

FILED
GREENVILLE CO. S. C.

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STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE
DELLIE FARMS, HORNING
R. F. D.

RELEASE OF JOINT DRIVEWAY

This agreement entered into this 2nd day of December, 1950 by and between Mulberry Corporation, hereinafter designated as Mulberry, and Claude E. Raby and Mary E. Garrison Raby, both hereinafter referred to as Raby.

It appearing that Wm. G. Serrine, on 26 May 1919 did own both of the lots hereinafter referred to, situate on Echols Street in the City of Greenville, South Carolina and being described on the City Plat Book as Lot Nos. 21 and 22 in Block 2 of Sheet No. 21 and by his deed to F. W. Smith recorded in Volume 53 at page 82 and dated 26 May 1919, did convey Lot No. 22 to F. W. Smith with a reservation and covenant therein that a strip five feet in width and sixty-five feet in depth on said lot was reserved for a joint driveway for said two lots and did further covenant that at such time as the said Wm. G. Serrine did convey Lot No. 21 that a similar provision would be inserted in said deed, and;

WHEREAS Mulberry is the present owner of Lot No. 21-2-22 of said City Plat Book, having acquired title on 2 December 1950 from Margaret D. Norwood, and whereas Raby is the present owner of Lot No. 21-2-21 on said City Plat Book, having acquired title by deed recorded in Volume 217 at page 22 and Volume 419 at page 137, and;

WHEREAS, in fact, each of the above referenced lots have for many years had a separate driveway and a joint driveway over and upon the two said lots has never existed, and;

WHEREAS the above referenced deed from Wm. G. Serrine stipulated that the two owners could, by common consent in writing, terminate, release, relinquish and renounce any right in and to said joint driveway, and;

WHEREAS, the parties hereto desire to remove any question of the right of existence of such a driveway;

NOW, THEREFORE, in consideration of the sum of Five (\$5.00) Dollars to Mulberry in hand paid by Raby and in consideration of the sum of Five (\$5.00) Dollars in hand paid to Raby by Mulberry, the respective receipts of which are hereby acknowledged, and in further consideration of the premises and covenants herein, said Mulberry Corporation does hereby release, relinquish