

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of February, 1943, by and between John A. McPherson, Jean M. Davis, and Oliver F. Going and James W. Going, hereinafter referred to as Parties of the First Part, and Piedmont Realty Corporation, a corporation chartered under the laws of the State of South Carolina, and having its principal place of business at Greenville, in the State of South Carolina, hereinafter referred to as Party of the Second Part.

WITNESSETH THAT:

WHEREAS, The Parties of the First Part are the owners in fee simple, free of liens and encumbrances, of a certain lot of land with the building and improvements thereon, situate on the east side of North Main Street between Coffee and Washington Streets, having a frontage of twenty-five (25) feet on Main Street, and running back along parallel lines eighty-five (85) feet, more or less, to a private ten-foot alley, being the same property conveyed to John A. McPherson, Jean M. Davis, and Ellen W. Going, by O. P. Earle, as conservator of the Mechanics Building and Loan Association by deed dated January 23, 1936, and recorded in office of the R. M. C. for Greenville County in Deed Book 184, page 22, Ellen W. Going having died Testate on July 5, 1936, and having devised all her real estate to the said Oliver F. Going and James W. Going as is shown by will on file in Apartment 350, File 5, office of the Probate Court for Greenville County; and

WHEREAS, The Party of the Second Part is the owner in fee simple, free of liens and encumbrances, of the following described property; (1) LOT NO. 1, a certain lot of land with the building and improvements thereon, situate on the east side of North Main Street between Coffee and Washington Streets, having a frontage of twenty-five (25) feet on Main Street, and running back along parallel lines eighty-five (85) feet, more or less, to the ten-foot alley hereinabove referred to, adjoining the property of the Parties of the First Part hereinabove described on the South, and being the same property conveyed to the Party of the Second Part by C. B. Martin by deed dated January 13, 1943, and recorded in the office of the R. M. C. for Greenville County, in deed book 250, page 43; (2) LOT NO. 2, a certain lot of land with the building and improvements thereon situate at the northeast intersection of Main and Washington Streets, having a frontage of 26.55 feet on Main Street and running back between parallel lines 96 feet, more or less, to other property of the Party of the Second Part hereinafter described, subject to the right of the adjoining property owners to use said ten-foot alley hereinabove referred to on the rear of the said lot, and being the same property conveyed to the Party of the Second Part by O. P. Earle, as conservator of the Mechanics Building and Loan Association, by deed dated January 12, 1938, and recorded in the office of the R. M. C. for Greenville County in Deed Book 201, page 359; (3) LOT NO. 3, a certain lot of land with the building and improvements thereon, situate on the north side of East Washington Street, fronting 24 feet 4 inches, more or less, on East Washington Street and extending back a distance of 60 feet, more or less, to a 15-foot alley extending back from the west side of Brown Street and being the same property conveyed to the Party of the Second Part by Evalyne P. Gentry, by deed dated April 6, 1941, and recorded in the office of the R. M. C. for Greenville County in Deed Book 236, page 17; and

WHEREAS, There now exists the private alley ten feet wide, extending back from the north side of East Washington Street, a distance of 76.55 feet, more or less, to property owned by the devisees of the Henry A. Cauble Estate, which private ten-foot alley runs along the rear of the above described property of the Parties of the First Part and the rear of Lots Nos. 1 and 2 of the Party of the Second Part and along the west side of Lot No. 3 of the property of the Party of Second Part; and

WHEREAS, The Parties to this instrument, being all the adjoining property owners interested in said private ten-foot alley, desire to close said alley and relinquish their rights to maintain the same for the benefit of their respective properties.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the Parties to this instrument, for and in consideration of the mutual benefits and advantages to be derived by them, do hereby mutually covenant and agree for themselves, their heirs, executors, administrators, successors, and assigns, as follows:

1. That the private ten-foot alley hereinabove referred to, extending back 76.55 feet, more or less, from the north side of East Washington Street along the rear of the property of the Parties of the First Part and the rear of Lots Nos. 1 and 2 of the Party of the Second Part and along the west side of Lot No. 3 of property of the Party of the Second Part shall be closed and shall no longer be maintained for the benefit of the adjoining property owners, and the Parties hereto release any and all easements, interests or rights of way in said alley.