## TITLE TO REALESTATE

any note, bond, or other evidence of indebtedness now or hereafter held by The RFC Mortgage Company.

- 3. To assign without representation, recourse, or warranty, any chattel mortgage, real estate mortgage, deed of trust, security deed, or collateral of whatsoever kind or nature, securing any note, bond, or other evidence of indebtedness now or hereafter held by The RFC Mortgage Company;
- 4. To assign, surrender, release, modify and/or consent to the assignment, surrender, release and/or modification of any policy of insurance and/or any rights arising out of any policy of insurance, of which The RFC Mortgage Company now is or hereafter shall become the assignee, beneficiary or the insured, or in which The RFC Mortgage Company now has or hereafter shall have any interest of any kind or nature.
- 5. To execute, acknowledge and deliver such instruments and perform such other acts as may be necessary and proper to effectuate the foregoing.

Further Resolved, that said resident, Vice President and reasurer, and each of them, be and they hereby severally are authorized and empowered to revoke any powers of attorney issued pursuant to this resolution.

Further Resolved, that the Secretary and Assistant Secretary of this Company, or either of them, be and they hereby severally are authorized to affix the seal of this Company to any such powers of attorney or revocations thereof issued pursuant to this resolution and to attest the same.

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The foregoing resolution was duly adopted by the Board of Directors of the RFC Mortgage Company on the 13th day of April, 1937.

Ronald H. Allen
Secretary
The RFC Mortgage Company

Power of Attorney and Resolution recorded this the 16th day of July, 1937 at 9:35 A/M. #9194 & #9195

State of South Carolina, County of Greenville.

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This indenture made the 23rd, day of July, 1937, between Thomas E. Adams, hereinafter called the party of the first part, and Charley Cahaly, hereinafter called the party of the second part, witnesseth:

Whereas, said party of the first part owns a lot and brick store building thereon on the South side of East Court Street in the City of Greenville, County and State aforesaid, and being known as Lot No. 5 of property of C. C. Hindman, as shown on plat made by R. E. Dalton, Engineer, December, 1919, recorded in Plat Book "E" at page 187, in R. M. C. Office for Greenville County, and the said party of the second part owns the lot adjoining the same, on the East side thereof, on which last mentioned lot said party of the second part is about to erect a brick building, and desires permission to use the East wall of the first mentioned lot for the purpose of a party wall;

Now, therefore, the said party of the first part, in consideration of the sum of Two Hundred Twenty-Five and no/100 (\$225.00) Dollars, to him paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain and covenant to and with the said party of the second part, his heirs, executors, administrators and assigns, that he and they may, in the erection of said brick building, use the aforesaid East wall of the building owned by the party of the first part and insert beams, girders or timbers, penetration not to exceed six inches, for the erection of the building by the party of the second part, provided, that no part of the East wall, now belonging to the party of the first part, above the bottom of the windows of the second floor of the East wall shall be used for a period of five years from the execution of this agreement and if at anytime after said five year period the party of the second part wishes to use as aforesaid the East wall above the bottom of the windows of the second floor which is approximately 18 feet from the ground level, the party of the second part shall pay an additional Three Hundred and no/100 (\$300.00) Dollars to the party of the first part or the then owner of the building now owned by the party of the first part for the use of the remaining part of the East wall, said payment to be made before actual tying on.

The covenants aforesaid are to run with the land to bind the parties hereto, their heirs and assigns.

In witness whereof we hereunto set our hands and affix our seals this the 23rd day of July, 1937.

Witness: W. A. Bull

FrancesRaines.

Party of the First Part
Charley Cahaly,
Party of the Second Part.