

STATE OF SOUTH CAROLINA:

KNOW ALL MEN BY THESE PRESENTS, That Piedmont Savings and Investment Company, a corporation in the State aforesaid, for and in consideration of the sum of One Hundred Dollars, to it duly paid at and before the sealing of these presents by W. E. Payne of the County and City of Greenville and State aforesaid, (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released, and by these presents do bargain, sell and release unto the said W. E. Payne, All that certain piece, parcel or lot of land, situate, lying and being in the City and County of Greenville and State aforesaid, Containing 5000 square feet more or less, lying on the South side of Ware Street, and having a frontage on said Street of fifty (50) feet with a depth along parallel lines of One hundred (100) feet, and being a part of the lot conveyed to The Piedmont Savings and Investment Company by T. N. Davidson by deed dated January 10, 1899 and recorded in R.M.C. office for Greenville County in Volume J.J.J. page 461, and is the north western part of said lot and adjoining the lot of D. A. Lykes on the West.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said Premises before mentioned unto the said W. E. Payne and his Heirs and Assigns forever.

And it does hereby bind itself and its successors to Warrant and forever defend all and singular the said premises unto the said W. E. Payne and his Heirs and Assigns, against itself and its successors, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

In witness whereof the said Piedmont Savings and Investment Company has caused its corporate seal to be affixed and these presents to be subscribed by its President and Secretary this 19th day of January in the year of our Lord one Thousand, nine hundred and six (1906) and in the one hundred and thirtieth (130th) year of the Independence of the United States of America.

Signed, Sealed and Delivered

in the Presence of

Hayne P. Glover,
C. E. David,

Piedmont Savings and Investment Co.,

By Hamlin Beattie, President,

Attest, F. F. Capers, Secretary,

STATE OF SOUTH CAROLINA,
Greenville County.

PERSONALLY appeared before me Hayne P. Glover and made oath that he saw the within named Hamlin Beattie as President of the Piedmont Savings & Investment Co., a corporation of said State, and F. F. Capers as Secretary thereof, sign, seal and as the act and deed of said corporation deliver to him within written deed, and that he with C. E. David witnessed the execution thereof.

SWORN to before me this 19th

day of January A.D., 1906.

Perry Beattie, (Seal)

Recorded for January 19th, 1906.

M. M. M. 817

State of South Carolina.

County of Greenville.

Whereas Virginia Doyle Jones as party of the first part; H. M. Reynolds and C. C. Jones as party of the second part and G. H. Bottum and C. C. Jones as party of the third part, have each this day, had conveyed to them, respectively, by Helena C. Poole separate adjoining lots of land, with the buildings thereon situate, said lots lying and being on the East side of South Main Street in the City and County of Greenville, in said State, and each of the lots, respectively, to some extent abut the strip of land hereinafter described:

AND WHEREAS, while the said strip of land is contained in the deed of conveyance to the said Virginia Doyle Jones as aforesaid, nevertheless, it was the understanding and agreement by and between all the parties herein named at and before the respective purchases by them made as aforesaid, that said strip of land was and is to be used in common by all the parties herein named, their heirs and assigns. That said understanding and agreement constitute a part of the inducements to the parties hereinbefore denominated party of the second part and party of the third part, to purchase said property and take conveyances therefor as aforesaid, all of which was well known and concurred in by the said Virginia Doyle Jones.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS, That the said Virginia Doyle Jones for and in consideration of the foregoing premises and the further consideration of five Dollars to me in hand paid at and before the sealing of these Presents by the said H. M. Reynolds and C. C. Jones and by the said G. H. Bottum and C. C. Jones (the receipt whereof is hereby acknowledged), do hereby grant, upon the condition hereinafter stated, to the said H. M. Reynolds and C. C. Jones and to G. H. Bottum and C. C. Jones, their heirs and assigns, their servants and the tenants and occupants from time to time of the premises above referred to as abutting on said strip of land, and any other person or persons for them or their benefit, the right and privilege to use said strip of land in common with me my heirs and assigns, my servants, tenants or occupants of my said abutting premises from time to time together with any person or persons for my or their benefit, and the servants, tenants, occupants and persons for the benefit and advantage of my heirs and assigns, at all times freely to pass and repass, on foot or with animals, vehicles or otherwise, in, over, across and upon said strip of land. The said strip of land lying and being within the following marks and bounds, to wit: beginning at an iron pin, the North East corner of the lot of land this day conveyed to me by Helena C. Poole, as aforesaid, and runs thence N. 69 W. seventy six feet, thence S. 21 W. thirty three feet and one inch, seventeen feet of this distance being along the line of the lot of said Reynolds and Jones, thence S. 69 E. fourteen feet along the line of the lot of the said Bottum and Jones, thence along their said line N. 21 E. twenty three and one third feet, thence along their said line S. 69 E. sixty two feet, thence N. 21 E. ten feet to the beginning corner, save and except so much thereof as may be occupied by the walls of any buildings now abutting the same.

The condition above referred to being, that said strip of land, less the exception above noted, shall be and remain open and unobstructed, and except by the agreement in writing of all the parties herein named, or their heirs or assigns, shall in no wise be closed nor the rights and privileges hereby granted and reserved be otherwise abridged, revoked or prevented.

And I do hereby bind myself, my Executors, Administrators, Heirs and Assigns firmly by these Presents.

In witness whereof I have hereto set my hand and seal this the 11th day of September A. D. 1905.