

GREENVILLE CO. S.C.
215 3 04 PM '79
STATE OF SOUTH CAROLINA

(5)

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STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

For full Consideration See Affidavit

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WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that HAYWOOD PROP-
ERTIES, a limited partnership of Greenville County, South
Carolina (hereinafter referred to as the "Grantor") in
consideration of Ten and No/100 (\$10.00) Dollars and other
good and valuable consideration in hand paid at or before
the sealing and delivery of these presents, the receipt
whereof is hereby acknowledged, has granted, bargained, sold
and released, and by these presents does grant, bargain sell
and release unto HAYWOOD MALL, INC., a Georgia corporation
qualified to do business in the State of South Carolina [a
one-half (1/2) undivided interest] and to MONUMENTAL HAYWOOD,
INC., a Maryland corporation qualified to do business in the
State of South Carolina [a one-half (1/2) undivided interest]
a joint venture doing business as Haywood Mall Associates
(hereinafter referred to as "Grantee"), its successors and
assigns, forever, whose mailing address is 300 Interstate
North, Atlanta, Georgia 30339, that tract of land (herein,
referred to as the "Property") located in the County of
Greenville, State of South Carolina, which is more partic-
ularly described in Exhibit "A" attached hereto and by this
reference made a part hereof so long as construction of a
four-lane road (herein referred to as the "Road") is com-
menced on the Property on or before June 30, 1979 (herein
referred to as the "Commencement Date") and substantially
completed on or before June 30, 1981 (herein referred to as
the "Completion Date").

In the event construction of the Road is not commenced
on or before the Commencement Date or commenced and not
substantially completed on or before the Completion Date,
the title to the Property shall automatically, ipso facto,
return and revert to Grantor, its successors and assigns, in
fee simple. It is specifically intended, understood,
covenanted and agreed by Grantor and Grantee hereunder that
the provisions of this conveyance shall not constitute and
in no event shall be construed to constitute a fee on
condition subsequent or a fee absolute or a mortgage.

TOGETHER WITH all and singular the rights, members,
hereditaments and appurtenances to the Property belonging or
in any wise incident or appertaining and together with a
non-exclusive perpetual right and easement of ingress and
egress, to and from the Property over and across such por-
tions of the land of the Grantor adjoining the Property as
may be necessary or desirable for the purpose of installing,
maintaining and repairing the Road.

TO HAVE AND TO HOLD all and singular the Property
before mentioned unto the Grantee and the Grantee's heirs or
successors and assigns, forever.

By its acceptance hereof, Grantee agrees that, upon
completion of the Road, it shall use its best efforts to
cause the Road to be accepted as public right-of-way by the
appropriate governmental body having jurisdiction thereover.

Grantor does hereby bind the Grantor and the Grantor's
heirs or successors, executors and administrators to warrant

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STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP TAX
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