

TITLE TO REAL ESTATE

of the election of WESTERN UNION to purchase the aforesaid property, then in that event the WESTERN UNION shall have the right to cancel upon delivering to the undersigned written notice of cancellation and it shall receive back the consideration paid for this option and such amount is hereby made a lien upon said property until paid, or WESTERN UNION shall have the right by written notice served upon the undersigned to extend the time for the delivery of the aforementioned deed for successive thirty (30) day periods until the said title shall be perfected, with the same right to cancel at the end of each thirty (30) day period if the title has not been perfected.

6. It is understood and agreed by the parties that the undersigned will pave or surface such new existing road, except that road beginning at a point on the Jervey property and running east to the junction of Circle Drive, or streets, as have been constructed by the undersigned on Paris Mountain and that such work of paving or surfacing will be completed on or before November 1, 1947, and that WESTERN UNION, its successors and assigns, designees, lessees and employees shall have the full use of such roads or streets without any charge therefore and shall have the right to make such repairs or to do whatever is necessary in order to keep the roads or streets open and passable for vehicular transportation as may be required at all times.

7. It is understood and agreed by the parties that WESTERN UNION, its successors and assigns grants to the undersigned a perpetual right-of-way over and across the property to be conveyed of 30 feet in width running in approximately an east and west direction and located along the north side of the existing ridge at least and approximately 60 feet from the center of the top of the ridge to the center of the perpetual right-of-way to be used for a street or road and with the right in the undersigned, its successors and assigns to construct, reconstruct, operate, repair, relocate, and maintain poles, wires, cables, pipe lines and such other fixtures and appurtenances as the undersigned may desire or require upon, over and/or under said perpetual right-of-way for sewers, electric lights, power, telephone, telegraph, and gas or for such other public service use as may be desired or required.

8. It is understood and agreed by the parties that the undersigned grants to Western Union, its successors and assigns, designees, lessees or agents the right to connect to power lines, telephone lines, water lines, gas lines, sewer lines and to use such public service facilities under proper contracts entered into by WESTERN UNION, its successors and assigns, designees, lessees or agents with the corporation, company or individual furnishing the service.

9. It is understood and agreed by the parties that should a subsequent option be executed by the parties for a tract of land nearer the top of Paris Mountain that this option will not be binding upon the parties and that the undersigned will promptly return to WESTERN UNION the sum of \$600 paid for this option.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand (s) and seal (s) in Greenville, County of Greenville, State of South Carolina, on this 12 day of Nov. 1946.

In the presence of:

J. D. Poag
H. L. Owens.

TEXTILE BROADCASTING COMPANY

BY: R. A. Jolley (L. S.)
President

PERSONALLY comes before me H. L. Owens, and made oath that he saw the within named R. A. Jolley, President, Textile Broadcasting Co. sign and seal the within written instrument, and that he, with J. D. Poag witnesses the execution thereof.

Sworn to before me this 12
day of Nov. 1946.

H. L. Owens.

J. D. Poag
Notary Public for South Carolina.

No Stamps.

Recorded November 27th, 1946 at 9:14 A. M. #20128 BY: E.G.

