

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 pond...

WHEREAS the parties desire the title to be conveyed to the benefit of future purchasers and owners of the land shown within the lines of the plat...

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...

For and in full payment of the sum of Five hundred and no/100 Dollars...

TO HAVE AND TO HOLD, All and singular, the premises before mentioned unto the said Marie P. Jones, her heirs and assigns...

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

FIFTH: That not more than one residence shall be erected on each lot or parcel as shown by said plat...

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

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...

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...

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...

Witness my hand and seal, this 28th day of September, 1925.

Signed, Sealed and Delivered in the Presence of: G. P. Hrouse, D. L. Smith

Notary Public: D. L. Smith, Commission expires July 7th, 1926.

STATE OF North Carolina, County of Henderson.

PERSONALLY appeared before me D. L. Smith and made oath that he saw the within named Tryon Development Company, by P. L. Wright, President and L. B. Wright, Secretary...

Sworn to before me this 28th day of September, 1925.

Notary Public: D. L. Smith, Commission expires July 7th, 1926.

STATE OF _____ County of _____

FOR VALUE RECEIVED hereby releases the within described real estate from the lien of a certain mortgage given by the Tryon Development Company to _____

dated the _____ day of _____, 192____, and recorded in the office of the Register of Mesne Conveyance for Greenville County in Mortgage Book _____ at Page _____

Witness my hand and seal, this _____ day of _____, 192____.

Signed, Sealed and Delivered in the Presence of: _____ (SEAL)

STATE OF _____ County of _____

PERSONALLY appeared _____ and made oath that he saw the above named _____ sign, seal, and as his act and deed deliver the foregoing release, and that he, with _____ witnessed the execution thereof.

Sworn to before me, this _____ day of _____, 192____.

Notary Public: _____ (I. S.)

Recorded October 1st 1925 at 1:15 o'clock P. M.

TOGETHER with the rights of enjoyment 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...

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 Marie P. Jones, her heirs and assigns.

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 Marie P. Jones, her heirs and assigns...

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:

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.

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 Dollars...

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...

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 any lot within said block...

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 conduits or pipes, telegraph, telephone and electric light poles...

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...

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...

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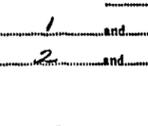
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Notary Public: _____ (I. S.)

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END OF