TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE.

THIS AGREEMENT made and entered into this the 2nd day of May, 1946, by and between Annie M. Zaglin, hereinafter called BUYER, and R. L. Brinson, hereinafter called SELLER:

## WITNESSETH:

That, whereas by deed dated April 30th, 1946, SELLER has conveyed to BUYER title to 2.71 acres more or less of land on the south side of the Greenville-Easley Highway in Greenville Township and County, South Carolina, adjoining Ashmore Avenue on the South, White Horse Road and Brinson property on the west, Greenville-Easley Highway and Brinson property on the north and Martin property on the east, reference to said deed being here made for more complete description, and whereas SELLER retains ownership of a tract of approximately 2.29 acres on the west and north of the tract conveyed upon which is situated a freight terminal now used by Atlantic States Motor Lines, Inc. and beneath which is buried a septic tank, serving the freight terminal building the drainage pipes out of which are laid beneath and empty beneath the 2.71 acres now owned by BUYER, and whereas it is the desire of the parties hereto to work out an arrangement whereby they may mutually enjoy the use of the septic tank now laid together with the drainage therefrom,

NOW, THEREFORE, as further consideration for the conveyance to her of the 2.71 acres BUYER agrees that for a period of ten years from date of this agreement the drainage pipes from the septic tank may remain buried as they now are beneath the said 2.71 acres for the use of SELLER in emptying out of the tank into the drainage pipes the wastes from SELLER'S property and that the present arrangement of the pipes will not be disturbed without SELLER'S consent; SELLER agrees that for ten years from the date of this agreement BUYER may run pipes into the septic tank located beneath SELLER'S property and may empty into this septic tank drain water, wastes, and sewerage from any building to be erected on BUYER'S adjoining 2.71 acres.

This agreement shall be binding on the heirs and assigns of the parties hereto. Witness the hands and seals of the parties hereto the day and year first above

written. Witness:

W. W. Hodgin Virginia Morrison

R. L. Brinson (L. S.)

KEYS PRINTING CO., GREENVILLE, S. C.

Witness:

D. B. Leatherwood Wesley M. Walker

Annie M. Zaglin (L. S.)

NORTH CAROLINA, GUILFORD COUNTY...

PERSONALLY appeared before me W. W. Hodgin who stated under oath that R. L. Brinson signed the foregoing agreement in his presence and acknowledged it to be his act and deed and that he, together with Virginia Morrison, signed his name as a witness thereto.

Subscribed and sworn to before me TAR

this May 2nd, 1946.

R. W. Carroll

Notary Public. My commission expires 2-19-1948.

W. W. Hodgin.

SOUTH CAROLINA, GREENVILLE COUNTY.

PERSONALLY appeared before me Wesley M. Walker who stated that Annie M. Zaglin signed the foregoing agreement in his presence and acknowledged the same to be her act and deed and that he, together with D. B. Leatherwood, signed his name as a witness thereto.

Subscribed and sworn to before me

this \_\_\_\_\_ day of May, 1946.

Wesley M. Walker.

D. B. Leatherwood Notary Public.

No Stamps.

Recorded May 3rd, 1946 at 2:30 P. M. #7769 BY: E.G.