

State of South Carolina }
County of Greenville }

Plat of Conveyance
of Robert

whereas, The Cherokee Park Land Company was the owner of certain property near the city of Greenville, known as the Cherokee Park and South Cherokee Parks, in which property said Company did subdivide and sell in lots to various parties, among which were lots were conveyed to L. O. Patterson, as Trustee, as shown on plat thereof recorded in Plat Book "C", at pages 114, 115 and 116, and in Plat Book "C", at page 96; and

whereas, many of said lots have been used by L. O. Patterson, as Trustee, as that there are now a great many persons owning portions of said lots; and

whereas, in some of the deeds from L. O. Patterson, as Trustee, which deeds were intended to be absolute with certain restrictions for the benefit of adjoining land owners, as hereinafter set out, a clause was inserted through mistake reading as follows:

It is understood and agreed that the grantee reserves the right to place along the streets and alleys on which said lots abut, sewer pipes, electric wires, street car tracks and any lines or pipes for public utilities, without compensating the grantee at his time or assigns, and of 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 grantee, his successors or assigns the right to re-enter and take possession of said premises and eject the grantee, his heirs and assigns.

And whereas, it was intended to create by this clause certain restrictions for the benefit of adjoining land owners and not to create a conditional limitation, the violation of which would operate a forfeiture of the property;

Now, therefore, It should be known by these Presents that said L. O. Patterson, as Trustee, has hereby declared that it was not intended by the said deeds to create a conditional limitation upon said title, nor was it intended that the violation of said clause should create a forfeiture and a reversion of the property. In consideration of these premises and the sum of One (1.00) Dollar to me in hand paid, the receipt whereof is hereby acknowledged, I do hereby release, release and quitclaim unto all persons and corporations, respectively, now owning any of the said lots on which said conditions are imposed, and unto their heirs, successors and assigns, all right, title and reversionary interest in and to all the portions of said land owned by them, respectively, and do hereby covenant and bind myself, as Trustee, my successors and assigns, not to claim any reversionary right to any of said lots because of any past or future violation of said restrictions; provided that this release shall be without prejudice to any rights hereinafter vested in any purchaser of any of said lots.

In Witness Whereof, I have hereunto set my hand and seal this 15th day of February, 1932.

In the Presence of:
Walter R. Walker

L. O. Patterson (L. S.)
as Trustee

Jessie Power Crocker
State of South Carolina }
County of Greenville }

Personally appeared before me, Jessie Power Crocker, who, being duly sworn, says that she saw L. O. Patterson, as Trustee, sign, seal and set his seal and did deliver the within mentioned release, and that she, Jessie Power R. Walker, witnessed the execution thereof.

I swear to and subscribed before me this 16th day of February, A. D. 1932.

Jessie Power Crocker

W. W. Williams (L. S.)
Notary Public for South Carolina

Recorded Feb. 16, 1932 at 11:03 a. m.