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GONNIE S. TANKERSLEY

HORTON, DRAWDY, MARCHBANKS, ASHMORE, ^{R.I.C.} CHAPMAN & BROWN, P.A. 307 PETTIGRU STREET, GREENVILLE, S.C. 29603

Penguin Properties
307 Pettigru Street
Greenville, South Carolina

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

KNOW ALL MEN BY THESE PRESENTS, that BANKERS TRUST OF SOUTH CAROLINA, as Executor of the Estate of John T. Douglas, deceased-----

In consideration of Eighty-One Thousand and No/100 (\$81,000.00)-----Dollars
the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto PENGUIN PROPERTIES, a General Partnership, its successors and assigns, forever:

ALL that certain piece, parcel or tract of land located, lying and being in the County of Greenville, State of South Carolina, being shown and designated on plat entitled "Penguin Properties, a General Partnership", dated May 30, 1978, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6Q at Page 73 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin near a retaining wall and on the eastern side of the right of way of S. C. Highway 291 (South Pleasantburg Drive) and running thence, along said road N. 27-05 E., 140 feet to "x" in concrete; thence, S. 62-55 E., 208.6 feet to a new iron pin; thence, S. 27-54 W., 140.01 feet to a new iron pin; thence, N. 62-55 W., 206.62 feet to an old iron pin, the point and place of beginning.

Together with an easement over, across and upon other property of the Grantor lying immediately to the south of the property hereby conveyed for use of a retaining wall as lateral support of the property hereby conveyed to the Grantee herein. The easement hereby granted is for the benefit/and appurtenant to the property hereby conveyed to Penguin Properties; provided, however, that the Grantee herein, as further consideration for the grant of the within easement, agrees to be responsible for all maintenance thereof; provided, further, that the Grantor, its successors and assigns, reserves the right to remove and/or replace the existing retaining wall so long as the replacement thereof shall be of at least equal to, in kind and quality, the existing retaining wall.

This is a portion of the same property conveyed to Lehman A. Moseley and John T. Douglas by deed of Sherwood, Inc. recorded in the Greenville County R.M.C. Office on February 29, 1969 in Deed Book 862 at Page 537. Subsequently, John T. Douglas died, testate, a resident of Greenville County on July 8, 1972 naming the within Grantor as his executor as will appear by reference to the records contained in the Office of the Greenville County Probate Court in Apartment 1241, File 2. Subsequently, Lehman A. Moseley conveyed his undivided one-half interest to the within Grantor by deed recorded in the Greenville County R.M.C. Office on February 5, 1976 in Deed Book 1031 at Page 243, re-recorded on February 26, 1976 in Deed Book 1032 at Page 178. In said deed, the frontage was incorrectly stated as 130 feet when, in fact, the same should have been 140 as herein described.

This conveyance is made subject to all easements, conditions, covenants, restrictions and rights of way which are a matter of record and/or actually existing on the ground affecting the above described property.

Additionally, for the consideration herein stated, the Grantor grants, bargains, sells, releases and assigns to the Grantee herein all its right, title and interest as landlord in and to that certain unrecorded lease covering the property hereby conveyed dated August 1, 1971 with J-Mac Pizza Hut, Inc., Lessee.

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