

State of South Carolina,  
County of Greenville

Agreement to Change Streets.

This Agreement made this the 31st day of October, 1928, by and between D. R. Cain, Trustee, Party of the First Part, and H. J. Martin, Fannie S. Cary (formerly Fannie P. Stone), T. C. Stone, and C. Rivers Stone, and R. N. Smith, Parties of the Second Part,  
WITNESSETH:

That WHEREAS the Party of the First Part is the owner, as Trustee of ten lots of land on the northern side of East Croft Street, and west side of Chicks Springs Road, said lots being a part of Tract No. 7, as shown on plat of the Stone Land Company, and Parties of the Second Part are owners of the lots on the southern side of said East Croft Street, as Follows: H. J. Martin Lot 27; Fannie S. Carey, Lot No. 29; T. C. Stone, Lot No. 31, and C. Rivers Stone, lot No. 37; and R. N. Smith, lot No. 25; all of said lots being in Block or Section "F", of the plat of the Stone Land Company, as recorded in the R. M. C. office for Greenville County, and being the only lots fronting on East Croft Street on the south, and

WHEREAS East Croft Street abuts into the lands of the Title Guarantee and Trust Company at the western end, and has no outlet on the west into Bennett Street, except by a ten foot alley, running north and south from Croft Street to Russell Avenue, and

WHEREAS the lots of the party of the first part, as Trustee have a depth of only 104.7 feet; and said party of the first part is desirous of increasing the depth of his lots to 114.7 feet by taking ten feet from the northern side of East Croft Street, and parties of the second part are desirous of extending Croft Street so that it will have an outlet into Bennett Street through Russell Avenue, and

WHEREAS said East croft street has not yet been opened or deeded to the City of Greenville, and parties of the Second Part are the only owners of property fronting an Croft street on the south, and party of the first part is the only party owing property on Croft Street on the North.

NOW KNOW ALL MEN BY THESE PRESENTS,

THAT in consideration of the party of the first part, as Trustee, opening and dedicating to public use a strip of land on the western side of his property, 30 feet wide by 270 feet deep, extending from the northern side of East Croft Street to the northern side of Russell Avenue, it is agreed by the parties of the Second Part that D. R. Cain, Trustee, may, and by this agreement is hereby authorized to close up a strip of the northern side of Croft Street ten feet wide, extending from the Chicks Springs Road to the eastern side of the 30-foot strip dedicated by him as a public street, as shown on plat of said D. R. Cain, Trustee, and is authorized to dedicate said ten-foot strip to his own use, as Trustee, for the Benefit of himself as trustee, his successors and assigns, and it is agreed that the street (now laid out on the plat of the Stone Land Company as a sixty-foot street, be laid out on the plat of the property of D. P. Cain, Trustee as a fifty-foot street, and said ten-foot strip immediately on the north be added to the property of D. R. Cain, Trustee. X

It is Further understood and agreed that this agreement shall be for the mutual benefit of all parties concerned, and for the benefit of their successors, heirs, assigns, administrators, executors and for the benefit of each other.

And the party of the first part and the parties of the second part do hereby bind themselves, their successors, heirs and assigns, administrators or executors, to forever abide by this agreement.

Whereunto we have set our hands and seals the year and date first above written.

Signed, sealed and delivered

in the presence of:

R. G. Stone,  
H. C. McKnight,

D. R. Cain, As Trustee  
Party of the First part.  
Fannie S. Cary,

H. J. Martin,  
R. N. Smith  
T. C. Stone,  
C. Rivers Stone,  
Parties of the Second Part.  
J. D. Burns.

(OVER)