STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

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, surrounding a projected lake to be known as Lake Lanier; and

WHEREAS, the parties desire for the benefit of their own property, and for the benefit of future purchasers and owners of the land shown within the lines of the plat hereinafter referred to, that the same shall be developed, and for a time hereafter used exclusively for residential purposes with certain exceptions and subject to certain reservations, conditions and restrictions hereinafter set out;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the Tryon Development Company, a corporation, duly organized and chartered under and by virtue of the laws of the State of South Carolina, in consideration of the above recitals and of the covenants herein and of the sum of *Ten no/100* Dollars,

to it in hand paid by *Emily B. Le Hurray* has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, (subject, nevertheless, to the exceptions, reservations, conditions and restrictions hereinafter set out), unto the said *Emily B. Le Hurray*

All that lot, piece or parcel of land in the County of Greenville, State of South Carolina, known and designated as Lot Number *37*

of Plat Number .... of the property of the Tryon Development Company, known as LAKE LANIER, made by George Kershaw, C. E., and duly recorded in the office of the Register of Mesne Conveyance for Greenville County, in Plat Book Number .... Page .... said lot having a frontage of .... feet, a rear width of .... feet, and a depth of .... feet on one line and .... feet on the other as will more fully appear from the said plat, reference being hereby made to the record thereof for a more particular description of the lot herewith conveyed.

[illegible] Eighty Road [illegible] fifty feet, [illegible] one hundred sixty-five feet [illegible] one hundred [illegible] feet and [illegible] fifty feet [illegible] Lake Lanier [illegible] Greenville County [illegible] a more particular description [illegible]

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; and together with the further right to erect for the use of the owner of the above described lot a boat house and wharf or landing at some appropriate location on the margin of said Lake, the said location and the size, plans and specifications of said boat house and wharf or landing to be subject to approval of grantor; but nothing herein contained shall privilege a nuisance or license the pollution of the said Lake, its inlets, outlets, or beaches, nor authorize any unlawful, offensive or boisterous conduct, or the use of the said Lake by any person inexperienced in swimming; it being expressly stipulated that the grantor herein, its shareholders or successors, shall not be liable to any lot owner or any other person for any damage or injury sustained in the exercise of the said privileges and facilities, or by reason hereof.

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 *Emily B. Le Hurray, her* heirs and assigns.

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 said *Emily B. Le Hurray, her* heirs and assigns, against itself and its successors and all persons lawfully claiming, or to claim the same, or any part thereof.

This conveyance is made subject to the following conditions, restrictions and covenants running with the land, for a violation of the first of which the title shall immediately revert to the grantor, its successors or assigns, except as against lien creditors, to-wit:

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.

SECOND: That the property hereby conveyed, is to be used for residential purposes only for a period of Twenty-one years after April 1, 1925, but this shall not be taken to prevent the grantor herein from designating certain lots of this development or any future addition thereto for business purposes or for other purposes desirable in the opinion of grantor, in promoting said development, the right to do so being hereby expressly reserved by grantor.

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, or injure the value of neighboring lots.

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 whatever shall be erected on said lot until, and unless, the plans and specifications thereof have been submitted to and approved in writing by the grantor herein, or its successors; that the buildings on said land shall be erected on or within the building line, or the house location, as the case may be, as shown and indicated on the plat hereinabove referred to, and in strict accord with the plans and specifications so required to be submitted and approved, and shall face or front on the street or road on which the lot herewith conveyed is shown to front by the plat aforesaid.

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 residence, there may be erected a garage and servant's quarters, (the plans for which are to be first approved as hereinabove provided) in keeping with the premises, and residence built thereon, of sightly 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 said lots, less than the whole of each thereof, as shown on said plat (the grantor hereby expressly reserving the right, however, to sell and 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, and the further right to determine the size and shape of lots sold for other than residentiol purposes.)

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 said property, with connecting links for the same along the back and side lines of the lot above described, and to grade surface, and repair the said roadways, streets and alleys, without compensation to any lot owner for any damage sustained thereby.

EIGHTH: That no surface closet or other unsanitary device for the disposal of sewerage shall ever be installed or maintained on the lot herewith conveyed, grantor 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 sewerage, 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, without reimbursement to the owner of said lot, to connect to said septic tank or other sanitary device one or more owners of other lots, or grant them the right to so 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 *20th* day of *October* in the year of our Lord one thousand nine hundred and *twenty seven* and in the one hundred and *fifty-second* year of the Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of:
J. P. Jackson
J. B. Hester Jr.

TRYON DEVELOPMENT COMPANY,
By *I. P. Bacon Pres*
H. H. Conrad Sec

U. S. Stamps Cancelled, $............ and .... cents.

S. C. Stamps Cancelled, $ *1* and *10* cents.

STATE OF *North Carolina*
County of *Polk*

PERSONALLY appeared before me *J. P. Jackson* and made oath that he saw the within named Tryon Development Company, by *I. P. Bacon* its *President* and *H. H. Conrad* its *Secretary*, sign, affix the corporate seal and as its corporate act and deed, deliver the foregoing deed; and that he, with *J. B. Hester* witnessed the execution thereof.

Sworn to before me, this *20th* day of *October* 192*7*.
J. B. Hester (L. S.)
Notary Public *Polk County, N C*
My commission expires *May 18 '29*

J. P. Jackson

STATE OF *N. Car*
County of *Polk*

FOR VALUE RECEIVED *G. H. Holmes* hereby releases the within described real estate from the lien of a certain mortgage given by the Tryon Development Company to *me* dated the *5th* day of *October* 192*7*, and recorded in the office of the Register of Mesne Conveyance for Greenville County in Mortgage Book ...., at Page ....

Witness my hand and seal, this *20th* day of *October* 192*7*.

Signed, Sealed and Delivered in the Presence of:
W. M. Hester
V. A. Bland

............(SEAL.)
G. H. Holmes (SEAL.)
............(SEAL.)

NOTARIAL SEAL

STATE OF *N. Car*
County of *Polk*

PERSONALLY appeared *W. M. Hester* and made oath that he saw the above named *G. H. Holmes* sign, seal, and as his act and deed, deliver the foregoing release, and that he, with *V. A. Bland* witnessed the execution thereof.

Sworn to before me, this *20th* day of *October* 192*7*.
V. A. Bland (L. S.)
Notary Public *Polk County, N.C.* *Com. expires Dec 25/28*

W. M. Hester

NOTARIAL SEAL

Recorded *Dec. 13* 192*7*, at *8:20* o'clock, *a* M.

END OF