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at their expense, and will remove all surface treatment therefrom, if requested, and cease to use said strip of land at any time the Party of the First Part, or any Successor-in-Title to Lot No. 5 may give them thirty days' notice to surrender all rights in said strip of land.

In consideration of the Agreement on the Part of the First Part, the Parties of the Second Part agree to construct and maintain said alley according to the terms and conditions hereinabove set forth, and acknowledge that by the use thereof they have no rights whatsoever in said strip of land, and agree to abandon the same at any time on thirty days' notice from the owner of Lot No. 4, or any Successor-in-Title.

IN WITNESS WHEREOF the Parties have hereunto set their Hands and Seals in duplicate at Greenville, S. C., this 9th day of November, A. D., 1949.

Signed, Sealed and Delivered in the presence of:

| Ward | Sealed | Sealed

personally appeared before me _________ and made oath that he saw the within named Helen B. Dougherty by C. E. Briscoe, Attorney-in-Fact, Party of the First Part, and J. H. Mauldin, D. U. Mauldin and Martha C. Vess, Parties of the Second Part, sign, seal and as their act and deed deliver the within written Agreement, and that he with

SWORN TO Before me this 9th

day of November, A. D., 1949.

Luc W. King (SEAL)

Notary Public for South Carolina

J. J. Mauldon

witnessed the execution thereof.

Recorded November 14th. 1949 at 9:45 A. M. #27003