

THIS CONTRACT AND AGREEMENT, made and entered into this 29<sup>TH</sup> day of June, 1948, by and between

Carolina Land and Construction Co., Inc. hereinafter called the Seller, and  
Mrs. Kate Finley  
202 Pendleton St. Greenville, S. C.  
hereinafter called the Purchaser, WITNESSETH;

The Seller contracts and agrees to sell to the Purchaser; and the Purchaser hereby contracts and agrees to buy at the price and upon the terms hereinafter set forth for the following lot or lots situated in the County of Greenville, State of South Carolina.

Lot(s) 1-2-20 Block "D"  
1-3-14-15 Block "E"  
1-2-3-4-5-6 of "A"

**BLUE SKY PARK**

a subdivision as shown by map or plat duly recorded in the office of the Register of Mesne Conveyance, Greenville County, South Carolina.

It is mutually agreed by and between the parties hereto that the property herein described is subject to the following restrictions, covenants and reservations which shall be binding on the parties hereto and all persons claiming under them, to-wit:

1. No buildings other than a single family residence, except garages, garage apartments or other small buildings used for domestic purposes solely, shall be built, erected, or moved upon said land, except on lots 7 thru 15, Block "B" of said addition, where multiple family units may be constructed.
2. No part of any structure built upon said land shall be nearer to the front property line on any street than thirty feet, or nearer any side property line than five feet.
3. No buildings shall be built, erected, or moved upon any lot which has less than fifty feet of street frontage.
4. The premises shall not be owned or occupied by Negroes or persons of Negro blood, provided that this shall not be construed to prevent the living upon the premises of any person who is employed for domestic purposes by the occupants of the dwelling on said land.
5. No fences which exceed three feet in height shall be built, erected or moved upon the premises nearer than thirty feet from the front property line.
6. No residence containing less than <sup>700</sup> square feet, exclusive of porches and garages, shall be built, erected or moved upon the premises. If not of masonry construction, all structures shall, before being occupied, be painted on the exterior with two coats of paint, nor shall any structure be occupied as a dwelling unless restriction number seven, immediately following, has been complied with. This shall not be construed to mean that an apartment adjoining or above a garage may not be built at any time upon the rear one-third of the premises.
7. No outside toilet, or privy, shall be installed or maintained on the premises, and all plumbing shall be connected with a sanitary sewer or septic tank, which shall at all times be maintained in a proper sanitary condition.
8. No noxious, offensive, unlawful, or immoral use shall be made of the premises.
9. No house, building, structure of any nature, or the premises shall be used as a business room, or for any commercial or business purpose whatever.
10. No swine, goats, or other noxious or dangerous animals shall be kept on the premises.
11. No building shall be covered with tin or roll roofing.
12. All covenants binding upon the purchaser or his successors, heirs and assigns, except the fourth covenant, which shall be perpetual, shall conclude and expire January 1, 1998, and all covenants on the part of the purchaser shall be binding upon the purchaser, his heirs, assigns, executors and administrators.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

The purchase price which the Purchaser contracts and agrees to pay for the above described property is the sum of \$1800.00 which money shall be paid as follows: \$500.00 in cash, the receipt of which is hereby acknowledged, and the balance of \$1300.00 shall be paid in equal monthly installments of not less than \$20.00 each due and payable on the 16<sup>TH</sup> day of each month after date, including interest at the rate of 6% per annum on the deferred balance, and any interest due shall be deducted from the monthly payments.

Other Conditions: None

The Seller hereby agrees that when the full purchase price has been paid, and at the various times specified, it will at that time cause to be delivered to the Purchaser a General Warranty Deed, duly signed and acknowledged, which shall guarantee title to be free and clear of all encumbrances, subject only to such indebtedness as may be acknowledged by Purchaser except the restrictions and reservations above mentioned, and to utility easements of record. Taxes to be paid by the Purchaser after date of Purchase.

In the event of default of any of said payments as provided herein or breach of any of the terms or conditions of this contract or violation of any of the conditions and restrictions herein contained then the Seller shall have the right to cancel said contract in its entirety and declare the whole of said deferred payments due, and in the event the Seller desires to declare the full amount due and said contract cancelled, it is understood that the said Seller or its assigns shall address a letter of cancellation to the Purchaser at the above mentioned address and the said letter of cancellation shall be sufficient notice and the Seller may at once enter upon said property and take possession thereof, and all payments made by purchaser shall be kept and retained by Seller not as a penalty but as liquidated damages for breach of this contract and as rental charges for the above property.

In the event the Purchaser shall become sick and on account of such sickness be unable to follow his usual vocation, and shall furnish proof of same by a reputable, practicing physician or other creditable proof, then in that event the monthly payments shall be suspended during the continuance of such disability, but in no case shall the payments be suspended for more than three months in any one year.

It is understood and agreed by the Purchaser that no representations have been made to the Purchaser concerning said property other than have been embodied in this agreement; and it is agreed that no representations or statements except as herein written shall be binding upon said Seller, Purchaser, or their representatives.

EXECUTED in duplicate originals this 29<sup>TH</sup> day of June, 1948  
Carolina Land and Construction Co., Inc.

WITNESSES:

By R. J. Sutton V.P.

1. Mrs. C. H. Hatley

Purchaser—Husband

2. Mrs. Bessie Renshaw

Mrs. Kate Finley

Purchaser—Wife

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