WALKER, EVANS & COBBS CO., CHARLESTON, S. C. 47289

STATE OF SOUTH CAROLINA,
County of Greenville.

KNOW ALL MEN BY THESE PRESENTS, That CAROLINA MOUNTAINS, INC., a corporation organized and doing business under the laws of the State of South Carolina, in consideration of the sum of Ten Dollars and other valuable considerations, to it in hand paid at and before the sealing of these presents by Broadus L. Ballenger, (the receipt whereof is hereby acknowledged), has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Broadus L. Ballenger (subject to the restrictions hereinafter named), lot..... or parcel..... of land situate, lying and being in Glassy Mountain Township, Greenville County, State of South Carolina, known and designated as Lot S No. 23 & 26, in "M" Section on map of the property of CAROLINA MOUNTAINS, INC., known as "BLUE RIDGE FOREST," prepared by E. S. Draper, Engineer, April, 1926, and recorded in the office of the Register of Mesne Conveyances of Greenville County, South Carolina, in Plat Book ....., at Page .....

Beginning at an iron pin at the southeasterly edge of Fairmont Drive, said Drive being forty feet wide, and the Easterly corner of Lot No. 24 Section M, thence with the Southeasterly edge of Lot No. 24, Section M, in a southwesterly direction South forty-one degrees twenty-eight minutes West, One Hundred Fifty Five (155.0) feet to an iron pin, the Northerly corner of Lot No. 24, Section M and the Easterly corner of Lot No. 25, Section M; thence, still in a Southwesterly direction with the Southeastern edge of Lot No. 25, Section M, South forty degrees forty-eight minutes West, One Hundred and seventy and six tenths (170.6) feet to an iron pin in the Northerly edge of said Fairmont Drive, the Southerly corner of Lot No. 25, Section M, thence following the curve of said Drive in a Southwesterly direction, One Hundred twenty-five (125.0) feet to an iron pin at the Westerly corner of Lot No. 27, Section M, thence in a northwesterly direction with the Northeasterly edge of Lot No. 27, Section M, North forty degrees thirty-seven minutes East, one hundred seventy-seven and one tenth (177.1) feet to an iron pin, the Northerly corner of Lot No. 27, Section M, and the easterly corner of Lot No. 22, Section M, thence still in a Northwesterly direction, with the Northeasterly edge of Lot No. 22, Section M, North forty degrees thirty-three minutes East, One Hundred Forty Five (145.0) feet to an iron pin in the Southwesterly edge of Fairmont Drive, the Northerly corner of Lot No. 22, Section M, thence following the curve of said Drive in a Northeasterly direction, One hundred and two tenths (102.2) feet to an iron pin at the beginning.

References are hereby made to a plat of said property, prepared by A.A. Mesick, Engineer which is attached to this instrument and is hereby made a part of this description.

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 Broadus L. Ballenger, his Heirs and Assigns, forever.

And the said CAROLINA MOUNTAINS, INC., does hereby bind itself and its successors to warrant and forever defend, all and singular, the said Premises, unto the said Broadus L. Ballenger, his Heirs and Assigns, against itself and its successors and all other persons lawfully claiming or to claim the same or any part thereof.

This conveyance is made subject to the following conditions and restrictions, for a violation of the first of which the title shall immediately revert to the grantor or its successors, except as against lien creditors, and for a violation of the other conditions and restrictions the grantor shall have the right of re-entry, abatement suit and injunction, without liability for damages, to-wit:

FIRST—That the property conveyed herein shall not be sold, rented, leased or occupied by persons of negro blood, or to any corporation owned or controlled by persons of negro blood.

SECOND—That no use shall be made of any lot which will constitute a nuisance, or injure the value of neighboring property.

THIRD—That the property hereby conveyed shall be improved and used for residential purposes only, and each lot shown on the plat referred to shall be used for one residence only, and no flat, apartment house, hotel, duplex house or business house shall be erected thereon, or any building used therefor, except on Lots Numbers One to Nine, in Block "I," as shown on the plat of the Hogback Mountain Section, recorded in the office of the Register of Mesne Conveyances for Greenville County, where apartment houses, duplex houses and family hotels may be built, and except in sections specifically shown on said plat as set apart for special purposes, or as marked "Reserved."

FOURTH—That no residence shall be erected on Lot 23 or 26 in Block "M", costing less than Twenty Five Hundred Dollars, nor shall any residence of other buildings be erected or lot laid out until and after the plans for the buildings and arrangements of grounds shall have been approved by the company.

FIFTH—That no house or other structure shall be built on said lot nearer the front property line or street upon which it will face than the building line shown on said plat, nor nearer the side line of said lot than ten feet, nor nearer the rear line than five feet, except where rear building line is shown on said plat, and in that case no nearer than said line. This shall not be construed to include pergolas, arbors and open garden structures erected for ornamental purposes, but shall apply to service premises, and by service premises is meant any area used for wood yard, laundry yard or kitchen garden, and any areas enclosed for the keeping of poultry or stock.

SIXTH—That no re-subdivision of any part of the above described property, by sale or otherwise, shall be made to reduce more than ten (10%) per cent., in distance or area, from the lot as originally subdivided.

