

State of South Carolina,
County of Greenville.

Know all men by these presents, that Southern Guaranty and Trust Company, a corporation chartered under the laws of said State and having its principal place of business in the City of Greenville in said County and State (successor to Title Guaranty and Trust Company), as Trustee, in consideration of the sum of ten dollars (\$10.00) to it in hand paid at and before the sealing of these presents by Mrs. Mattie Louise Merritt (the receipt whereof is hereby acknowledged,) and for other good and valuable considerations, has granted, bargained sold and released and by these presents does grant, bargain, sell and release unto the said Mattie Louise Merritt all that certain lot, piece, or parcel of land situate, lying and being in the State of South Carolina, in Greenville County and Township, known and designated as lot numbered thirty nine (39) of "Camilla Park", as shown on map No. one (1) thereon, made by Dalton & Neves for Southern Guaranty and Trust Company, dated December 1927, and recorded in the office of the Register of Mesne Conveyances for said County and State on February 7, 1929, in Plat Book "G", at page 225, and having, according to said plat, the following metes and bounds, to wit:

Beginning at a stake on the south corner of Easley Bridge Road and Beatrice Street, and running thence along said Easley Bridge Road S. 56° 33' W. eighty (80) feet to a stake on corner of lot number forty (40) now belonging to R. A. Lunsford; thence with the line of his lot S. 33° 30' E. one hundred and ninety one (191) feet to a stake on a twenty foot alley; thence along said alley N. 56° 53' E. eighty (80) feet to a stake on Beatrice Street; thence along said street N. 33° 30' W. one hundred and ninety (190) feet to the beginning corner. This is a portion of the land conveyed to this grantor by W. T. Looper and Mrs. Camilla Y. Looper by deed dated March 24, 1928, and recorded in said office in Deed Book 112, at page 190, these presents being executed in accordance with the terms of said trust deed.

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 said Mattie Louise Merritt, her heirs and assigns forever, subject, however, to the following restrictions and conditions to wit:

- (1) Said land 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; nor shall any store or other business building or enclosure or hotel or apartment house be erected or used thereon.
- (2) Said lot shall not be subdivided prior to January 1, 1950, without the written consent of this grantor, nor shall any building be erected thereon prior to said date until plans and specifications therefor shall have been approved by this grantor. No part of any building shall be less than thirty (30) feet from the front line of said lot, nor less than ten (10) feet from either side line of said lot, nor less than five (5) feet from the back line of said lot. Only one dwelling, with its appurtenant buildings shall be erected on said lot.
- (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, telephones, 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 closet 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 "Camilla Park".

(5) The said grantee shall pay all taxes and assessments for the year 1931.

The purchase price of said land has been reduced materially because of the foregoing restrictions, which are not conditions subsequent; but are to be deemed covenants running with the land and binding all successive owners and occupants thereof; by accepting this deed, said grantee binds herself and her heirs and assigns to comply with all of said conditions; also to erect and complete on said lot, prior to the first day of September 1931, a house costing not less than four thousand dollars (\$4,000.00) or in case of her failure to do so, then

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to pay to said grantor the sum of eight hundred dollars (\$800.00) as liquidated damages for such default; it being agreed that the grantor would suffer that amount of damage if such house should not be constructed prior to said date, as the purchase price of said lot has been reduced by that sum in consideration of the grantee's agreement to build such house and thereby render more desirable other lots in this vicinity still belonging to said grantor.

In witness whereof the said Southern Guaranty and Trust Company (as Trustee) has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed by L. O. Patterson, its President and Treasurer (who is duly authorized thereto) on this the twenty sixth day of March in the year of our Lord one thousand, nine hundred and thirty and in the one hundred and fifty fifth year of the Independence of the United States of America.

Signed, sealed and delivered in the presence of:

Wm. E. Henderson.
James F. Davenport.

Southern Guaranty and Trust Company
As Trustee, (SEAL)

BY: L. O. Patterson,
President and treasurer.



State of South Carolina
County of Greenville

For value received, lot number thirty nine (39) conveyed by the foregoing deed is hereby released from the lien of the following mortgages to wit:

Two (2) mortgages for \$48,000.00 and \$5,000.00 respectively, given to L. O. Patterson, as executor of the will of John B. Marshall, deceased, dated March 22, 1928, and September 14, 1927, respectively, and recorded in the office of the Register of Mesne Conveyances for said County and State in Mortgage Book 152, at page 200, and in Mortgage Book 194, at page 323, respectively.

A mortgage given to Wilmington Savings & Trust Company, to secure a contingent liability to the extent of \$18,000.00; said mortgage bearing date January 3, 1928, and recorded in said office in Mortgage Book 154, at page 543.

Witness our hands and seals on this the Twenty sixth day of March A. D. 1931

Signed, sealed and delivered in the presence of:

James F. Davenport.
Wm. E. Henderson.

L. O. Patterson (SEAL)
As Executor of the will of John B. Marshall
deceased.

Wilmington Savings & Trust Company,
(Corporate Seal)

BY: J. W. Norwood,
Vice President.

State of South Carolina.
County of Greenville.

Personally appeared before me James F. Davenport and made oath that he saw the within named Southern Guaranty and Trust Company, as Trustee (by L. O. Patterson, its President and Treasurer), L. O. Patterson, as Executor of the will of John B. Marshall, deceased, and Wilmington Savings & Trust Company (by J. W. Norwood, its Vice President) seal, sign, and as their act and deed deliver the within written deed and mortgage releases, respectively, and that he with William E. Henderson witnessed the execution thereof.

Sworn to before me this 26 day of March
A. D. 1931.

James F. Davenport.

Wm. E. Henderson (L. S.)
Notary Public for South Carolina.

S. C. Stamps \$2.00

See Affidavit book page 32 for true consideration.

Recorded this the 4th day of April 1931 at 9:02 A. M.