

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 heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto the said Greenville Traction Company, its successors and assigns against ourselves and our heirs and all others lawfully claiming or to claim the same or any part thereof.

Witness our hands and seals this 10th day of October in the year of our Lord one thousand nine hundred and four, and in the one hundred and twenty-ninth year of the Sovereignty and Independence of the United States of America.

Signed sealed and delivered in presence of: Mary J. Verner, (L.S.) Elizabeth Waddell, Emily S. Verner, (L.S.) Wm. G. Serrine, Evelyn V. Moorman, (L.S.) THE STATE OF SOUTH CAROLINA.

GREENVILLE COUNTY.

Personally appeared before me Elizabeth Waddell and made oath that she saw the within named Mary T. Verner, Emily S. Verner, and Evelyn V. Moorman, sign seal and as their act and deed deliver the within written deed, and that she with Wm. G. Serrine witnessed the execution thereof.

Sworn to before me this 10th day of October, A.D. 1904. Elizabeth Waddell, E.M. Blythe, Not. Pub. S.C.

STATE OF SOUTH CAROLINA.

GREENVILLE COUNTY.

WHEREAS, on the 10th day of October 1904 we did execute and deliver to Greenville Traction Company a right-of-way over certain of our lands in said County, on Reedy river west of the Buncombe road, and it was provided therein that if we desired to open streets along the right-of-way that nothing should prevent the laying out of said streets, reference being had to said deed will more fully appear.

And it was not intended that this provision should apply to the low, swampy land where trestling, bridging or filling may be necessary.

NOW, this instrument witnesseth that if said Greenville Traction Company find it necessary to build trestles, bridges or make fills over the low and swampy land adjacent to Reedy River, and where the line crosses said river, that in the event it is desired to lay out a street, we will not require said Company at these points to remove their poles, wires, buildings, or other property or fixtures, but will allow the same to remain undisturbed, and for the sole use and convenience of said Company.

Witness our hands and seals this 19th day of November, in the year of our Lord one thousand nine hundred and four, and in the one hundred and twenty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in presence of: Mary J. Verner, (SEAL) Elizabeth Waddell, Evelyn V. Moorman, (SEAL) Wm. G. Serrine, Emily S. Verner, (SEAL)

As to Mary J. Verner and Emily S. Verner.

C. W. Wimpy, As to Evelyn V. Moorman. Nellie A. Brush,

Recorded for December 3rd, 1904.

Handwritten notes in left margin:
This instrument was duly reviewed and approved by me on the 10th day of October 1904. I am a Notary Public in and for the State of South Carolina. My commission expires on the 10th day of October 1905. Witness my hand and seal this 10th day of October 1904. W. T. ...

Agreement

And George L. English.

This agreement made and entered into this 30th day of Nov. 1904, by and between Karl L. Kithil of Oak Spring, Rutherford County, State of North Carolina, (representing the firm of C.P. Meiser of the City of Nuremberg, Germany) and George L. English of Shelby, Cleveland County, State of North Carolina (representing the National Light and Thorium Company, a corporation organized under the laws of the State of New Jersey),

Witnesseth, That for and in consideration of the premises and of the sum of One Dollar paid by each of the parties hereto to the other, receipt of which is hereby acknowledged, it is hereby agreed as follows:

First: Said Kithil agrees that he will withdraw forthwith entirely and permanently from the Monazite fields of Greenville County, South Carolina of the Thirty fifth parallel of latitude, and that he will not, directly or indirectly intrude in said section nor compete with said English, and that he will not directly or indirectly, purchase any Monazite in or from said section, either personally or through agents, employees or any body else in any way connected with him or acting in his interest or in the interest of said firm of C.P. Meiser.

Second. Said English agrees to furnish said Kithil Monazite sand from said section to an amount equal to one-half of the Monazite mined by said English in that portion of the said section lying to the west of the Reedy River, said sand shall be furnished to said Kithil at the uniform price of eight and one half cents per pound of pure Monazite contained therein, and shall be delivered by said English at the Freight station of the Southern Railway at Greenville, South Carolina.

Third: Said English further agrees to furnish said Kithil with one-half of all the Monazite sand he buys from property situated on the west side of Reedy River, in Greenville County, South Carolina, said sand to be furnished to said Kithil, at eight and one half cents per pound of pure Monazite provided there is no competition in buying the same, but if competition arises said Kithil shall have the option of refusing to continue to purchase said bought sand if the price paid for the same exceeds what he is willing to pay, but not otherwise, said sand shall be delivered at the freight station of Southern Railway Greenville S.C.

Fourth: Said English hereby guarantees that the total amount of Monazite sand delivered to said Kithil under this agreement shall be sufficient to yield not less than fifty tons (100,000 pounds) of pure monazite per annum, and in the event of the sand mined and bought on the west side of the Reedy River and furnished to said Kithil as herein before mentioned not equalling fifty tons per annum, said English hereby binds himself to supplement his deliveries by including such other sands as he may mine or purchase to such amount as shall make the aggregate amount of pure monazite delivered to said Kithil fifty tons per annum.

Fifth: Said Kithil hereby agrees to purchase from said English the sand herein before mentioned which are to be shipped to him as soon as possible after the accumulation of a car load, and to pay for the same as follows: (a) For said Kithil's portion of the bought sands said English shall mail to said Kithil weekly a statement showing the quantities bought and the estimated percentage of pure monazite contained therein, and in the event of competition in buying, the statement shall give the quantities bought and the prices paid and be accompanied by duplicates of the receipts taken by said English from the sellers of said sands. Upon receipt of said statements said Kithil shall remit to said English a check for eighty per cent of the amount estimated to be due said English and the balance due said English shall be paid within five days after delivery of said sands at said Kithil's separator during which time said Kithil agrees to separate the pure monazite from said sands and send a statement to said English showing the quantities of pure monazite separated from said sands and the percentage of pure monazite contained therein.