

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

12 2 22 1973

Greenville County Block Book Designation
as of:

District 206, Sheet 539.4, Block 1
Lots 18, 30, 31

1. KNOW ALL MEN BY THESE PRESENTS: That Comfortable Mortgages, Inc., grantor, in consideration of \$509.00 paid by the School District of Greenville County, a body politic under the laws of South Carolina, hereinafter called the Grantee, receipt of which is hereby acknowledged, does hereby grant and convey unto the said grantee a right of way in and over its tracts of land situate in the above State and County and deed to which is recorded in the office of the R.M.C., of said State and County in Book 1059, at Page 502, encroaching on its land the following distances:

Lot 18 - 39 feet, more or less.
Lot 30 - 220.2 feet, more or less.
Lot 31 - 250 feet, more or less

Said encroachment being that portion of its said land 25 feet wide, extending 12.5 feet on each side of the center line, as same has been marked out on the ground and being shown on a print on file in the offices of the School District of Greenville County, including 50 feet wide, 25 feet on each side during construction.

The Grantor herein by these presents warrants that there are no liens, mortgages, or other encumbrances to a clear title to these lands, except as follows: Real estate mortgage in favor of C. Douglas Wilson & Company, now NCNB Mortgage South, Inc., in the amount of \$1,600,000.00, which is recorded in the office of the R.M.C. of the above said State and County in Mortgage Book 1287 at Page 29* and that it is legally qualified and entitled to grant a right of way with respect to the lands described herein.

* Supplemented in Mortgage Book 1342, Page 21, and Mortgage Book 1354, Page 1.

The expression or designation "Grantor" however used herein shall be understood to include the Mortgagee, if any there be.

2. The right of way is to and does convey to the grantee, its successors and assigns the following: The right and privilege of entering the aforesaid strip of land, and to construct, maintain, and operate within the limits of same, pipe lines, manholes, and any other adjuncts deemed by the grantee to be necessary for the purpose of conveying sanitary sewage and industrial wastes, and to make such relocations, changes, renewals, substitutions, replacements and additions of or to the same from time to time as said grantee may deem desirable; the right at all times to cut away and keep clear of said pipe lines and any and all vegetation that might, in the opinion of the grantee, endanger or injure the pipe lines or their appurtenances, or interfere with their proper operation or maintenance; the right of ingress to and egress from said strip of land across the land referred to above for the purpose of exercising the rights herein granted; provided that the failure of the grantee to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time and from time to time to exercise any or all of same. No building shall be erected over said sewer pipe line nor so close thereto as to impose any load thereon.

3. It is Agreed: That the grantor may plant crops, maintain fences and use this strip of land, provided: That the crops shall not be planted over any sewer pipes where the tops of the pipes are less than eighteen (18) inches under the surface of the ground; that the use of said strip of land by the grantor shall not, in the opinion of the grantee, interfere or conflict with the use of said strip of land by the grantee for the purposes herein mentioned, and that no use shall be made of the said strip of land that would, in the opinion of the grantee, injure, endanger or render inaccessible the sewer pipe line or their appurtenances.

4. It is further agreed: That in the event a building or other structure should be erected contiguous to said sewer pipe line, no claim for damages shall be made by the grantor, his heirs or assigns, on account of any damage that might occur to such structure building or contents thereof due to the operation or maintenance, or negligences of operation or maintenance, or said pipe lines or their appurtenances, or any accident or mishap that might occur therein or thereto.

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