

STATE OF SOUTH CAROLINA

TITLE TO REAL ESTATE

WHEREAS the Tryon Development Company has subdivided a certain tract of land in the State and County aforesaid into parcels or lots...

WHEREAS the parties hereto for the benefit of their own property and for the benefit of future purchasers and owners of the land...

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS that the Tryon Development Company, a corporation, duly organized and chartered under...

Five Dollars and other Considerations Dollars. Kate Kennedy

Lot Number 1070

3 102 357 150

affixed, this 6th day of July 1925

I do hereby guarantee that the road in front of the above described lot will be paved with asphalt macadam road and that water rights and a down...

TOGETHER with the right of enjoyment of privileges and facilities afforded by Lake Lanier, an artificial water, as projected on said plat for lawful aquatic sports, boating, bathing, swimming and fishing...

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining...

And the said Tryon Development Company, does hereby bind itself and its successors to warrant and forever defend all and singular the said premises unto the heirs and assigns...

immmediately revert to the grantor, its successors or assigns, except as against lien creditors, in-will:

FIRST: That the property hereby conveyed, or any part thereof, is not to be sold, rented, leased or otherwise disposed of to any person of African descent...

THIRD: That no use shall be made of any lot which, in the opinion of the grantor herein, will constitute a nuisance, or prove in any way noxious or offensive to the neighboring inhabitants...

FOURTH: That no dwelling house shall be built on the above described lot to cost less than Three thousand Dollars; that no residence, garage, or other building whatsoever shall be erected on said lot until, and unless, the plans and specifications thereof have been submitted to and approved...

FIFTH: That not more than one residence shall be erected on each lot or parcel as shown by said plat, PROVIDED, HOWEVER, that in addition to one and residence built thereon, of slightly appearance and appropriate location, within the building line and not nearer than five feet to any side or back line of any adjoining lot not owned by the owner of the land hereinabove described...

SIXTH: That the parties hereto, their successors, heirs and assigns, will not, during the term of twenty-one years from April 1, 1925, subdivide, sell or convey any part or parcel of any lot within said block, in connection and merged with any adjoining lot, so as to create one or more lots of larger area than as shown on said plat...

SEVENTH: That the grantor herein reserves the right to lay, erect and maintain, or authorize the laying, erecting and maintaining of sewer, gas, and water pipes, electric conduits or pipes, telegraph, telephone and electric light poles, and any other such public utilities, on or in any of the roadways, streets or alleys bordering streets and alleys...

EIGHTH: That no surface closet or other unsanitary device for the disposal of sewage shall ever be installed or maintained on the lot herein conveyed, unless the same is approved by the health officer of the City of Greenville...

grantee herein agreeing that upon the written request of the owner of said lot made at any time within three years after the date of execution of this deed, grantor will install on said lot a septic tank or other sanitary device for disposal of sewage, and said owner shall have the right to connect to and use the same; PROVIDED, HOWEVER, that in such event, grantor is to have the right to connect, according to the capacity of said septic tank or other sanitary device...

In Witness Whereof, the said Tryon Development Company has caused these presents to be signed by its duly authorized officers, and its corporate seal to be thereto affixed, this 6th day of July 1925

twenty five and in the one hundred and 149th year of our Lord one thousand nine hundred and

Signed, Sealed and Delivered in the Presence of: W. D. Holland, Betty Brown

TRYON DEVELOPMENT COMPANY, P. F. Wright, Lee R. Fisher



U. S. Stamps Canceled, \$ 1 and .00 cents. S. C. Stamps Canceled, \$ 2 and .00 cents.

STATE OF North Carolina County of Polk

PERSONALLY appeared before me, W. D. Holland and made oath that he saw the within named Tryon Development Company, by P. F. Wright

its President and P. F. Wright its Secretary sign, affix the corporate seal and as its corporate act and deed, deliver the foregoing deed; and that he, with Betty Brown, witnessed the execution thereof.

Sworn to before me this 6th day of July 1925

Notary Public, Bratton Goyette (L.S.)

My commission expires April 3rd 1927 W. D. Holland

STATE OF North Carolina County of Polk

FOR VALUE RECEIVED, W. A. Fisher & Lee R. Fisher hereby releases the within described real estate from the lien of a certain mortgage given by the Tryon Development Company to us

dated the 25th day of April 1925, and recorded in the office of the Register of Meuse Conveyance for Greenville County in Mortgage Book 86 at Page 251

Witness my hand and seal, this 7th day of July 1925

Signed, Sealed and Delivered in the Presence of: W. D. Holland, Betty Brown, W. A. Fisher, Lee R. Fisher, W. A. Fisher atty

STATE OF North Carolina County of Polk

PERSONALLY appeared W. D. Holland and made oath that he saw the above named W. A. Fisher & Lee R. Fisher, by W. A. Fisher atty, sign, seal, and as his act and deed, deliver the foregoing release, and that he, with Betty Brown, witnessed the execution thereof.

Sworn to before me, this 7th day of July 1925

Notary Public, J. B. Hester (L.S.)

My commission expires May 18, 1927 W. D. Holland

Recorded Oct 29th 1927 at 3:00 P. M.

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