

advisable; with the right, privilege and easement to keep or to require said right of way as above described, to be kept free and clear of any and all structures, trees and other objects of any nature or description except those placed thereon by said Power Company, its successors or assigns; with the further right to cut away and keep clear of said lines and structures any tree located upon property now owned by the grantor(s) outside of said right of way, which if it should fall or be blown down might strike any of said lines, structures, or other property; with the further right of ingress to and egress from the above mentioned and described strip of land, over, upon and across the lands of the grantor(s) above referred to, for the purpose of exercising any or all of the rights and privileges hereby granted; provided that the failure or neglect of the Power Company, its successors or assigns, to keep or require said right of way to be kept clear as aforesaid, or to exercise any of the rights herein granted, shall not be construed as a waiver or abandonment of the right thereafter and at any time to remove or require the removal of any structure or object which may have been placed or allowed to remain on said right of way, or to exercise any of the rights and privileges hereby granted.

IT IS AGREED, That the owner of said tract of land may use or permit said right of way to be used for growing such crops and maintaining such fences thereon as may not interfere with the use of said right of way by the Power Company for the purposes hereinabove mentioned, or conflict with its right at all times to maintain and operate said right of way and the apparatus and structures placed thereon.

TO HAVE AND TO HOLD the aforesaid right of way, rights, privileges and easements unto the said Duke Power Company, its successors and assigns, to its and their only use and behoof forever.

AND the said grantor(s) for himself, & his heirs and assigns, covenant with said Duke Power Company, its successors and assigns, that he has right to convey said right of way, rights privileges and easements as aforesaid, and that the same are free and clear of all liens and encumbrances, and that he will forever warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said grantor(s) has hereunto set his hand and seal this 13 day of Nov. 1939.

Signed, sealed and delivered in the presence of:

Woodrow Bridwell

W. H. Bridwell (SEAL)

A. T. Bowman

THE STATE OF SOUTH CAROLINA.

GREENVILLE COUNTY.

Personally appeared before me A. T. Bowman and made oath that he saw the within named W. H. Bridwell sign, seal, and as his act and deed deliver the within written Deed; and that he with Woodrow Bridwell witnessed the execution thereof.

Sworn to before me, this 29th day of November, A. D. 1939.

A. T. Bowman

Marion Brawley, Jr.

Notary Public.

S. C. Stamps \$1.00

U. S. Stamps \$0.50

Recorded December 7, 1939 at 9 A. M. #15621 BY: E. G.