

State of South Carolina,

County of Greenville.

Articles of Agreement made at Greenville, S.C. this first day of March, A.D. 1909, between Pendleton Street Realty Association, a corporation under the laws of South Carolina, party of the first part and H.K. Townes, J.R. Ware, G.A. Buist and F.T. Dargen, parties of the second part,

Witness:-

That the said parties mutually agree as follows:-

The party of the first part shall have the right to run a sewer line using 8 inch pipe through a street running through the lands of the parties of the second part, the street to be laid out according to the judgment of the parties of the second part, to the creek running through said lands

The party of the first part is to lay water pipes through two or more of its Streets to the property line of the parties of the second part, and is to allow the parties of the second part to connect with the water pipes in two or more places, wherever convenient, the party of the first part is to put in 2- $\frac{1}{2}$ inch water mains in one street, and the parties of the second part is to pay for the extra cost for the extra size of the water pipe necessary to be used, and the party of the second part may connect with all water pipes that run to the extremity or near the extremity of the property of the party of the first part in the direction of the parties of the second part, including the water pipe that runs out to-ward the property now belonging to G.B. Thruston.

The party of the first part is to allow the parties of the second part to join and use the Streets as laid out on plat of lands of the party of the first part, recorded in R.M.C. Office in Plat book A., page 123, and to allow street running to the lands of G.B. Thruston extended at any time the parties of the second part may request without extra charge.

The party of the first part agrees to place every fifty feet in the sewer pipe along the property of the parties of the second part "Y"s, the parties of the second part are to pay for the extra cost of the Y pipes used.

If the parties of the second part desire to use this sewer line at any time, they or their heirs or assigns may do so, and connect with the same, provided they pay the pro rata costs of construction per foot, through their property, without interest on the price or cost

Provided further that if the party of the first part shall at any time receive compensation, or any valuable consideration for the sewer pipe by the City of Greenville, S.C., or from any source, then the parties of the second part are to participate in consideration or benefit, provided they shall at any time decide to use said sewer line.

Provided also that if the parties of the party of the first part shall hereafter, or at any time, receive any consideration, or rebate from the Paris Mt. Water Co., or from any source, on the construction of the water pipe, then the parties of the second part are also to participate in like manner, to the extent the parties of the second part have participated in the cost of placing the said water pipe.

Witness our hands and seals.

C.F. Heynsworth,
E.D. Allen.

South Carolina,
Greenville County.

Personally appeared before me C.F. Heynsworth who upon oath says: that he saw H.K. Townes individually and as agent for J.R. Ware, F.T. Dargen and G.A. Buist, and Pendleton Street Realty Association by Alester G. Furman each sign, and that he with E.D. Allen witnessed the execution thereof.

Sworn to before me August 26, 1921.

E.D. Allen (L.S.)

Notary Public for S.C.

H.K. Townes, as Agt. for J.R. Ware,
F.T. Dargen, and G.A. Buist and individually

Pendleton St. Realty Assn.,
By Alester G. Furman
Chairman Ex. Com.

C.F. Heynsworth

Recorded August 26th, 1921.

State of South Carolina,

County of Greenville.

Whereas under and by virtue of the last Will and Testament of Henry M. Smith, late of the County and State aforesaid, Nannie B. Morgan was devised certain lands for the term of her natural life and at her death the same to go to her children, with power vested in the Executors of said Will to sell and re-invest the proceeds in other lands &c.;

And whereas said lands originally devised, as aforesaid, have been sold and the proceeds re-invested and the lands so purchased are now held by the said Nannie B. Morgan upon the same terms and limitations:

And whereas I.N. Morgan, J.F. Morgan, L.M. Morgan and A.A. Morgan are the children and remaindermen of the said Nannie B. Morgan and the said J.F. Morgan being desirous of owning in fee his share of the remainder, as aforesaid, and the others of the children having joined the life tenant in a deed of conveyance to certain of the lands aforesaid and the said J.F. Morgan under said deed of conveyance now holds the same in fee, and the consideration among other things for said conveyance being that he would release, sell, assign, convey and grant all of his right, title and share in remainder (except to the land conveyed to him as aforesaid) to the others of the children above named:

Now know all men by these presents: That I, J.F. Morgan of the County and State aforesaid for and in consideration of the foregoing premises and the further consideration of twenty two and one-third acres of land valued at three hundred and thirty-five dollars, to me in hand paid at and before the sealing of these presents, have granted, bargained, sold, aliened, remise, released, conveyed and confirmed unto I.N. Morgan, L.M. Morgan and A.A. Morgan and do hereby grant, bargain, sell, alien, remise, release, confirm and convey unto the said I.N. Morgan, L.M. Morgan and A.A. Morgan, their heirs and assigns forever, all of my right, title, interest and estate of, in or to the reversion and remainder of all the property, both real and personal (except to the land conveyed to me as aforesaid) now held or that may be hereafter held by my mother Nannie B. Morgan under and by virtue of the last will and testament of Henry M. Smith, aforesaid, whether said lands and personal property be such as were originally devised and bequeathed under said will or such as represent the proceeds of the sale of any such from time to time.

To have and to hold the said reversion and remainder, and the rents, issues and profits thereof, when it shall happen, upon the death of the said Nannie B. Morgan, in and of all and singular the granted premises or such as may be hereafter held, as aforesaid, together with the appurtenances unto the said I.N. Morgan, L.M. Morgan and A.A. Morgan, their heirs and assigns forever.

And I do hereby bind myself, my heirs, executors and administrators to warrant and forever defend all and singular the said reversion and remainder unto the said I.N. Morgan, L.M. Morgan and A.A. Morgan, their heirs and assigns against myself and my heirs and against every person whomsoever lawfully claiming the same or any part thereof.

Witness my hand and seal the 9, day of Feb. 1918 and in the 142nd. year of the Independence of the United States of America.

Signed, sealed and delivered

in the presence of: (Stamps 50 cts.)

J.F. Morgan (Seal)

J.L. Pece,

T.C. Anderson.

(Over)