

TITLE TO REAL ESTATE

THE STATE OF SOUTH CAROLINA,)
 COUNTY OF GREENVILLE.)

KNOW ALL MEN BY THESE PRESENTS, That Willie Hayne Perry, Ben, F. Perry, Hext M. Perry, Elizabeth P. Collins, James Y. Perry and Beattie Perry Young, in the State aforesaid, in consideration of the sum of ten and other valuable considerations Dollars to us in hand paid at and before the sealing of these presents by C. J. McCormack, (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 C. J. McCormack,

All that certain piece, parcel or lot of land situate in the Greater Greenville District on the New Buncombe Road, in the County of Greenville, State of South Carolina about two miles from the City of Greenville, and being more particularly described as follows:-

Beginning at an iron pin on the right-of-way of the State highway on the New Buncombe Road eight hundred and ninety-five and eight tenths (895.8) feet from the northern edge of the side-walk on Rogers Avenue at its intersection with said Highway; thence south 50-50 west three hundred (300) feet to an iron pin; thence north 39-10 west one hundred (100) feet to an iron pin; thence north 50-50 east three hundred (300) feet to an iron pin on the right-of-way of the New Buncombe Road; thence along said right-of-way of the New Buncombe Road south 39-10 E. on hundred (100) feet to an iron pin, the beginning corner. (LTS-PLAT 11/44)

Said lot is in a restricted district and is sold with the following restrictions which constitute a part of the consideration therefor:-

1. Said lot shall be used for residential purposes only.
2. No building shall be erected on said property nearer than twenty-five (25) feet of the right-of-way of the New Buncombe Road, nor farther than seventy-five (75) feet of said road for a residence, nor nearer than five feet of any side lot line. The said line restriction shall not apply to a garage located on the rear one quarter of a lot, except on corner lots. No structure shall be permitted nearer than ten (10) feet of the side street line.
3. No residential lot shall be sub-divided into building plots having less than 6,000 square feet or a rear width of less than fifty (50) feet each, nor shall any building be erected on any residential building plot having an area of less than 6,000 square feet or a frontage of less than fifty (50) feet.
4. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
5. No lot shall be sold to any person of African descent.
6. No trailer, basement, tent, shack, garage bar or other outbuilding erected on the property shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.
7. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1962, at which time said covenants and restrictions shall terminate, However, the covenants and restrictions herein contained, or any portion thereof, may be extended for additional periods of time by making appropriate provisions therefor.
8. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1962, it shall be lawful for any person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.
9. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
10. No residence shall be erected on said lot at a cost of less than three thousand dollars (\$3,000.00).

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 C. J. McCormack, his Heirs and Assigns forever.

And we do hereby bind ourselves and our Heirs, Executors, and Administrators to warrant and forever defend all and singular the said Premises unto the said C. J. McCormack, his Heirs and Assigns, against us and our Heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands and seals, this 12th day of April, in the year of our Lord one thousand nine hundred and thirty-eight in the one hundred and 61th year of the Independence of the United States of America.

Signed, sealed and delivered in the Presence of