

State of South Carolina
 County of Greenville
 Whereas, J. O. Patterson, as trustee, did on or about the 27th day of August, 1919, convey to W. S. Miller, by deed recorded in the Office of the Register of Deeds Conveyances for said County and State, in Deed Book 5-3, at page 146, all that lot, piece or parcel of land in Greenville Township, in said County and State, known as lot no. 38 of North Cherokee Park, beginning at the corner of lot 39, on the east side Boone Avenue, and running thence S. 28° 09' 27" with Boone Avenue Sixty feet to corner of lot no. 37; thence S. 62° 32' E. (109 1/2) feet to an alley; thence along said alley N. 27° 46' E. Sixty feet to corner of lot 39; thence N. 62° 32' W. (108 1/2) feet to the beginning corner; and whereas said deed contained the following words; It is understood and agreed that the Grantor reserves the right to place, along the streets and alleys of which said lot, shall sever pipes, electric wires, street car tracks and any lines or pipes for public utilities without compensating the Grantee or his heirs or assigns, and further, that no person of African descent shall be allowed to occupy or hold or enjoy said premises, and that these above conditions shall be declared to be conditions subsequent, a breach of which shall be construed to give the grantor, his successors and assigns, the right to reenter and take possession of said premises and eject the grantee; and whereas I am informed that J. S. Ashmore has purchased said lot and desires a modification of the above conditions; now, therefore, know all men by these presents that J. O. Patterson, as trustee, in consideration of the sum of one dollar paid to me by said J. S. Ashmore at and before the reading and delivery hereof (the receipt whereof is hereby acknowledged) do waive the right to re-enter and take possession of said premises upon a breach of condition, and do agree that the words above quoted shall not constitute a condition subsequent; but I do not waive any other rights reserved by me in the above mentioned deed; and this agreement is executed upon condition that the restriction against the holding or occupation of said

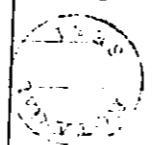
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premised by any person of African descent shall continue of full force (but not as a condition subsequent) binding said land and all owners and occupants thereof, and that said restriction may be enforced by proper legal proceedings by any purchaser of any portion of the subdivision known as North Cherokee Park, or his heirs or assigns, if aggrieved or injured by a violation thereof; it is all of which the said J. S. Ashmore does hereby agree, his agreement being evidenced by his acceptance of these presents.
 Witness my hand and seal this eleventh day of August, A. D. 1927.

J. O. Patterson (Seal) As trustee.
 Signed, sealed and delivered in the presence of;
 C. E. McManaway
 A. B. Carson

State of South Carolina
 County of Greenville
 Personally appeared before me A. B. Carson who first being duly sworn says that he saw the within named J. O. Patterson, as trustee sign, seal, and as his act and deed deliver the within written deed, and that he with C. E. McManaway witnessed the execution thereof.
 A. B. Carson.

Subscribed and sworn to before me this the 13th day of August, 1927.
 W. A. Gair (Seal)
 Notary Public for South Carolina.



Recorded August 16th 1927. At 10:10 A.M.

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