

4
M. M. M.

the within named F. E. Mattison sign, seal and as her act and deed deliver the within written deed and that he with J. J. Trussell witnessed the execution thereof.

Sworn to before me, this Nov. 5th, 1903 (L.S.).

George M. Greer.

J. J. Trussell (L.S.)

Notary Public, S.C.

Recorded. February 2nd, 1904.

4
MELVILLE LAND COMPANY

Title to Real Estate.

to

Fannie Burdette

THE STATE OF SOUTH CAROLINA.

GREENVILLE COUNTY.

KNOW ALL MEN BY THESE PRESENTS, that the MELVILLE LAND COMPANY, a body corporate under the laws of the said State, in consideration of the sum of Two Hundred & 00/100 DOLLARS, to it in hand paid at and before the sealing of these presents by Fannie Burdette of the County of Greenville in the State aforesaid (the receipt whereof is duly acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Fannie Burdette. All that certain lot of land designated as lots No. Five and Six in Block A, as described on the plat of the lands of said Company, recorded in the office of the Register of Means Conveyance for Greenville County, in plat book page 59. Above described lot being a part of the sub-division of the lands bought by said Company from L. C. Bolling.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned, unto the said Fannie Burdette her Heirs and assigns forever.

And the said MELVILLE LAND COMPANY, does hereby bind itself, and its successors to warrant and forever defend all and singular the said premises unto the said Fannie Burdette her Heirs and Assigns, against it and every person whomsoever lawfully claiming the same or any part thereof.

IN WITNESS WHEREOF the said MELVILLE LAND COMPANY, has hereunto caused its Corporate seal to be attached, and has caused Alester C. Furman its Vice President, and J. I. Westervelt its Treasurer, to subscribe hereunto its Corporate name, this ___ day of September in the year of our Lord Nineteen Hundred and two and in the One Hundred and 27th year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in presence of

S. Russell Bartlett.

MELVILLE LAND COMPANY (SEAL)

Lizzie Owings.

Per Alester C. Furman President

and J. I. Westervelt Treasurer.

STATE OF SOUTH CAROLINA,

GREENVILLE COUNTY.

PERSONALLY appeared before me Lizzie Owings and made oath that he saw the within named MELVILLE LAND COMPANY, by Alester C. Furman its Vice President, and J. I. Westervelt its Treasurer, sign, seal and as its act and deed deliver the within written deed and that she with S. Russell Bartlett witnessed the execution thereof.

Sworn to before me this 5th day of September 1902.

Lizzie Owings

Davis C. Durham (Seal)

Notary Public S.C.

5
M. M. M.

CHARLESTON AND WESTERN CAROLINA RAILWAY COMPANY

AND

Agreement.

Greenville Gas & Electric Light & Power Co.

STATE OF GEORGIA.

Form 10-C. 17, 014.

COUNTY OF RICHMOND.

THIS AGREEMENT, made on this 23rd. day of December 1903 Between Greenville Gas & Electric Light & Power Co. of the County of Greenville State of South Carolina party of the first part, and the CHARLESTON & WESTERN CAROLINA RAILWAY COMPANY, party of the second part; Witnesseth, that Whereas said party of the first part desires with the permission of the party of the second part, hereinafter called the Company, to occupy a portion of Right of Way of the said Company, in Greenville, S.C., for laying 2 1/2" water main, crossing C. & W. C. R. R. tracks near West end of Freight Depot & Platform which is more fully shown by the annexed plat which is made a part of this paper, and

WHEREAS, the party of the first part is not desirous of affecting in any manner the right of the Company to the full and undisturbed possession of the premises nor of interfering in any way with any of the rights of the Company relative thereto; and

WHEREAS, the said Company has consented that for the time hereinafter stated the party of the first part may occupy the premises as aforesaid, to wit: for such length of time as may seem proper to the said Company.

NOW, THEREFORE, in consideration of the premises and license aforesaid, the said party of the first part hereby covenants and agrees with the said Company, its successors and assigns, as follows:

FIRST, That the party of the first part will save and hold harmless the said Company, its successors and assigns, from all damage, injury, or liability that may arise from the destruction or injury of any building, improvements, or personal property of any description, by fire or from any other cause whatever, whether the same should be attributable to the negligence of the employees of said company, or not, where such damage, injury, or liability is caused, increased or in any manner contributed to by reason of the use of the premises hereunder, and the party of the first part agrees to insure and keep insured for benefit of party of second part the said building and contents and all personal property on said lot.

Second. That the party of the first will save and hold harmless the Company, its successors and assigns, from all damage to any person that may partly or wholly arise from or be traceable to the occupancy of said premises by the party of the first part or any other person, whether such damage be caused by the negligence of the Company's employees, or from any other cause whatever.

Third. That the party of the first part does not now, nor will he set up title to said property against the Company, its successors or assigns, but will hold the same only as tenant at will, subject to the notice hereinafter specified.

Fourth. That the part of the first part covenants and agrees in consideration of the permission and license aforesaid, to surrender the said premises to the Company, its successors or assigns, and remove all obstructions, buildings, or improvements therefrom, upon receiving (20) Thirty days' notice from the said Company, its successors or assigns, said notice may be given to any person in possession of the premises.

Fifth. That in case of failure to deliver said possession and remove said obstructions the Company, its successors or assigns, shall have the right, upon the expiration of the period above named, or at any time thereafter, to enter upon and take possession of the premises and all buildings, improvements, structures and personal property then remaining thereon shall be