

State of South Carolina, } Agreement.
County of Greenville.

Whereas J. F. Spellman is the owner of Lot No. 10, and Mrs. Bright R. McKee is the owner of Lot No. 8a on a subdivision known as Harcourt as shown on Plat recorded in Plat Book 7, Page 284, P. M. O. Office for Greenville County, and,

Whereas, Mitchell Street and Spartanburg Street intersect at the rear of said lots and it is desired to relocate Spartanburg Street and in doing so it is necessary to convey to Mrs. Bright R. McKee a portion of the south end of Mitchell Street and a portion of the southern edge of Spartanburg Street, and,

Whereas, the relocation of said streets will provide the said J. F. Spellman with an exit twelve feet in width at the rear of his lot instead of the street frontage of about 6 1/2 feet.

Now Therefore, This Agreement Witnesseth: That for and in consideration of the sum of \$1.00 to the said J. F. Spellman in hand paid by the said Bright R. McKee, the receipt whereof is hereby acknowledged, the said J. F. Spellman does hereby convey and quit-claim unto the said Bright R. McKee her heirs and assigns forever any claim or interest in or any right to use or adjoin the portion of Mitchell and Spartanburg Streets being conveyed to her by the City of Greenville, S. C. as set down and described on a plat prepared by Dalton & Nevers dated April 1931, by which the frontage on Mitchell or Spartanburg Street along the Eastern rear line of the Spellman lot is closed with the exception of 12 feet at the rear corner as shown on said plat. The said J. F. Spellman by this instrument agrees to the relocation of said streets and to the transfer of said property immediately at the rear of Lot No. 8a as represented by said plat to the said Bright R. McKee.

As a further part of the consideration for this agreement the said Mrs. Bright R. McKee hereby agrees that the property to be conveyed to her by the City of Greenville shall be subject to the following restrictions which are the same embodied in the deeds conveying the Harcourt property and are exclusively for the benefit of all persons owning lots in said subdivision:

- (1) The property shall never be sold, rented or otherwise disposed of to persons having any percentage of negro blood.
- (2) The property shall be used exclusively for white residential purposes and no filling station, store or apartment house shall ever be placed on said premises.

This said agreement to bind the said Mrs. Bright R. McKee, her heirs and assigns forever.

In Witness Whereof the parties hereto have hereunto this 21 day of April, A. D. 1931, set their hands and seals.
In the presence of:
Hazel Strammell.
Eugene Tribble (Over)
J. F. Spellman (S. C.)
Bright R. McKee (L. S.)