

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, That Colonial Ice Company, a corporation of the State of Delaware, in consideration of the sum of Fifteen Hundred (\$1500.00) Dollars to it in hand paid at and before the sealing of these presents by R. A. Jolley, of Greenville County, South Carolina, the receipts whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said R. A. Jolley, his heirs and assigns forever:

All that parcel, piece or lot of land near the City Limits of the City of Greenville, and having the following metes and bounds, to-wit: Beginning at an iron pin on the North side of a ten (10) foot alley, corner of property of the grantee herein, and running thence with grantee's line N. 46-10 W. thirty and four-tenths (30.4) feet to an iron pipe, thence S. 55-48 W. ninety-two and eight-tenths (92.8) feet to iron pin on line of Bentz property, thence with Bentz line S. 34-24 E. twenty-seven (27) feet to iron pipe, thence N. 57-50 E. one hundred (100) feet to point of beginning. The above described property is part of the property conveyed to the grantor by H. E. Bailey, as Special Referee, and others, by deed dated September, 1932, and recorded in R. M. C. Office for Greenville County in Deed Book 169, at page 243.

The above described property is shown on plat of property of R. A. Jolley; made by Dalton & Neves, dated May, 1938, and hereto attached and made a part hereof and recorded in R. M. C. Office in Plat Book I, Page 109.

As evidenced by his acceptance of this deed, the grantee herein covenants for himself, his heirs and assigns, and agrees as follows:

- (a) That this covenant shall be a covenant running with the land, and shall be binding upon the grantee and his heirs and assigns:
- (b) That the property covered by this deed shall not be used for the manufacture, sale or delivery of ice commercially for a period of fifteen (15) years from this date;
- (c) Should there be a breach of this covenant and such use not cease within thirty (30) days after written notice so to do, addressed to the then owner, at Greenville, South Carolina, and deposited in the United States Post Office at Greenville, South Carolina, for transmission to such owner by registered mail, with sufficient postage attached, then and in such event the title to to said lot shall, at the end of thirty (30) days from the depositing of such notice in said Post Office automatically revert to the grantor herein.

There is upon the lot above described a catch-basin and drain pipe for the purpose of draining surface water off of said lot and off of the real estate adjoining and owned by the grantor herein. And the grantor, for itself, its successors and assigns, as a way appurtenant to the property so retained by the grantor and adjoining the lot above described, does hereby reserve the right for its surface water on said adjoining property to flow into said drain and through the same through the lot above described, with this provision, however, and that is, that the grantee, his heirs and assigns, shall at all times have the right to move the location of said drain upon said lot so long as the same does not materially interfere with surface water from this adjoining lot passing into and through said drain, and should the grantee at any time desire to move said catch-basin onto the property of the grantor immediately adjoining the property above described, the grantee, his heirs and assigns, shall have the right so to do, provided in making such removal the the relocation of said catch-basin will serve to take the surface water through the present storm sewer, as now or as hereafter located.

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 said premises before mentioned, unto the said R. A. Jolley, his heirs and assigns forever.

And Colonial Ice Company does hereby bind itself, and its successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said R. A. Jolley, his heirs and assigns, against it and its successors and assigns, and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

IN WITNESS WHEREOF, Colonial Ice Company has caused these presents to be executed in its name this 13th. day of June in the year of our Lord one thousand nine hundred and thirty-eight, and in the one hundred and sixty-second year of the Sovereignty and Independence of the United States of America.

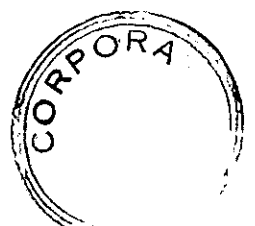
Signed, sealed and delivered
in the presence of:

V. E. Barker
R. E. Martin

COLONIAL ICE COMPANY (SEAL)

By- C. L. Stafford
Its Vice-President

ATTEST:
J. R. Baker
Its Assistant Secretary



(OVER)