

TITLE TO REAL ESTATE

PROVENCE-JARBOO CO.—GREENVILLE 66557

THE STATE OF SOUTH CAROLINA,
County of Greenville

KNOW ALL MEN BY THESE PRESENTS, That I, R. M. Caine

.....in the State aforesaid,
.....in consideration of the sum of
Three Hundred Twenty-five & no/100 (\$325.00) Dollars

to mein hand paid
at and before the sealing of these presents by
Frances D. Rogers

(the receipt whereof is hereby acknowledged) have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto the said
Frances D. Rogers

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina,
on Moseley Avenue, in the City of Greenville, S. C., being known and designated as the Southern
one-half of Lot No. 4 of Addition No. 2 of a subdivision known as Forest Hills as shown on plat
thereof recorded in the R. M. C. Office for Greenville County, in Plat Book "J", at page 213 and,
according to said plat, having the following metes and bounds, to-wit:

Beginning at an iron pin on the east side of Moseley Avenue at the joint front corner of Lots
Numbers 4 & 5 and running thence along the joint line of Lots numbers 4 & 5 N. 63-47 E. 170
feet to an iron pin at the joint rear corner of Lots numbers 4 & 5; thence along the rear line
of Lot No. 4 N. 26-13 W. 37.5 feet to a point in the rear line of Lot No. 4; thence through the
center of Lot No. 4 S. 63-47 W. 170 feet to a point on the east side of Moseley Avenue; thence
S. 26-13 E. 37.5 feet to the point of beginning.

SUBJECT TO THE FOLLOWING CONDITIONS AND RESTRICTIONS:

1. The lot of land hereby conveyed shall be used exclusively for single family residence 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 outbuilding appurtenant to dwelling) costing less than Five Thousand (\$5,000) dollars shall be erected thereon prior to January 1, 1986.
3. The grantor reserves to itself and its successors the right to 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 or park 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 closet or cesspool shall ever be used on said lot; but only septic tanks or other sanitary sewers and all occupants of said lot shall be governed by such reliable sanitary rules and regulations as may be adopted from time to time by a majority of the owners of lots in said Forest Hills No. 2, of which this is a part.
5. The said lot shall not be recut and only one dwelling shall be erected thereon.
6. No house may be erected on any lot in Forest Hills No. 2 less than forty-five feet from the street line.

The purchase price of said lot has been reduced materially because of the foregoing conditions which are not conditions subsequent but are to be deemed covenants running with the line and binding all owners and occupants thereof. They may be enforced by proper proceeding by any owner and occupant of any lot in Forest Hills No. 2, 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 assigns to comply with all of said conditions, such conditions being a part of a general plan, which plan has been adopted by the grantor and is applicable to all grantees purchasing lots in Forest Hills No. 2 Development.

7. Paragraph 5 above is not intended to prevent cutting off and conveying a small portion or portions of the within described lot provided the frontage of said lot is not reduced to less than 75 feet and provided further that each dwelling erected shall be upon a lot of at least 75 feet frontage.