VOL. 33. AGREEMENTS, CONTRACTS, LEASES AND ETC.

Dollars and if more than 20 acres should be flooded, including the upland on the north side of said Creek to which access may be cut off, then such additional acreage may be purchased at the price of One hundred (\$100.00) Dollars per acre.

This option to purchase shall be good, one year from this date.

In case of lease the lessee shall at the expiration of the lease remove the back water from said premises by lowering said dam or otherwise.

Witness my hand and seal this July, 11, 1917.

In presence of:

T.C. Gower,

H.M. Barton, (L.S.)

C.F. Haynsworth.

State of South Carolina,

County of Greenville.

Personally appeared before me T.C. Gower, who being duly sworn says that he saw the within named H.M. Barton, sign, seal and as his act and deed deliver the foregoing written instrument, and that he with C.F. Haynsworth witnessed the execution thereof.

Sworn to and subscribed before

me this 11th, day of July, A.D. 1917.

T.C. Gower

C.F. Haynsworth (L.S.)

Notary Public for S.C.

Recorded July 18th, 1917.

230

State of South Carolina:

Know all men by these presents; That For and in consideration of the sum of one Dollar to the party of the first part paid by the party of the second part, the receipt whereof is hereby acknowledged, and of other good and valuable considerations, The Poinsett Mills, a corporation, party of the first part, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, unto Southern Railway Company, a corporation, party of the second part, and its successors and assigns, All that certain strip, piece or parcel of land of The Poinsett Mills situate, lying and being on south side of right of way of Atlanta & Charlotte Air Line Railway Company and on the east side of the right of way of the Columbia & Greenville Raileoad, in the City of Greenville, in the County of Greenville and State of South Carolina, more particularly described as follows: Beginning at the point where the east line of said right of way of Columbia & Greenville Railroad intersects the south line of the right of way of Atlanta & Charlotte Air Line Railway Company, and running theme in a northeasterly direction, along said south line of the right of way of Atlanta & Charlotte Air Line Railway Company, 71 feet to a point which is 50 feet, measured on radius of curve, southeast of the center line of the Columbia & Greenville Railroad main track, as the same will be relocated; thence in a southwesterly direction by a curve to the left having a radius of 523.7 feet, parallel with and 50 feet east of the center line of the Columbia & Greenville Railroad main track, as the same will be relocated, for a distance of 213 feet; thence continuing in a southwesterly direction, by a curve to the left having a redius of 666.8 feet, parallel with and 50-

(next page)

VOL. 33. AGREEMENTS, CONTRACTS, LEASES AND ETC.

feet east of the said center line of Columbia & Greenville main track, for a distance of 79.1 feet; thence continuing in a southwesterly direction by a curve to the left having a redius of 523.7 feet, parallel with and 50 feet east of said center line of the Columbia & Greenville Railroad main track, for a distance of 59.3 feet; thence North 86 degrees 52 minutes West, for a distance of 20 feet to the east line of the present right of way of the Columbia & Greenville Railroad; thence In a northeasterly direction, by a curve to the right, parallel with and 30 feet east of the center line of the original Columbia & Greenville Railroad main track, for a distance of 303 feet to the point or place of beginning. Said parcel of land containing 0.172 of an acre, and being shown in yellow on blue print map of survey dated - December 14, 1916, hereunto annexed and made a Part hereof.

To have and to hold the said land, together with all and singular the rights, members, tenements, hereditameents and appurtenances unto the same belonging, or in anywise appertaining, unto the said Southern Railway Company, party of the second part, its successors and assigns, forever, in fee simple. The party of the first part, for itself, its successors and assigns, covenant and agrees unto and with said Southern Railway Company that it is lawfully seized of said land in fee, and has the right to make this conveyance; that the said land is free from any encumbrances, and that it will, and its said successors and assigns shall, forever warrant and defend the title to said land unto said Southern Railway Company, its successors and assigns, against itself and its successors and assigns, and against any and all persons lawfully claiming or to claim the same or any part thereof.

In wit mess whereof, the party of the first part has caused these presents to be executed and its corporate seal to be hereunto affixed and attested, by its officers thereunto duly authorized, this 6th, day of June, A.D. nineteen hundred and seventeen, and in the one hundred and forty-first year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered

The Poinsett Mills,

By- Aug W. Smith, President

H.B. Kilgore.

E.C. Hovey,

in presence of:

L.S. Attest:

C.E. Hatch

State of South Carolina, Greenville County.

SS:

On this 6th, day of June, 1917, at my office in said County aforesaid, personally appeared before me, T.M. Bennett, a Notary Public for said County, H.B. Kilgore, to me known, and known to me to be one of the subscribing witnesses to the foregoing deed, and made oath that he saw the within named Aug.W. Smith and C.E. Hatch, sign, seal and deliver the foregoing writing and deed, as President and Secretary, respectively, of said The Poinsett Mills, a corporation, as and for their act and deed, and as and for the act and deed of said The Poinsett Mills, and that he, with E.C. Hovey witnessed the due execution thereof on the day of the date thereof.

Sworn to and subscribed before me this 6th, day of June, 1917.

T.M. Bennett (Seal) Notary Public

H.B. Kilgore

Recorded July 14th, 1917.