

the same; provided, however, in such event the Vendor 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.

Further, the Vendor, 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 Purchaser 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 Purchaser for the purpose of ingress and egress necessary to the full enjoyment of the above described property.

Further, 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 1, 1926, and shall be continued automatically (thereon for a period 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 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 Deeds conveyances for Greenville County, South Carolina.

Further, the Vendor herein guarantees to the Purchaser that within a reasonable time surfaced all weather roads, water, telephone lines and electrical connections will be provided for the use of the property herein described.

In the event of the failure of the Purchaser to make payment of any of the installments due upon said contract, or to pay any of the notes hereinabove described given to secure said payments, it is agreed that this contract shall become null and void at the option

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of the Vendor, and that the Vendor shall have the right to immediately take possession of the lot or lots herein conveyed, and retain all payments made thereon as liquidated damages.

It is agreed that time shall be of the essence of this contract, and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, successors, executors, administrators and assigns of the respective parties.

Witness the hands and seals of the parties hereto at Tryon, North Carolina the 20th day of June 1927.
 Carolina Mountains Inc. (Seal)
 By R. C. Remick - Vendor - President



In the presence of:
 Bertrude Shoff
 P. C. Smith
 State of North Carolina
 County of Polk.

Personally appeared before me Bertrude Shoff who first being duly sworn, says that she was present and saw the within named Carolina Mountains Inc. by R. C. Remick its President, sign, seal, and as its act and deed deliver the within written instrument and that she with P. C. Smith witnessed the execution thereof.

Sworn to before me this 20th day of June A. D. 1927.
 H. F. Shelmutt (S.S.)
 Notary Public for Polk Co. N.C.
 My commission expires May 12-1929.

Recorded August 11th, 1927 at 8:20 A.M.

END OF DOC.