

The undersigned further agrees that if the encroachment has not been removed within sixty (60) days after having been given notice to remove same, that the City of Greenville may remove the encroachment without rebuilding or repairing the portion removed and charge the cost of removal to the undersigned and that same shall become a lien against the property on which the Motor Hotel is being erected.

IN WITNESS WHEREOF, the said Southern Mortgage Investment Company, Inc. has hereunto caused its name to be signed and its Seal affixed this the 21 day of ~~February~~ ^{April}, A. D., 1959.

In the Presence of:

Eugene Bryant
Flora K. Hayes

SOUTHERN MORTGAGE INVESTMENT COMPANY,
INC. (LS)

By: [Signature]

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY APPEARED before me Flora K. Hayes,
and made oath that she saw the within named Southern Mortgage
Investment Company, Inc., by Ma M. Jones

_____ sign, seal and as its act and deed deliver the
foregoing written Agreement, and that she with Eugene
Bryant witnessed the execution thereof.

SWORN TO before me this Flora K. Hayes
21 day of ~~February~~ ^{April} A. D., 1959.

Eugene Bryant (L.S.)
Notary Public for South Carolina