

(4) The payment and privileges above specified are hereby accepted in full settlement for said right of way.

The Grantor herein by these presents warrants that there are no liens, mortgages, or other encumbrances to a clear title to these lands, except that certain mortgage from the Grantor to Fidelity Federal Savings & Loan Association dated September 26, 1967 which is recorded in the Office of the RMC of the above county and state in Mortgage Book 1090 at Page 623; and that the Grantor is legally qualified and entitled to grant a right of way with respect to the land described herein. The expression or designation "Grantor" wherever used herein shall be understood to include the mortgagee.

In WITNESS WHEREOF, the hands and seals of the Grantor herein and of the mortgagee have hereunto been set this 15th day of November, 1972.

In the Presence of:

David W. Glenn

Charles B. Powell (SEAL)

Grantor

Pat Yewell

As to Grantor

FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION (SEAL)

David W. Glenn

By: Arnold J. Belt

W. W. Jones, Jr.

As to Mortgagee

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF GREENVILLE)

PERSONALLY appeared before me the undersigned witness who on oath says that he saw the above named Charles B. Powell deliver the within right of way and that (s)he, with the other witness subscribed herein, witnessed the execution thereof.

SWORN to before me this 15th day of November, 1972.

David W. Glenn

Larry Hughes (SEAL)
Notary Public for South Carolina

My commission expires: 2-22-82