

State of South Carolina,  
Greenville County.

Know all men by these presents, That the Poinsett Realty Company, a corporation chartered and doing business under and by virtue of the Laws of the State of South Carolina, with its principal place of business at Greenville, in the State of South Carolina, for and in consideration of the sum of Ten dollars and other valuable consideration to it in hand duly paid at and before the sealing and delivery of these presents by the grantee hereinafter named (the receipt whereof is hereby acknowledged), has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Howard Caldwell:-

All those six lots or parcels of land lying and being situate just inside and just outside of the City of Greenville, County and State aforesaid and upon both sides of Capers Street, and being known and designated upon a plat of Crescent Terrace, which said plat is recorded in the office of R.M.C. for Greenville County in Plat Book E., page 137, as lots #s 60, 64, 71, 74, 66 and 80 Lot #60 begins at an iron pipe corners of Capers Street and Augusta Road and runs thence N. 43-39 E. 246.1 feet to lot #50; thence along line of lot #50 N. 2-08 W. 41.7 feet to lot #64; thence along lot #64, N. 84-0 W. 96.3 feet to lot #61, which is described upon said plat as a park; thence S. 43-39 W. 125.3 feet to Capers Street; thence along Capers Street S. 5-41 E. 140 feet to beginning corner.

Lot #64 is upon the east side of said Capers Street and begins at corner of lot #61 upon Capers Street and runs S. 84-0 E. 193.3 feet to lot #50; thence along lot #50 and also lot #49 N. 2-08 W. 95 feet; thence S. 89-55 W. 196 feet to Capers Street; thence along Capers Street N. 5-41 W. 75 feet to beginning corner at lot #61, which is described in said plat as a park.

Lot #66 is upon the east side of Capers Street and begins at a point at corner of lot #65 and runs thence N. 84-19 E. 200.8 feet to lot #47; thence along line of lot #47 and lot #46 N. 2-08 W. 70.14 feet to corner of lot #67; thence along lot #67, S. 84-19 W. 205.1 feet to Capers Street; thence along Capers Street S. 5-41 E. 70 feet to beginning corner.

Lot #71 begins at a point on Capers street corner of lot #70 and runs N. 84-19 E. 222.4 feet to lot #42; thence along line of lot #42 and lot #41, N. 2-08 W. 70 feet to lot #72; thence S. 84-19 W. 226.8 feet to Capers Street; thence along Capers Street S. 5-41 E. 70 feet to beginning corner.

Lot #74 lies on the east side of Capers Street, and begins at corner of lot #73 and runs thence N. 84-19 E. 235.5 feet to lot #39; thence N. 2-08 W. along lots #s 39 and 38, 70 feet to lot #75; thence along line of lot #75, S. 84-19 W. 239.9 feet to Capers Street; thence along Capers Street S. 5-41 E. 70 feet to beginning corner.

Lot No. 80 lies on the west side of Capers Street and begins at the corner of lot #79 and runs thence S. 84-19 W. 175 feet; thence S. 5-41 E. 70 feet to lot #81; thence N. 84-19 E. 175 feet to Capers Street; thence N. 5-41 W. 70 feet to beginning corner.

(6) Subject to the following condition and reservation in addition to the five below named and numbered: No mercantile building or residential apartment shall ever be erected upon the said property.

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 grantee hereinabove named, and his heirs and assigns forever, subject, however, to the following reservations and restrictions:-

- (1) The property herein conveyed, nor any part thereof shall never be sold, rented, or otherwise disposed of to negroes.
- (2) The said property shall not be used at any time for any unlawful business or purpose, nor for anything which would constitute a nuisance.
- (3) The property herein conveyed shall never, at any time be sold, re-cut or subdivided so as to face in any other direction than as shown upon the plat of the same.
- (4) No buildings shall ever be erected upon the said property within 20 feet on west side and 25 feet on East side Capers Street feet of the present line of the Street upon which it faces.
- (5) No building, other than outbuildings, appurtenant to a dwelling, costing less than \$4000.00 shall be erected upon the said property within a period of - - - - years from date of this instrument (See above for condition #6)

And the said granting corporation does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the said premises unto the grantee hereinabove named, -

(next page)

and his heirs and assigns, against itself and its successors, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

In witness whereof the said granting corporation has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officers Louis Sherfese, its President and Jas. M. Richardson, its Secretary and Treasurer on this the 12, day of January in the year of our Lord one thousand nine hundred and 20 and in the one hundred and forty-fourth year of the sovereignty and independence of the United States of America.

Signed, sealed and delivered

in the presence of:

Mattie A. Rogers, (Stamps \$2.50)  
J.G. Leatherwood.



Poinsett Realty Co. (L.S.)  
By W.E. Bell, V.Prest. (L.S.)  
And Jas.M. Richardson (L.S.)

Secty. & Treas.

State of South Carolina,  
County of Greenville.

Personally appeared before me J.G. Leatherwood and made oath that he saw W.E. Bell as V-Prest. and Jas. M. Richardson, As Secty. & Treas of Poinsett Realty Company, a corporation chartered under the laws of the State of South Carolina, sign, seal with its corporate seal and as the act and deed of said corporation deliver the within written deed, and that he with Mattie A. Rogers witnessed the execution thereof.

Sworn to before me this 14th, day

of January A.D. 1920.

J.G. Leatherwood

Thos. T. Goldsmith (Seal)

Notary Public for South Carolina.

State of South Carolina,  
Greenville County.

For value received I, S.K. Tindal, by H.B. Tindal, Attorney in Fact, do hereby release and relinquish the within described property from the lien of a mortgage given to me by the Poinsett Realty Company on the 25th, day of June 1919, in the sum of Fifty-two thousand (\$52,000.00) Dollars, which said mortgage is recorded in the office of R.M.C. for Greenville County in Book 42, page 169.

In witness whereof I do hereunto set my hand and seal this 5th, day of Feby. A.D. 1920.

Helen A. Morgan,  
B.A. Morgan,

H.B. Tindal (L.S.)  
Attorney in fact for  
S.K. Tindal, (L.S.)

State of South Carolina,  
Greenville County.

Personally appeared before me Helen A. Morgan and made oath that she saw the above named S.K. Tindal by H.B. Tindal, Attorney in Fact sign, seal and as her act and deed deliver the above written release and that she with B.A. Morgan witnessed the execution thereof.

Sworn to before me this 5th,  
day of February A.D. 1920.  
B.A. Morgan (Seal)  
Notary Public for S.C.

Helen A. Morgan

Recorded February 5th, 1920.