

and Mrs. Sellie E. Campbell sign, seal and as their act and deed, deliver the within written instrument and that he with C.G. Wyche witnessed the execution thereof.

Subscribed and sworn to before me this

5th, day of June, A.D. 1921.

C.G. Wiche (L.S.)

Notary Public for S.C.

Alvin H. Dean.

Recorded August 5th, 1921.

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The State of South Carolina,)
County of Greenville.) Deed.

Know all men by these presents that I, Sam R. Zimmerman, of the City and County of Greenville, in the State aforesaid, in consideration of the sum of ten dollars and other valuable considerations to me in hand paid at and before the sealing of these presents by B.F. Flynn, Claud Flynn and J.W. Flynn, partners as Flynn Brothers, and E.J. Gibson (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 B.F. Flynn, Claud Flynn and J.W. Flynn, partners in trade under the firm name and style of Flynn Brothers to the extent of a two-thirds undivided interest therein (to be owned and held by said firm jointly as partnership property) and E.J. Gibson to the extent of a one-third undivided interest therein and to their respective heirs, successors and assigns, all that certain lot, piece or parcel of land situate, lying and being in the State of South Carolina and County of Greenville, in the First Ward of the City of Greenville, near the north or northwest corner of Buncombe and Atwood Streets, having the following metes and bounds, to-wit:-

Beginning at an iron pin on the inner line of the sidewalk on the north-east side of Buncombe Street, near cross mark on said sidewalk, five and a half (5-1/2) feet north or northwestward from the north or north-east corner of said Buncombe and Atwood Streets; and running thence along said Buncombe Street N. 32° 57' W. fifty (50) feet to an iron pipe on said Buncombe Street; thence N. 72° 20' E. eighty (80) feet to an iron pipe on line of land still belonging to the said Sam R. Zimmerman; thence along line of such other land S. 32° 57' E. fifty (50) feet to an iron pipe five and a half (5-1/2) feet from inner line of sidewalk on Atwood Street; thence S. 57° 20' W. (parallel with Atwood Street and at all points five and a half feet from the inner line of the sidewalk on said Atwood Street) eighty (80) feet to the beginning corner;

It is distinctly understood and agreed that the said Sam R. Zimmerman reserves to himself a strip of land eighty (80) feet in length and five and a half (5-1/2) feet in width throughout its entire length, lying between the lot hereby conveyed and the Atwood Street sidewalk.

Said strip of land does not pass under this conveyance; but the said Sam R. Zimmerman for the consideration aforesaid does hereby grant, bargain, sell and release unto the said grantees hereinabove named and their successors, heirs and assigns forever the right to cross the rear or north-east end of said strip (being that portion of said strip farthest from Buncombe Street), in order to have access to the side door of the store to be constructed on said lot by said grantees, and in order to have access to the rear end of said lot across said strip of land; together with full rights of ingress and egress across said strip at the points herein specified, -

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but at no other points; it being distinctly understood and agreed that neither said grantees nor their heirs, successors or assigns shall have any right to obstruct said five and a half foot strip, by using same for storage purposes or in any other manner whatsoever, or any right to exercise any control whatever over said five and a half foot strip, or to use it in any manner, except by crossing and recrossing the same at the two points hereinabove specifically mentioned. The foregoing conditions are to be deemed conditions subsequent. Upon violation of any of them, said grantor or his heirs or assigns shall have the right to enforce them by appropriate legal proceedings or to re-enter and resume possession of the property hereby conveyed.

The property hereby conveyed is a portion of that lot of land which was conveyed to the said Sam R. Zimmerman by John H. Roe by deed bearing date the second day of February 1920, and recorded in the office of the Register of Mesne Conveyances for said County and State on the day of its date in Deed Book 55, at page 224.

As a part of the consideration for the execution of these presents, the said grantees hereinabove named jointly and severally assume and undertake to pay the sum of four thousand dollars, with interest thereon from this date at the rate of eight per cent. per annum, to be computed and paid by said grantees to said grantor semi-annually on the sixteenth day of February and the sixteenth day of August in every year until the same shall be paid in full; this being a part of the mortgage debt amounting to thirteen thousand dollars now resting on the property hereby conveyed and on the remainder of the property conveyed to said grantor by the said John H. Roe; this debt being evidenced by a note for thirteen thousand dollars given by the said Sam R. Zimmerman to Christ Church bearing date the sixteenth day of February 1920, and by a mortgage intended to secure the payment of said note, and recorded in said office in mortgage Book 82, at page 219; the said grantor hereby agreeing to indemnify the said grantees and to hold them harmless from and against the remainder of said debt, above and beyond the said sum of four thousand dollars, with interest thereon from this date at the rate of eight per cent. as aforesaid; the joint and several covenant to said grantees to assume and pay said mortgage debt of four thousand dollars, with interest as aforesaid, being evidenced by their acceptance of this deed.

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 B.F. Flynn, Claude Flynn and J.W. Flynn, partners as Flynn Brothers, and E.J. Gibson and to their successors, heirs and assigns forever; in the following proportions, to-wit:-

- (a) An undivided two thirds interest therein unto the said B.F. Flynn, Claude Flynn and J.W. Flynn, partners as aforesaid under the firm name and style of Flynn Brothers, and to their successors, heirs and assigns forever; and
- (b) An undivided one-third interest therein unto the said E.J. Gibson and his heirs and assigns forever.

And I do hereby bind myself and my heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said B.F. Flynn, Claude Flynn and J.W. Flynn, partners as Flynn Brothers, and E.J. Gibson and their successors, heirs and assigns, against myself and my heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof, except that the mortgage debt of four thousand dollars, with interest thereon from this date at the rate of eight per cent. per annum, hereinabove referred to as -

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