Dollars per month for rent, or by way of liquidated damages, or may enforce payment of said note.

In witness whereof, this 19th day of June, 1945

In the presence of:

L. P. Langston
 Frances Crawford

Mary G. Traxler (SEAL)
 Mrs. Georgia R. McMahan

STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE)

PERSONALLY appeared before me Frances Crawford and made oath that he saw the within named Mary G. Traxler and Georgia R. McMahan sign, seal and, as their act and deed deliver the within written Contract for, the uses and purposes herein mentioned, and that she with L. P. Langston witnessed the execution thereof.

SWORN to before me this the
 x day of June, 1945.

Lawton Pitts Langston (L.S.)
 Notary Public for S. C.



Frances Crawford

Recorded June 30th, 1945, at 10:55 A.M. #7585 BY:N.S.