

(Grant of right of way)

State of South Carolina,
County of Greenville.

This Indenture made and entered into this 24, day of Feby. 1908 by and Mrs. Lillie Black & Miss Mary L. Thackston parties of the first part, and the Charleston & Western Carolina Rwy. Co., a corporation created and organized under and by virtue of the laws of the State of South Carolina, party of the second part;

Whereas, the said Charleston & Western Carolina Rwy Co., has entered into a contract or agreement with E.F. Woodside for Simpsonville Cotton Mills for the construction and operation of a side or spur track at or near Simpsonville, S.C. which said contract is dated the 19 day of Feby. 1908 and provides for the operation of said side or spur track for the term of five years, with privilege of renewal to the said part--- herein before named for a further term of five years, and Whereas under the terms of said contract which has been duly submitted to the said part--- of the first part herein, and by us approved, the said parties of the first part covenanted and agreed to obtain for the said Charleston & Western Carolina Ry. Co., a deed or deeds conveying to said Charleston & Western Carolina Ry., an easement or right of way for said side or spur track, from the owner or owners of such lands as shall be occupied thereby, which said easement is to be coextensive with the life of said contract, and

Whereas the parties of the first part herein owns certain of the lands so to be occupied by said side or spur track, as herein before described, and have agreed to convey the said easement or right of way to said Railway Company, for the purpose aforesaid.

Now therefore, This indenture witnesseth:

That for and in consideration of the sum of one dollar to the said parties of the first part in hand paid, the receipt of which is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said Charleston & Western Carolina Ry. Co., its successors and assigns, a free and full right of entry, right of way and easement, to it, its agents, servants and employees, at any and all times to quietly and peaceably enter upon the said lands hereinbefore mentioned and described, at all times during the life of said contract, or any renewal or renewals thereof, as well as at the termination or ending thereof, by expiration, or from any other cause, for the purpose of constructing, maintaining, operating, repairing, or for the purpose of retaking, removing and carrying away of said side or spur track, the rails, cross-ties, timbers, fastenings and appurtenances thereof, without any let, hindrance or objection on the part of said parties of the first part, their heirs or personal representatives.

The land subject to the easement hereby created, to be occupied by said track, is described as follows: to-wit.

All that portion of our lands in Town of Simpsonville, between Main Line of C. & W.C. Railroad and the Simpsonville Cotton Mill Site, through which the spur tracks to said mill will run.

It is agreed that the said Railway Company is to have all land on each side of said tracks for a distance of ten (10) feet from center of tracks.

And the said parties of the first part hereby expressly covenants and agree-- that the title in and to the said rails, timbers, fastenings and appurtenances shall at all times be and remain in the said Railway Company, and that the construction of said side track shall not make the said rails, ties, timbers, fastenings or appurtenances, fixtures upon said lands hereinbefore mentioned and described.

In witness whereof, the said parties of the first part have signed and sealed this indenture the day and year first above written.

Witnesses:

E.F. Woodside,

S.G. Black.

Lillie Black, (Seal)

Mary L. Thackston, (Seal)

The State of South Carolina,

Greenville County.

Personally appeared before me E.F. Woodside and made oath that he saw the within named

Lillie Black and Mary - Thackston sign, seal and as their act and deed deliver the within written

deed and that he with S.G. Black witnessed the execution thereof.

Sworn to before me this 13,

day of Nov. A.D. 1918.

W.F. Gresham

Magistrate.

E.F. Woodside

Recorded November 18th, 1918.

(Grant of Right of way.)

State of South Carolina,
County of Greenville.

This Indenture made and entered into this 22nd, day of Feby. 1908 by and between T.J. Richardson party of the first part, and the Charleston & Western Carolina Rwy. Co., a corporation created and organized under and by virtue of the laws of the State of South Carolina, party of the second part;

Whereas, the said Charleston & Western Carolina Rwy. Co., has entered into a contract or agreement with E.F. Woodside for Simpsonville Cotton Mills for the construction and operation of a side or spur track at or near Simpsonville, S.C. which said contract is dated the 19th, day of Feby. 1908 and provides for the operation of said side or spur track for the term of five years, with privilege of renewal to the said party herein before named for a further term of five years, and

Whereas, under the terms of said contract, which has been duly submitted to the said party of the first part herein and by him approved, the said party of the first part covenanted and agreed to obtain for the said Charleston & Western Carolina Ry. Co., a deed or deeds conveying to said Charleston & Western Carolina Ry., an easement or right of way for said side or spur track, from the owner or owners of such lands as shall be occupied thereby, which said easement is to be coextensive with the life of said contract, and

Whereas the party of the first part herein own a certain of the lands so to be occupied by said side or spur track, as herein before described, and have agreed to convey the said easement or right of way to said Railway Company, for the purpose aforesaid;

Now therefore, this indenture witnesseth:

That for and in consideration of the sum of One Dollar to the said party of the first part in hand paid, the receipt of which is hereby acknowledged, the said party of the first part do hereby grant and convey unto the said Charleston & Western Ry. Co., its successors and assigns, a free and full right of entry, right of way and easement, to it, its agents, servants and employees, at any and all times to quietly and peaceably enter upon the said lands hereinbefore mentioned and described at all times during the life of said contract, or any renewal or renewals thereof, as well as at the termination or ending thereof, by expiration, or from any other cause, for the purpose of constructing, maintaining, operating, repairing, or for the purpose of retaking, removing and carrying away of said side or spur track, the rails, cross-ties, timbers, fastenings and appurtenances thereof, without any let, hindrance or objection on the part of said party of the first part, their heirs or personal representatives. The land subject to the easement hereby created, to be occupied by said track, is described as follows, to-wit:

All that portion of land in the Town of Simpsonville, known as the Homer Garret Place, between Depot and new mill site, which will be used for side tracks to said mill according to survey. It is agreed that the said Railway Company is to have all lands on each side of said spur tracks a distance of ten (10) feet from center of tracks.

And the said party of the first part hereby expressly covenant and agrees that the title in and to the said rails, ties, timbers, fastenings and appurtenances shall at all times be and remain in the said Railway Company, and that the construction of said side track shall not make the said rails, ties, timbers, fastenings or appurtenances, fixtures upon said lands hereinbefore mentioned and described.

In witness whereof, the said party of the first part has signed and sealed this indenture the day and year first above written.

Witnesses:

E.F. Woodside,

W.H. Bozeman.

T.J. Richardson (Seal)

The State of South Carolina,

County of Greenville.

Personally appeared before me W.H. Bozeman and made oath that he saw the within named T.J. Richardson sign, seal and as his act and deed deliver the within written deed and that he with E.F. Woodside witnessed the execution thereof.

Sworn to before me this 12th,

day of Nov. A.D. 1918.

W.H. Bozeman

W.F. Gresham (L.S.)

Magistrate.

Recorded November 18th, 1918.