SEVENTH—That no signs, bill boards, or advertising boards or structures shall be placed on the lands included in the above described lot, except upon written permission of the Grantor, its successors and assigns.

EIGHTH—That the Grantor herein reserves the right to locate, construct, erect and maintain in the areas indicated on the plat as "easements," sewer and water pipe lines, conduits, poles and wires for public utilities, and in the absence of stated "easements" on the plat, shall have and is hereby given a right of way through the property hereby conveyed for sewer and water pipe lines, pole lines and conduits in connection with supplying utilities, light, power and telephone service, and also reserves the right of access at all times to such sewer and water pipe lines, conduits, poles and wires for the purpose of repairs and maintenance.

NINTH—That no surface closet or other unsanitary device for the purpose of disposal of sewerage shall be installed or maintained on the property hereby conveyed, the Grantor herein agreeing that, upon the written request of the owner of the said property, made at any time within ten years after the date of the execution of deed, it will install on the property herein conveyed, or on convenient adjacent property, a septic tank or other sanitary device for the disposal of sewerage, and said owner shall have the right to connect to and use the same; provided, however, in such event, the Grantor is to have the right, without reimbursement to the owner of the said property, 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.

TENTH—That the Grantor, its successors or assigns, shall have the right to change, alter or close up any street, avenue, road, drive or trail shown upon said map not adjacent to the lot described above, and not necessary to the full enjoyment by Grantee of the above described property, and shall retain the right and title to, and control of all streets, avenues, roads, drives or trails, subject only to the right of Grantee for the purpose of ingress and egress necessary to the full enjoyment of the above described property.

ELEVENTH—All of the building restrictions as above set forth shall be binding upon the owners of any part of this land and their respective heirs, successors and assigns, for a period of twenty-five (25) years from May 1st, 1926, and shall be continued automatically thereafter for periods of twenty (20) years, unless prior to the expiration of the first twenty-five (25) year period or any subsequent twenty (20) year period, the owners of a majority of the net acreage of the land hereby restricted, exclusive of the streets and parks, shall execute and acknowledge an agreement or agreements in writing, releasing the land from any or all of the above restrictions as to all of the land hereby restricted, and file the same for record in the office of the Register of Mesne Conveyances for Greenville County, South Carolina.

IN WITNESS WHEREOF, the said CAROLINA MOUNTAINS, INC., has caused these presents to be signed by its President and by its Secretary, and its corporate seal to be hereto affixed, this the 27th day of October, in the year of our Lord one thousand, nine hundred and twenty-eight and in the one hundred and ..... year of the Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Margaret Dauksday
B. B. McCowan

CAROLINA MOUNTAINS, INC., (SEAL)
L. C. Leitch, President
W. E. Pickens, Secretary

CORPORATE SEAL

STATE OF ~~SOUTH CAROLINA~~, North Carolina
County of ~~Greenville~~. Rock
PERSONALLY appeared before me Margaret Dauksday and made oath that he saw the within named CAROLINA MOUNTAINS, INC., by L. C. Leitch and W. E. Pickens its President and Secretary sign, seal, and as its act and deed deliver the within deed, and that she, with B. B. McCowan, in the presence of each other, witnessed the execution thereof.

SWORN to before me, this 27 day of October, A. D. 1928.
Effie C. McCowan (Seal)
Notary Public for ~~S. C.~~ N. C.
My commission expires May 24, 1929.

Margaret Dauksday

S. C. Stamps Cancelled $..... and ..... Cts.

STATE OF SOUTH CAROLINA,
County of .....
PERSONALLY appeared before me ..... and made oath that he saw the within named CAROLINA MOUNTAINS, INC., by ..... its ..... sign, seal, and as its act and deed deliver the within deed and that he with ..... witnessed the execution thereof.

SWORN to before me, this ..... day of ....., A. D. 192.....
..... (Seal)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County of Greenville.

FOR VALUE RECEIVED, the within described property, conveyed to Broadus L. Ballenger is hereby released from the lien of the Deed of Trust or Mortgage executed by the CAROLINA MOUNTAINS, INC., to THE CENTRAL NATIONAL BANK, of Spartanburg, as Trustee, dated April 1st, 1926, and recorded in the Office of the Register of Mesne Conveyances for Greenville County, in Mortgage Book 179, Page 1 et seq.

WITNESS the seal of THE CENTRAL NATIONAL BANK, of Spartanburg, and the signature of its Trust Officer, this the 2nd day of November, A. D. 1928.

Signed, Sealed and Delivered in the Presence of
H. J. Blackford
R. Stell Howard

THE CENTRAL NATIONAL BANK of Spartanburg, As Trustee
By J. S. Lewis (Seal)
Trust Officer.

STATE OF SOUTH CAROLINA,
County of Spartanburg.

PERSONALLY appeared before me H. J. Blackford, who being duly sworn, says that he was present and saw THE CENTRAL NATIONAL BANK, of Spartanburg, as Trustee, by T. S. Perrin, Trust Officer, sign, seal, and as its act and deed, deliver the above written Release, and that he, with R. Stell Howard, witnessed the execution thereof.

SWORN to before me, this the 2nd day of November, A. D. 1928.
R. Stell Howard (Seal)
Notary Public for S. C.

H. J. Blackford

Recorded Nov. 7 1928, at 8:00 o'clock A M.

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