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State of South Carolina,  
County of Greenville.

Know all men by these presents that Title Guarantee and Trust Company ( a corporation chartered under the laws of the State of South Carolina, and having its principal place of business at Greenville, in said County and State), as Trustee, for and in consideration of the sum of fifteen hundred and fifty dollars (\$1550.00) 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 H.K. Johnson and his heirs and assigns, all that certain lot, piece or parcel of land situate, lying and being in the State of South Carolina and County of Greenville, at or near the corporate limits of the City of Greenville, known and designated as Lot number seventeen (17) on a plat of Mrs.-H.D. Wilkins' property made by R.E. Dalton, dated March 1924, to be recorded in the office of the Register of Mesne Conveyances for said County and State in Plat Book "F" at page 209, and having according to said plat, the following metes and bounds, to-wit:-

Beginning at an iron pipe on the east side of Ladson Street sixty-three and thirty-six one-hundredths (63.36) feet northward from the north side of Otis Street, and running thence N. 72° E. one hundred and sixty-five and eight-tenths (165.8) feet along line of lot number sixteen to an iron pipe on joint corner of lots fourteen, fifteen, sixteen and seventeen; thence N. 15° 45' W. sixty-three and five one-hundredths (63.05) feet along line of lot number fourteen to an iron pipe on joint line of lots thirteen, fourteen, seventeen and eighteen; thence S. 72° W. one hundred and sixty-one and seven-tenths (161.7) feet along line of lot number eighteen to an iron pipe on east side of Ladson Street; thence along said Street S. 11° 57' E. sixty-three and thirty-six one-hundredths (63.36) feet to the beginning corner; this being a part of the tract of land conveyed to said Title Guarantee and Trust Company as Trustee, by Mrs. Harriet D. Wilkins by deed bearing date January 31, 1924, and recorded in said office in Deed Book 100, at page 199.

Together with all and single 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 restrictions and conditions, to-wit:-

- (1) Said lot 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 undesirable for residential purposes.
- (2) No building (other than outbuildings appurtenant to a dwelling costing less than three thousand, five hundred dollars (\$3,500.00) shall be erected on said lot, nor shall any building be erected thereon within twenty-five (25) feet of Ladson Street. Any building erected on said lot shall face Ladson Street; and said lot shall not be re-cut nor subdivided so as to face in any other direction.
- (3) No Surface closet or cesspool shall ever be used on said land; but only septic tanks or other sanitary sewers.
- (4) Said grantor hereby reserves to itself and to all persons who may own lots in this subdivision and may be interested in the maintenance of the sewer which has been laid across the land hereby conveyed, and to their successors, heirs and assigns, and their tenants, agents and employees, an easement or right-of-way eight (8) feet in width along and adjacent to the line of said sewer, with the privilege of entering upon said right-of-way at any and all reasonable times and freely to pass and re-pass on foot and with animals and vehicles, loaded and otherwise, through and over the same, for the purpose of maintaining, repairing and replacing said sewer, from time to time as they may desire; it being agreed that the owner of the land hereby conveyed shall be compensated for unnecessary damage caused by said repairs and may connect with said sewer, free of charge; provided such connection be made <sup>in</sup> compliance with the rules and regulations of the City of Greenville.

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 occupant of any lot of land shown on said plat, as well as by this grantor, since they are for the benefit of all persons in the neighborhood. By accepting this deed, said grantee binds himself and his heirs and assigns to comply with all of said conditions.

And the said granting corporation does hereby bind itself as trustee for Mrs.H.D. Wilkins, and its successors, to warrant and forever defend all and singular the said premises unto the grantee hereinabove named 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 through or under said granting corporation.

In witness whereof the said granting corporation has caused its corporate seal to be hereunto affixed and these presents to be subscribed by L.O. Patterson, its President and Treasurer (being duly authorized thereunto) on this the fourth day of April in the year of our Lord one thousand, nine hundred and twenty-four, and in the one hundred and forty-eighth year of the sovereignty and Independence of the United States of America.

(Over)