

TITLE TO REAL ESTATE

Correction in Plat # 170 made from the original deed. This deed is a copy of the original deed. Don R. Cheney is the grantor.

STATE OF SOUTH CAROLINA,
County of Greenville.

KNOW ALL MEN BY THESE PRESENTS, That RICHARDS REALTY COMPANY

a corporation chartered under the laws of the State of South Carolina and having its principal place of business at Lake Lanier in the State of South Carolina for and in consideration of the sum of Three Hundred and no/100 (\$300.00) DOLLARS,

to it in hand duly paid at and before the sealing and delivery of these presents by the grantee(s) hereinafter named (the receipt whereof is hereby acknowledged) has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Don R. Cheney, His Heirs and

Assigns Forever:

All that certain piece, parcel or lot of land situate, lying and being on the Northeast side of Lake Shore Drive, in Glassy Mountain Township, Greenville County, South Carolina, being known as Lot 170 on Plat of Lake Lanier property made by George Kershaw, Surveyor, May 23, 1925, recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book G, at page 36, said lot fronting 50 feet more or less on Lake Shore Drive and extending back to Clarke Road and having such metes and bounds as are shown on said plat.

Together with the right of enjoyment of privileges and facilities afforded by Lake Lanier, an artificial water, as projected on said plat, for lawful aquatic sports, boating, bathing, swimming and fishing, and together with the further right to erect for the use of the owner of the above described lot a boat house and wharf or landing at some appropriate location on the margin of said Lake, the said location and the size, plans and specifications of said boat house and wharf or landing to be subject to approval of grantor; but nothing herein contained shall privilege a nuisance or license the pollution of the said Lake, its inlets, outlets, or beaches, nor authorize any unlawful, offensive or boisterous conduct, or the use of the said Lake by any person inexperienced in swimming; it being expressly stipulated that the grantor herein, its shareholders or successors, shall not be liable to any lot owner or any other person for any damage or injury sustained in the exercise of the said privileges and facilities, or by reason hereof.

This conveyance is made subject to the following conditions, restrictions and covenants running with the land, for a violation of the first of which the title shall immediately revert to the grantor, its successors or assigns, except as against lien creditors, to-wit:

1. That the property hereby conveyed, or any part thereof, is not to be sold, rented, leased or otherwise disposed of to any person of African descent.
2. That the property hereby conveyed is to be used for residential purposes only for a period of twenty-one years from date hereof; but this shall not be taken to prevent the grantor herein from designating certain lots of this development or any future addition thereto for business purposes or for other purposes desirable in the opinion of grantor, in promoting said development, the right to do so being hereby expressly reserved by grantor.
3. That no use shall be made of any lot which, in the opinion of the grantor herein, will constitute a nuisance, or prove in any way noxious or offensive to the neighboring inhabitants, or injure the value of neighboring lots.
4. That the parties hereto, their successors, heirs and assigns, will not, during the term of twenty-one years from date hereof, subdivide, sell or convey any part or parcel of said lots, less than the whole of each thereof, as shown on said plat (the grantor hereby expressly reserving the right, however, to sell and convey any part of parcel of any lot within said block, in connection and merged with any adjoining lot, so as to create one or more lots of larger area than as shown on said plat, and the further right to determine the size and shape of lots sold for other than residential purposes.)
5. That the grantor herein reserves the right to lay, erect and maintain, or authorize the laying, erecting and maintaining of sewer, gas, and water pipes, electric conduits or pipes, telegraph, telephone and electric light poles, and any other such public utilities, on or in any of the roadways, streets or alleys bordering said property, with connecting links for the same along the back and side lines of the lot above described, and to grade surface, and repair the said roadways, streets and alleys, without compensation to any lot owner for any damage sustained thereby.
6. That no surface closet or other unsanitary devise for the disposal of sewerage shall ever be installed or maintained on the lot herewith conveyed.