

TITLE TO REAL ESTATE

State of South Carolina,
County of Greenville.

This Agreement made and entered into by and between Eliza D. Ware hereinafter called the Seller and C. D. Hughes hereinafter called the Purchaser, at the City of Greenville, S. C., this 17th day of October, 1941, Witnesseth:

That said Seller does hereby covenant and agree to sell to the said Purchaser that certain lot of land hereinafter described and to convey to the said Purchaser by a good fee simple deed to the lot of land hereinafter described when the said Purchaser has paid to the said Seller one-half of the purchase price of said lot of land. And the said Purchaser does hereby covenant and agree and does bind himself, his heirs, executors, administrators and assigns to pay to the said Seller the sum of \$500.00 (\$) dollars for the said lot of land hereinafter described. The sum of \$25.00 (\$) dollars has been paid to the said Seller in cash upon the execution of this contract, the receipt of which is hereby acknowledged and does agree to pay to said Seller the sum of \$10.00 (\$) dollars per week commencing on the first day of Oct. 25th, 1941 with interest thereon at 5% per annum to be computed and paid annually.

It is understood and agreed that when the said Purchaser has paid to the said Seller one-half of the purchase price that the said Purchaser shall have the right to demand a deed for the lot of land hereinafter described and give to said Seller a purchase money mortgage for the remaining one-half of the purchase price to be paid at the rate of \$10.00 (\$) dollars per week with interest thereon at 5% per annum.

The following is a description of the property:

Being lot #21 of a subdivision of property of Mrs. Eliza D. Ware West of the City of Greenville and having a frontage of 125 feet on View Point Drive Road and a depth of 400 feet, according to plat made by Dalton & Neves Oct. 1941. It is further agreed that said Seller is to put a 2 inch water line in front of said lot as soon as the war emergency is over so that the piping can be secured.

It is further understood and agreed that time is of the essence of this contract and that should said purchaser be in arrears of any one of the monthly payments as herein provided for a period of 60 days that said Seller shall have the right to declare said contract null and void and all rights of the purchaser thereunder terminated, and any sums of money received by said Seller shall be retained by said Seller as liquidated damages, and that said Seller shall have the further right to re-enter the premises and take the same by title paramount.

It is understood and agreed that upon the delivery of the said deed to the said purchaser the following restrictions will be incorporated in said deed and binding upon said purchaser.

- (1) That the said land shall be sold to white persons only and that the said land shall never be sold, rented or otherwise disposed of to any person wholly or partly of African descent.
- (2) That no building shall be erected on said lots costing less than the sum of \$2,000.00.
- (3) That no building shall be erected nearer the front line of said lot than 50 feet nor nearer than 15-feet from either side line or nearer than five feet from the rear line of said lot.
- (4) That the grantor reserves to itself and its successors the right to authorize the placing, maintaining and repairing of any and all public utilities in the streets without compensation to any lot owner.
- (5) That no surface closet nor cess pool shall ever be maintained on said land, but only septic tanks or other sanitary sewerage.
- (6) That no use shall be made of said lot which would constitute a nuisance to the adjoining lot owner.

In witness whereof the parties have hereunto set their hands and seals upon the day and year last above written.

In the Presence of:

J. M. Woods
Lewis E. Cook

Eliza D. Ware
BY: Arthur S. Agnew, Agent.
C. D. Hughes
Purchaser

State of South Carolina,
County of Greenville.

Personally appeared before me Lewis E. Cook and made oath that he saw the within named Arthur S. Agnew as Agent for Eliza Ware and C. D. Hughes sign seal and as his her their act and deed, deliver the within instrument, and that he with J. M. Woods witnessed the execution thereof. Sworn to before me this 3 day of Nov. A. D. 1941.

Hubert E. Nolin (SEAL)
Notary Public S. C.

Lewis E. Cook

S. C. Stamps 20¢

Recorded November 3rd, 1941 at 4:38 P. M. #15979 BY:E.G.