

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

WHEREAS, I, C. P. Lanford, did heretofore on December 14th, 1921, by my deed which is recorded in the R. M. C. Office for Greenville County, S. C. in Deeds Volume 73, at page 371, convey to Guy Vaughan, Agent, all that certain lot of land situate on the north side of Hillcrest Drive near the City of Greenville, S. C., known and designated as Lot No. 3 of Block "F" on plat of Highland Terrace, which plat is of record in the R. M. C. Office for Greenville County, S. C. in Plat Book "E" pages 102, and 103; and

WHEREAS, the following conditions were imposed on said property by me, to-wit:-

- (1) That the property is not to be sold, rented or otherwise disposed of to any person or persons of African descent.
- (2) That no liquor or ardent spirits are to be sold on said property.
- (3) That no house shall be built on the said lot herein conveyed to cost less than Two Thousand (\$2,000.00) Dollars.
- (4) That no building shall be erected on said lot nearer than twenty-one (21) feet of the property line and same shall face Hillcrest Drive.
- (5) That no use shall be made of said lot, or any part thereof which would constitute a nuisance or impair the value of any of the neighboring lots.
- (6) That for breach of any of the conditions hereinabove mentioned the said lot of land herein conveyed shall revert to the grantors, their heirs and assigns; and

WHEREAS, the last mentioned restriction in said deed provided that the said conditions were conditions subsequent and that upon a violation of same title to the property would revert to the grantor, his heirs and assigns; and

WHEREAS, it was not intended by said conditions to create a conditional limitation, the violation of which would operate as a forfeiture or reversion of the title to the property, but it was the intention of the undersigned to create building restrictions for the benefit of all persons who purchased said lots, which restrictions could be enforced by the owner of any lot located on said plat above referred to; and

WHEREAS, Florence G. Marsh is now the owner of a portion of said lot hereinabove referred to and is negotiating a loan thereon from the Prudential Insurance Company, said loan to be secured by mortgage covering the portion of real estate hereinabove described; and

WHEREAS, the Company will not accept the property as security unless the conditions hereinabove referred to are released;

NOW, THEREFORE, in consideration of the premises and the further sum of One (\$1.00) Dollar paid to me, the said C. P. Lanford, the receipt of which is hereby acknowledged, I, the undersigned, hereby agree with the said Florence G. Marsh and the Company, as follows:-

(1) That I did not intend by the deed above mentioned to create a conditional limitation upon the title to said premises nor did I intend that the violation of the conditions would work as a forfeiture of the property, and said conditions are hereby expressly declared to be by way of building restrictions and are for the benefit of all persons who now own, and who may hereafter purchase, any lot located on the said plat above mentioned, and said restrictions may be enforced by the owner of any lot.

(2) That the said conditions, together with any right to declare a forfeiture or right to re-enter upon breach, referred to in said deed, are hereby released and waived from the entire property conveyed by my said deed hereinabove mentioned, so that in case of a breach of the conditions or either of them, that the title to said property shall not revert to me.

In witness whereof, the said C. P. Lanford has hereunto set his hand and seal this 29th day of May, A. D. 1937

In the presence of:

G. A. Jenkins.

C. P. Lanford (L.S.)

Delton Jenkins.

State of Florida,
County of Washington.

Personally appeared before me G. A. Jenkins, and made oath that he saw the within named P. C. Lanford sign, seal and as his act and deed deliver the foregoing written agreement and release, and that he with Delton Jenkins witnessed the execution thereof.

Sworn to and subscribed before me

G. A. Jenkins

this 29th day of May, A. D. 1937

Maurine Jones (L.S.)

Notary Public for Florida.

My commission expires: 1-20-1940.



Recorded this the 9th day of July, 1937 at 9:45 A. M. #8886