

State of South Carolina,
County of Greenville.

Whereas heretofore, to-wit, on or about the twenty second day of April, 1918, David P. Montgomery was the owner of a lot of land situate on the east side of Lloyd Street in the First Ward of the City of Greenville in said County and State, being the same lot conveyed to him by S. Hughes by deed recorded in the office of the Register of Meuse Conveyances for said County and State in Deed Book 46, at page 154;

And whereas, the said David P. Montgomery and his wife Mrs. Mary E. Montgomery were on said date the owners of another lot of land (adjoining and immediately south of the ^{lot} first hereinabove described) conveyed to them by Mrs. Malinda P. Landrum by deed recorded in said office in Deed Book 46, at page 306;

And whereas, by deed recorded in said office in Deed Book 35, at page 259, the said D. P. Montgomery conveyed to Mrs. Nan Rowland Hughey, the larger portion of the lot first hereinabove referred to; the lot so conveyed to Mrs. Hughey having a frontage of sixty-two (62) feet on Lloyd Street and a width of seventy (70) feet in the rear.

And whereas, by the deed last above mentioned the said D. P. Montgomery created an easement in the nature of a right of way over another strip of land fronting ten (10) feet on the east side of Lloyd Street and running back eighty-six (86) feet in depth, south of and immediately adjoining the sixty-two foot lot so conveyed to the said Nan Rowland Hughey; the northern part of said right of way (eight feet in width) being a portion of the lot formerly belonging to S. Hughes and the southern part of said right of way (two feet in width) being a part of the lot formerly belonging to Mrs. Malinda P. Landrum; said right of way to be for the joint use of the owners of the two lots of land first hereinabove mentioned and their respective heirs and assigns;

And whereas, by deed recorded in said Office

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in Book 49, at Page 204, the said David P. Montgomery and Mary E. Montgomery subsequently conveyed to Herbert L. Garrett the second lot of land hereinabove described (being the tract formerly belonging to Mrs. Landrum), but failed to mention said right of way, and the said H. L. Garrett subsequently conveyed the same to Mrs. Kathryn Crise by deed recorded in said office in Book 58, at Page 345;

And whereas, some doubt has been expressed as to the exact force and effect of said deeds;

Now, in order to remove such doubt we, the undersigned, hereby declare that it was the true intent and meaning of said written instruments that the ten foot right of way created and reserved in the above mentioned deed from D. P. Montgomery to Mrs. Nan Rowland Hughey should be for the joint use of the owners and occupants from time to time of the two lots first hereinabove described and of their respective heirs and assigns, and of all persons using the same by their consent;

And we do hereby mutually covenant and agree to and with each other that said right of way shall remain and be preserved in perpetuity for the uses aforesaid, and that the right to use the same be incidental and appurtenant to the ownership of both of said lots of land, whether or not such right be mentioned in the deeds, wills or other written instruments transferring such title, and that such right shall pass to and vest in the respective owners of the two lots of land first hereinabove described (which lots lie on each side of said right of way), and their respective heirs and assigns forever, in perpetuity;

And we do hereby bind ourselves and our respective heirs not to make at any time any claim conflicting with the rights of said abutting owners as hereinabove stipulated and defined.

In Witness whereof we have hereunto subscribed our names and affixed our seals to triplicate copies hereof (either of which shall be deemed an original for all purposes) on this the four

(Over)