

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

WHEREAS, Greenville Community Hotel Corporation and H. T. Mills, both of said County and State, are the owners of adjoining land situate on the West side of South Main Street, in the City and County of Greenville, S. C., that of the said Corporation having for its North boundary line a wall constituting the North wall of what is now the Poinsett Hotel Building, no part of said wall being on the land of the said Mills, whose property adjoins on the North. On his, the said Mills, property there is situate a building being heretofore a part of what is known as the Mansion House. The roof or flashing thereof is pinned to the wall of the aforesaid wall of said Corporation; and,

Whereas, the said Mills proposes to remove the building now on his land and erect thereon a new one story brick structure, which will be entirely independent of said Corporation building, in that all structural members are to be carried on steel supports located entirely on the property of said Mills; that he desires the privilege of pinning or flashing the roof of the proposed building into or to the wall belonging to the said corporation as aforesaid.

NOW, THEREFORE, This agreement made and entered into this the 11 day of August, 1941, by and between Greenville Community Hotel Corporation, a corporation under the laws of the State of South Carolina, of the one part, and may hereinafter be referred to as the Corporation, and H. T. Mills, of the other part and may be hereinafter referred to as Mills,

W I T N E S S E T H :

That for and in consideration of the foregoing premises and One (\$1.00) Dollar to it in hand paid by the said Mills, said Corporation does hereby grant to the said Mills, his heirs and assigns the right and privilege to so construct the roof on his said proposed building so that the flashing of same may be joined to the wall of the said Hotel building, upon, however, the following terms and conditions:

That no property right is hereby granted to the said Mills of, in and to the wall of the Corporation, aforesaid, the intention hereof being to grant to the said Mills an easement or privilege; the roof on the said Mills building shall be constructed so as not to throw against but to carry away from said wall all water, melting ice or snow falling on or gathered on the roof of said Mills building; that said Corporation reserves the privilege to remove its said wall without hindrance or consent of the said Mills, that it shall be under no obligation to retain said wall, keep it in repair or replace it in the event it is removed, injured or destroyed; that it is hereby released and discharged of and from any and all liability for damages to the property of said Mills by reason of the existence, use and maintenance of its said wall; that it will be compensated by the said Mills for any injury or damage said wall may suffer by or from the use by the said Mills as is hereinabove granted.

To all the foregoing, the said Mills does hereby agree.

In Witness whereof, the parties hereto do hereunto set their hands and seals the day and year first above written, hereby binding themselves, their successors, heirs and assigns firmly by these presents.

Signed, sealed and delivered in the presence of:

W. L. Hester
Dorothy Leach

Greenville Community Hotel Corporation
BY: E. M. Johnston, Pres.
W. R. Cely, Treas. (SEAL)

H. T. Mills (SEAL)

State of South Carolina,
County of Greenville.

Personally appeared before me W. L. Hester who being duly sworn says that he saw the within named Greenville Community Hotel Corporation and H. T. Mills, sign, seal and as their act and deed deliver the within instrument for the uses and purposes therein mentioned, and that he with Dorothy Leach witnessed the execution thereof.

Sworn to before me this 11th day of August, 1941.

Dorothy Leach (L. S.)
Notary Public for S. C.

W. L. Hester



No Stamps

Recorded August 19th, 1941 at 12:35 P. M. #12279 BY:E.G.