

STATE OF SOUTH CAROLINA.

TYRON DEVELOPMENT COMPANY

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 Record Publishing Company and its successors.

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 Record Publishing Company and its successors.

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:

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: That no use shall be made of any lot, or part thereof, for residential purposes only for a period of Twenty-one years after April 1, 1925, but this shall not be desirable in the opinion of grantor, in promoting said development, certain lots of this development or any future addition thereto for business purposes or for other purposes to be taken to prevent the grantor herein from desiring to sell.

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 by 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 indicated on the street or road on which the land herewith conveyed is shown to front by the plat aforesaid.

SIXTH: 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 servant's quarters, (the plans and specifications to be submitted and approved at time provided) keeping with the premises, and residence built thereon, of slightly appearance and appropriate location, within the building line and not wider than five feet from side or back line of any adjoining lot not owned by the owner of the land hereinabove described.

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, 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 or alleys, and the owner for any damage sustained thereby.

EIGHTH: That no surface closet or other sanitary device or the disposal of sewerage 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, 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 sewerage, and said owner shall have the right to connect to 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 13th day of October, in the year of our Lord one thousand nine hundred and fifty-five, and in the one hundred and fiftieth year of the Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of:

H. L. Shelnutt P. B. Wright Pres.
Clarence Peters L. B. Wright Secy.

U. S. Stamps Cancelled, \$ 3 and 50 cents.
S. C. Stamps Cancelled, \$ 7 and 00 cents.

STATE OF North Carolina
County of Henderson

PERSONALLY appeared before me, H. L. Shelnutt, and made oath that he saw the within named Tryon Development Company, by P. B. Wright and L. B. Wright, its President and Secretary, sign, affix the corporate seal and as its corporate act and deed, deliver the foregoing deed; and that he, Clarence Peters, witnessed the execution thereof.

Sworn to before me, this 13th day of October, 1925.
Notary Public, Clarence Peters, Seal, Dec 13 1925. H. L. Shelnutt
My commission expires Dec 13 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 No release required.

dated the _____ day of _____, 192____, and recorded in the office of the Register of Deeds, 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:

STATE OF _____
County of _____

PERSONALLY appeared, and made oath that he saw the above named, witness the execution thereof.

and deed, deliver the foregoing release, and that he, with the above named, witness the execution thereof.

Sworn to before me, this _____ day of _____, 192____.
(I. S.)

Notary Public, Dec 8th, 1925, at 11:00 o'clock, A.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 sport, 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, in an appropriate location on the margin of said Lake, the said location to be determined by the said plans and specifications of sail boat house and wharf or landing to be subject to approval of owner; but nothing herein contained shall privilege a minister 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 thereof.

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