

by Fred H. Leffert, and in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and released, and by these presence do grant, bargain, sell and release unto Fred H. Leffert, his heirs and assigns forever:

An easement in and to the eastern wall of that certain building located on property situated on the southeast side of Cleveland Court, in the City of Greenville, County of Greenville, State of South Carolina, shown and designated as Lot E on a plat of Professional Park on Cleveland 1977 Expansion No. 2, made by Campbell & Clarkson Surveyors, dated June 3, 1977, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5-P, at Page 96; the eastern wall of said building located upon Lot E abutting the common boundary line between Lot E and Lot F as shown on the aforementioned plat; the common boundary line between said lots being shown thereon as having a course and distance of "... N. 28-19 W. 55.42 feet...".

This easement is granted for the purpose of allowing and permitting the building to be hereafter constructed on Lot F to be attached to and connected onto the eastern wall of the building heretofore constructed and located on Lot E so that the eastern wall of the building located on Lot E will constitute a support wall for the building to be constructed and located upon Lot F. The said eastern wall of the building located on Lot E shall hereafter be maintained as a dividing or a party wall between the said two buildings; this grant of easement being appurtenant to and constituting a covenant running with the land of the Grantor in favor of the Grantee and the Grantee's heirs and assigns.

This easement is granted further for the purpose of allowing and permitting the Grantee to make certain use of and modifications in and to the eastern wall of the Grantor's said building, subject to Grantor's right to terminate such use by the Grantee and require reconstructions by the Grantee of said eastern wall of Grantor's building; this grant of easement for such modification and use of the eastern wall of the Grantor's building being strictly subject to the terms and provisions of the aforementioned Contract For Sale And Agreement between the Grantor and the Grantee.

As further consideration for the within grant of easement, the Grantor herein and the Grantee herein acknowledge and agree that hereafter each shall share in the maintenance and expenses of upkeep of the eastern wall of the building located on said Lot E in proportion to the respective parties' use of said wall, but that the Grantee herein shall be solely responsible for any cost of restoring the eastern wall to its original condition as such reconstruction and restoration may have been occasioned by modifications to the eastern wall for the benefit of the Grantee; all in accordance with the terms and provisions of the aforementioned Contract For Sale And Agreement.

This conveyance is made subject to all restrictions, setback lines, roadways, parking lots, zoning ordinances, easements, rights-of-way, if any, affecting the above described grant of easement, and also subject to restrictive covenants applicable to said property recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1026, Page 379.

This grant of easement is incident to the property conveyed to the Grantor herein by deed from M. P. Niven, dated June 1, 1981,