

STATE OF SOUTH CAROLINA.

Renunciation of Dower.

PICKENS COUNTY.

A. L. Elens, Notary Public S.C., do hereby certify unto all whom it may concern that Mrs. Martha J. Wildrop the wife of the within named R.B. Wildrop, 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 R.B. Wildrop, his 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 my hand and seal this 19 day of November A.D. 1902.

A. L. Elens (SEAL).

Notary Public S.C.

Recorded February 18th. 1903.

Julius H. Heyward

To

Charleston & Western Carolina Ry. Co.

STATE OF SOUTH CAROLINA,

GREENVILLE COUNTY.

THIS AGREEMENT, made this 16th. day of December, A.D. 1902, between Julius H. Heyward, of the one part, and the Charleston & Western Carolina Railway Company, a corporation duly organized under and by virtue of the laws of the State of South Carolina, of the other part;

WITNESSETH: That for and in consideration of the sum of Fifty dollars (\$50.00) to him in hand paid by the Charleston & Western Carolina Railway Company, the receipt of which is hereby acknowledged, and of the further consideration of the conditions and agreements on the part of the Charleston & Western Carolina Railway Company, as hereinafter set forth, the said Julius H. Heyward agrees to convey, and does hereby convey, for railroad purposes only, to the said Charleston & Western Carolina Company, its successors and assigns, all that strip of land lying partly within and partly without the corporate limits of the City of Greenville, County, and State aforesaid, not to exceed twenty (20) feet in width, that is to say ten (10) feet on each side measuring from center of track as now located, and extending in a straight line from the right of way of the Southern Railway westward to the line of the land of Mrs. W.J. Bramlet. To have and to hold all and singular the said strip of land to the said Charleston & Western Carolina Railway Company, its successors and assigns, for railroad purposes only, and subject to all the provisions of Section 2194 of Volume 1 of the Code of the Laws of South Carolina of the year 1902.

And it is hereby agreed by the Charleston & Western Carolina Railway Company, for itself, its successors and assigns, that in consideration of the above conveyance by the said Julius H. Heyward, the said Charleston & Western Carolina Railway Company, its successors and assigns, will build, construct, and keep in good repair at its own

expense, all such side tracks, switches or extensions to any point or points on the sixty-five (65) acres of land now owned by the said Julius H. Heyward, adjoining the said strip of land above conveyed, as may at any time be called for and demanded by the said Julius H. Heyward, his heirs or assigns; provided, that the aggregate length of such side tracks or switches shall not exceed seven hundred and fifty (750) feet.

And it is further hereby agreed between the said parties hereto that if at any time the said Charleston & Western Carolina Railway Company, its successors or assigns, shall fail for the space of sixty (60) days after demand made by the said Julius H. Heyward, his heirs or assigns, to begin work upon such side track, switch or extension as may be so demanded, or to use due diligence in completing the same when begun, then and in such case the said Charleston & Western Carolina Railway Company shall thereupon forfeit and pay to the said Julius H. Heyward, his heirs or assigns, the sum of Six Hundred Dollars (\$600.00).

It is further agreed that if at any time the said Charleston & Western Carolina Railway Company, its successors or assigns, shall abandon the use of the said premises for railroad purposes for twelve (12) months, the said strip of land (but not the rails or structures thereon) shall revert to the said Julius H. Heyward, his heirs or assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this ^{18th} day and year above written.

Signed, sealed and executed in duplicate

Julius H. Heyward. --

in the presence of:

Jones Sullivan.

CHARLESTON & WESTERN CAROLINA

T. E. Gower.
Agent for Julius H. Heyward.

RAILWAY COMPANY,

by Jno. B. Cleveland

President.

Thos. E. Screven.

R. B. Cleveland. As to C. & W. Ry. Co.

South Carolina.

Spartanburg County.

Personally come before me T.E. Screven who being duly sworn says he saw Charleston & Western Carolina Ry. Co. by J.B. Cleveland its President sign seal & execute the within instrument & that he with R.B. Cleveland witnessed the due execution of the same.

Sworn to & subscribed before me this

Thos. E. Screvens.

Feb 19th 1903.

Isaac A. Phifer (SEAL).
Notary Public for S.C.

South Carolina.

Greenville County.

Personally come before me T.C. Gower who being duly sworn says he saw Julius H. Heyward sign, seal and execute the within instrument and that he with Jones Sullivan witnessed the due execution of the same.

Sworn to before me this Feb 20th. 1903.

T.C. Gower

M.F. Ansel (SEAL).

Not. Pub. S.C.

Recorded February 20th. 1903.