

300 feet to Gower Cox & Maskley's line, thence N 139 feet to Harmond's line, thence with Harmond and McCarter line N 78 1/2, 301 feet to the beginning containing one acre, more or less.

Together with all and singular the covenants, conditions, and appurtenances thereto belonging, or in anywise appertaining.

To have and to hold all and singular the above described premises unto the said party of the second part his heirs and assigns to him and their only proper use and behoof forever, as fully and absolutely as the said party of the first part can and ought to do pursuant to his authority as aforesaid.

In witness whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed sealed and delivered in the presence of Avery & Sherman, Executors Estate May & Sherman

John C. Bailey, Laura C. Bailey, The State of South Carolina, Greenville County, Personally appeared before me John C. Bailey and made oath that he saw the within named Avery & Sherman sign seal and as his act and deed deliver the within written indenture and that he, with Laura C. Bailey, witnessed the execution thereof. Sworn to before me, this 16 day of Sept. A.D. 1899. J. N. Stewart, Notary Public.

Rec 16 Sept. 1899

T. R. & F. O. Martin, Fountain Inn Oil Mill Co., State of South Carolina, Greenville County

This is to show that the matter of controversy existing between Thos. R. Martin and Mrs. Fannie C. Martin on one part and the Fountain Inn Oil Mill Company on the other part is by mutual agreement between the parties...

Whereas the Fountain Inn Oil Mill Company in account of the location of said Mill have found it convenient and necessary in the successful and profitable operation of said mill to have connection with the Greenville and Laurens Rail Road and therefore to construct a short spur of road from the said G. & L. Rail Road (Main line) to the premises of said Oil Mill Company; and whereas to construct said spur road it becomes necessary to cross the street directly in front of the residence of said Thos. Martin, owners of the house and premises on which they reside; and whereas the said spur road has been already located.

Now in view of all the facts hereinabove recited, the said Thos. R. and Fannie C. Martin agree in consideration of the payment to them of one hundred dollars (the receipt whereof is hereby acknowledged) to permit said spur road to be constructed as at present located by the said Oil Mill Company and we do agree to waive all claims for damages on any grounds or pretense what so ever which has arisen or may hereafter arise on account of the construction of said Rail Road; and it is distinctly agreed that we also waive all claims for damages we may have against the G. & L. Rail Road on account of the construction of the spur aforesaid; and that if we the said Thos. R. and Fannie C. Martin should ever sell the lot and house herein mentioned it shall not by any means nullify this agreement, and our heirs, executors, administrators and assigns shall forever hold intact the agreement herein made and the said Oil Mill Company and Rail Road Company exempt from any damages or expense of the building and operation of said road that is necessary in the best judgment of the said Oil Mill Company.