TITLE TO REAL ESTATE
STATE OF SOUTH CAROLINA,
County of Greenville T. R. M. Cei ne
KNOW ALL MEN BY THESE PRESENTS, That I, R. M. Caine
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in the State aforesaid,
in consideration of the sum of
Eight Hundred Fifty & No/100 (\$850)
Dollars
me
toin hand paid
at and before the sealing of these presents by W. B. Nunnally, Jr.
(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
W. B. Nunnally, Jr.
All that piece, parcel or lot of land in Greenville
known and designated as Lot # 10 of Addition No. 2 to Forest Hills, according to a plat of survey
made by Dalton & Neves, Civil Engineers, dated February 1939 and having according to said plat
the following courses, distances, metes and bounds to-wit:
Beginning at an iron pin on the south side of Forest View Drive, which iron pin
is 402.41 east of the intersection of Longview Terrace and Forest View Drive, and running
thence S. 25-30 E. 170' along the joint line between lots Nos. 9 and 10 to an iron pin in the
rear line of lot No. 17; thence N. 64-30 E. 85! to an iron pin in the rear line of lot No. 15;
thence along the joint line of lots 10 and 11 N. 25-30 W. 170! to an iron pin on the south
side of Forest View Drive; thence S. 64-30 W. 85! to the point of beginning.
SUBJECT TO THE FOLLOWING RESTRICTIONS AND CONDITIONS:
1. The lot of land hereby conveyed shall be used exclusively for single family
residence 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 outbuilding appurtenant to dwelling) costing less than
Five Thousand (\$5,000) dollars shall be erected thereon prior to January 1, 1986.
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 of public utility over or under any street, alley
or park at any time 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 regularions as may be adopted from time to time by a majority of the owners
of lots in said Forest Hills No. 2, of which this is a part.
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 No. 2 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 and occupant of any lot in Forest Hills No. 2, 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 No. 2 Development.
7. Paragraph 5 above is not intended to prevent cutting off and conveying a small
portion or portions of the within described lot provided the frontage of said lot is not
reduced to a less than 75 feet and provided further that each dwelling erected shall be upon
a lot of at least 75 feet frontage.