

State of South Carolina
County of Greenville

Know all Men By These Presents, That Title Guarantee and Trust Company (a corporation chartered under the laws of said State and having its principal place of business in the City of Greenville, in said County and State), as Trustee, for and in consideration of the sum of Four Hundred and Five (\$405.00) dollars to it in hands duly paid at and before the sealing and delivery of these presents by the grantee herein after named (the receipt whereof is hereby acknowledged), and for other good and valuable considerations, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto C. L. Drake, all those two certain lots, pieces or parcels of land situate, lying and being in the State of South Carolina, in Greenville County and Township, about three miles south-east of Greenville Court House, known and designated as lots numbered eighty-eight (88) and eighty-nine (89) of "Marshall Forest," according to a plat thereof made by Dalton & Neves, dated October, 1928, and recorded November 8, 1928, in the office of the Register of Meane Conveyances for said County and State, in Plat Book "H" at pages 133 and 134; being portions of the land conveyed to this grantor by M. B. Prevost and L. A. Patterson by deed dated March 27, 1923, and recorded in said office in Deed Book 85, at page 478.

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 grantee hereinabove named, and his heirs and assigns forever; subject however, to the following conditions, restrictions and covenants:

- (1) No part of said land shall be sold, rented or otherwise disposed of to any person wholly or partly of African descent until ninety-nine years have elapsed. Said land shall be used exclusively for residential purposes for white persons only (except as to servants of occupants) and shall never be used in any manner which may render neighboring property less desirable for residential purposes.
- (2) No building shall be erected on any part of said property until plans and specifications therefor have been approved by the Vendor. No part of any

building shall be less than thirty (30) feet from the front line, nor less than five (5) feet from the back line of any lot or pair of lots, nor less than two and one-half (2 1/2) feet from the outer side line of any lot or pair of lots. Only one dwelling, with its appurtenant buildings, shall be erected on any pair of lots as shown on said plat. Every residence shall be of five rooms and bath, or larger, and shall be substantially built on a solid foundation of brick, stone or concrete and be finished on the outside, and each frame house shall be painted or stained. No lot shall be subdivided prior to January 1, 1950, without the written consent of the Vendor.

(3) No surface closet or cesspool shall ever be used on said land; but the Vendor shall dispose of all sewage by septic tanks or other sanitary sewers of standard design; and all occupants of said land shall be governed by such reasonable sanitary rules and regulations as may be adopted from time to time by a majority of the owners of lands in said "Marshall Forest."

(4) The Vendor agrees to lay a water pipe, connecting with a public main, to a point within thirty (30) feet of land hereby sold, as soon as possible after the Vendor may require same for the purpose of building a residence. The Vendor reserves to itself and its successors and assigns the right to authorize the placing, maintaining, repairing and replacing of gas, water and sewer pipes, telephone, telegraph, light and power lines and any other instrument of public utility over or under any street, alley, park, or lot at any time, without compensation to any lot owners, except that the premises shall be left in as good condition as before.

The purchase price of said land has been reduced materially because of the foregoing, which are not conditions subsequent, but are to be deemed covenants running with the land and binding all owners and occupants thereof. By accepting this deed each grantee binds himself and his heirs and assigns to comply with all said conditions.

In witness whereof the said granting Corporation has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its President and Treasurer ^{F. A. Pittman} who is fully authorized under the by laws of said corporation to sign this deed) on this the 3rd day of Dec. in the year of our Lord, one thousand nine hundred and twenty-eight, and in the one hundred and 53rd