

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

No Stamps

WHEREAS, the undersigned, Kenneth B. Miles and Charlotte E. Miles, own a certain tract of land situate in the County of Greenville, South Carolina, in Chick Springs Township, on the west side of Summitt Drive, known as Kenwood Subdivision, and

WHEREAS, the undersigned, Kenneth B. Miles and Charlotte E. Miles, have opened and constructed a street known as Kenwood Drive leading from the said Summitt Drive across said subdivision in a westerly direction, and

WHEREAS, one Lois M. Wilson owns a certain tract of land situate on the West side of said Summitt Drive and immediately adjacent to the property hereinabove referred to and known as Kenwood Subdivision, the Wilson property being immediately north of the Kenwood Subdivision, and

WHEREAS, the said Lois M. Wilson is desirous of obtaining a right of way for ingress and egress from Kenwood Drive across certain lot or lots of the said Kenneth B. Miles and Charlotte E. Miles to the rear portion of property owned by her.

NOW, THEREFORE, in consideration of the sum of One dollar and other consideration to us in hand paid by the said Lois M. Wilson, receipt whereof is hereby acknowledged, we, the said Kenneth B. Miles and Charlotte E. Miles, do hereby grant, extend and convey to the said Lois M. Wilson, her heirs, executors, administrators and assigns an easement or right of way for the purpose of ingress and egress over and across either of lots Nos. 14, 16 or 22 of said Kenwood Subdivision, said lots being shown on a plat of said subdivision, which plat is of record in R. M. C. Office for Greenville County in Plat Book K, page 104, reference to which is hereby craved for a more complete description of said lots; said right of way or road to be constructed across only one of the above named lots, the particular lot of the three above named, across which said road or right of way shall extend, to be hereafter selected by the said Lois M. Wilson.

It is understood and agreed that said right of way, road or easement shall extend from the north side of Kenwood Drive across one of the three lots above named to property now owned by the said Lois M. Wilson and shall have a width not in excess of twenty feet.

It is further understood and agreed that in the event the portion of the property owned by the said Lois M. Wilson which fronts on Summitt Drive should be sold, that the purchase or purchasers of said lots fronting on said Summitt Drive shall not have access to or the right to use the right of way hereby granted and that said right of way or easement hereby granted shall insure to and be limited to only two families who may at such time be occupying the rear portion of the said Wilson property, it being the intention hereby to limit the use of said driveway or easement to two homes to be hereinafter constructed at the rear of the Wilson property.

In witness whereof, we have hereunto set our hands and seals at Greenville, S.C. this 5th day of June, 1944.

In Presence of:

Mary S. Wilburn

D. B. Leatherwood

Kenneth B. Miles (SEAL)

Charlotte E. Miles (SEAL)

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

Personally appeared before me Mary S. Wilburn who being duly sworn says that she saw the within named Kenneth B. Miles and Charlotte E. Miles sign, seal and as their act and deed deliver the within instrument and that she with D. B. Leatherwood witnessed the execution thereof.

Sworn to before me this 5th day of June, 1944.

D. B. Leatherwood (SEAL)

Notary Public, S. C.

Mary S. Wilburn.

For value received, I, Paul B. Byrum the owner and holder of a certain mortgage covering the lots of land described in the within instrument and of record in R. M. C. Office for Greenville County in mortgage book 303, page 134, do hereby give my consent to the granting of the right of way referred to in said instrument, and do hereby waive the lien of said mortgage in favor of said right of way.

This the 19 day of June, 1944.

In presence of:

Mary S. Wilburn

D. B. Leatherwood

Paul B. Byrum.