

THE STATE OF SOUTH CAROLINA
County of Greenville.

WHEREAS, Fannie McD. Davenport, et al., did on the 15th day of March 1920, convey to Melville C. Westervelt, as Trustee, a tract of 32.5 acres of land in the County and State aforesaid, the deed to which is duly recorded in the R. M. C. Office for Greenville County in deeds, Vol. 68, page 82, and; Whereas said deed to Melville C. Westervelt, as Trustee, among other things provided that he should sell and convey the said tract of land as a whole or in parcels, the purchaser or purchasers of said lands not to be bound to see to the application of the purchase money or any part thereof, and; Whereas, Melville C. Westervelt, as Trustee, has had said tract subdivided into building lots as is shown by a plat of record in the R. M. C. Office for Greenville County in Plat Book "F," page 23, for the purpose of selling same.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That I, Melville C. Westervelt, as Trustee, under and by virtue of the authority and powers vested in me by the said deed aforesaid for and in consideration of the sum of Ten Dollars and other good and valuable considerations Dollars, to me, as Trustee, in hand paid at and before the sealing of these presents by J. I. Westervelt

(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 J. I. Westervelt

All that certain lot or parcel of land situate, lying and being in Greenville Township, County and State aforesaid, near the City of Greenville, known and designated as lot No. 36, 37, 38 of the subdivision known as Augusta Circle as shown on a plat of record in the R. M. C. Office for Greenville County, South Carolina, in the Plat Book "F," page 23, and having according to said plat, the following metes and bounds, to-wit: Lot No. 38: Beginning at an iron pin on the east side of Waccanaw Ave., joint corner of lots Nos. 38 and 39 and running thence with the eastern side of Waccanaw Ave. N. 21-35 E. 50 feet to an iron pin, the joint corner of lots Nos. 37 and 38; thence with the joint line of lots Nos. 37 and 38, S. 71-35 E. 166.36 feet to an iron pin in line of Davenport property; thence with the Davenport property line S. 21-35 W. 50 feet to an iron pin, joint corner of lots Nos. 38 and 39; thence with the joint line of said lots N. 71-35 W. 165.36 feet to the point of beginning. Lot No. 37: Beginning at an iron pin on the east side of Waccanaw Ave., the joint corner of lots Nos. 37 and 38, and running thence with the eastern side of Waccanaw Ave. N. 21-35 E. 50 feet to an iron pin, the joint corner of lots Nos. 37 and 36; thence with the joint line of lots Nos. 37 and 36, S. 71-35 E. 166.36 feet to an iron pin in line of Davenport property; thence with the Davenport property line S. 21-35 W. 50 feet to an iron pin, the joint corner of lots Nos. 37 and 38; thence with the joint line of said lots N. 71-35 W. 166.36 feet to the point of beginning. Lot No. 36: Beginning at an iron pin on the east side of Waccanaw Avenue, joint corner of lots Nos. 36 and 37 and running thence with said Waccanaw Ave. N. 21-35 E. 50 feet to an iron pin, joint corner of lots Nos. 35 and 36; thence with the joint line of lots Nos. 35 and 36 S. 71-35 E. 166.36 feet to an iron pin, in line of Davenport property; thence with the Davenport line S. 21-35 W. 50 feet to an iron pin, the joint corner of lots Nos. 36 and 37; thence with the joint line of said lots, N. 71-35 W. 166.36 feet to the point of beginning.

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 J. I. Westervelt and his

Heirs and Assigns forever.

Nevertheless, upon the following conditions however, which conditions are part of the consideration for this deed and are expressly for the benefit of all owners of lots as shown on said plat above referred to, to-wit:

- (1) No buildings shall be erected nearer to the abutting sidewalk than twenty feet, except on lots Nos. 23 to 39, inclusive.
- (2) The facing of the lots as shown on said plat shall be strictly adhered to, however more than one lot may be used for the purpose of erecting a dwelling.
- (3) The property herein conveyed shall never be sold, rented or otherwise disposed of to negroes or persons having any percentage of negro blood.

And I do hereby bind myself as Trustee, and my successors in office to warrant and forever defend all and singular the said premises unto the said J. I. Westervelt and his Heirs and Assigns, against myself as Trustee and my successors in office and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand and seal, this first day of February in the year of our Lord one thousand, nine hundred and twenty-three in the one hundred and forty-seventh year of the Independence of the United States of America.

Signed, sealed and delivered in the presence of J. Frank Hollingsworth, A.M. Rickman, } M. C. Westervelt (L.S.)
As Trustee.

Stamps \$2.00

THE STATE OF SOUTH CAROLINA,
Greenville County.

PERSONALLY appeared before me J. Frank Hollingsworth and made oath that he saw the within named Melville C. Westervelt, as Trustee sign, seal and as his act and deed deliver the within written deed, and that he with A.M. Rickman witnessed the execution thereof.

SWORN TO before me this 1st day of February A. D. 1923.
A.M. Rickman (L.S.)
Notary Public of South Carolina.

