

Personally appeared before me, D. H. Whitner, who on oath says that he saw the within named J. W. Oagle and T. Q. Donaldson sign, seal and deliver the within Right of Way for the uses and purposes therein stated and that he with G. S. Trux witnessed the execution of the same.

D. H. Whitner.

Sworn to before me this 8th. day of March 1902.

M. F. Ansel,

Not. Pub., S.C.

Personally appeared before me Laura A. Griffin who on oath says that he saw the within named Harriet D. Wilkins sign, seal and deliver the within Right of Way for the uses and purposes therein stated and that she with witnessed the execution of the same.

Sworn to before me this 8th.)

day of March 1902.

Recorded for 7th. April, 1902.

-----

RIGHT OF WAY.

J. S. Jennings, )  
to ) STATE OF SOUTH CAROLINA.  
Paris Mt. Water Co., )

THIS INDENTURE. Made the 27th. day of March A. D. 1902, between J. S. JENNINGS of Westminster, in the State aforesaid, of the one part, and the PARIS Mountain Water COMPANY? A CORPORATION ORGANIZED UNDER THE LAWS OF THE State of SOUTH CAROLINA? OF THE OTHER PART?

WITNESSETH:

That the said J. S. Jennings, for and in the consideration of the sum of ONE (1) DOLLAR TO HIM IN Hand well and truly paid at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain and sell unto the Paris Mountain WATER Company, its successors and assigns, the right of way of two rods in width along the line recently surveyed by the said Paris Mountain Water COMPANY? TO LAY-PIPES FOR THE CONDUCTING OF WATER? AND OPERATE THE SAME OVER AND through the lands aforesaid, together with the rights and privileges incident and necessary to the enjoy of this grant, and the removal of the pipes.

IN FURTHER CONSIDERATION OF THIS GRANT, the said Paris Mountain Water Company hereby agrees to bury the pipes to a sufficient depth as not to interfere with the cultivation of the soil, except where air or other safety valves may be necessary to pay any and all damages that may arise from the laying, maintaining, re-laying or operating said pipes, the amount of which damage, in preference to legal process, may be agreed upon mutually as by the customary local method of arbitra-

398

The said Paris Mountain Water COMPANY FURTHER agrees to sell to the owners or occupiers of the said premises, or any sub-division thereof, water for farm, dairy or domestic purposes at the rate of Sixteen (16) cents per one thousand gallons; making prompt service pipe connections therefor, at the same price as is charged in City of Greenville.

THIS INSTRUMENT SHALL BE VALID AS LONG AS THE SAID CONDITIONS SHALL BE WELL AND TRULY complied with on the part of the Paris Mountain Water Company.

WITNESS my hand and seal the day and year first above written.

Signed, Sealed and Delivered )  
in the Presence of ) J. S. Jennings, (SEAL).  
MAY Haley. )  
J. J. Haley. )

On the 27 day of March A. D. 1902, before me, the subscriber, a Notary Public of the State of SOUTH Carolina, personally appeared the above named J. S. JENNINGS, and acknowledged the above Indenture to be his act and deed, and desired the same might be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

John J. Haley,  
Notary Public.

South Carolina, )  
Oconee County. )

Personally appeared before me J. J. Haley and on oath says that he saw the above named J. S. Jennings sign, seal and deliver the foregoing Right of Way for the uses and purposes therein contained and that he with may Haley witnessed the due execution of the same.

Sworn to before me this 11th.) J. J. Haley.  
APRIL A. D. 1902. )  
W. P. Anderson, (SEAL). )  
N. P. S. C. )

Recorded for 12th. April, 1902.

-----

Deed.

Elizabeth F. Boyce, et al ) THE STATE OF SOUTH CAROLINA.)  
to ) Greenville County. )  
Sarah S. Chiles. )

WHEREAS, Elizabeth F. Boyce, FRANCIS W. Boyce, and Lucy G. Boyce, by a certain power of Attorney under their hands and seals dated 8th. feby. 1896, and duly recorded in the R. M. C. office for said COUNTY IN Book 22, page 660, authorize and empower Julius C. Smith to sell and in their names convey by Deed in parcels, certain lands of which that hereinafter described is a part.

KNOW ALL MEN BY THESE PRESENTS, THAT We, Elizabeth F. Boyce, Francis W. and Lucy G. Boyce of the city of Louisville, in the State of Kentucky, being the heirs at law of James F. Boyce, deceased, in consideration of the sum of One thousand Dollars, to us in hand paid and before the sealing of these presents by Sarah S. Chiles, (the receipt whereof is hereby

399