

State of South Carolina,

County of Greenville,

Whereas I, W.H. Bryant, a citizen and resident of the State and County aforesaid, am the father of a female child, about four and one half months old name Alpha Bryant;

And Whereas my wife, the mother of my said child, is dead, and I am so situated as not to be able to properly rear, care for, and educate my said child;

And Whereas J.T. Lindsey and his wife Lou Emma Lindsey, citizens and residents of said County and State, are persons of good character, and kind, considerate and responsible persons, and have no children of their own, and are anxious to adopt said child, and care for, raise and educate her as their own child, and have agreed so to do;

Now therefore I, the said W.H. Bryant, in consideration of the premises aforesaid, and the further consideration of the sum of One dollar, to me in hand paid, the receipt whereof is hereby acknowledged, have disposed of and transferred, and by these presents do hereby dispose of and transfer, the custody, care, education, maintenance and support of my said child to the said J.L. Lindsey and Lou Emma Lindsey, his wife, until my said child shall arrive at the age of twenty-one years.

Together with all the rights, privileges, powers and duties, of care, education and control of my said child, until she reaches the age of twenty-one years, to the said W.H. Lindsey and Lou Emma Lindsey, his wife, as fully and completely, as I myself had before this conveyance was executed, in accordance with the provisions of the Statutes of this State in such case made and provided.

In witness whereof I have hereunto set my hand, and affixed my seal this 9th, day of July, in the year of our Lord one thousand nine hundred and thirteen.

In presence of:

A. Blythe,

J.A. Bramlett,

W.H. Bryant (Seal)

State of South Carolina,

County of Greenville.

Personally comes J.A. Bramlett who being duly sworn, deposes and says: That he saw the aforesaid W.H. Bryant sign, seal and deliver the above deed for the uses and purposes therein specified, and that he with A. Blythe witnessed the execution of the same.

Sworn to and subscribed before
me this 9th, day of July, 1913.

J.A. Bramlett

A. Blythe (L.S.)

Not. Pub. S.C.

Recorded for July 14th, 1913.

State of South Carolina,

Greenville County.

Agreement made this 1st day of July, 1913, between Carolina Mills, a corporation of South Carolina, of the first part, hereinafter designated as "Carolina", and Mayberry Land Company, a corporation of South Carolina, of the second part, hereinafter designated as "Mayberry" (both corporations having their principal place of business at Greenville in said State)

WITNESSETH:

That Carolina is desirous of laying a sewer pipe over the land of Mayberry for a septic tank on its property to Reedy River. Mayberry has consented subject to certain conditions, and it is therefore mutually agreed as follows:

For one dollar paid by Carolina to Mayberry, the receipt whereof is acknowledged, Mayberry grants to Carolina the right to lay a sewer line in a straight line from the aforesaid septic tank in a northeasterly direction approximately one thousand feet to Reedy River, upon the following conditions, which are made a condition of going upon the property and to the future maintenance of the said sewer line;

The said sewer line shall be of suitable size and construction, to be approved by the City Engineer and the Board of Health, and shall be at all times maintained in a sanitary condition. It shall be placed at least one foot beneath the ground. If it becomes obstructed it shall be immediately put in proper condition by Carolina. Carolina shall pay for any and all damage which may result from the laying of the pipe either to Mayberry or its tenants or assigns, or for any damage which may result to them from the operation and use of the sewer, or from the failure to properly keep it in condition.

Said line shall be kept suitably flushed, and any changes which made be made necessary from time to time by its use, whether recommended by the City Engineer or the Board of Health, shall be carried out by Carolina.

Upon ninety days written notice Carolina, or its successors or assigns, shall remove the line entirely from the premises, and fill up the ditch wherein it lay, in the event that Mayberry desires to develop the property where the pipe shall be placed and the line would be an objection, hindrance or prejudice; and Mayberry and its assigns shall be the judge thereof. Provided that Carolina may locate and place said sewer line in and under any streets or alleys that may be laid out through the land.

In consideration of the consent of Mayberry to lay the line as above stated, Carolina agrees to maintain above set forth, and upon receipt of the written notice ninety days in advance to remove the line if it should be desired by Mayberry or its successors or assigns to develop or improve the property.

It is understood that Carolina is to have the right to go upon the premises for the purpose of construction, maintenance and repairs, but that it shall be responsible for all damages done by itself, or its agents or servants in doing so.

In witness whereof the parties hereto have caused this agreement to be signed in duplicate by the respective presidents thereof, and the corporate seals affixed this the day and year first above written.

(Over)