

- oath that he saw the within named S.L. McBee and George E. Jordan sign, seal and as their act and deed deliver the within written agreement and that he with S.M. Hunter witnessed the execution thereof.

Sworn to before me this 9, day of ~~April~~, May A.D. 1911.

T.G. Davis, -

J.W. Doyley

Notary Public for South Carolina.

Whereas I, J.H. Morgan, am the legal owner and holder of a mortgage for Forty-five hundred dollars (\$4500.00) executed and delivered to me by the said S.L. McBee, bearing date the 5th, day of October A.D. 1905, and recorded in the office of the Register of Mesne Conveyances for Greenville County South Carolina, on the 10th, day of October, 1905, in Book "GGG" of mortgages at page 195; such mortgage covering several lots of land, including lands conveyed to the said S.L. McBee by L.B. Houston by deed bearing date the 5th. day of October 1905, and recorded in the said office on the day of its date in Book "000" of deeds at page 622; , said land being situate on the northeast corner of Stone Avenue and Townes Street, in the City of Greenville, in said County and State, and whereas in my opinion, the consummation of the agreement hereinabove set forth and heretofore entered into by and between the said S.L. McBee and George E. Jordan, permitting the construction of a sewer over said land, will be a benefit to said lands and will not diminish the value of the security held by me for the payment of the said sum of \$4500.00

Now, Therefore, in consideration of the premises and in further consideration of the sum of one Dollar (\$1.00) paid to me by the said S.L. McBee and the further sum of one dollar (\$1.00) paid to me by the said George E. Jordan at and before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged), I, the said J.H. Morgan, do hereby consent to the above agreement and do further consent that the validity of said agreement shall be in no wise impaired by the existence of said mortgage and that said mortgage shall be in all respects subject to said agreement as if the said agreement had been executed and delivered before the execution and delivery of said mortgage; and in the event that it should become necessary to foreclose said mortgage and so sell the lands covered thereby, I hereby covenant and agree that said lands shall be sold subject to the above written agreement and that the easements thereby created shall constitute perpetual easements, running with said lands. In witness whereof I have hereunto set my hand and seal on this the --- day of April, A.D. 1911.

Signed, sealed and delivered

in the presence of:

T.A. Sizemore,

J.H. Morgan, (Seal)

Harry M. Pickett,

State of South Carolina,

County of Greenville.

Personally appeared before me --

and made oath that he saw the

within J.H. Morgan, sign, seal and as his act and deed deliver the within written agreement, and

that he with --

witnessed the execution thereof.

Sworn to before me this --

day of April, A.D. 1911.

--

--

Notary Public for South Carolina.