

STATE OF SOUTH CAROLINA,  
Greenville County.

KNOW ALL MEN BY THESE PRESENTS, That W. R. M. Caine and Calvin P. League,

in the State aforesaid,  
in consideration of the sum of Eighty three Hundred Fifty & no/100

(\$4,850.00 and assumption of \$3,500.00 mortgage) DOLLARS,  
to US paid by J. C. Fleming,

in the State aforesaid, 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. C. Fleming

all that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina.

Described as follows:

Parcel No. 1.--Beginning at an iron pin on the north side of Crescent Avenue (Oliver Street), at the joint corner of Units Numbers 37 & 38, and running thence N. 1-00 E. 197.5' to an iron pin, joint rear corner of Units 37 & 38; thence S. 80-00 E. 90' to an iron pin, joint rear corner of Units Numbers 36 & 35; thence S. 00-30 W. 190.2' to an iron pin on the north side of Crescent Avenue; which pin is at the joint corner of Units Numbers 36 & 36; thence N. 85-30 W. 90' along the north side of Crescent Avenue to the point of beginning; being all of Units Numbers 36 & 37 of Block "C", Forest Hills, according to plat made by W. C. Adams, Engineer, dated September 23, 1936 and recorded in the R. M. U. Office for Greenville County, in Plat Book D, at page 206.

Parcel No. 2--Beginning at an iron pin, rear corner of Units Nos. 4, 5, 37 and 38; Block "C"; thence along the rear of Units Nos. 5 & 37, S. 80 E. 45' to an iron pin, corner of Units Nos. 5, 6, 36 and 37; thence with line of Units 5 & 6 N. 5 W. crossing branch 24' to an iron pin; thence across rear of Unit No. 5 S. 85-50 W. 43.2' to an iron pin on the line of Units Nos. 4 & 5; thence along line of Units Nos. 4 & 5 S. 4 E. recrossing branch 13' to the beginning corner, being the rear portion of Unit #5, Block "C" of Forest Hills, according to a plat by W. C. Adams, Engineer, dated September 23, 1936, recorded in the office of the R. M. U. for Greenville County in Plat Book "D", at page 206.

Subject to the following restrictions and conditions:

1. The lot of land hereby conveyed shall be used exclusively for single family residences for white persons only, (except as to servants of occupants) and shall never be sold, rented or otherwise disposed of to any person wholly or partly of African descent, or used in any manner which may render neighboring property less desirable for residential purposes.

2. No residence (other than outbuildings appurtenant to dwelling) costing less than Sixty-five Hundred Dollars (\$6,500) shall be erected thereon prior to January 1, 1938.

3. The grantor reserves to itself and its successors the right to the placing, maintaining, repairing and replacing of gas, water, and sewer pipes, telephone, telegraph, light and power lines and any other instrument or public utility over or under any street, alley or park at anytime without compensation to any lot owner; except that the premises shall be left in as good condition as before.

4. No surface closet or cesspool shall ever be used on said lot; but only septic tanks or other sanitary sewers and all occupants of said lot shall be governed by such reliable sanitary rules and regulations as may be adopted from time to time by a majority of the owners of lots in said Forest Hills.

5. The said lot shall not be recut and only one dwelling shall be erected thereon.

6. No house may be erected on any lot in Forest Hills less than forty-five feet from the street line.

The purchase price of said lot has been reduced materially because of the foregoing conditions which are not conditions subsequent but are to be deemed covenants running with the land and binding all owners and occupants thereof. They may be enforced by proper proceeding by any owner or occupant of any lot in Forest Hills, as well as by this grantor, since they are for the benefit of all persons in the neighborhood. By accepting this deed each grantee binds himself and his heirs and assigns to comply with all of said conditions such conditions being a part of a general plan, which plan has been adopted by the grantor and is applicable to all grantees purchasing lots in Forest Hills Development.

7. Paragraph 6 above is not intended to prevent cutting off and conveying a small portion or portions of the within described lot provided the frontage on said lot is not reduced to less than 90 feet and provided further, that each dwelling erected shall be upon a lot at least 90 foot frontage.

As a consideration of the within conveyance, the grantee herein assumes and agrees to pay a note and mortgage for \$3,500 held by the South Carolina National Bank of Charleston (Greenville Branch) dated November 4, 1936, and recorded in Mortgage Book 289, at page 299.

For Release to this Deed See Deed Book 186, Page 418.