

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 hereinafter known as Lake Lanier; and

IT IS HEREBY AGREED by the parties hereto 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 boundaries, subject to, that the same shall be developed and for a time hereinafter used exclusively for residential purposes with certain exceptions and subject to certain restrictions, conditions and covenants hereinabove set forth:

KNOW ALL MEN BY THESE PRESENTS That the Tryon Development Company, a corporation, duly organized and chartered under

and by virtue of 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 one hundred Dollars.

it is agreed and stipulated, and by these presents does grant, bargain, sell and release, subject nevertheless, to the exceptions, restrictions, conditions

and covenants hereinabove set forth, unto the said *Mrs. J. C. Hale, Margaret Coble,*

J. C. Hale and wife Margaret Coble,

all that lot seven in part of land in the County of Greenville, State of South Carolina, known and designated as Lot Number *14-18-7-14-49,*

1507, 15-36 and 15-37

of Plat Number *12* of the property of the Tryon Development Company, known as *Lake Lanier*, made by George S. C. E., and duly recorded in the office of the Register of Deeds for Greenville County, in

Plat Book Number *15*, Page *1*, said lot having a frontage of

feet, a rear width of

feet, and a depth of

feet, or one acre and

feet on the other, as will more fully appear from the said plat, reference being hereby made to the record thereof for

more particular description of the lot herein contained

described as follows:

lot Number	frontage	width	depth	depth
14-18-7	117	67	131.4	131.2
14-18-7	49.1	67	131.2	138
15-36	132	131	51.2	40
15-36	110	—	140	107
15-37	49.	61/20	178	140

I, the undersigned, warrant that the road in front of the above described lots will be paved with a type of water-bound macadam Road, and that water, lights and a power of message will be made available

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, place and specifications of said boat house and wharf or landing to be subject to approval of grantor; but nothing herein contained shall provide a means or license that pollution of the said Lake, its inlets, outlets, or bays, 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 thereof.

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 *Mrs. J. C. Hale*

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 *Mrs. J. C. Hale, Margaret Coble, & J. Marie Fawell, their* heirs and assigns.

This conveyance is made subject to the following conditions, restrictions and covenants running with the lands 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:

SECOND: 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.

THIRD: To prevent the property herein from disturbing any lot 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.

FOURTH: 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.

FIFTH: That no dwelling house shall be built on the above described lot to cost less than

Three Thousand 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 outside of the building line, or the house location, as the case may

shall be set back from the street or road on which the lot herewith conveyed is shown to front by the plan aforesaid.

SIXTH: That no more than one residence shall be erected on each lot or parcel as shown by said plan, PROVIDED, HOWEVER, that in addition to one

residence built thereon, of slightly appropriate and appropriate location, within the building line and not nearer than five feet to any side or back line of any adjoining

lot; 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 reserving the right, however, to sell and con-

vey 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

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, telephone and electric light poles, and any other such public utilities, on or in any of the roadways, streets or alleys border-

said property, with connecting lines for the same from the back and side lines of the lot above described, and to grade surface, and repair the said roadways,

EIGHTH: That no surface closet or other unsanitary device for 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.

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 *15th* day of *September* in the year of our Lord one thousand nine hundred and

Twenty four and in the one hundred and *fifteenth* year of the Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of:

G. P. Grace, President } *P. D. Wright, Vice-President* } *B. T. Ellington, Secretary* }

Brother Goforth } *COR. SEAL* }

U. S. Stamps Cancelled, \$ *4* and *50* cents

S. C. Stamps Cancelled, \$ *9* and *00* cents

STATE OF *South Carolina*
County of *Greenville*

PERSONALLY appeared before me *G. P. Grace* and made oath that he

saw the within named Tryon Development Company, by *P. D. Wright*

Its *President* and *B. T. Ellington*

Its *Secretary* sign, affix the corporate seal and as its corporate act and deed, deliver the foregoing deed; and that he,

witnessed the execution thereof.

ON A Day before me, this *15th* day of *September* 1925.

G. P. Grace

Notary Public

My commission expires April 2, 1927

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

No Release required

dated the *15th* day of *September* 1925, and recorded in the office of the Register of Deeds

Conveyance for Greenville County in Mortgage Book *1*, at Page *1*.

Witness my hand and seal, this *15th* day of *September* 1925.

Signed, Sealed and Delivered in the Presence of:

STATE OF _____

County of _____

PERSONALLY appeared _____ and made oath

that he saw the above named _____

and deed deliver the foregoing release, and that he, with _____

witnessed the execution thereof.

Swear to before me, this *15th* day of *September* 1925.

(L. S.)

Notary Public

Recorded October 5th 1925 at 8:30 o'clock, A.M.

(SEAL)