

( Contract )

State of South Carolina,  
Greenville County.

This contract and agreement made and entered into this the 10th day of Jany. 1918, by and between Chas. French Toms and John L. Orr, Witnesseth:

That the said John L. Orr, has this day rented from said Toms his Greenville Farm, known as the "Pink McBee Place" now cultivated by him adjoining the lands of Rothschild, Dr. Pack, S.L. McBee, et-al., upon the terms and conditions of rental as follows:

That the said John L. Orr, rents for standing rent, paying to the said Toms the first Five Thousand Pound of good middling lint cotton baled, which is picked on said place in the year 1918.

That said Orr takes the place as it now stands, and agrees that this contract shall not affect the present contract as to wheat now outstanding, which contract as to wheat shall be good, but the balance of such former contract entered into between M.C. and C.F. Toms for the year 1917 and 1918, shall be superceded by this one.

That the said Toms shall have the right to seed any of the land in the fall of 1918 where the said seeding does not interfere with the growing crops thereon.

That said Toms shall be put to no expense whatever in the making of the crop of 1918, covered herein, but it is agreed that the said Orr shall make the crops, and finance the same without any expense to said Toms whatever and render to him the said Five Thousand Pounds of good middling lint cotton as rental.

That this contract shall apply to the crop of 1918 and it is understood and agreed that the said Orr, shall without notice deliver to the said Toms, the said premises on the 1st day of January 1919.

This Jany. 10th, 1918.

Signed, sealed and delivered (Rev. Stamp cancelled 50 ¢)

in the presence of:

J.L. Pace,

John L. Orr, (Seal)

B.F. Hood.

Charles French Toms, (Seal)

State of North Carolina,  
County of Henderson.

Personally appeared before me J.L. Pace who made oath that he saw the within named John L. Orr sign, and seal and as his contract act and deed, deliver the within written instrument and contract and that he with B.F. Hood witnessed the execution thereof.

This Jan. 10, 1918.

Sworn and subscribed to before me  
this 10th, day of Jany. 1918.

J.L. Pace.

C.P.C. Pace, Clerk of the Superior Court  
of Henderson County, North  
Carolina.

Recorded January 14th, 1918.

( Deed )

State of South Carolina,  
County of Greenville.

Whereas, by virtue of a decree of the Court of Common Pleas for the County and State aforesaid in the case of Ethel Y. Perry, Plaintiff, vs Willie Hayne Perry, Benjamin F. Perry, Jr., Hext M. Perry Elizabeth F. Perry, James Y. Perry, Beattie Perry Young and T.B. Young, Defendants (see Judgment Roll 3917), which decree bears date of April 30th, 1914, the title to a certain tract of land belonging to the parties to the said action (of which tract the hereinafter described premises are a part) was vested in the Carolina Loan & Trust Company ( a corporation duly organized and existing under the laws of the said State) as trustee for the aforementioned parties, with full power in the said trustee to sell the same or any part thereof, as will more fully appear by reference to said decree.

Now, Therefore, Know all men by these presents, that in the exercise of the said power of sale the Carolina Loan & Trust Company, for and in consideration of the sum of Seven hundred (700) Dollars to it in hand duly paid at and before the sealing and delivery of these presents by the grantee, hereinafter named ( the receipt whereof is hereby acknowledged), has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto R.R. Scales all that certain lot of land situate in the County of Greenville, State aforesaid, known as lot numbered fourteen in Hext M. Perry' sub-division of fourteen acre tract of land on the Buncombe Road about two miles North of the City of Greenville, known as Sans Souci Park, as per plat recorded in office of Register of Mesne Conveyance for said County and State, in plat book "C", page 158 and having the following lines, courses and distances, to-wit:

Beginning at stake on eastern edge of Perry Road at the southeastern corner of intersection of said Perry Road and McCall Street and running thence with Perry Road S. 23-30 E. sixty-six (66) feet to stake; thence S. 55-54 E. two hundred and ten (210) feet to stake; thence N. 23-30 W. sixty-six (66) feet to stake on McCall Street; thence with McCall Street N. 55-54 E. two hundred and ten (210) feet to the beginning corner, reference being hereby had to said plat for a full description thereof. Upon the following conditions, however, which are a part of the consideration for this deed, and are hereby declared to be conditions subsequent, to-wit:

1. That the premises, nor any part thereof, shall not be sold, rented, or otherwise disposed of to any person of African descent.
2. That until the expiration of twenty (20) years from date the premises shall be used for residence purposes only.
3. That no building shall be erected nearer the Perry Road than twenty-five (25) feet; and no dwelling shall be erected on the premises, nor any part thereof, at a cost of less than one thousand five hundred dollars.
4. That no use shall be made of said lots, nor any part thereof, which shall constitute a nuisance.
5. That the grantor reserves the right to place or authorize the placing of electric, telephone or telegraph poles, water pipes, or any other work of utility in or along any of the roadways, streets, or the back line of any lot without compensation to lot owner.

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

(over)