

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

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 hold and firmly bound unto Baud + White of No. Spartanburg Street, City of Spartanburg, State of South Carolina hereinafter known as party of second part, in the full and just sum of Thirty Two Hundred (\$3200.00) Dollars, lawful money of the United States of America, to be paid by the said Baud + White, their 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 12th day of May, 1926
THE PARTY OF THE FIRST PART, in consideration of the conditions and agreements hereinafter set forth and of the sum of Thirty Two Hundred (\$3200.00) Dollars, to be paid by the part 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 5 No. 19 + 20 in "A"

Section, on map of BLUE RIDGE FOREST, prepared by E. S. Draper, Engineer, April, 1926, and recorded in the office of the Register of Meane 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 the above described Property see Plat of same Prepared by Geo. W. Puse, 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, has, by their certain contract, dated the 12th day of May, 1926, agreed to pay to the party of the first part the said sum of Thirty Two Hundred (\$3200.00) Dollars, at the Central National Bank, Spartanburg, S. C., in the manner following, to-wit: Eight hundred (\$800.00) 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 eight (8) payments, as evidenced by eight (8) negotiable promissory notes, dated May 12th, 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 August 12, 1926; note no. 2 for \$300.00 due November 12, 1926; note no. 3 for \$300.00 due February 12, 1927; note no. 4 for \$300.00 due May 12, 1927; note no. 5 for \$300.00 due August 12, 1927; note no. 6 for \$300.00 due November 12, 1927; note no. 7 for \$300.00 due February 12, 1928; and note no. 8 for \$300.00 due May 12, 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 party 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 Meane 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 19 or 20 in Block "A" 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 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 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 right to connect to and use the same; provided, however, in such event, the party of the first part is to have no claim, without reimbursement to the owner of the said property, to connect to said septic tank or other sanitary device, one or more others 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 shall be binding upon the owners of any part of this land and their respective heirs, successors or 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 Meane 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 12th day of May, 1926

Signed, Sealed and Delivered in the Presence of:
Gertrude Shoff
Katherine H. Stearns
CAROLINA MOUNTAINS, INC.
By A. M. Law President & Treasurer.

STATE OF SOUTH CAROLINA,
County of Greenville. Paul Gertrude Shoff who, first
Personally appeared before me Gertrude Shoff
being duly sworn, says that she was present and saw the within named Carolina Mountains, Inc., by A. M. Law
its Treasurer sign seal and as its act and deed deliver the within written instrument, and that she,
with Katherine H. Stearns witnessed the execution thereof.

NOTARY PUBLIC
Sworn to before me this 12th day of July, A. D. 1926
J. H. Blewett (Seal)
Notary Public for S. C.
My Commission expires June 14, 1928
Recorded Sept. 27th 1926 at 8:20 o'clock A. M.

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