

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, surrounding a pond...

WHEREAS the parties herein 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 map...

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS That the Tryon Development Company, a corporation, duly organized and chartered under the laws of the State of South Carolina...

TO HAVE AND TO HOLD, All and singular, the premises before mentioned unto the said E. H. Biggstaff

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...

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 any part or parcel of any lot within said block...

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...

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...

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...

EIGHTH: That no surface closet or other unsanitary device for the disposal of sewage shall ever be installed or maintained on the lot herewith conveyed, will install on said lot a septic tank or other sanitary device for disposal of sewage...

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 June, 1929...

Signed, Sealed and Delivered in the Presence of: Rose E. Hilcox, J. J. Hamey, H. L. Wallace

By: J. J. Hamey, President, H. M. Hester, Sec. of Tryon Development Company

U. S. Stamps Cancelled, \$ and cents. B. C. Stamps Cancelled, \$ and cents.

STATE OF North Carolina County of Polk

PERSONALLY appeared before me Rose E. Hilcox and made oath that she saw the within named Tryon Development Company, by J. J. Hamey, President, and H. M. Hester, Secretary...

sign, affix the corporate seal and as its corporate act and deed, deliver the foregoing deed; and that she, with H. L. Wallace, witnessed the execution thereof.

Sworn to before me, this 20th day of June, 1929. J. B. Hester, Notary Public, Polk County

My commission expires May 18, 1931. Rose E. Hilcox

FOR VALUE RECEIVED hereby releases the within described real estate from the lien of a certain mortgage given by the Tryon Development Company to...

dated the 20th day of June, 1929, and recorded in the office of the Register of Meese Conveyance for Greenville County in Mortgage Book...

Witness my hand and seal, this 20th day of June, 1929. Signed, Sealed and Delivered in the Presence of: (SEAL) (SEAL) (SEAL)

STATE OF County of PERSONALLY appeared and made oath that he saw the above named sign, seal, and as his act and deed, deliver the foregoing release, and that he, with witnessed the execution thereof.

Sworn to before me, this day of 1929. Notary Public (L. S.)

Recorded June 23, 1929 at 10:35 o'clock M.

TOGETHER with the right of enjoyment of privileges and facilities afforded by Lake Lanier, an artificial water, 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...

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 E. H. Biggstaff

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...

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 One thousand and no/100 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 any part or parcel of any lot within said block...

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, 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, but 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, and the further right to determine the size and shape of lots sold for other than residential 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 sewage shall ever be installed or maintained on the lot herewith conveyed, 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 lot 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 June, 1929, in the year of our Lord one thousand nine hundred and twenty nine and in the one hundred and fifty third year of the Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of: Rose E. Hilcox, J. J. Hamey, H. L. Wallace

By: J. J. Hamey, President, H. M. Hester, Sec. of Tryon Development Company

U. S. Stamps Cancelled, \$ and cents. B. C. Stamps Cancelled, \$ and cents.

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Recorded June 23, 1929 at 10:35 o'clock M.



LAND OF