

Book A, at pages 106-107 (R.M.C. office Greenville County), and being described as follows, according to said plat: Beginning at a pin, corner of Vine Street and extension of Washington Street, and running thence with Washington Street N. 36-42 W. one hundred (100) feet and eleven (11) inches to pin, corner of Lot No. 3; thence along line of Lot No. 3 in a Westerly direction one hundred and fifty (150) feet to pin on sixteen foot alley and Vine Street; thence with Vine Street N. 87-15 E. one hundred and eighty (180) feet and ten (10) inches to the beginning corner. 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 W.H. Smith, his heirs and assigns forever.

And we do hereby bind ourselves as Executors, and our heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said W.H. Smith, his heirs and assigns, against ourselves as executors, and our heirs, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness our hands and seals this 24th, day of February in the year of our Lord one thousand nine hundred and fourteen, and in the one hundred and thirty-eighth year of the Independence of the United States of America.

Signed, sealed and delivered

in the presence of

W.M. Wheeler,

W.M. Wheeler, Jr.

State of South Carolina,

County of Greenville.

L.M. McBee, (L.S.)  
 Executor of the Will of J.W. Cagle.  
 Wilkins Cagle, (L.S.)  
 Executor of the Will of J.W. Cagle.  
 John W. Cox, (L.S.)  
 Executor of the Will of J.W. Cagle.  
 John McH. Mauldin, (L.S.)  
 Executor of the Will of W.L. Mauldin.  
 Eliza K. Mauldin, (L.S.)  
 Executor of the Will of W.L. Mauldin.  
 Clarence Howland, (L.S.)  
 Executrix of the Will of W.L. Mauldin.

Personally appeared before me W.M. Wheeler, Jr. and made oath that he saw the within named Luther-McBee, Wilkins Cagle, John W. Cox, John McH. Mauldin, Eliza K. Mauldin, and Clarence Howland, as Executors, sign, seal, and as their act and deed deliver the within written deed, and that he with W.M. Wheeler, witnessed the execution thereof.

Sworn to before me this 5th,

day of March 1914.

W.M. Wheeler, Jr.

H.C. McKnight (Seal)

Notary Public for South Carolina.

Recorded for March 6th, 1914.

State of South Carolina,

County of Greenville.

Whereas, on the 29, day of April 1902, the Paris Mountain Water Company entered into an Agreement with T.G. Croft, et al, whereby the said Paris Mountain Water Company secured a right of way for the laying of pipes through and over the property of the said T.G. Croft, et al. and in consideration of said right of way agreed to furnish to the said T.G. Croft, et al, their heirs and assigns water from their main at the rate of ten cents per thousand gallons; and

Whereas, on the 1 day of April, 1905, the said property was purchased by Agnes O. Stone and E.E. Stone, et al, and *See PPF/158*

Whereas, Agnes O. Stone and E.E. Stone are desirous of extending to the said J.W. Griffith the same privilege or right to have taps made on said main and pay at the rate of ten cents per thousand gallons for water;

NOW, KNOW ALL MEN BY THESE PRESENTS, That provided by terms of the aforesaid agreement alluded to with the Paris Mountain Water Company, the right to cause it to furnish water to the assigns of the granting parties hereto, we, Agnes O. Stone and E.E. Stone, for and in consideration of the sum of One Dollar to us in hand paid, the receipt of which is hereby acknowledged, do grant unto the said J.W. Griffith the same right to have taps made and receive water at the rate of ten cents per thousand gallon, in so far as the contract made between the Paris Mountain Water Company and T.G. Croft, et al will allow the grantors herein to make their conveyance; but should the undersigned grantors be unable to comply with the terms of this agreement, because the Paris Mountain Water Company, or its successors may have a legal right to refuse to furnish the same by the terms of their agreement aforesaid, then in such case, it is expressly understood and agreed that should J.W. Griffith be unable to procure water, or to enforce the same to be furnished him under this agreement, then the said Agnes O. Stone and E.E. Stone, their heirs, executors and assigns shall not be held liable for any claims, demands and damages of any kind whatsoever in law or equity on account of their failure to carry out the terms of this agreement.

It is expressly understood that this agreement is not intended in any way to bind the said Agnes O. Stone and E.E. Stone, their heirs, executors, administrators and assigns to furnish water to the J.W. Griffith but is only intended to give the said J.W. Griffith water privileges under the aforesaid contract with the Paris Mountain Water Company and T.G. Croft, et al, if they have the right to do so; and in case it becomes necessary by process of law to enforce any legal rights that the said J.W. Griffith may have under this agreement against the Paris Mountain Water Company, all costs, fees or other charges in connection with the same are to be borne individually by the said J.W. Griffith.

Witness our hands and seals this 13th, day of February 1914.

Witness:

F.S. Miller,  
 S.P. Stoney, As to Agnes O. Stone.  
 L.E. Croft,  
 E.C. Stoney,

Agnes O. Stone, (L.S.)

E.E. Stone, (L.S.)

R.G. Stone, As to E.E. Stone.  
 T.F. Hunt,

(Over)