

GREENVILLE CO. S. C.

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DISTRICT OF COLUMBIA. CLERK OF COURTS  
R.M.C.

THIS INDENTURE, made this 1st day of February, 1968

by and between

GEORGIA INDUSTRIAL REALTY COMPANY, a Georgia corporation, Grantor,  
party of the first part; and

W. A. AUSTIN, SR., Grantee, party of the second part;

W I T N E S S E T H :

WHEREAS, by deed dated the 1st day of May, 1967, and recorded in the office of the Register of Mesne Conveyances, Greenville County, South Carolina, in Deed Book 821, page 177, the Grantor did convey unto W. A. AUSTIN, SR., a certain piece or parcel of land at Paris, in Greenville County, South Carolina, containing 6.26 acres, more or less, to which said deed reference is hereby made for a more particular description of said property, which said deed contained the following covenant:

"Grantee covenants and agrees, for himself and his heirs and assigns, unto and with Grantor, its successors and assigns, as a covenant running with the land, and as a part of the consideration for this conveyance, said covenant being evidenced by the acceptance and recordation of this deed by Grantee, that said premises hereby conveyed will be utilized for and in connection with the construction thereupon of a substantial building or structure having an area of not less than 20,000 square feet for use and to be used for the conduct of Grantee's cotton warehousing business, and that upon the failure of Grantee, his heirs or assigns, to construct upon said premises a building or structure as aforesaid and thereafter to use said premises for the purposes aforesaid within three (3) years next ensuing from and after the date of this conveyance, Grantor shall have and hereby reserves the right to repurchase said land and property at and for the price or sum of \$9,390, said right of repurchase being hereby reserved and to continue for one (1) year after the expiration of said three (3) year period; Grantee hereby covenanting for himself and his heirs and assigns, that he will, upon the accrual of said right of repurchase, and upon being notified in writing of the election of Grantor to exercise the same, promptly make or cause to be made said reconveyance to Grantor, or its nominee, in accordance with the terms hereof, by good and sufficient deed conveying the full title to said property, free of liens and encumbrances and with general warranty of title."

WHEREAS, Grantee has complied with the above covenant contained in said deed by constructing said building or structure upon said premises and has commenced to use the same for the purposes therein specified, and Grantee has

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