

in the RMC Office for Greenville County in Deed Book 1069, Page 231. The easement herein granted shall be for the benefit of the grantees, their heirs, successors, assigns, guests and invitees and shall be deemed to run with the land.

This is a portion of the property conveyed to the grantors herein by deed of Walter L. Patton, dated December 28, 1977, recorded January 4, 1978, in the Greenville County RMC Office in Deed Book 1071, Page 322; and also by quitclaim deed of Knox L. Haynsworth, Jr., Trustee, et al, dated June 13, 1979, and recorded July 11, 1979 in the Greenville County RMC Office in Deed Book 1106, Page 525.

This conveyance is made subject to all easements, conditions, covenants, rights of way and restrictions appearing of record or on the premises as they may be applicable to the above described property, as well as to applicable zoning laws and ordinances, if any.

Together with the above, the grantors hereby grant unto the grantees the first right of refusal to purchase any portion of a 5 acre tract adjoining the property conveyed herein. This 5 acre tract is a portion of the property conveyed to the grantors by the above referenced deeds of Walter L. Patton and Knox L. Haynsworth, Jr., Trustee, et al; and it is more particularly described as shown on survey entitled "Survey for Bob Bell" dated May 23, 1980, prepared by Freeland & Associates, and identified as drawing number 5059-2. Before any portion of this 5 acre tract may be sold to a third party, the grantees shall be advised of the proposed sales price and payment terms and shall be given a reasonable time of at least ten days in which they may agree to purchase the property for that price and on those payment terms, with the transaction to be closed in a reasonable time thereafter. Once a portion of the 5 acre tract has been sold to a third party after the grantees herein have declined or failed to execute their first right of refusal, this first right of refusal shall cease to encumber in any way that portion which has been conveyed; but it shall continue to apply to remaining portions which continue to be owned by the grantors. This first right of refusal shall be binding upon the grantors' heirs or devisees by will or intestate succession until it otherwise terminates or ceases to apply hereunder. In addition to provisions set forth above, this first right of refusal shall terminate and be of no further force and effect upon the occurrence of any of the following events: (1) the written release of this right by the grantees; (2) the deaths of both grantees; or (3) the conveyance to third parties by the grantees of all of their interest in all of the property described herein. Except as expressly provided herein, this first right of refusal shall be personal to the grantees and shall not run with the land.

Bob of the 5 acre tract

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said William B. Drury and Karen L. Drury, their heirs and assigns forever.

AND we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said William B. Drury and Karen L. Drury, their

heirs and assigns against us and our heirs and every other person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hands and Seals this 10th day of December in the year of our Lord one thousand nine hundred and eighty.

Signed, Sealed and Delivered in the Presence of

Jack H. Tedards, Jr.
Delia G. Warren

Robert L. Bell (SEAL)
Marian C. Bell (SEAL)

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