

Semmie Lurey

Mary Kirk Moore

H. B. McBee consents and agrees to this Lease except he does not recognize Oscar Hodges, Jr., as his Trustee and the lease of H. B. McBee to W. R. McAlister shall remain effective.

Vardry McBee (L. S.)

Annie McBee Moore (L. S.)

H. B. McBee (L. S.)

W. R. McAlister (L. S.)

Lessors

J. B. Orders. (L. S.)

Lessee.

S. C. Stamps \$5.28

State of South Carolina,
County of Greenville.

Personally appeared before me Semmie Lurey, who being duly sworn says that he saw Oscar Hodges, Jr., as Trustee for Vardry McBee, Annie McBee Moore and H. B. McBee, and Vardry McBee, Annie McBee Moore, H. B. McBee and W. R. McAlister, individually, sign, seal and as their act and deed deliver the foregoing written instrument and that he with Mary Kirk Moore & D. B. Leatherwood witnessed the execution thereof.

Sworn to before me this 29 day of August, 1944.

Semmie Lurey.

D. B. Leatherwood (L. S.)

N. P. for S. C.

Recorded August 31, 1944 at 9:54 A. M. #9196 BY: E.G.

THIS AGREEMENT, made and entered into this 20 day of July, 1944, by and between

SOUTHERN RAILWAY COMPANY, a corporation of the State of Virginia, hereinafter for convenience styled the Railway Company, party of the first part; and

P. W. DANIELS, of Greenville County, South Carolina, party of the second part;

W I T N E S S E T H :

1. That the party of the second part is maintaining upon the right of way and premises of the Railway Company a chicken house and is occupying and using as a site therefor and for chicken yard and domestic purposes, a lot, piece, or parcel of the right of way of the Railway for its (C&G) main track running between Greenville and Columbia, at or near OAKVALE, in the County of Greenville, and State of South Carolina, more particularly described as follows, to-wit:

Beginning at a point on the southeasterly right of way line of the Railway Company one hundred (100) feet distant southeastwardly (measured at a right angle) from center line of said (original C & G) main track, measured from a point therein 2999 feet northeast of milepost V-137; and running thence in a westerly direction a distance of 81.8 feet to a point twenty (20) feet distant southeasterly from center line of said main track, measured from a point therein 2982 feet northeast of said milepost V-137; thence in a northeasterly direction, parallel with center line of said main track, a distance of one hundred (100) feet; thence in an easterly direction, parallel with first mentioned course, a distance of 81.8 feet, more or less, to the said southeasterly right of way line of the Railway Company, one hundred (100) feet distant southeastwardly from center line of said main track; thence in a southwesterly direction along said right of way line, parallel to and one hundred (100) feet distant southeastwardly from center line of said main track, a distance of one hundred (100) feet, more or less, to the point or place of beginning; containing 8000 square feet, more or less.

All being substantially as shown in red upon the blue print of Drawing No. A-8894, dated March 4, 1944, hereunto annexed and hereby made a part of this agreement.

2. That the said right of way of the Railway Company is two hundred (200) feet in width, or one hundred (100) feet in width on either side of the center line of said main track.

3. That the said party of the second part claims no title to the portion or parcel of the said right of way so occupied as above, and occupies the same at his risk and as tenant of the Railway Company, which agrees hereby that the said party of the second part may so occupy the same until the said right so to do shall be revoked as hereinafter provided.

4. It is further agreed between the parties hereto that in the event that the Railway Company shall at any time hereafter require the use for railroad purposes of the portion or parcel of the right of way so occupied and used by said party of the second part, as