18' HA EU E EE 130

5143.3-1-7.13 Block Book Number

## STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

-3 0030 81

as to the Mortgagee

SOURCE RIGHT OF WAY BOOK 1157 PLANE 617

1. KNOW ALL MEN BY THESE PRESENTS: That	Vincent J. Perone and
grantor (	s), in consideration of \$ 238.00 , paid or to
be paid by Metropolitan Sewer Subdistrict, hereinafter called the C a right-of-way in and over my (our) tract (s) of land situate in the	Grantee, do hereby grant and convey unto the said Grantee eabove State and County and deed to which is recorded in
the office of the R.M.C. of said State and County in Book 947	at Page 223 and Book at Page
said lands being briefly described as: Lot 40, Property	of John O. Alexander, Darian Way
and encroaching on my (our) land a distance of188feet,	
feet wide, extending 12½ feet on each sid ground, and being shown on a print on file in the office of the	Metropolitan Sewer Subdistrict. During construction said
right-of-way shall extend a total width of40feet, extendir	g 20 feet on each side of the center line.
The Grantor (s) herein by these presents warrants that there	
title to these lands, except as follows: Mortgage to Fide	elity Federal Savings and Loan
Association	
which is recorded in the office of the R.M.C. of the above said State and that he (she) is legally qualified and entitled to grant a right-of-	and County in Mortgage Book 1342 at Page 625 way with respect to the lands described herein.
The expression or designation "Grantor" wherever used he there be.	rein shall, be understood to include the Mortgagee, if any
2. The right-of-way is to and does convey to the Grantee, its sof entering the aforesaid strip of land, and to construct, maintain a and any other adjuncts deemed by the Grantee to be necessary for wastes, and to make such relocations, changes, renewals, substitutime to time as said Grantee may deem desirable; the right at all time regetation that might, in the opinion of the Grantee, enclanger or in their proper operation or maintenance; the right of ingress to and above for the purpose of exercising the rights herein granted; provides the herein granted shall not be construed as a waiver or abandotime to exercise any or all of same. No building shall be erected oveload thereon.	and operate within the limits of same, pipe lines, manholes, or the purpose of conveying sanitary sewage and industral tions, replacements and additions of or to the same from less to cut away and keep clear of said pipe lines any and all jure the pipe lines or their appurtenances, or interfere with legress from said strip of land across the land referred to wided that the failure of the Grantee to exercise any of the nment of the right thereafter at any time and from time to
3. It is agreed: That the Grantor (s) may plant crops, maint shall not be planted over any sewer pipes where the tops of the pipes ground; that the use of said strip of land by the Grantor shall not, it use of said strip of land by the Grantee for the purposes herein maind that would, in the opinion of the Grantee, injure, enclanger or ren	are less than eighteen (18) inches under the surface of the name of the Grantee, interfere or conflict with the entioned, and that no use shall be made of the said strip of
4. It is further agreed: That in the event a building or other line, no claim for damages shall be made by the Grantor, his heirs or as structure, building or contents thereof due to the operation or a of said pipe lines or their appurtenances, or any accident or mishap	signs, on account of any damage that might occur to such maintenance, or negligences of operation or maintenance,
5. All other or special terms and conditions of this right-of-wa	y are as follows:
<ol> <li>The payment and privileges above specified are hereby accever nature for said right-of-way.</li> </ol>	epted in full settlement of all claims and damages of what-
7. In the event plans for said sewer lines are cancelled or alterancelled and no money shall be due the Grantors. The payment of teconstruction commences.	ered and this right-of-way is not needed, then same may be he consideration for this right-of-way shall be made before
IN WITNESS WHEREOF, the hand and seal of the Grantor set this 52k day of, A. D., 19 80.	(s) herein and of the Morigagee, if any, has hereunto been
Signed, sealed and delivered in the presence of:	1 1 1
Mayon C. Hongland as to the Glygor (s)	Vivie l'eine (L.S.)
as to the Grantor(s)	GRANTOR(S) (L.S.)
as to the Mortgagee	(1.6.)
	11 0 1

MORTGAGEE