

(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 lots in said Forest Hills.

(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 less than forty-five feet from the street line.

(7) 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 and occupant of any lot in Forest Hills, as well as by these grantors, 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 Hill Development.

(8) 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 90 feet and provided further that each dwelling erected shall be upon a lot of at least 90 feet frontage.

The Grantees herein agree to pay the taxes for 1952.

The Grantees herein further agree to assume and pay the balance due on a mortgage given by William Herbert Lipscomb to C. Douglas Wilson & Co. in the principal sum of \$13,500.00, dated October 23, 1948, and subsequently assigned by C. Douglas Wilson & Co. to the Metropolitan Life Insurance Company, said mortgage being recorded in the R.M.C. Office for Greenville County, S. C. in Mortgage Book 403 at page 479. The balance due on said mortgage as of this date being \$11,758.71.

The above described land is the same conveyed to me by R. M. Caine and Calvin F. Teague on the 11th day of May 19 46 deed recorded in office of Register of Mesne Conveyance for Greenville County, in Book 291 Page 363.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said

Paul A. Guthrie and Louise T. Guthrie, their

heirs and assigns forever.

AND I do hereby bind myself, my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said

Paul A. Guthrie and Louise T. Guthrie, their

heirs and assigns against me and my heirs and every other person whomsoever lawfully claiming, or to claim the same or any part thereof.