

deed, together with 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 B. M. Harkling and his heirs and assigns forever. Subject however, to the following restrictions and conditions, to-wit:

1. The lot of land hereby conveyed shall be used exclusively for residential purposes for white persons, only (except as to servants of occupants) and shall never be sold, rented or otherwise disposed of to any person wholly or partly of African descent, or used in any manner which may render neighboring property less desirable for residential purposes.
2. No residence (other than out buildings appurtenant to, cavings), costing less than five thousand dollars (\$5,000.00), shall be erected thereon prior to January 1, 1942.
3. The Grantor reserves to itself and its successors the right to authorize the placing, maintaining, repairing and replacing of gas, water and sewer pipes, telephone, telegraph, light and power lines, and any other instrument of public utility over or under any street, alley, park or lot at any time, without compensation to any lot owner; except that the premises shall be left in as good condition as before.
4. No surface cesspool or cesspool shall ever be used on said land; but only septic tanks or other sanitary sewers; and all occupants of said land shall be governed by such reasonable sanitary rules and regulations as may be adopted from time to time by a majority of the owners of lands in said "North Hills". The purchase price of said land has been reduced materially because of the foregoing conditions, which are not conditions subsequent, but are to be deemed covenants running with the land, and binding all owners and occupants thereof, they may be enforced by appropriate proceedings by any owner or occupants of any land in "North Hills", as well as by this Grantor, since they are for the benefit of all persons in the neighborhood. By accepting this deed, each grantee binds himself and his heirs and

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assigns to comply with all of said conditions. In witness whereof the said title Guarantie & Trust Company (as trustee) has caused its corporate name to be hereinbelow subscribed and its corporate seal to be hereinbelow affixed by B. A. Morgan its Vice President (who is duly authorized thereto) on this the 21st day of June in the year of our Lord one thousand nine hundred and twenty-seven and in the one hundred and fifty-first year of the independence of the United States of America.

title Guarantie and trust company as trustee
By B. A. Morgan Vice President
Signed, Sealed and delivered in the presence of:

B. A. O'Neal

H. H. Estes

J. V. Grosskeys

State of South Carolina

County of Greenville

Personally appeared before me J. V. Grosskeys and made oath that he saw the within named title Guarantie & Trust Company as trustee by B. A. Morgan its Vice President, sign, seal with its corporate seal, and as the act and deed of said corporation deliver the within written deed, and that he with H. H. Estes witnessed the execution thereof.

J. V. Grosskeys,
Sworn to before me this 28th day of June
A. D. 1927.

H. H. Estes (Sepl)

Notary Public for South Carolina.

State of South Carolina

County of Greenville

Know all men by these presents that lot number (9) nine of "North Hills" (conveyed by the within deed from title Guarantie and trust company, as trustee, to B. M. Harkling, hereby for value received, released from the sum of the \$35,000.00 mortgage given to Gallivan Building Company by B. B. Keel and others, bearing date January 15, 1926, and recorded in the office of the Register of Deeds County Clerk for said County and State in Mortgage Book 15-6, at page 21.

In witness whereof said Gallivan Building Company (a corporation chartered under the laws of said state and having its principal place of business in the city of

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