

DEED TO

STATE OF SOUTH CAROLINA, }

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS, That J. J. R. Owen

in the State aforesaid,

in consideration of the sum of

Ten dollars and other considerations

DOLLARS,

to

me

in hand paid

at and before the sealing of these presents by

C. H. Talley & J. L. Donkle

(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

C. H. Talley & J. L. Donkle :

All that certain piece, parcel or lot of land, situate, in the City of Greenville, County and State aforesaid, known and designated as lot #38 of Block "B" of Cagle Park, as shown by plat recorded in the R. M. C. Office for Greenville County, in Plat Book "C" page 238, and having the following metes and bounds, to wit:

Beginning at an iron pin on the south side of Tindal Avenue corner of lots Nos. 37 and 38 and running thence S. 4-10 E. 150.3 feet to an iron pipe; thence S. 89-07 W. 5.6 feet to an iron pipe; thence N. 8-21 W. 151.3 feet to an iron pipe on Tindal Avenue; thence along Tindal Avenue N. 89-07 E. 61 feet to the beginning corner.

Being the same lot of land conveyed to me by E. B. Curry by deed dated December 3rd. 1919, and recorded in the R. M. C. Office for Greenville County in Vol. 48 page 19.

Subject, however to the following restrictions which are part of the consideration of this deed:

- 1: The property herein conveyed nor any part thereof shall not be sold, rented or otherwise disposed to negroes.
- 2: The said property shall not be used for any unlawful business, nor for anything that would constitute a nuisance.
- 3: The property herein conveyed shall not be recut nor subdivided so as to face any other direction as shown on said plat.
- 4: No building shall be erected upon said property within twenty five feet of the present line of Tindal Avenue.
- 5: No building costing less than \$2500.00 shall be erected upon said property other than outbuildings appurtenant to a dwelling.

Subject however, to the mortgage heretofore executed on the 2nd day of September 1919, by the said E. B. Curry to W. C. Beacham Executor of the Estate of Frank Hammond to secure the sum of \$1000.00 with interest thereon from January 10th. 1920 at seven percent per annum payable semi-annually, said mortgage being recorded in R. M. C. Office in Vol. 44, page 186.

It is mutually agreed between the parties hereto that the grantees herein as part of the consideration for this deed does hereby assume the payment of said mortgage debt.