

State of South Carolina,
County of Greenville.

Whereas, Hicks Jones departed this life in December, 1930, testate, leaving surviving him as his sole heirs-at-law and devisees his wife, Larrett Jones, and the following children; A. W. Jones, A. K. Jones, E. L. Jones, Emma Jones Trammell and Mary Jones Gillispie; and,

Whereas, he died seized and possessed of a lot of land hereinafter described, over which land there were two mortgages hereinafter mentioned; and,

Whereas, the said devisees and heirs at law are unable to keep up the interest payments or to pay the principal of said mortgages and have no equity in said lands and are desirous of being relieved from any obligation to pay either principal or interest on said obligations and are willing to deed said land to The Peoples National Bank of Greenville, South Carolina, as Trustee, upon the terms hereinafter stipulated; and,

Whereas, said devisees and heirs-at-law have requested the Executors of the Estate of Hicks Jones, deceased, to join in said deed;

Now, Therefore, Know all men by these presents, That we, E. L. Jones and Amos K. Jones, as Executors of the Estate of Hicks Jones, deceased, and Larrett Jones, A. W. Jones, A. K. Jones, E. L. Jones, Emma Jones Trammell, and Mary Jones Gillispie, heirs-at-law and devisees of Hicks Jones, deceased, for and in consideration of the recitals and One Dollar (\$1.00) to them in hand paid at and before the sealing of these presents by The Peoples National Bank of Greenville, South Carolina, as Trustee, (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said The Peoples National Bank of Greenville, South Carolina, as Trustee,

All that parcel, piece, or lot of land with the buildings and improvements thereon, situate, lying and being in the subdivision known as "Northgate", lying and being in Greenville Township, Greenville County, State aforesaid, and being known and designated as Lot 18 of Block "B", of the lands of the Utopian Developing Company, as per plat of C. M. Furman, Jr., C. E. made June 1926, said plat being recorded in the R. M. C. office for Greenville County in Volume "G", at pages 135-136. Being the same lot of land conveyed to me by Utopian Developing Company by deed dated April 18, 1929, and recorded in the R. M. C. Office for Greenville County in Volume 138, at page 7.

This property is conveyed subject to the mortgage of Hicks Jones to South Carolina Security Company, in the sum of Four Thousand, Seven Hundred Fifty Dollars (\$4,750.00) which mortgage is recorded in the R. M. C. Office for Greenville County in Real Estate Mortgages Volume 208, at page 25, and the mortgage of Hicks Jones to Utopian Developing Company, in the sum of Two Thousand Five Hundred Dollars (\$2,500.00) which is recorded in the R. M. C. Office for Greenville County in Real Estate Mortgages Volume 182, page 126, it being expressly understood and agreed that the grantee does not assume and agree to pay the principal or interest represented by said mortgages.

Further, this property is conveyed subject to the following building restrictions:

- (1) The property herein conveyed, or any part thereof, shall never be sold, rented or otherwise disposed of to any person having any percentage of negro blood.
- (2) The said property shall not be used at any time from any business purpose, or for anything which would constitute a nuisance.
- (3) The property herein conveyed shall never, at any time, be recut or subdivided so as to face in any other direction than as shown on the plat of the same.
- (4) No building shall ever be erected upon said property nearer than 40 feet to the present line of the street upon which it faces.
- (5) No building (other than outbuildings appurtenant to a dwelling) costing less than twice the cost of the lot shall be erected upon the said property.

Together with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

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To have and to hold all and singular the premises before mentioned unto the said The Peoples National Bank of Greenville, South Carolina, as Trustee, its successors and assigns, in trust. To hold title to said lands, to collect the rents and profits and sell and convey the same at such time and upon such terms as said Trustee may deem advisable and to apply the net proceeds, whether the same be from rents and profits and/or from sale of the premises, upon the indebtedness now over said lot, and the balance, if any, to be applied upon the indebtedness of Utopian Developing Company to The Peoples National Bank of Greenville, South Carolina, as Trustee.

And we do hereby bind ourselves and our heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the said premises unto the said The Peoples National Bank of Greenville, South Carolina, as Trustee, its successors and assigns in trust, against ourselves and our heirs and successors and against every persons whomsoever lawfully claiming or to claim the same or any part thereof.

Witness our hands and seals this 15 day of June in the year of our Lord one thousand, nine hundred thirty one, and in the one hundred fifty fifth year of the Independence of the United States of America.

Signed, sealed and delivered in the presence of:

W. T. Henderson
W. C. Goodwin

As to E. L. Jones & Amos K. Jones
As executor of the Estate of Hicks Jones deceased
and as to E. L. Jones, Amos K. Jones,
Larrett Jones, Mary Jones Gillispie,
and Arthur W. Jones.

E. F. Thames
As to Emma Jones Trammell.
R. E. Niven, Jr.
As to Emma Jones Trammell.

E. L. Jones. (L.S.)
Amos K. Jones (L.S.)
As Executors of the Estate of Hicks Jones,
Deceased.

- E. L. Jones ✓ (L.S.)
- Amos K. Jones ✓ (L.S.)
- Larrett Jones ✓ (L.S.)
- Mary Jones Gillispie ✓ (L.S.)
- Arthur W. Jones ✓ (L.S.)
- Emma Jones Trammell (L.S.)

State of South Carolina,
County of Greenville

Personally appeared before me W. T. Henderson, and made oath that he saw the within named E. L. Jones and Amos K. Jones, as Executors of the Estate of Hicks Jones deceased, sign, seal and, as their acts and deeds, deliver the within written deed, and that he with W. C. Goodwin, witnessed the execution thereof.
Sworn to before me this 15 day of June, 1931.
W. T. Henderson.

W. C. Goodwin, (L.S.)
Notary Public for South Carolina.

State of South Carolina,
County of Greenville.

Personally appeared before me W. T. Henderson, and made oath that he saw the within named Larrett Jones, A. W. Jones, A. K. Jones, E. L. Jones, and Mary Jones Gillispie sign, seal and, as their act and deeds, deliver the within written deed, and that he with W. C. Goodwin, witnessed the execution thereof.
Sworn to before me this 15 day of June, 1931 A. D.
W. C. Goodwin (L.S.)
Notary Public for South Carolina.

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