

BEGINNING at a point on the Northwestern side of Mills Avenue in the front line of Part Lot No. 1, and running thence through Part Lot No. 1, N. 42-12 W. 83.7 feet to an iron pin; thence N. 32-05 W. 19.8 feet to an iron pin; thence N. 56-12 W. 14.2 feet to an iron pin at the joint rear corner of Part Lot No. 1 and property of Elizabeth Ragsdale Isbell; thence with a line through property of Elizabeth Ragsdale Isbell, S. 7-39 W. 10.0 feet to an iron pin; thence S. 54-19 E. 8.3 feet to an iron pin; thence S. 34-27 E. 17.4 feet to an iron pin; thence S. 41-00 E. 85.6 feet to an iron pin on the Northwestern side of Avenue, at the joint front corner of Part Lot No. 1 and property of Elizabeth Ragsdale Isbell; thence with the Northwestern side of Mills Avenue, with the front line of Part Lot No. 1, N. 45-02 E. 10 feet to the point of beginning;

and,

WHEREAS, the parties hereto wish to enter into an agreement for the joint, unobstructed, free access and use of said common driveway for ingress and egress to and from each of the respective properties described hereinabove;

NOW, THEREFORE, in consideration of the sum of One and No/100 (\$1.00) Dollar, to each of the undersigned in hand paid by the other, the receipt and sufficiency of which is hereby acknowledged, and other mutual valuable considerations, covenants and conditions set forth hereinbelow, Elizabeth Ragsdale Isbell, as the owner of Lot No. 2 referred to hereinabove, and Martha Dan P. Hartley, as the owner of Part Lot No. 1 referred to hereinabove, do hereby mutually grant, bargain, sell and release unto each other, their successors, heirs and assigns, forever:

A perpetual right-of-way and/or easement for ingress and egress over, through and upon that certain gravel driveway, approximately ten (10') feet in width, lying between the lots hereinabove described and owned by the respective parties as hereinabove stated. Said right-ofway and/or easement shall only be located where the common driveway currently exists, and shall be mutually used by Elizabeth Ragsdale Isbell, her heirs and assigns, and Martha Dan P. Hartley, her heirs and assigns, for all purposes for which driveways are commonly used. In addition hereto, Elizabeth Ragsdale Isbell and Martha Dan P. Hartley specifically agree to keep said common driveway unobstructed for the free access to and from the respective properties described hereinabove.

(CONTINUED ON NEXT PAGE)

5  
4  
2  
0

4328-172