

STATE OF SOUTH CAROLINA,

TITLE TO REAL ESTATE

COUNTY OF GREENVILLE

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 Dollars and other considerations Dollars,

to it in hand paid by Dr. Allen J. Jersey, 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

Dr. Allen J. Jersey

All that lot, piece or parcel of land in the County of Greenville, State of South Carolina, known and designated as Lot Number 62.

of Plat Number 1 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 Meane Conveyance for Greenville County, in Plat Book Number G, Page 41, 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.

Being lot No. 62 of The Nolmes Hill Loop Section of Lake Lanier Development as shown on the plat of same, being duly recorded in the records of Greenville County, State of South Carolina, and lot being bounded by the following lines:

Beginning at a point in the center line of Lake Shore Drive at a distance of 2,206.0 feet more or less from its intersection with The Tryon-Spartanburg Highway, said point being exactly 10.8 feet southward from the beginning of a circular curve with a radius of 156.0 feet, said beginning of curve being duly referenced by two concrete monuments as shown on aforesaid plat, and running thence along the said center line a distance of 37.0 feet, thence a line drawn radial to the said curve to the first street east of Lake Shore Drive a distance of 169.0 feet more or less, thence northward along the center line of said street to a point of intersection of said street with a line drawn to aforesaid curve from the point of the beginning of this description a distance of about 815.0 feet, thence along the said radial line a distance of 142.0 feet to the beginning, saying and excepting a strip of land adjacent to the Lake Shore Drive to the east of, parallel to and 15.0 feet distant from the said center line of Lake Shore Drive, and a strip of land adjacent to the center line of the street known as Hamilton Place, parallel to, to the west of and 15.0 feet distant from the center line of said street which two strips of land are reserved for use by the public as streets, and be it understood that all distances described as curved lines are to be measured in chords of 25.0 feet or fractional parts, and that the said lot has a width on the building line of 47.0 feet or more.

The seller guarantees that the road in front of the above described lot will be paved with a type of water bound macadam road, and that water light

shall be provided 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 to be subject to approval of grantor; but nothing herein contained shall privilege a nuisance or license the pollution of 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

Dr. Allen J. Jersey, his 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

Dr. Allen J. Jersey, his 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 ten 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 grantor herein, 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 whatsoever shall be erected on said lot until, and unless, the plans and specifications thereof have been submitted to and approved by, as shown and indicated on the plat hereinafore 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 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 said lots, less than the whole of each thereof, as shown on said plat, and the further right to determine the size and shape of 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 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 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 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, and the grantor herein agrees 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

8th day of May, 1925, in the year of our Lord one thousand nine hundred and

twenty-five and in the one hundred and

1149th year of the Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of:

H. L. Wright, Pres. P. L. Wright, Secy.

W. M. Hester, Secretary

U. S. Stamps Cancelled, \$ 1 and cents.

S. C. Stamps Cancelled, \$ 2 and cents.

STATE OF North Carolina

County of Polk

PERSONALLY appeared before me W. M. Hester and made oath that he

saw the within named Tryon Development Company, by P. L. Wright

its President and L. B. Wright

its Secretary sign, affix the corporate seal and as its corporate act and deed, deliver the foregoing deed; and that he,

with H. L. Wright witnessed the execution thereof.

Sworn to before me, this 8th day of May, 1925.

W. M. Hester (L. S.)

Notary Public Polk County, W. M. Hester

My commission expires May 18, 1925.

STATE OF North Carolina

County of Polk

FOR VALUE RECEIVED J. 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 24th day of April, 1925, and recorded in the office of the Register of Meane

Conveyance for Greenville County in Mortgage Book at Page

Witness my hand and seal, this 15th day of May, 1925.

Signed, Sealed and Delivered in the Presence of:

W. M. Hester (SEAL.)

W. F. Little (SEAL.)

STATE OF North Carolina

County of Polk

PERSONALLY appeared W. M. Hester and made oath

that he saw the above named J. H. Holmes sign, seal, and as his act

and deed, deliver the foregoing release, and that he, with W. F. Little

witnessed the execution thereof.

Sworn to before me, this 15th day of May, 1925.

W. F. Little (L. S.)

Notary Public Polk County, W. M. Hester

My commission expires March 14, 1927.

Recorded June 20th 1925 at 1:10 o'clock, P. M.

END OF