

This is the same lot of land conveyed to Grantee and said Kelly W. Sullivan from FOOD-LANE, INCORPORATED by deed dated May 22, 1958 and recorded in said R.M.C. Office in Deed Book 600, at page 57.

As a part of the consideration for this conveyance it is agreed that no building shall be constructed upon the rear or eastern 25 feet of said lot for a period of 20 years from January 11, 1958.

By the acceptance of delivery of this deed, Grantee assumes any obligations of Grantor as said Executor and/or the late Kelly W. Sullivan as co-lessor with Grantee under the lease of the above described property. Said lease, dated March 17, 1958 was from Grantee and said Sullivan, as lessors, to Foodlane, Incorporated, as lessee. Certain assignments followed and BI-LO, Inc. as assignee occupies said property as lessee. The original term plus an extension thereof will expire on July 31, 1978, but BI-LO, Inc. has an option under the lease to extend the term of said lease until July 31, 1983.

Grantor hereby grants to Grantee all rentals and other benefits payable or due to Grantee's co-lessor or the successor to said co-lessor, after June 29, 1973 under said lease.

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 said premises before mentioned, unto the said Grantee and Grantee's Heirs, or Successors, and Assigns forever.

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