

M. Monaghan Mills,
To

Greenville Traction Company,

THE STATE OF SOUTH CAROLINA, KNOW ALL MEN BY THESE PRESENTS, That we, Monaghan Mills, a corporation chartered by the laws of the State of aforesaid, for and in consideration of the sum of One dollar to us in hand paid at and before the sealing of these presents by the Greenville Traction Company, a corporation chartered by the laws of South Carolina (the receipt of which is hereby acknowledged) have granted, bargained, sold and released and by these presents do grant, bargain, sell and release, unto the said Greenville Traction Company, a right of way and through all that piece, parcel or lot of land, situate and being in the County of Greenville and State aforesaid, and adjoining lands of James A. Finlay Theron Earle, and others, on which said Greenville Traction Company are authorized to build, construct, maintain, and operate a street or trolley line with such side tracks, turn-outs, poles, wires and such other things as are necessary. Said right of way crossing the Monaghan Mills property from North to south through Smyth St. at the Finlay Bridge Road to the South termination of Smyth St., from the North end of Smyth Street following the center line of the said Smyth Street from the Finlay bridge road to Mc Beth Street, and thence running along the West side of Smyth Street to the south boundary of the property. Where the track is located in the centre of the street the Greenville Traction Company shall erect a line of poles on either side of said street and suspend the trolley wire from span wires across said street but where the track is located on the side of the street the trolley wire shall be suspended from a single line of poles located on the same side of the street, by means of brackets, and no poles shall be placed on the opposite side of street except where it is necessary to have them to hold trolley wire over centre line of track in passing around curves. In building the tracks the top of rail shall be placed at elevation and on grade approved by the President of Monaghan Mills.

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 right of way over and through said premises before mentioned, unto the said Greenville Traction Company, its successors and assigns forever. And we do hereby bind ourselves, our successors and assigns to warrant and forever defend all and singular the said premises unto the said Greenville Traction Company its successors and assigns against ourselves, our successors and assigns.

Witness our hands and Seals this 27th day of September in the year of our Lord one thousand nine hundred and four, and in the one hundred and 29th year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered

in the presence of

Hayne P. Glover,

Monaghan Mills, (L.S.)

S. McG. Benet;

By Thomas F. Parker Prest.

D. H. Whitmire,

THE STATE OF SOUTH CAROLINA.

GREENVILLE COUNTY.

Personally appeared before me D. H. Whitmire and made oath that he saw the within named Monaghan Mills, Thomas F. Parker, President, sign seal and as his act and Deed deliver the within written Deed; and that he with Hayne P. Glover and S. McG. Benet witnessed the execution thereof.

Sworn to before me this 27th

day of September A. D. 1904

A. H. Donaldson

Notary Public for S. C.

D. H. Whitmire

Williams Poore et al.

To
Ellison A. Smyth,

State of South Carolina,
County of Anderson,)

Personally appeared before me John Adger, who being duly sworn says that the Annexed deed from the heirs, of Poore, to Ellison A. Smyth, was actually delivered for the purpose of taking effect and validity as between grantors, and grantee on the 13th. day of September A. D. 1904.

Sworn to before me this 6th. day of October, A. D. 1904.)

Jno. B. Adger

James Adger, (Seal)

Notary Public,

STATE OF SOUTH CAROLINA

WHEREAS, James W. Poore, died seized and possessed of property hereinafter described, leaving as his sole heirs at law and distributees the grantors below named; Now, Therefore, KNOW ALL MEN BY THESE PRESENTS, that we Corrie P. Poore, Rosa A. Howen, Herman M. Poore, Mamie I. Poore, Lelia Ada Williams, and James Edward Poore, sole heirs, and distributees, of the said James W. Poore, deceased, in the State aforesaid, in consideration of the sum of Three thousand Seven Hundred and Fifty (\$ 3,750.00) Dollars, to us in hand paid at and before the sealing and delivery of these presents, by Ellison A. Smyth, in the State aforesaid, the receipt whereof is hereby acknowledged, have, granted bargained, sold and released, and by these presents, do grant, bargain, sell and release, unto the said Ellison A. Smyth, of the town Penzer, County of Anderson and State aforesaid, and to his heirs, and assigns, the right to flow, and overflow, the parts of the premises hereinafter described, and to back water thereon, by or in consequence, of the erection by him or his heirs, or assigns of such dam or dams, as he may deem proper on the Saluda River, at any point or points, below the property hereinafter described, for the purpose of developing the water power, on the said Saluda River, below and including the water power on the premises hereinafter described, the subject always to the limit found in the next paragraph. It being expressly understood that the said dam, or dams, are not to back water, further up the River, than where the line of J. M. Cox, and the line of the estate of J. W. Poore, and J. M. Cox, strike the River about one hundred yards, (100) yds, above Cooley's Bridge, on the Anderson side, of the River, nor to elevate the water at Cooley's Bridge, more than eighteen inches, (18 ins.) above the level of the Saluda River, said back water not to submerge the floors of either of the said Mills, or of the Store room, situated near the said River, said back water not to damage or render unfit for cultivation any part of the lands, of the estate of the said J. W. Poore, deceased, in either Greenville or Anderson Counties, other than the strip on either side of the said Saluda River, that may be covered by said back water, in accordance with terms herein contained. All that piece, parcel or tract of land, containing one hundred and fifty eight (158) acres more or less, situate on Saluda River, in Greenville County, State aforesaid, near old Cooley's Bridge, beginning at a Beech tree, on Saluda River, at the mouth of branch, thence up said branch to stake xxx, (3x) thence N. 68 E. 29.24 to a stone, 3x, thence N. 10-1/2 W. 9.50 to stone 3x, thence N. 8-3/4 W. 14.64 to stone 3x, thence S. 83 W. 1.40 to B. O. 3x, thence S. 81-1/4 W. 19-25 to B. O. 3x, thence S. 80-3/4 W. 24.45 to stone 3x, on bank of said River, thence down the river to beginning known as Cooley's Mill tract. and bounded by J. L. Cothran, O. W. Holliday, and Saluda River, being the property heretofore conveyed to the said J. W. Poore, by Henry T. Holliday, Andy M. Holliday, and Louisa Holliday by their warranty deed, dated January 9th, 1892, and recorded E. M. C. O. for Greenville County, in Book M. M. 222, 223. Also all that certain lot of land adjoining the