

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

AGREEMENT.

This Agreement made and concluded this 23 day of May, 1938, by and between N. A. McKeithan, Party of the First Part; A. B. Green, Party of the Second Part and Victor D. Gifford, Party of the Third Part, W I T N E S S E T H :

In consideration of the mutual promises and covenants hereinafter set forth said parties agree as follows:

1. The party of the first part hereby agrees that the building line of Lots Nos. 13 and 14, as shown on the plat of the property of A. B. Green, recorded in office of R. M. C. for Greenville County, in Plat Book D page 296, shall be modified by placing said line 55 ft. from the R/W of U. S. Highway #29 instead of 75 ft. therefrom, as now shown on said plat.

2. The party of the second part hereby agrees that the building line of Lots Nos. 13 and 14, as shown on the plat of the property of A. B. Green, recorded in office of R. M. C. for Greenville County, in Plat Book D page 296, shall be modified by placing said line 55 ft. from the R/W of U. S. Highway #29 instead of 75 ft. therefrom, as now shown on said plat.

3. The party of the third part hereby agrees to

(a) erect no building, wash rack, grease rack or other structure of whatever nature closer than 35 ft. to lot #12 as shown on the plat above referred to;

(b) erect or place no signs, bill boards or other advertising devices closer than 20 ft. to said Lot #12, provided, however, said party may erect a standard single pole Sinclair sign post of such height as will not interfere with or obstruct the view of the house situate on lot #12, at or near the N. W. corner of lot #13;

(c) place the living quarters in the building now under construction and any replacements thereof on the opposite side of said building from said lot #12, that is to say the living quarters of any building which said party may erect on lot 13 shall be in the N. E. portion of said building;

(d) construct no driveway or other entrance to lot #13 in such manner as to interfere with the full and undisturbed use and enjoyment of the driveway to lot #12, or so as to increase the flow of surface or drainage waters onto said driveway or onto lot #12 which it serves;

(e) pay all legal expenses incurred by the party of the first part in connection with the preparation of this agreement.

4. The parties of the second and third part jointly agree to erect a white picket fence, acceptable to the party of the first part, along the joint line of lots Nos. 12 and 13, commencing at a point on said line opposite to the rear of the house situate on lot #12 and running along said line to the R/W of said U. S. Highway #29, said fence to be five ft. high from the point of beginning to the new building line fixed for lot #13 by this agreement, and tapering from that point to said R/W to a height of three ft.

5. The parties of the first and third part jointly agree to keep said fence properly painted and repaired and to share equally the expense thereof.

6. This instrument contains all agreements, verbal or written, between the parties hereto and shall bind the parties hereto, their heirs and assigns.

WITNESS our hands and seals the day and year above written.

In the Presence of:
E. M. Blythe, Jr.
Semmie Lurey

N. A. McKeithan (L. S.)
Party of the First Part.

A. B. Green (L. S.)
Party of the Second Part.

Victor D. Gifford (L. S.)
Party of the Third Part.

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Personally appeared before me E. M. Blythe, Jr. who, being duly sworn, says that he saw N. A. McKeithan, A. B. Green and Victor D. Gifford sign the foregoing instrument, and that he with Semmie Lurey witnessed the execution thereof.
Sworn to before me this 23 day of May, 1938.

Semmie Lurey (L. S.)
Notary Public for S. C.

E. M. Blythe, Jr.

No Stamps.

Recorded February 20th, 1945 at 3:15 P. M. #2043 BY: E.G.