

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA - GREENVILLE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

THIS AGREEMENT, MADE and entered into this 12th day of February, 1940, by and between Helen Roe Thackston, hereinafter referred to as the Party of the First Part, and C. O. Milford, hereinafter referred to as the Party of the Second Part, WITNESSETH:

The Party of the First Part for and in consideration of the sum of \$1.00 to her in hand paid by the Party of the Second Part, does hereby grant, bargain, and convey to the Party of the Second Part his heirs and assigns the right and privilege to a right of way or easement across the rear portion of certain property of the Party of the First Part located in Subdivision known as Harcourt, and being the same conveyed to the Party of the First Part by J. Ed Hart by deed dated January 6, 1938, recorded in Deed Book 201, page 246, R. M. C. Office for Greenville County, and by deed of C. O. Milford dated December 20, 1939, and recorded in Deed Book 216, page 353, R.M.C. office for Greenville County, said right of way or easement is for the purpose of permitting the Party of the Second Part to install and maintain a sewer line from the property of the Party of the Second Part across the rear portion of the property of the Party of the First Part to Elford Street, and the parties hereto have already agreed as to the course of the line to be installed, and it is understood and agreed that the line will run as close to the rear line of the property of the Party of the First Part where her property joins the Peace property as possible.

The Party of the Second Part hereby agrees to have said sewer line installed in a first class workmanlike manner, and agrees to properly refill the ditch made necessary, and the line at all times will be below the level of the ground, and the Party of the Second Part agrees to keep said line in proper repair, and if it becomes necessary to repair said line, same will be done in a reasonable and workmanlike manner and as soon as possible by the Party of the Second Part, relieving the Party of the First Part from any and all damages which may be occasioned by the necessity of repair.

In Witness whereof, said parties have hereunto set their Hands and seals the day and year first above written, and by these presents do hereby bind themselves, their respective heirs and assigns.

In the presence of:

W. H. Arnold

B. F. Thackston

As to Party of the First Part.

Helen Roe Thackston (L. S.)

Party of the First Part

C. O. Milford (L. S.)

Party of the Second Part.

W. H. Arnold

Charlotte Stevenson

As to Party of the Second Part.

State of South Carolina,
County of Greenville.

Personally appeared before me W. H. Arnold and made oath that he saw the within named Helen Roe Thackston sign, seal and as her act and deed deliver the within written agreement, and that he with B. F. Thackston witnessed the execution thereof.

Sworn to before me this 12th day of February, 1940.

W. H. Arnold

Charlotte Stevenson (L. S.)

Notary Public for S. C.

State of South Carolina,
County of Greenville.

Personally appeared before me W. H. Arnold and made oath that he saw the within named C. O. Milford sign, seal and as his act and deed, deliver the within written agreement, and that he with Charlotte Stevenson witnessed the execution thereof.

Sworn to before me this 12th day of February, 1940.

Charlotte Stevenson (L. S.)

W. H. Arnold.

Notary Public for S. C.

Recorded February 14th, 1940 at 12:45 P. M. #1963 BY: E.G.

*For Assignment to the above Agreement See Deed Book 281
at Page 397.*