WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C.   47253

STATE OF SOUTH CAROLINA, } **BOND FOR TITLE**
County of Greenville.

KNOW ALL MEN BY THESE PRESENTS, That CAROLINA MOUNTAINS, INC., a corporation organized and existing under and by virtue of the laws of the State of South Carolina, hereinafter known as party of first part, is held and firmly bound unto _M. C. Palmer and A. G._ of No._____ Street, City of _Tryon_, State of _North Carolina_ Jury hereinafter known as party of second part, in the full and just sum of _Sixteen Hundred_ Dollars, lawful money of the United States of America, to be paid by the said _M. C. Palmer and A. G. Jersey_ heirs, executors, administrators, or assigns, for the payment whereof, well and truly to be made, the party of the first part binds itself, its successors and assigns, firmly by these presents.

Sealed with its seal and dated the _third_ day of _June_, 1926.

THE PARTY OF THE FIRST PART, in consideration of the conditions and agreements hereinafter set forth and of the sum of _Sixteen Hundred ($1600.00)_ Dollars, to be paid by the parties of the second part, in the manner and at the time hereinafter set forth, hereby agrees to sell and convey, subject to the restrictions, conditions and reservations hereinafter set forth, to the parties of the second part, _their_ heirs or assigns, all that certain piece, parcel or lot of land, situate, lying and being in the subdivision known as BLUE RIDGE FOREST, in Glassy Mountain Township, Greenville County, State of South Carolina, known and designated as Lot No. _5_ in _"B"_ Section, on map of 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_____; also Lot No._____, in _____ Section, as shown on said map.

For exact information on above described property — see plat of same prepared by Geo. D. Price, engineer.

TOGETHER with the right of enjoyment of privileges and facilities afforded by parks, playgrounds and other places of amusement, and the privileges as are now or shall be set apart or laid out for the use and benefit of the joint owners and purchasers of Carolina Mountains, Inc., lands; and

WHEREAS, THE PARTIES OF THE SECOND PART, have by _their_ certain contract, dated _21st_ day of _May_, 1926, agreed to pay to the party of the first part the said sum of _Sixteen Hundred ($1600.00)_ Dollars, at the Central National Bank, Spartanburg, S. C., in the manner following, to-wit: _Four Hundred ($400.00)_ Dollars in cash at the time of the execution of said agreement, the receipt whereof is hereby acknowledged, and the remainder is to be paid in _four (4)_ payments, as evidenced by _four (4)_ negotiable promissory notes, dated _May 21st_, 1926, duly signed by the parties of the second part, payable to the party of the first part as follows: _Note No. 1 for $300.00 due December 1, 1926; Note No. 2 for $300.00 due June 1, 1927; Note No. 3 for $300.00 due December 1, 1927; and Note No. 4 for $300.00 due June 1, 1928._

said notes bearing interest from date at the rate of six per cent. per annum, payable semi-annually. Said notes further providing that if the party of the second part, his heirs or assigns, shall fail to pay any one of said notes when due, or any interest installment due thereon, the whole amount, both interest and principal, due under said series of notes and under said contract, shall become at once due and payable at the option of the party of the first part, its successors or assigns.

A CONDITION OF THE ABOVE OBLIGATION is such that if the above bound party of the first part, its successors or assigns, shall upon the payment of the full amount of the purchase price, both principal and interest, make and deliver to said parties of the second part, _their_ heirs or assigns, a good and sufficient deed to the above described premises in fee simple, with general covenants of warranty free from all encumbrances, subject, nevertheless, to the following conditions, restrictions and covenants which shall run with the land, 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 _5_ in Block _"B"_, costing less than _Twenty-five Hundred_ Dollars, nor shall any residence or 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 area 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 party of the first part, its successors and assigns.

EIGHTH—That the Company 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 party of the first part 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, the party of the first part herein 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 to connect and use the same; provided, however, in such event, the party of the first part 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—Party of the first part, 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 the party of the second part 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 the party of the second part 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 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.

A FURTHER CONDITION of the above obligation is that the party of the first part, its successors or assigns, guarantees the following improvements within a reasonable time:

FIRST—That it will provide surfaced all-weather roads for the use of the property herein described.

SECOND—That it will complete the Golf Course on Hogback Mountain and the maintenance of public parks designated on the recorded maps of the property.

THIRD—That it will complete all-weather surfacing on highway roads into the property from both the Appalachian and Buncombe Highways.

FOURTH—That when the property herein described is used for residence purposes, and upon the written request of the owner of said property, made at any time within ten years after the date of the execution of this contract, that it will install water, lights and sewerage facilities for the use of the property herein described.

Upon the performance by the party of the first part of the above conditions, then the above obligation shall become and be void and of no effect; otherwise to remain in full force and virtue.

Witness the seal of the CAROLINA MOUNTAINS, INC., and the signature of its proper officer, this the _3rd_ day of _June_, 1926.

Signed, Sealed and Delivered in the Presence of:

L. M. Grimm
C. L. Brewer

CAROLINA MOUNTAINS, INC. (SEAL)

By _R. C. Renick_ President-Treasurer.

[CORPORATION SEAL]

STATE OF SOUTH CAROLINA, }
County of Greenville.

Personally appeared before me _L. M. Grimm_ who, first being duly sworn, says that he was present and saw the within named Carolina Mountains, Inc., by _R. C. Renick_ its _President_, sign seal and as its act and deed deliver the within written instrument, and that he, with _C. L. Brewer_ witnessed the execution thereof.

Sworn to before me this _4_ day of _June_, A. D. 1926.

Clarence Peters (Seal)
Notary Public for S. C.
N. C.

L. M. Grimm

Recorded _June 20, 1927_, at _1:10_ o'clock _P._ M.

Com. expires Dec. 12, 1926.

END OF DOC