

( Grant of Right of way )

State of South Carolina,  
County of Greenville..

This Indenture, made and entered into this 21st, day of Feby. 1908 by and between S.J. Wilson, 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 tracks 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 part - - hereinbefore 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 - - - approved, the said part- - 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 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 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 my land between Depot and Cotton Mill site, west of Simpsonville which will be used for side tracks to said Mill, according to survey.

It is understood and agreed that the said Railway Company is to have and control all land on each side of said 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,  
C.G.S. Wideman.

S.J. Wilson (Seal)

The State of South Carolina,  
Greenville County.

Personally appeared before me E.F. Woodside and made oath that he saw the within named S.J. Wilson sign, seal and as his act and deed deliver the within written deed and that he with C.G.S. Wideman witnessed the execution thereof.

Sworn to before me this 13th,  
day of Nov. 1918.

W.F. Gresham (L.S.)  
Magistrate.

E.F. Woodside

The State of South Carolina,  
Greenville County.

I, W.F. Gresham, - do hereby certify unto all whom it may concern that Mrs. Julia Wilson the wife of the within named S.J. Wilson did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Simpsonville Cotton Mill, their heirs and assigns, all her interest and estate and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under hand and seal, this 13,  
day of Nov. A.D. 1918.

W.F. Gresham (L.S.)  
Magistrate.

Julia Wilson

Recorded November 18th, 1918.

( Instrument to Dower )

State of South Carolina,  
County of Greenville.

Personally comes before me James P. Willis who on oath says: That he drew the deed from Jos. P.- Nabors, J.V. Nabors, J.M. Nabors and J.N. Nabors to H.S. Nabors, on the 16th, day of March 1897, conveying One hundred and forty four and a half acres of land, said deed now recorded in Vol. F.F.F., page 432; that the dowers of the wives of those who were married and the wives living, were taken on a separate piece of paper, and he knows of his own knowledge that N.L. Nabors, the wife of the said J.V. Nabors renounced her Dower before him, he being a Notary Public for said County and State; that he is informed and believes that said renunciation of Dower is not of record in the R.M.C. Office for said County and State, but that the same was renounced before him in legal form and was proper for recording.

Sworn to and subscribed before me

this the 20th, day of November 1918.

James P. Willis

V.P. Ashmore (Seal)

Magistrate for Greenville County, S.C.

Personally comes before me H.S. Nabors who on oath says: that when he took the above stated deed, he knows that N.L. Nabors, the wife of J.V. Nabors renounced her dower to the land therein described on a separate piece of paper, and if the same has not been recorded, it was in proper form for record, having been actually renounced in accordance with law before James P. Willis, a Notary Public for S.C.

Sworn to and subscribed before me this

the 20th day of November 1918.

H.S. Nabors

V.P. Ashmore (Seal)

Magistrate for Greenville County, S.C.

Personally comes before me I.D. Sullivan who on oath says: that he bought a part of the land contained in the deed above referred to and at the time of making the trade for it and fixing up the deed, he saw the renunciation of the Dower of N.L. Nabors, the wife of J.V. Nabors, to said land, which had been duly executed before James P. Willis, a Notary Public for S.C.

Sworn to and subscribed before me

this the 20th, day of November 1918.

I.D. Sullivan

V.P. Ashmore (Seal)

Magistrate for Greenville County, S.C.

Recorded November 20th, 1918.