

STATE OF SOUTH CAROLINA.)

TITLE TO REAL ESTATE

COUNTY OF GREENVILLE

WHEREAS the Tryon Development Company has subdivided a certain tract of land in the State and County aforesaid into parcels or lots, surrounding a project known as Lake Lanier; and

WHEREAS, the parties desire for the benefit of their own property, and for the benefit of future purchasers and owners of the land shown within the lines of the said subdivision, that it shall not thereafter be developed, and for a time hereafter used exclusively for residential purposes with certain exceptions and subject to certain restrictions, covenants and warranties hereinafter set forth:

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS, That the Tryon Development Company, a corporation, duly organized and chartered under the laws of the State of South Carolina, in consideration of the above recitals and of the covenants herein and of the sum of

One Thousand and other considerations Dollars,

to the intent and meaning of which see the said Deed, witness, that the said Tryon Development Company has and covenants and agrees to grant, bargain, sell and release, subject nevertheless, to the exceptions, reservations, conditions and restrictions aforesaid set out, unto the said Conveyee

the said lot, being a parcel of land in the County of Greenville, State of South Carolina, known and designated as Lot Number 1513.

Lot Number 11 of the property of the Tryon Development Company, known and designated as Lake Lanier, State of South Carolina, C. E. and duly recorded in the office of the Register of Deeds Conveyance for Greenville County, in

Plat Book Number 1, Page 1, said lot having a frontage of 50 feet, a rear width of 51.4 feet, and a depth of 166 feet.

It is further agreed that the lot above described is bounded on the north by the water of Lake Lanier, and on the south by a public road, and that electric light, and a form of sewage will be made available.

I, the undersigned, do hereby warrant that the lot above described is bounded on the north by the water of Lake Lanier, and on the south by a public road, and that electric light, and a form of sewage will be made available.

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TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining, TO HAVE AND TO HOLD, All and singular, the premises before mentioned unto the said Anissa Krieger her

And the said Tryon Development Company, does hereby bind itself and its successors to warrant and forever defend all and singular the said premises unto the said Anissa Krieger her heirs and assigns.

This conveyance is made subject to the following conditions, to-wit:

FIRST: 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.

SECOND: That the property hereby conveyed is to be used for residential purposes only for a period of twenty-one years after April 1, 1925, 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 to the grantor of property, provided, however, that the grantor shall have the right to do so hereby expressly reserved by grantor.

THIRD: 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.

FOURTH: That no dwelling house shall be built on the above described lot to cost less than Three Thousand and Dollars) that no

residence, garage, or other building whatsoever shall be erected on said lot until, and unless, the plans and specifications thereof have been submitted to and approved in writing by the grantor herein, or its successors; that the buildings on said land shall be erected on or within the building line, or the house location, as the case may be, as shown and indicated on the plat hereinabove referred to, and in strict accord with the plans and specifications so required to be submitted and approved, and shall face or front on the street or road on which the lot herewith conveyed is shown to front by the plat aforesaid.

FIFTH: That not more than one residence shall be erected on each lot or parcel as shown by said plat, PROVIDED, HOWEVER, that in addition to one residence, there may be erected a garage and servants quarters, (the plans for which are to be first approved as hereinabove provided) in keeping with the premises, and residence, and suitable for the purpose, and in an appropriate location, within the building line and not nearer than five feet to any side or back line of any adjoining lot not owned by the owner of the land hereinabove described.

SIXTH: That the parties hereto, their successors, heirs and assigns, will not, during the term of twenty-one years from April 1, 1925, 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 or 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.)

SEVENTH: 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 conductors, pipes, telephone, telegraph, electric light poles, and any other such public utilities, on or in any of the roadways, streets or alleys bordering and abutting on, and connecting with, the same along the building line of the 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.

EIGHTH: That no surface closet or other unsanitary device for the disposal of sewage shall ever be installed or maintained on the lot herewith conveyed, grantor herein agreeing that upon the written request of the owner of said lot made at any time within three years after the date of execution of this deed, grantor will install on said lot a septic tank, or other sanitary device for disposal of sewage, and said owner shall have the right to connect to and use the same; PROVIDED, HOWEVER, that in such event, grantor is to have the right, without reimbursement to the owner of said lot, to connect to said septic tank or other sanitary device one or more owners of other lots, or grant them the right to so connect, according to the capacity of said septic tank or other sanitary device.

In witness whereof the said Tryon Development Company has caused these presents to be signed by its duly authorized officers, and its corporate seal to be thereto affixed, this 14th day of August, in the year of our Lord one thousand nine hundred and

Twenty-five and in the one hundred and 150th year of the Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of:

Wright Holland }
M.B. Geopforth }

BY P. L. Wright Pres.
L. B. Wright Secy. (S)

U. S. Stamps Cancelled, \$... and ... cents
B. C. Stamps Cancelled, \$... and ... cents

STATE OF North Carolina
County of Polk

PERSONALLY appeared before me Wright Holland and made oath that he saw the within named Tryon Development Company, by P. L. Wright

President
Secretary
its
with M.B. Geopforth

sign, affix the corporate seal and as its corporate act and deed, deliver the foregoing deed; and that he, L. B. Wright witnessed the execution thereof.

Sworn to before me, this 14th day of August, 1925

Brattan, Geopforth (L. S.)

Notary Public

My commission expires April 2d, 1927

STATE OF North Carolina
County of Polk

FOR VALUE RECEIVED W. A. Fisher & Lee R. Fisher (us)

hereby releases the within described real estate from the lien of a certain mortgage given by the Tryon Development Company to us

dated the 25th day of April, 1925, and recorded in the office of the Register of Deeds

Conveyance for Greenville County in Mortgage Book 86 at Page 251

Witness my hand and seal, this 14th day of August, 1925

Signed, Sealed and Delivered in the Presence of:

W. D. Holland }
Betty Brown

J. A. Fisher (seal)
Lee R. Fisher (seal)
By W. A. Fisher Atty. (S)

STATE OF North Carolina
County of Polk

PERSONALLY appeared W. D. Holland and made oath that he

saw the above named W. A. Fisher & Lee R. Fisher by Atty. sign, seal, and as his act

and deed deliver the foregoing release, and that he, with Betty Brown

swore to before me, this 14th day of August, 1925

J. B. Hester (L. S.)

Notary Public

My commission expires May 18, 1927

Recorded August 24th, 1925 at 3:00 o'clock P. M.

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 on some appropriate location on the margin of said lake, the said location and the size, plans and specifications of said boat house and wharf and landing to be subject to approval of grantor; but nothing herein contained shall privilege, induce or license the person or persons using Lake Lanier, to land on or beach, nor authorize any unlawful, offensive or boisterous conduct, in or about the said lake by any person, impeding or obstructing in swimming; it being expressly stipulated that the grantor herein, his 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.