State of South Carolina,

BOOK 1149 PLUE 707

COUNTY OF GREENVILLE

KNOW ALL MEN BY THESE PRESENTS, That Milton B. Smith

in the State aforesaid,

in consideration of the

Ten (\$10.00) Dollars and assumption of mortgage hereinafter set out sum of paid by Jeffery Bryson Smith to me

in the State aforesaid

have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Jeffery Bryson Smith, his heirs and assigns forever.

All that certain piece, parcel or tract of land, situate, lying and being in Greenville County, in the Community of Gowensville, State and County aforesaid, fronting on S. C. Highway 11 and being known and designated as Tract 3 containing 5.17 acres, more or less, of Kellogg Acres, as shown upon survey and plat made by Joe E. Mitchell, RLS, dated March 23, 1981 and recorded in Plat Book 8-I at Page 096 in the RMC Office for Greenville County. For a more complete and particular description reference is hereby made to the above referred to plat and record thereof.

The above described property is conveyed subject to Restrictive Covenants dated March 30, 1981 and recorded in Deed Book 1147 at Page 153, RMC Office for Greenville

tounty.  $2(436)(62)\cdot 2-1-29.3$  The grantee herein by the acceptance of this deed agrees not to alter the dam or the pond shown upon the above referred to plat which would result in the water level being changed from the present level unless the owners of tracts 1, 2, 3, 6, 7 and 8 agree in writing. They further agree that in the event repairs are required on the dam, any or all joint property owners of the pond shall be permitted access to the dam for purposes of making repairs.

This is the same property which was conveyed to me by deed recorded in Deed Book 1148 at Page 254 in the RMC Office for Greenville County. Hostology Ernet B. Kellogy and Helen H. Kellogy Dated May 4, 1981 As part of the consideration herein the Grantee assumes the payment of a certain mortgage given to Ernest B. Kellogg and Helen H. Kellogg recorded in REM 154/at Page 543, RMC Office for Greenville County upon which there is a balance due

of Eight Thousand Three Hundred Thirty Six and 63/100 (\$8,336.63) Dollars. dated May 4, 1981.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said

Jeffery Bryson Smith, his

Heirs and Assigns forever.

 ${f I}$ do hereby bind And

myself and my

Heirs, Executors

and Administrators, to warrant and forever defend all and singular the said premises unto the said

Jeffery Bryson Smith, his

Heirs and Assigns, against

Heirs and against every

me person whomsoever lawfully claiming, or to claim, the same or any part thereof.

**WITNESS** 

CZ10

Hand

in the year of our Lord one thousand nine hundred and eighty one

fifth and in the two hundred and

and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

year of the Sovereignty

(SEAL)

M