

Nov 21 3 15 PM '79



Deed for South Carolina

KNOW ALL MEN BY THESE PRESENTS, That, Moon Landrieu, Secretary of Housing and Urban Development, of Washington, D. C. (hereinafter referred to as "Grantor"), for and in consideration of the sum of SIX HUNDRED AND TWO THOUSAND DOLLARS (\$602,000) has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Housing Authority of the City of Columbia, South Carolina (hereinafter referred to as "Grantee"), and to the successors and assigns of said Grantee, the real estate situate and in the City of Columbia, County of Richland, State of South Carolina, and more particularly described on the attached Schedule "A".

BEING the same property acquired by the Grantor pursuant to the provisions of the National Housing Act, as amended (12 USC 1701 et seq.) and the Department of Housing and Urban Development Act (79 Stat. 667).

TOGETHER with and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise appertaining or incident.

TO HAVE AND TO HOLD all and singular the premises before mentioned, unto the said Grantee, and to the successors and assigns of said Grantee forever.

SUBJECT to all covenants, restrictions, reservations, easements, conditions, and rights appearing of record; and SUBJECT to any state of facts an accurate survey would show.

AND THE SAID GRANTOR covenants that he has not made, done, committed, executed or suffered any act or acts, thing or things whatsoever, whereby or by means whereof, the above mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged or encumbered in any manner or way whatsoever.

The Grantee, for itself, its successors and assigns, covenants with the Grantor, its successors and assigns and third-party beneficiaries, that certain restrictive covenants will be applicable to the property conveyed, and it is the intention of the parties that these covenants will run with the land. The purpose of these covenants is to implement the provisions of Section 204 of the Housing and Community Development Amendments of 1978.

The Grantee, for itself, its successors and assigns, agrees not to refuse unreasonably to lease a vacant dwelling unit, evict any person or otherwise discriminate in the terms of tenancy because such person is the holder of, or eligible to hold, a Certificate of Family Participation under Section 8 of the United States Housing Act of 1937 (42 USC 1437f), or any successor legislation (hereinafter referred to as Section 8); Provided, that this provision is limited to those units which rent for an amount not greater than the fair market rent for a comparable unit in the area as determined by the Grantor under Section 8.

These covenants and agreements shall bind the Grantee, its successors and assigns, for a period of forty (40) years from the date of this Deed. In the event of a breach or a threatened breach of any of these covenants and agreements, the Grantor, its successors and assigns and/or one or more third-party beneficiaries, shall be entitled to institute legal action to enforce performance and observance of such covenants and agreements and to enjoin any acts which are violative of such covenants and agreements. For the purposes of these covenants, a third-party beneficiary shall be any person who holds, or is eligible to hold, a Certificate of Family Participation under the aforesaid Section 8 of the Housing Act of 1937.

IN WITNESS WHEREOF the undersigned on this 25th day of September, 1979, has set his hand and seal as Area Office Chief, Property Disposition Branch, HUD Area Office, Columbia, South Carolina, for and on behalf of the said Secretary of Housing and Urban Development, under authority and by virtue of Section 204(g) of the National Housing Act.

Signed, sealed and delivered
in the presence of:

Moon Landrieu
Secretary of Housing and Urban
Development

Charles Rendleman
Wardley

By: [Signature] (SEAL)
SAM COUNIS
Area Office Chief, Property Disposition
Branch
HUD Area Office, Columbia, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND :ss

Personally appeared before me Charles Rendleman and made oath that he saw the within named SAM COUNIS who is personally well known to him and known to him to be the duly appointed Area Office Chief, Property Disposition Branch, HUD Area Office, Columbia, South Carolina, and the person who executed the foregoing instrument bearing date of September 25, 1979, by virtue of the authority vested him by Section 204(g) of the National Housing Act, sign, seal and as his act and deed as Area Office Chief, Property Disposition Branch, for and on behalf of Moon Landrieu, Secretary of Housing and Urban Development, deliver one within deed, and that deponent, with John T. Rej witnessed the execution thereof.

(SEAL)

Charles Rendleman

Sworn to and subscribed before me this 25th day of September, 1979.

