

STATE OF SOUTH CAROLINA

TITLE TO REAL ESTATE

COUNTY OF GREENVILLE

WHEREAS the Tryon Development Company has subdivided a certain tract of land in the State and County aforesaid into parcels or lots...

WHEREAS the parties desire for the benefit of their own property, and for the benefit of future purchasers and owners of the land shown within the lines of the plat hereinafter referred to...

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS, That the Tryon Development Company, a corporation, duly organized and chartered under and by virtue of the laws of the State of South Carolina...

Do hereby sell, convey and assign unto the said Mrs. J. G. Blackwell, her heirs and assigns, the above described lot...

All that the piece or parcel of land in the County of Greenville, State of South Carolina known and designated as Lot Number 1023

is the property of the Tryon Development Company, made by Order No. 1023, and duly recorded in the office of the Register of Mease County for Greenville County, in Plat Book Number...

said lot having a frontage of 51.6 feet a rear width of 42.59 feet and a depth of 151 feet

affixed this 25th day of May 1925 in the year of our Lord one thousand nine hundred and twenty-five and in the one hundred and ninety-ninth year of the Independence of the United States of America

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 Mrs. J. G. Blackwell, her heirs and assigns.

And the said Tryon Development Company, does hereby bind itself and its successors to warrant and forever defend all and singular the said premises unto the said Mrs. J. G. Blackwell, her heirs and assigns.

This conveyance is made subject to the following conditions, restrictions and covenants running with the land, for a violation of the first of which the title shall immediately revert to the grantor, its successors or assigns, except as against lien creditors, to-wit: FIRST: That the property hereby conveyed, is to be used for residential purposes only for a period of twenty-one years after April 1, 1925...

FOURTH: That no dwelling house shall be built on the above described lot to cost less than Three thousand Dollars; that no residence, garage, or other building whatsoever shall be erected on said lot until, and unless, the plans and specifications thereof have been submitted to and approved in writing by the grantor hereof...

SIXTH: That the parties hereto, their successors, heirs and assigns, will not, during the term of twenty-one years from April 1, 1925, subdivide, sell or convey any part or parcel of said lots, less than the whole of each thereof, as shown on said plat (the grantor hereby expressly reserving the right, however, to sell and convey any part or parcel of any lot within said block, in connection and merged with any adjoining lot, so as to create one or more lots of larger area than as shown on said plat...

SEVENTH: That the grantor herein reserves the right to lay, erect and maintain, or authorize the laying, erecting and maintaining of sewer, gas, and water pipes, electric conduits or pipes, telegraph, telephone and electric light poles, and any other such public utilities, on or in any of the roadways, streets or alleys bordering said property, with connecting links for the same along the back and side lines of the lot above described, and to grade surface, and repair the said roadways, streets and alleys, without compensation to any lot owner for any damage sustained thereby.

EIGHTH: That no surface closet or other unsanitary device for the disposal of sewage shall ever be installed or maintained on the lot herewith conveyed, grantor herein agreeing that upon the written request of the owner of said lot made at any time within three years after the date of execution of this deed, grantor will install on said lot a septic tank, or other sanitary device for disposal of sewage, and said owner shall have the right to connect to and use the same; PROVIDED, HOWEVER, that in such event, grantor is to have the right, without reimbursement to the owner of said lot, to connect to said septic tank or other sanitary device one or more owners of other lots, or grant them the right to so connect, according to the capacity of said septic tank or other sanitary device.

In Witness Whereof, the said Tryon Development Company has caused these presents to be signed by its duly authorized officers, and its corporate seal to be thereto affixed, this 25th day of May 1925

Signed, Sealed and Delivered in the Presence of: W. M. Hester, Betty Brown, P. L. Wright, J. B. Wright

U. S. Stamps Cancelled \$ 1 and 00 cents. S. C. Stamps Cancelled \$ 2 and 00 cents

STATE OF North Carolina County of Polk

PERSONALLY appeared before me W. M. Hester and made oath that he saw the within named Tryon Development Company, by its President P. L. Wright and its Secretary J. B. Wright

with Betty Brown sign, affix the corporate seal and as its corporate act and deed, deliver the foregoing deed; and that he witnessed the execution thereof.

Sworn to before me, this 25th day of May 1925 J. B. Hester (L. S.) Notary Public Polk County, N. C. My commission expires May 18, 1927

STATE OF North Carolina County of Polk

FOR VALUE RECEIVED W. W. Fisher & Lee R. Fisher hereby releases the within described real estate from the lien of a certain mortgage given by the Tryon Development Company to

dated the 25th day of April 1925 and recorded in the office of the Register of Mease

Conveyance for Greenville County in Mortgage Book 86 at Page 251

Witness my hand and seal, this 26th day of May 1925 Signed, Sealed and Delivered in the Presence of: W. M. Hester, Betty Brown, W. A. Fisher (Seal), Lee R. Fisher (Seal), W. A. Fisher (Seal) Atty

STATE OF North Carolina County of Polk

PERSONALLY appeared W. M. Hester and made oath that he saw the above named W. A. Fisher & Lee R. Fisher by W. A. Fisher, Atty, sign, seal, and as his act and deed, deliver the foregoing release, and that he, with Betty Brown, witnessed the execution thereof.

Sworn to before me, this 26th day of May 1925 J. B. Hester (L. S.) Notary Public Polk County, N. C. My commission expires May 18, 1927

Recorded Aug. 23rd 1926 at 8:15 o'clock, A. M.

TOGETHER with the right of enjoyment of privileges and facilities afforded by Lake Lanier, an artificial water, as projected on said plat, for lawful aquatic sports, boating, bathing, swimming and fishing; and together with the further right to erect for the use of the owner of the above described lot a boat house and wharf or landing at some appropriate location on the margin of said Lake, the said location and the size, plans and specifications of said boat house and wharf or landing to be subject to approval of grantor; but nothing herein contained shall privilege a nuisance or license the pollution of the said Lake, its inlets, outlets, or beaches, nor authorize any unlawful, offensive or boisterous conduct, or the use of the said Lake by any person inexperienced in swimming; it being expressly stipulated that the grantor hereon, its shareholders or successors, shall not be liable to any lot owner or any other person for any damage or injury sustained in the exercise of the said privileges and facilities, or by reason hereof.

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