

State of South Carolina,
County of Greenville.

Agreement.

Whereas, in and by the 8th item of her last will and testament, dated May 24, 1923, and on file in the Probate Office for Greenville County, Elizabeth M. Cleveland, late of the County and State aforesaid, gave and devised unto James Harvey Cleveland, Sallie V.C. Fairchild and Mary-Louise Gower certain real estate situate in the City of Greenville, County and State aforesaid, described as follows: "My Emaxcee" Office Building, and the building adjoining, known as the 'Dorroh House', in the City of Greenville, South Carolina, on West McBee Avenue and Jackson Street. And extending along Jackson Street the length of 'Emaxcee' Building. With privilege of using private entrance to and from back of the Building. "And,

Whereas, in and by the 1st item of said Will said Elizabeth M. Cleveland gave and devised unto James Norwood Cleveland and Richard Mays Cleveland the adjoining property; and,

Whereas, the metes and bounds of the private entrance are not clearly defined in said Will, and it is desired to establish the boundaries and to fix the respective rights of the parties hereto: Now, Therefore, this Agreement, made and entered into this 29th, day of April, 1925, by and between James Norwood Cleveland and Richard Mays Cleveland, as parties of the First Part, and James Harvey Cleveland, Sallie V.C. Fairchild and Mary Louise Gower as parties of the second part,

W-I-T-N-E-S-S-E-T-H :-

It is agreed that the private entrance referred to in the 8th item of said will is bounded as follows: Beginning on the east side of Jackson (or Laurens) St. at the southwest corner of the "Emaxcee" building, and running thence with the southern or outer edge of the southern wall of the said "Emaxcee" building, and with the southern line of lot described in the quit-claim deed from J. Norwood Cleveland and R. Mays Cleveland to J. Harvey Cleveland, Sallie V.C. Fairchild and Mary Louise Gower, dated April 29th, 1925, S. 69 E. 118 feet, 2 inches; thence S. 20-49 W. 12 feet to an iron pipe; thence N. 69 W. 118 ft. 2 inches to Jackson (or Laurens) Street; thence with said Street N. 20-34 E. 12 ft. to the beginning corner, as shown on plat made by R.E. Dalton, April, 1925, and hereto attached as part of this agreement.

It is further agreed that the northern portion of said private entrance or way to the width of two (2) feet and extending from Jackson (or Laurens) Street in an easterly direction one hundred eighteen (118) feet two (2) inches shall be reserved for the use of the parties of the second part, their heirs and assigns, for the purpose of maintaining removable stairways, entrance-ways and other removable obstructions and for all other purposes incident to the use, occupation operation and maintenance of the property of the parties of the second part and of the buildings thereon, except for immovable obstructions. But the parties of the first part reserves to themselves the right temporarily to remove or cause to be removed any such obstructions upon condition that they are promptly replaced by the party so removing.

It is further agreed that the fire escape attached to said "Emaxcee" Building and now projecting over said private entrance and all renewals, replacements and restorations thereof may forever be maintained to the full width as now constructed.

Except as hereinabove provided the said private entrance as herein described shall forever remain open and unobstructed for the use of the parties of the Second Part, their heirs and assigns.

(Over)