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA
BY COMMISSION EXPIRING 6/30/80

SCHEDULE "A"

Situated in the City of Columbia, County of Richland, State of South Carolina, to wit:

All those certain three (3) parcels of land situate, together with the improvements thereon, lying and being at the intersection of College Street with Oak Street in the City of Columbia, County of Richland, State of South Carolina, designated as Tracts 1, 2 and 3 on a plat entitled Arrington Manors, a Limited Partnership, made by Claude R. McMillan, Jr., C.E., dated October 1, 1970, the courses and distances, measurements and boundaries on which plat are:

Parcel No. 1, containing 0.17 acres: Proceeding from a point forming the intersection of the center lines of College Street and Oak Street North 13 degrees 40 minutes West for 25 feet to a point on the center line of Oak Street; thence continuing along the center line of Oak Street North 13 degrees 40 minutes West for 135 feet to a point on the center line of Oak Street; thence turning and running South 76 degrees 20 minutes West for 25 feet to an iron pin marked P.O.B. which said point is the Southeastern corner of Tract No. 1; thence from said point continuing South 76 degrees 20 minutes West for 167 feet to an iron pin; thence turning and running North 13 degrees 40 minutes West for 44 feet to an iron pin; thence turning and running North 76 degrees 20 minutes East for 167 feet to an iron pin; thence turning and running South 13 degrees 40 minutes East for 44 feet to an iron pin, the point of beginning. Said tract is bounded in general to the NORTH by property N/F of Ethel Lowery and Sadie M. Franklin Graham; EAST by the right-of-way of Oak Street; SOUTH by a 10-foot alley; and to the WEST by property N/F of Hemphill P. Pride, II.

Parcel No. 2, containing 0.72 acres: Proceeding from a point forming the center line of College Street and Oak Street North 13 degrees 40 minutes West for 25 feet to a point on the center line of Oak Street; thence turning and running South 76 degrees 20 minutes West for 25 feet to an iron pin marked P.O.B. which said point is the Southeastern corner of Parcel No. 2; thence continuing South 76 degrees 20 minutes West for 251.4 feet to an iron pin; thence turning and running North 13 degrees 40 minutes West for 125 feet to an iron pin; thence

turning and running North 76 degrees 20 minutes East for 251.4 feet to an iron pin; thence turning and running South 13 degrees 40 minutes East for 125 feet to an iron pin, the point of beginning. Said tract is bounded in general to the NORTH by a 10-foot alley; EAST by the right-of-way of Oak Street; SOUTH by the right-of-way of College Street; and to the WEST by property N/F of Fred C. Williams and Janelle S. Williams.

Parcel No. 3, containing 0.12 acres: Proceeding from a point forming the center line of the intersection of College Street and Oak Street North 13 degrees 40 minutes West for 25 feet to a point on the center line of Oak Street; thence turning and running North 76 degrees 20 minutes East for 25 feet to a point on the Northern side of College Street; thence turning and running North 13 degrees 40 minutes West for 82 feet to an iron pin marked P.O.B. which said point is the Southwestern corner of Tract No. 3; thence continuing North 13 degrees 40 minutes West for 41 feet to an iron pin; thence turning and running North 76 degrees 20 minutes East for 127 feet to an iron pin; thence turning and running South 13 degrees 40 minutes East for 41 feet to an iron pin; thence turning and running South 76 degrees 20 minutes West for 127 feet to an iron pin, the point of beginning. Said tract is bounded in general to the NORTH by property N/F of Lavonia Atkinson; EAST by property N/F of Louise Boyd; SOUTH by property N/F of Eli W. Bowers; and WEST by the right-of-way of Oak Street.

The above described property is the identical property conveyed to Arrington Manors, A Limited Partnership, by deed of Hemphill P. Pride, II, dated November 18, 1970, and recorded in the Office of the R.M.C. for Richland County, S. C., in Deed Book 192 at Page 446.

AND BEING the same property conveyed to the Secretary of Housing and Urban Development by United States Marshal's Deed dated January 9, 1979, and recorded in the land records of Richland County, South Carolina, in Book D 487, page 900.