

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, surrounding a projected lake to be known as Lake Lanier; and

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, that the same shall be developed, and for a time hereafter used exclusively for residential purposes with certain exceptions and subject to certain reservations, conditions and restrictions hereinafter set out;

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, in consideration of the above recitals and of the covenants herein and of the sum of

Five Dollars and Other Considerations Dollars, to it in hand paid by Mrs. E. R. Wilson as granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, (subject nevertheless, to the exceptions, reservations, conditions and restrictions hereinafter set out), unto the said Mrs. E. R. Wilson

All that lot, piece or parcel of land in the County of Greenville, State of South Carolina, known and designated as Lot Number 1549-1550

Plat Number 7 of the property of the Tryon Development Company known as LAKE LANIER, made by George Kershaw, C. E. and duly recorded in the office of the Register of Meane Conveyance for Greenville County, in Plat Book Number Page said lot having a frontage of feet a rear width of feet and a depth of feet

more particular description of the lot aforesaid as will more fully appear from the said plat, reference being hereby made to the record thereof for a more particular description of the lot aforesaid.

described as follows to wit:

Lot No.	Front	Rear	Depth	Depth
1547	60	66.8	131.7	102.8
1550	135.0 ft. road x 102.8 ft. road	24	27.3	deep

The seller guarantees that the road front of the same described property will be paved with concrete or surface treated road and that water, light, gas and a form of sewerage will be made available.

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 by the grantor herein, or its successors; that the buildings on said land shall be erected on or within the building line, or the house location, as the case may be, as shown and indicated on the plat hereinafter referred to, and in strict accordance with the plans and specifications so required to be submitted and approved, and shall face or front on the street or road on which the lot herewith conveyed is shown to front by the plat aforesaid.

TOGETHER with all and singular the rights, members, benefits 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. E. R. Wilson, 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. E. R. Wilson, her heirs and assigns.

THIS: That the property hereby conveyed, or any part thereof, is not to be sold, rented, leased or otherwise disposed of to any person of African descent, be taken to prevent the grantor herein from designating certain lots of this development or any future addition thereto for business purposes or for other purposes desirable in the opinion of grantor, in promoting said development, the right to do so being hereby expressly reserved by grantor.

THIRD: That no use shall be made of any lot which, in the opinion of the grantor herein, will constitute a nuisance, or prove in any way noxious or offensive to the neighboring inhabitants, or injure the value of neighboring lots.

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 by the grantor herein, or its successors; that the buildings on said land shall be erected on or within the building line, or the house location, as the case may be, as shown and indicated on the plat hereinafter referred to, and in strict accordance with the plans and specifications so required to be submitted and approved, and shall face or front on the street or road on which the lot herewith conveyed is shown to front by the plat aforesaid.

FIFTH: That not more than one residence shall be erected on each lot or parcel as shown by said plat. PROVIDED, HOWEVER, that in addition to one and residence built thereon, of slightly appearance and appropriate location, within the building line and not nearer than five feet to any side or back line of any adjoining lot not owned by the owner of the land hereinafter described.

SIXTH: That the parties herein, 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, 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 and the further right to determine the size and shape of lots sold for other than residential purposes.

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 alleyways, 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 alleyways, 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, and the grantor herein agrees 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 thereon affixed, this 17th day of November, 1925, in the year of our Lord one thousand nine hundred and Twenty-five and in the one hundred and fiftieth year of the Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of: Betty Brown, Clarence Peters, P. F. Wright, Secy., L. B. Wright, Secy.

C. S. Stamps Cancelled \$ 2 and 00 cents. S. C. Stamps Cancelled \$ 4 and 00 cents.

STATE OF South Carolina County of Henderson

PERSONALLY appeared Betty Brown and made oath that he saw the within named Tryon Development Company, by P. F. Wright, President and L. B. Wright, Secretary, sign, affix the corporate seal and as its corporate act and deed, deliver the foregoing deed; and that he, Clarence Peters, witnessed the execution thereof.

Sworn to before me, this 17th day of November, 1925.

Notary Public, Henderson County, N.C. Betty Brown My commission expires Dec 13-1926.

STATE OF _____ County of _____ FOR VALUE RECEIVED, Mortgage required

hereby releases the within described real estate from the lien of a certain mortgage given by the Tryon Development Company to _____

dated the _____ day of _____, 1925, and recorded in the office of the Register of Meane Conveyance for Greenville County in Mortgage Book _____ at Page _____

Witness my hand and seal, this _____ day of _____, 1925. Signed, Sealed and Delivered in the Presence of: (SEAL) (SEAL) (SEAL)

STATE OF _____ County of _____ PERSONALLY appeared _____ and made oath that he saw the above named _____ sign, seal, and as his act and deed, deliver the foregoing release, and that he, with _____ witnessed the execution thereof.

Sworn to before me, this _____ day of _____, 1925.

Notary Public (L. S.)

Recorded Jan. 28th 1928 at 8120

END OF