

defend the same unto the party of the second part his heirs, executors, administrators and assigns, against the claims and entry of all persons whatsoever.

In witness whereof, the said parties have hereto set their hands and affixed their seals, the day and year first abovescribed.

Signed, Sealed and Delivered in the presence of

W.W. Alexander (seal)

Lemal Davis (seal)

Nancy Davis (seal)

State of South Carolina,

Greenville County.

Personally appeared before me W.W. Alexander and made oath that he saw the within named

Lemal Davis Nancy Davis sign, seal and as his act and deed deliver the within written

instrument and that he with ..... Witnessed the execution thereof.

W.W. Alexander.

Sworn to before me this 22 day of June A.D. 1905

T.B. McWhite (seal)

Magistrate.

Recorded July 5th, 1905.

Agreement. Richard Davis and Wife to

W.P. Chiles.

This Agreement made this 22 day of Jan. 1905 by and between Richard Davis and his wife Tenor Davis of Greenville Post Office R.F.D. #6 Greenville County State of South Carolina, party of the first part, and W.P. Chiles of Greenville County, State of South Carolina Party of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum one dollar to ..... in hand paid by the party of the second part the receipt of which is hereby acknowledged, and in consideration of the rents, covenants and agreements hereinafter mentioned on the part of the party of the second part his heirs, executors, administrators and assigns to be paid kept and performed do grant and convey to the party of the second part, his heirs, executors, administrators and assigns forever for the term of five years from the

22 day of Jan. 1905 all the mineral and mining rights to, in and upon the lands herein after described including ingress and egress and regress for himself his heirs and assigns and his or their servants, together with his or their tools, wagons, horses, machinery, and all things else which he or they may require for the mining operations on the said lands or for the purpose of digging, mining, purifying, concentration, converting and removing any or all mineral substances in, upon or under the said lands and he shall have exclusive

right to carry on any or all of the aforesaid operations on said lands and the use of all water, the right to make ditches, dams and reservoirs and to lay water pipes or conduits, to construct, erect and maintain upon the said lands or to carry thereon same, such shops, buildings, machinery and apparatuses as may be necessary or convenient in the prosecution of said work or of preparing for the same, or the transportation of mineral products or substances from the said lands to any other place, and also the right to

for drying purposes, and the right to construct such roads as he or they may find desirable upon or across said lands and the free and undisturbed control of such roads as he or they may find desirable upon or across said lands and the free and undisturbed control of such of the said lands as may be necessary for the proper conduct of the operations aforesaid. And the party of the first part for their selves their heirs, executors, administrators and assigns hereby release the said party of the second part his heirs, executors, administrators and assigns from all claims for damage to the said lands caused by any of the operations aforesaid. Party of the second part agree to give Fifteen Dollars per ton of Monazite.

And the party of the second part in consideration of the rights herein granted and of the sum of one dollar to him in hand paid by the part of the first part receipt of which is hereby acknowledged, hereby agree for himself, his heirs, executors, administrators and assigns to pay or cause to be paid as compensation for the rights herein granted by the said party of the first part a royalty at the rate of Fifteen dollars per ton of 2000 lbs for all pure Monazite removed from said lands said royalty to be paid to Richard Davis

It is further agreed for the consideration aforesaid that if the mining operations are not begun on said lands within 6 months from the date thereof or if they are suspended for more than 6 months then these presents and everything contained herein shall cease and be forever null and void.

Said lands are described as follows:

known as Richard Davis Farm containing 30 acres more or less being on the head waters of Brushy Creek in Gantt T.S. and joining lands of R.M. Jacobs and others.

And the party of the first part for the consideration aforesaid, hereby covenant that he is seized of the said premises in fee and is seized and possessed of all the mineral rights thereof and has the right to make the conveyances above mentioned and that he will warrant and defend the same unto the party of the second part, his heirs, executors, administrators and assigns against the claims and entry of all persons whatsoever.

In witness whereof, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

Signed, sealed and delivered in the presence of;

W.W. Alexander. (seal)

Richard Davis (seal)

Tenor Davis (seal)

State of South Carolina,

Greenville County.

Personally appeared before me W.W. Alexander and made oath that he saw the within named Richard Davis Tenor Davis sign, seal and as his act and deed deliver the within written instrument,

and that he with ..... witnessed the execution thereof.

Sworn to before me this 22nd day of

W.W. Alexander.

June A.D. 1905

T.B. McWhite (seal)

Magistrate.

Recorded July 5th, 1905.