

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

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GREENVILLE CO. S. C.

BOOK 778 PAGE 519

KNOW ALL MEN BY THESE PRESENTS That BURLINGTON INDUSTRIES, INC. a corporation chartered under the laws of the State of Delaware and having a place of business in the County of Greenville, State of South Carolina, for and in consideration of the sum of Five Thousand Four Hundred Seventy-five and No/100ths (\$5,475.00)--- dollars, to it in hand duly paid at and before the sealing and delivery of these presents by the grantee(s) hereinafter named (the receipt whereof is hereby acknowledged), has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto

WILLIAM M. SMITH AND AZALEE C. SMITH

All that piece, parcel, or lot of land, with the improvements thereon, situate, lying, and being at Taylors, Greenville County, South Carolina, and being more particularly described as Lot 42, as shown on a plat entitled "Section One, Sub-division for Burlington Industries, Inc., Taylors, South Carolina", made by Piedmont Engineers & Architects, October, 1964, and recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book JJJ at page 10. According to said plat, the within described lot is also known as No. 10 South Street (Avenue) and fronts thereon 85.2 feet.

The grantor for itself, its grantees, successors and assigns, hereby expressly reserves and retains:

(a) All streets and roadways shown on the aforementioned plat and all water, sewer, and gas pipe lines (other than house lines), electric light, telephone and power lines, including all pipe (except house water, sewer, and gas lines), valves, fittings, hydrants, manholes, poles, wires, transformers, regulators, and other apparatus and equipment which may be located on the above described lot and used in connection with, or forming a part of, the water, fire protection, electric light and power distribution, gas, communications, and sewerage systems of the Burlington Industries, Inc. Village located at Taylors, in which the above described lot is situate.

(b) A perpetual easement in favor of the grantor, its grantees, successors or assigns to locate and relocate along the front, side or rear lines of such premises electrical, water, sewer, fire protection, gas and/or telephone facilities, including the erection of towers and poles, the stringing of wires, installation of gas, water, and sewer mains and lines, hydrants, meters, and all other apparatus or equipment necessary or desirable in connection with the installation and operation of any or all of said utilities, and also a perpetual easement to go upon and across said property hereby conveyed, for the purpose of maintaining, operating, repairing and/or relocating any or all electrical, water, sewer, fire protection, gas and telephone utilities as now located upon or across said property hereby conveyed, or as the same may be hereafter located along the front, side or rear lines of said premises, with the right of ingress and egress at all times for any and all of said purposes.

(c) An easement for the purpose of installing a house service line incident to the furnishing of water to the building upon said premises.

(d) A perpetual easement or right of way in favor of the grantor, its grantees, successors or assigns, for drainage purposes in the locations and with the widths shown on the aforementioned plat with the right of entering upon said locations at any time for the purpose of constructing, maintaining, repairing and improving open drainage ditches, storm sewers, underground drainage pipelines, mains, culverts, or tile drains, together with the excavate and refill ditches for the placing, relocation or repair of said pipelines, culverts and/or mains within the aforesaid right of way and the further right to remove trees, bushes, undergrowth, and other obstructions within the aforesaid right of way, interfering with the location, construction and maintenance of said ditches, drainage pipelines, mains, culverts and/or drains.

Said described lands and premises are also hereby conveyed subject to such rights, easements and rights of way as heretofore have been granted unto or acquired by any public utility corporation, or political subdivision, in, upon or over said described premises or that in any way may affect said premises.

This conveyance is made subject to the following restrictions:

- (1) The above described property shall be used for residential purposes only, and only one single family residence shall be erected or maintained on any one lot.
- (2) No mercantile establishment, or other business, shall be erected, operated, conducted, or maintained on the above described property.
- (3) No livestock, except fowl, may be kept, stabled, or penned on the above described property or brought to said premises.

Together with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging or in any wise incident or appertaining.

To have and to hold all and singular the premises beforementioned unto the grantee(s) hereinabove named, and his (her or their) Heirs and Assigns forever.

And the said Burlington Industries, Inc., does hereby bind itself and its successors to warrant and forever defend all and singular the said premises unto the grantee(s) hereinabove named, and his (her or their) heirs and assigns, against itself and its successors, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The property hereinabove conveyed was formerly owned by Southern Bleachery and Print Works, Inc. which was merged into Burlington Industries, Inc., the grantor herein, as of the close of business on January 2, 1965, as shown by certified copy of the Certificate of Ownership and Merger recorded in the R. M. C. Office for Greenville County, South Carolina, in Deed Book 764 at page 33.

IN WITNESS WHEREOF, Burlington Industries, Inc. has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officers, James D. Barbee as Executive Vice President, and Franklin A. Snyder as Assistant Secretary, on the 16th day of July in the year of our Lord one thousand, nine hundred and sixty-five, and in the one hundred and ninetieth year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in the presence of:

*Robert Cameron Cooke*

BURLINGTON INDUSTRIES, INC.  
By *James D. Barbee* Exec. V. Pres.  
And *Franklin A. Snyder* Asst. Secretary

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