

FILED
GREENVILLE CO. S. C.
JAN 8 3 17 PM '73
DONNIE S. TARRERSLEY
R.M.C.

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For Release - see deed book 1003 of 8-8-63

THIS DEED, Made this 28th day of February, A. D., 1973, between SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation, hereinafter called "Grantor"; BRITT-CLARY COMPANY, INC., a South Carolina corporation, hereinafter called "Grantee"; and UNITED STATES TRUST COMPANY OF NEW YORK, Corporate Trustee under the First (formerly General) Mortgage dated March 1, 1950, made by the former Atlantic Coast Line Railroad Company, to which Seaboard Coast Line Railroad Company is successor by merger, hereinafter called "Trustee";

WITNESSETH: That Grantor, for and in consideration of the sum of Twenty-Three Thousand Seven Hundred Twenty-Five Dollars (\$23,725.00) to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell and convey unto Grantee, its successors and assigns, forever, that certain tract or parcel of land situate, lying and being at Mauldin, County of Greenville, State of South Carolina, and described as follows, to wit:

Beginning on the northeasterly line of Old Mill Road at a point 770 feet northwestwardly, measured along the northeasterly line of said road, from its intersection with the westerly line of Devonshire Road; running thence North 59° 36' West, along said line of Old Mill Road, 625.1 feet; thence North 31° 22' East, 257.5 feet to the southwesterly boundary line of Grantor's 100-foot lead track right of way; thence South 59° 29' East, along said boundary line, 618.9 feet; thence South 30° 00' West, 255.7 feet to the point of beginning; containing 3.65 acres, more or less, and being shown outlined in YELLOW on print of survey prepared by Piedmont Engineers & Architects, dated July 25, 1972.

-799- MB-4-1-2.11

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD said premises unto Grantee, its successors and assigns, forever; SUBJECT, However, to reservations, conditions, restrictions and easements of record.

Except as to the matters referred to in the preceding paragraph, Grantor hereby binds itself, its successors and assigns, that it is seized of said premises in fee and that same are free from encumbrances, and to fully warrant and forever defend all and singular said premises unto Grantee, its successors and assigns, against Grantor and its successors and assigns, and all other persons lawfully claiming or to claim the same or any part thereof.

Grantee hereby agrees, as a part of the consideration of this conveyance, to construct within one year from November 1, 1972, on the land hereby conveyed for occupancy by Grantee, a warehouse containing a minimum of 30,000 square feet of floor space, and further agrees that, if the construction of said warehouse shall not have been completed within said period of one year (which said period of time shall be extended by any acts of God, strikes or force majeure), Grantor shall have the right and option to repurchase the property hereby conveyed provided notice of intention to do so is given within ninety (90) days after the expiration of said one-year period, and upon receipt of notice from Grantor of its intention to exercise that right and option,

Greenville County
Stamp
Paid \$ 26.40
No. 380 Sec. 1