

And the said party of the second part as a further consideration and condition of this deed, assents and agrees by acceptance thereof, as follows; that the lot or lots hereby conveyed shall not within a period of ten years from this date, be used for any other than residence purposes; that no residence that shall cost less than \$4000.00 shall be built on the lot or lots hereby conveyed; that no building or any part thereof, except steps or entrance approach without roof, shall be built or extend within twenty-five feet of the front lot line or closer than fifteen feet of the side street line and no garage, servants' house or other subsidiary buildings shall extend to within ninety feet of the front lot line or within twenty-five feet of the side street line; that no part of the lot or lots hereby conveyed shall ever be sold or rented or occupied by any person of African descent; provided, however, that the building of a servants' house to be used only by servants of the owner or lessee of the lot or lots hereby conveyed, shall not be considered as a breach of the conditions hereof. Any violation of the foregoing condition and restriction by the party of the second part, his heirs or assigns, shall work a forfeiture to all title in and to said lots, and that the above conditions and restrictions shall extend to and are hereby made obligatory upon party of the second part his heirs, and assigns, forever, together with all and singular the hereditaments and appurtenances thereunto belonging, and the title shall thereupon reinvest in parties of the first part, their heirs or representatives; provided, however, that the forfeiture herein provided shall never be invoked and never become operative against any corporation partnership or individual who has become a mortgagee in good faith, prior to the breach of the foregoing covenants, to the extent of said mortgagee's interest in and to the land or premises herein conveyed.

COMPARED

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining forever.

And the said Margaret E. Reynolds, E. P. Harwell and Mary W. Harwell for their heirs, executors, or administrators, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of said presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of whatsoever nature or kind..... Except all taxes and special assessments not delinquent August 1, 1923.

and that they will Warrant and Forever Defend the same unto the said party of the second part, his heirs and assigns, against said parties of the first, part, their heirs, administrators, assigns, and all and every person or persons whomsoever lawfully claiming or to claim the same. All taxes and special assessments, not now delinquent shall be paid by the party of the second part.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands this 15th day of September A. D. 1923.

Margaret E. Reynolds,

E. P. Harwell,

Mary W. Harwell,