portion thereof;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions stated herein, the parties hereto agree as follows:

- (1) The Grantor does hereby grant, bargain, sell, assign and transfer unto Grantees, Grantees' heirs, assigns, sub-lessees, customers of sub-lessees, tenants, customers of tenants, invitees, customers and permittees a non-exclusive right, privilege and easement of ingress and egress through, along, and on the driveway described hereinabove commencing September 1, 1974, and terminating October 30, 1998.
- (2) In consideration of said easement, the Grantees agree to pay to the Grantor the sum of \$200.00 per month, with first payment due September 1, 1974, and the remaining payments due between the first and tenth day of each month thereafter throughout the term of this agreement.
- (3) It is understood and agreed by and between the parties that in the event the lease agreement proposed between Bankers Trust of South Carolina and Grantees is not consummated, then in such event this agreement shall be considered null and void. In the event the lease agreement as proposed hereinabove is executed between Bankers Trust of South Carolina and Grantees, then in such event this easement shall take effect as proposed herein on September 1, 1974.
- (4) Grantor agrees to maintain the driveway in a proper state of repair and will pay any property taxes, local, State or Federal, that may be assessed against said driveway.
- (5) Grantor does hereby bind the Grantor and the Grantor's heirs, successors or administrators to warrant and forever defend all and singular said premises to the Grantees, and to the Grantees' heirs, successors, and assigns, against the Grantor and the Grantor's assigns and successors and against every person whomsoever lawfully claiming or to claim same or any part thereof.