

its mortgage given to it by The Middleton Group, a General Partnership, in the original sum of \$150,000.00, appearing of record in the SMC Office for Greenville County, S. C. in Mortgage Book 1339, page 565, to the ownership rights of Cheryl G. Berman as Owner, her heirs and assigns, as to that certain easement for overflow parking of ten (10) automobile spaces, appurtenant to Owners property, over and upon Lot A covered by Mortgagee's mortgage, the same being more fully described Paragraph two of two certain easements in a deed from Evelyn R. Silver to Cheryl G. Berman, recorded in the RMC Office for Greenville County, S. C. in Deed Book 1198, page 66C, it being intended hereby that the ownership rights of Cheryl G. Berman, her successors and assigns shall be paramount to the mortgage rights of the Mortgagee as to said easement for ten (10) overflow parking spaces on Lot A.

2. As a condition precedent for the grant of the within subordination to the ownership rights of Owner, Owner and Mortgagee covenant and agree that in the event that Mortgagee becomes the owner of Lot A, the dominant tenement for said easement for ten (10) overflow parking spaces through foreclosure of the aforesaid mortgage, deed in lieu of foreclosure or otherwise, then and in the event of vesting of legal title in Mortgagee or its assigns, Owner shall upon the request of Mortgagee or its assigns, enter into an agreement designating with particularity based upon a current survey the exact location of said ten (10) parking spaces on Lot A, which shall be shown on a survey prepared by a Surveyor mutually agreeable to Owner and Mortgagee, which survey shall be prepared in recordable form at the expense of the Owner.

3. The terms and conditions contained in this agreement shall be deemed covenants running with the land on property owned by the Owner in perpetuity as binding upon the Owner, her heirs, assigns, successors, executors and administrators.

Except as hereinabove specifically provided, the Mortgage of the Mortgagee appearing of record in Mortgage Book 1339, page 565, shall remain in full force and effect and the easement of the owner for said ten (10) overflow parking spaces shall not be extinguished by foreclosure of the mortgage of the Mortgagee except in accordance with the terms and conditions of this agreement.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 18 day of June, 1984.

IN THE PRESENCE OF:

Sharon J. Atkins

Marita B. Foster

As to First Federal

Constance H. McBride

Judith H. Soule

As to Cheryl G. Berman

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION  
OF SOUTH CAROLINA

BY: George J. Smith

Its: Vice President

(MORTGAGEE)

Cheryl Berman

CHERYL G. BERMAN  
(OWNER)