Recorded April 6th, 1923.

END OF Doc.

THE STATE OF SOUTH CAROLINA
County of Greenville.

WHEREAS, Fannie McD. Davenport, et al., did on the 15th day of March 1920, convey to Melville C. Westervelt, as Trustee, a tract of 32.5 acres of land in the County and State aforesaid, the deed to which is duly recorded in the R. M. C. Office for Greenville County in deeds, Vol. 68, page 82, and; Whereas said deed to Melville C. Westervelt, as Trustee, among other things provided that he should sell and convey the said tract of land as a whole or in parcels, the purchaser or purchasers of said lands not to be bound to see to the application of the purchase money or any part thereof, and; Whereas, Melville C. Westervelt, as Trustee, has had said tract subdivided into building lots as is shown by a plat of record in the R. M. C. Office for Greenville County in Plat Book "F," page 23, for the purpose of selling same.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That I, Melville C. Westervelt, as Trustee, under and by virtue of the authority and powers vested in me by the said deed aforesaid for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable considerations Dollars, to me, as Trustee, in hand paid at and before the sealing of these presents by J. Sam Elrod and Walker R. Elrod

(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 J. Sam Elrod and Walker R. Elrod

All that certain lot or parcel of land situate, lying and being in Greenville Township, County and State aforesaid, near the City of Greenville, known and designated as lot No. 85, 109 and 110 of the subdivision known as Augusta Circle as shown on a plat of record in the R. M. C. Office for Greenville County, South Carolina, in the Plat Book "F," page 23, and having according to said plat, the following metes and bounds, to-wit: Lot No. 85: Beginning at an iron pin on the West side of Tennessee

Avenue, joint corner of lots 84 and 85, and running thence with the joint line of said lots N. 71-35 W. 150 feet to an iron pin, joint corner of lots 84, 85, 98 and 99; thence with the joint line of lots 85 and 98, N. 21-35 E. 50 feet to an iron pin, joint corner of lots 85, 86, 97 and 98; thence with the joint line of lots 85 and 86, S. 71-35 E. 150 feet to an iron pin on Tennessee Avenue; thence with said Avenue S. 21-35 W. 50 feet to the point of beginning. Lot No. 109: Beginning at an iron pin on the Eastern side of Paris Road, joint corner of lots 109 and 110; and running thence with said Paris Road N. 32-27 E. 51.45 feet to an iron pin, joint corner of lots 108 and 109; thence with the joint line of said lots S. 71-35 E. 157.7 feet to an iron pin; thence with the joint line of lots Nos. 74 and 109, S. 21-35 W. 50 feet to an iron pin, joint corner of lots 109 and 110; thence with the joint line of said lots, N. 71-35 E. 167 feet to the point of beginning. Lot No. 110: Beginning at an iron pin on the Eastern side of Paris Road, joint corner of lots 109 and 110, and running thence with the joint line of said lots, S. 71-35 E. 167 feet to an iron pin; thence with the joint line of lots 73 and 110, S. 21-35 W. 50 feet to an iron pin on the Northern side of a 15 ft. Street; thence with the Northern side of said Street, N. 71-35 W. 154.3 feet to an iron pin; thence still with said Street N. 47-22 W. 23.6 feet to an iron pipe on Paris Road; thence with Paris Road N. 32-27 E. 41.45 feet to the point of beginning.

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 J. Sam Elrod and Walker R. Elrod, their

Heirs and Assigns forever.

Nevertheless, upon the following conditions however, which conditions are part of the consideration for this deed and are expressly for the benefit of all owners of lots as shown on said plat above referred to, to-wit:

- (1) No buildings shall be erected nearer to the abutting sidewalk than twenty feet, except on lots Nos. 23 to 39, inclusive.
- (2) The facing of the lots as shown on said plat shall be strictly adhered to, however more than one lot may be used for the purpose of erecting a dwelling.
- (3) The property herein conveyed shall never be sold, rented or otherwise disposed of to negroes or persons having any percentage of negro blood.

And I do hereby bind myself as Trustee, and my successors in office to warrant and forever defend all and singular the said premises unto the said J. Sam Elrod and Walker R. Elrod, their Heirs and Assigns, against myself as Trustee and my successors in office and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand and seal, this 9th day of April in the year of our Lord one thousand, nine hundred and twenty-three in the one hundred and forty-seventh year of the Independence of the United States of America.

Signed, sealed and delivered in the presence of W.H. Beattie, M.H. Smith, } M. C. Westervelt (L.S.)
As Trustee.

Stamps \$2.50

THE STATE OF SOUTH CAROLINA,
Greenville County.

PERSONALLY appeared before me M.H. Smith and made oath that he saw the within named Melville C. Westervelt, as Trustee sign, seal and as his act and deed deliver the within written deed, and that he with W.H. Beattie witnessed the execution thereof.

SWORN TO before me this 9th day of April A. D. 1923.
H.B. Springs (L.S.)
Notary Public of South Carolina.

Recorded April 11th, 1923.

END OF Doc.