

TITLE TO REAL ESTATE

WALKER, FRAYS & COOKWELL CO. CHARLESTON, S. C. 9523

STATE OF SOUTH CAROLINA,
Greenville County.

KNOW ALL MEN BY THESE PRESENTS, That I, R. M. Gaine,

in the State aforesaid.

in consideration of the sum of ten (\$10.00) & no/100 DOLLARS,

and other valuable considerations

to me paid by Loring F. Kelly

in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release, unto the said Loring F. Kelly

all that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina.

known and designated as Lot No. 7 and the Western eight feet of Lot No. 8 according to plat of Addition No. 2 to Forest Hills made by Dalton and Neves in February 1939, recorded in the R. M. C. Office for Greenville County in Plat Book page and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the Southern side of Forest View Drive, 135 feet East of the Southeastern intersection of Longview Terrace and Forest View Drive, and running thence with Forest View Drive N. 64-30 E. 104 feet to a point; thence in a line parallel with the dividing line of Lots Nos. 7 and 8, S. 25-30 E. 170 feet to a point in rear line of Lot No. 8; thence along the rear line of Lots Nos. 7 and 8 S. 64-30 W. 72 feet to an iron pin; joint Southern corner of Lot No. 7 and lot belonging to Loring F. Kelley; thence along the dividing line of said lots N. 36-01 W. 172.9 feet to the point of beginning.

The above property is conveyed subject to the following restrictions:

- (1) The lot of land hereby conveyed shall be used exclusively for single family residences for white persons only, (except as to servants of occupants) and shall never be sold, rented, or otherwise disposed of to any person wholly or partly of African descent, or used in any manner which may render neighboring property less desirable for residential purposes.
- (2) No residence (other than outbuildings appurtenant to dwelling) costing less than \$5,000.00 shall be erected thereon prior to January 1, 1986.
- (3) The grantor, reserves to itself and its successors the right to 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, or park at any time without compensation to any lot owner; except that the premises shall be left in as good condition as before.
- (4) No surface closet or cess pool shall ever be used on said lot; but only septic tanks or other sanitary sewers and all occupants of said lot shall be governed by such reliable sanitary rules and regulations as may be adopted from time to time by a majority of the owners of the lots in said Forest Hills Addition #2 of which this lot is a part.
- (5) The said lot shall not be recut and only one dwelling shall be erected thereon.
- (6) No house may be erected on any lot in Forest Hills Addition #2 less than 45 feet from the street line.

The purchase price of said lot has been reduced materially because of the foregoing conditions which are not conditions subsequent but are to be deemed covenants running with the land and binding all owners and occupants thereof. They may be enforced by proper proceeding by any owner or occupant of any lot in Forest Hills Addition #2 as well as by this grantor, since they are for the benefit of all persons in the neighborhood. By accepting this deed, each grantee binds himself and his heirs and assigns to comply with all of said conditions, such conditions being a part of a general plan, which plan has been adopted by the grantor and is applicable to all grantees purchasing lots in Forest Hills #2 Development.

(7) Paragraph 5 above is not intended to prevent cutting off and conveying a small portion or portions of the within described lot provided the frontage of said lot is not reduced to less than 75 feet and provided further that each dwelling erected shall be upon a lot of at least 75 foot frontage.

The grantor agrees to pay all 1941 taxes.

For Release to this Deed See Page 129 in this Book.