

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA - GREENVILLE

State of South Carolina,
County of Greenville.

Know all men by these presents: Traxler Real Estate Company, a corporation has agreed to sell to F. D. McCard a certain lot or tract of land in the County of Greenville, State of South Carolina, known as Lots Nos. 45 and 46 on plat of property of Country Club Estates, made by Dalton & Neves, October, 1926, recorded in Plat Book G, pages 190 and 191 Lot No. 46 having a frontage of 60 feet on Douglass Drive, running back on Sylvan Drive 131.5 feet, with a rear line of 40 feet, and lot No. 45 fronting 50 feet on Douglass Drive and running back in parallel lines 130 feet.

Seller agrees to pay taxes for the year 1937, and to run city water in front of these lots.

Restrictions attached to and forming part of contract for title from Traxler Real Estate Co. to F. D. McCard for Lot No. 45 and 46 on Plat recorded in Plat Book G, page 190 and 191.

It is agreed that the grantor is to pay taxes for the year 1937

This conveyance is made subject to the following restrictions, which are imposed for the benefit of the grantor and may be modified by it when such modification is deemed by it to be to the best interest of all concerned:

- (1) Said property shall be used exclusively for residential purposes.
- (2) No building of any kind shall be erected nearer to the street than 35 feet.
- (3) The property herein conveyed shall never be sold, rented, or otherwise disposed of to any person or persons having any percentage of negro blood.
- (4) No dwelling shall be erected on said property costing less than Three thousand dollars (\$3000.00). This shall not apply to outbuildings appurtenant to a dwelling.
- (5) It is understood and agreed that the grantor reserves the right to place along the street and alleys on which said lot abuts, sewer pipes, electric wires, car tracks and any lines or pipes for public utilities without compensating the grantee or his heirs or assigns.

and execute and deliver a good and sufficient warranty deed therefor on condition that he shall pay the sum of Seven hundred, eighty and no/100 (\$780.) Dollars in the following manner Five Dollars Cash, Twenty Dollars upon delivery of bond for title balance payable \$25.00 per month on the first day of each and every calendar month beginning June 1st, 1937, payment to be credited first to interest and then to principal.

until the full purchase price is paid, with interest on same from date at six per cent. per annum until paid to be computed and paid annually, and if unpaid to bear interest until paid at same rate as principal, and in case said sum or any part thereof be collected by an attorney, or through legal proceedings of any kind, then in addition the sum of _____ dollars for attorney's fees, as is shown by note of even date herewith. The purchaser agrees to pay all taxes while this contract is of force except for 1937. Right is reserved to anticipate any and all payments.

It is agreed that time is of the essence of this contract, and if the said payment are not made when due Traxler Real Estate Company shall be discharged in law and equity from all liability to make said deed, and may treat said F. D. McCard as tenant holding over after termination, or contrary to the terms of this lease, and shall be entitled to claim and recover, or retain if already paid the sum of one hundred eighty no/100 dollars per year from rent, or by way of liquidated damages, or may enforce payment of said note.

In witnessed whereof, _____ have hereunto set _____ hand and seal this _____ day of _____ said corporation has caused its corporate seal to be affixed and these presents to be subscribed by its duly authorized officers this 27th day of _____ April, 1937.

In the presence of Catherine W. Morris, Helen Fawcett, Traxler Real Estate Company (SEAL)
BY: D. B. Traxler, (SEAL)
President.

State of South Carolina,
Greenville County.

Personally appeared Catherine W. Morris who says on oath that she saw Traxler Real Estate Co. by D. B. Traxler, Pres. sign, seal and deliver the foregoing instrument for the uses and purposes therein mentioned, and that she with Helen Fawcett witnessed the same. Sworn to before me this 30th day of April, A.D. 1937

Kate Cantey (SEAL) Catherine W. Morris.
Notary Public S. C.

S. C. Stamps \$0.32

Recorded this the 30th day of April, 1937 at 1:30 P. M. #5688

*Attest
Helen M. Depuy
1948
#27515*

*Foreclosure
A.B. 1948
No. F-6767
See Judgment Roll
E. J. ...
MASTER*