

WHEREAS, it is the further desire of the parties hereto that this instrument shall be a covenant to run with the land and a release and acquittance of any and all claims to said West Spring Street, and also a deed of conveyance of any and all right, title and interest of the Parties of the First Part in and to said West Spring Street as shown on said plat;

NOW, THEREFORE, In consideration of the premises and the sum of \$1.00 to each of us in hand paid by the other, the receipt whereof is hereby acknowledged, we, the undersigned parties hereto, do hereby covenant and agree that said West Spring Street shall remain, and the same is hereby closed and forever abandoned, and the use thereof is hereby waived and renounced as a street, and we, the Parties of the First Part, hereby grant, bargain, sell and release, and by these presents have granted, bargained, sold and released, unto Patricia M. Burns, N. Cleo Williams, H. P. McManus and Nathaniel F. Holtzclaw, the Parties of the Second Part, their heirs and assigns, all our right, title and interest in and to, or in any way concerning, said West Spring Street as shown on said plat, and we further recognize and acknowledge that the fee simple title to said land shall vest in said grantees, free from any and all claims of the Parties of the First Part, and any easements, rights-of-way or interest whatsoever therein, and all subsequent conveyances of any portion of the property delineated on said plat shall be subject to and bound by this conveyance and release.

And the said Parties of the First Part do hereby covenant and agree for themselves, their heirs, executors and administrators, to defend against any and all claims or demands in or to said premises, but only to the extent that said claims or demands are asserted by the Parties of the First Part, or their