

State of South Carolina,

County of Greenville,

This Indenture made and entered into this the - - - day of July 1914, by and between H.J. Southern, hereinafter called grantor, of the one part, and W.G. Davidson, hereinafter called grantor, of the other part, Witnesseth:

Whereas, the said grantor is seized in fee simple of that certain lot of land situate at the Northwest intersection of Pendleton and Willis Streets, in the City and County of Greenville, South Carolina, and adjoining the land of Emma C. Cleveland on the West;

And whereas, the said grantee is seized in fee simple of a lot of land adjoining the lands of Emma C. Cleveland of the West, so that the lands of the said Cleveland are situate between that of the grantor and grantee herein; that the said grantee is desirous of and will erect upon his said lot a dwelling house and other buildings and is desirous of constructing and maintaining a sewer or drain beneath the surface land of the said Cleveland and that of the said grantor herein so that it will extend from the dwelling house of the said grantee to the public sewer located in Willis Street;

And, Whereas, the said grantor has hereby agreed to grant to the said grantee, his heirs and assigns, such right and privilege:

Now, Therefore, in pursuance of the said Agreement and in consideration of the sum of Five Dollars (\$5.00) and other valuable consideration paid by the said grantee, the said grantor hereby grants to him, his heirs and assigns forever, the free right of laying a sewer or drain beneath the surface of the land belonging to him, as aforesaid, so that the same may be a continuance of the sewer or drain laid by the grantee across the said Cleveland land, and the right to use said sewer or drain for the passage of sewage water and soil from the land and house of the grantee into said Willis Street, and the right of ingress<sup>and egress</sup> for the laying and making repairs in maintaining same: And for this purpose the grantee does hereby agree at his own proper cost and charges to lay said sewer or drain and to hereafter maintain the same and at his own expense will make good all damages which may be caused to the surface of the grantor's land in making such connections, repairs and maintenance.

And to the full end of this agreement and the right and privileges hereby conveyed, it is understood and agreed that the same shall and does hereby extend not only to the grantee, but to his heirs and assigns, and the parties hereto do bind themselves, their heirs and assigns forever, and in witness whereof they do hereunto in duplicate set their hands and seals this the day and year first above written.

Signed, sealed and delivered

H.J. Southern (Seal)

in the presence of:

W.G. Davidson, (Seal)

G. R. Busbee,

T. F. Keller,

South Carolina,

Greenville County.

Personally comes before me G. R. Busbee who on oath says that he saw the foregoing H.J. Southern and W.G. Davidson sign, seal and as their act and deed deliver the foregoing instrument and that he with T.F. Keller witnessed the execution of the same.

Sworn to and subscribed before me this 4th day of ~~July~~ Aug. 1914.

G. R. Busbee

L.D. Spann (Seal)  
Notary Public, South Carolina.