

Savings and Loan Association may be refinanced, amended or modified not to exceed the principal sum of \$43,100.00, and a second mortgage which the Grantees anticipate placing upon the property in addition to the Staggs' note and mortgage the principal amount of which will not exceed with principal and interest the sum of \$3,000.00.

5. The Grantees and the Grantor covenant and agree that the Grantor may not have an adequate remedy at law for enforcement of any rights which the Grantor may have under the terms of this Agreement to relocate at Grantor's expense and be compensated for said driveway as removed and that the Grantor's rights hereunder are enforceable at the election of the Grantor by an action for specific performance in equity without waiver, however, of any other rights the Grantor may have hereunder but the provisions of this paragraph are between the Grantor and the Grantees and shall not be in detriment of the rights of the Mortgagee hereunder.

6. The easement herein granted by the Grantor to the Grantees shall be deemed an easement appurtenant to the property of the Grantees and shall be deemed an easement of covenant running with the land in perpetuity for the benefit of the Grantees, their heirs and assigns, or any purchaser from the Grantee for the purposes of ingress and egress unless sooner terminated as hereinabove provided with the consent of the Mortgagee. Nothing herein contained shall be construed as an obligation or duty on the part of the Mortgagee or any purchaser at a foreclosure of the Mortgagee's mortgage to construct a driveway or road as above provided.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this date and year first above written.

IN THE PRESENCE OF:

Carolyn D. Foster  
James D. Foster  
Carolyn D. Foster  
James D. Foster  
Carolyn D. Foster  
James D. Foster  
Carolyn D. Foster  
James D. Foster

Sam T. Staggs (SEAL)  
SAM T. STAGGS, GRANTOR

George A. Formoe (SEAL)  
GEORGE A. FORMOE, GRANTEE

Gwendolyn F. McCurdy (SEAL)  
GWENDOLYN F. MCCURDY, GRANTEE

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, MORTGAGEE

By: Reggie W. Boag  
Assist. Sec.

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE ) )  
PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Sam T. Staggs, George A. Formoe, Gwendolyn F. McCurdy and First Federal Savings and Loan Association by it duly authorized officer, sign, seal and as their act and deed deliver the within written Right of Way Agreement and that (s)he with the other witness subscribed above witnessed the execution thereof.

James D. Foster

Sworn to before me this  
9th day of September, 1976.  
Carolyn D. Foster (SEAL)  
Notary Public for South Carolina  
My commission expires: 1-31-1983

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