

TITLE TO REAL ESTATE

45782 PROVENUE-J. BRADY CO.-GREENVILLE

THE STATE OF SOUTH CAROLINA,)
 COUNTY OF GREENVILLE.)

KNOW all men by these presents that I, Andrea C. Patterson, of Greenville County, in the state aforesaid, in consideration of the sum of three hundred and fifty dollars to me in hand paid at and before the sealing of these presents by the grantee hereinafter named (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto Clarence W. Fuller all that certain lot, piece or parcel of land situate, lying and being in said state and county, not quite two and one-half miles slightly south of west of the county court house in the City of Greenville, known and designated as Lot number six (6) on Dalton & Neves' plat of April, 1942, recorded in the office of the Register of Mesne Conveyances for said county in Plat Book "K", page 128, and having, according to said plat, the following metes and bounds, to wit: beginning at an iron pin on the west side of Washington Avenue, 421 feet, more or less, from the junction of said avenue and the White Horse Road (said pin being on the southeast corner of Lot No. 7), and running thence S. 68 W. 140.6 feet to an iron pin on the rear line of Lot No. 13; thence S. 3-55 E. 63.1 feet along rear lines of Lots Nos. 13 and 14 to an iron pin on the northwest corner of Lot No. 5; thence N. 68 E. 160.2 feet along line of Lot No. 5 to an iron pin on Washington Avenue; thence along said avenue N. 22 W. sixty (60) feet to the beginning corner; this being a part of the land conveyed to me by Southern Guaranty and Trust Company, as trustee, on August 18th, 1945, by deed recorded in said office in Book 279, at page 214. It is understood and agreed that said grantee will pay the taxes on said premises for the year 1945.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining. To have and to hold all and singular the premises before mentioned unto the said grantee and his heirs and assigns forever; subject, nevertheless, to the following covenants, which said grantee, by accepting this deed, binds himself to fulfil, to wit:

1. No part of said premises shall be sold, rented or otherwise disposed of to or occupied by any person wholly or partly of African descent.
2. No whisky, beer or other spirituous liquor shall be sold or disposed of nor shall any noxious or offensive trade or activity be carried on upon any portion of said premises, nor shall anything be done thereon which may annoy neighbors or render other premises in said block of land less desirable for residential purposes. The word "Block" used in this covenant as a description of the area to be affected by these restrictions, shall be deemed to include all the land bounded by Washington Avenue, the Old White Horse Road and Gordon Street, except the lot measuring 200 feet by 200 feet in the southeast corner thereof, conveyed to Jones R. West by deed recorded in said office in Book 79, page 335.
3. All buildings on any part of said premises shall be substantial and of good appearance, and said premises shall be maintained in neat and attractive condition.
4. These covenants shall run with the land and bind said grantee and all persons claiming under him until the last day of December, 1985, at which time said restrictions shall be automatically extended for successive periods of ten (10) years each unless, by vote of the then owners of all lots in said block, it be agreed to change some or all of said restrictions, in whole or in part.
5. Said grantee and his heirs, executors, administrators and assigns shall be amenable to such reasonable sanitary rules and regulations as may be agreed upon from time to time by a majority of the property owners, in said block.
6. As these covenants are intended for the protection of all such owners, it shall be lawfully for any of them to institute and prosecute any proceedings at law or in equity against any person or persons or corporations who may violate or attempt to violate any such covenant, for the purpose of preventing such violations or of recovering damages or other dues therefor.

Said premises are also conveyed subject to the terms of the "clearance permit" granted to Southern Bell Telephone and Telegraph Company, Inc., dated April 16, 1942.

Witness my hand and seal, this twenty-eight day of August, in the year of our Lord one thousand, nine hundred and forty-five, and in the one hundred and seventieth year of the independence of the United States of America.

Signed, sealed and delivered)
 in the presence of)
 W. E. Holbrook)
 B. A. Morgan)

Andrea C. Patterson (L.S.)

For value received, Lot number 6, conveyed to Clarence W. Fuller by the foregoing deed, is hereby released from the liens of the following mortgages: (1) The mortgage executed to Arthur M. Taylor, dated February 1, 1923, and recorded in office of Register of Mesne Conveyances for Greenville County, S. C., in Book 87, page 159; (2) The mortgage executed