

The State of South Carolina,
Greenville County.

Renunciation of Dower.

I, Jno. M. Cureton, C.C.C.P. do hereby certify unto all whom it may concern, that Mrs. Gillette T.-Dargan the wife of the within named F.T. Dargan did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Greenville, Spartanburg & Anderson Railway Company, its successors and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal this
2nd, day of ~~Aug.~~ Sept. A.D. 1912.

Gillette T. Dargan

Jno. M. Cureton (L.S.)

~~Notary Public for S.C.~~ C.C.C.P.

Recorded for October 16th, 1912.

-o-

488

(Right-of-way 75 ft)

State of South Carolina,
County of Greenville.

Whereas, the American Spinning Company, a corporation, did on the 16 day of October 1912, execute and deliver its deed and thereby conveyed to the Greenville, Spartanburg and Anderson Railway Company, a corporation, an easement or right-of-way through its, the said American Spinning Company's property, which property and easement is fully located and described in said deed;

And, whereas, the consideration of the said grant is not only the money therein expressed, but other good and valuable consideration, such as is hereinafter expressed, and the agreements herein stipulated and to be performed;

Now, therefore, this agreement entered into this the 16th, day of October, 1912, by and between the said American Spinning Company, of the one part, and the Greenville, Spartanburg and Anderson Railway Company, of the other part.

WITNESSETH:

That said Railway Company will place the property of the American Spinning Company in as good shape and condition as it now is as near as shall be practicable.

The said American Spinning Company consents to a change of the channel of the Fertilizer Factory Branch, and that the same may be re-located as desired by said railway Company, with the distinct understanding and agreement that such change or re-location shall be so laid and constructed as to fully, completely and properly take care of all of the natural flow of the whole of said branch passing through the property of the said American Spinning Company, as well as any high water or excessive surface water gathered in or flowing in the channel of the whole of said branch, as aforesaid, including any and all water coming in from surface ditches, or the natural flow of artificial tributaries; in other words, that as ample provision shall be made for the care of all such water, as aforesaid as is now taken care of, the meaning above being that any embankment, fill, new branch channel or other thing done or constructed shall not enhance the danger to the property of the American Spinning Company and others, from the overflow of said branch, or the obstruction of the flow of any surface water whatsoever, and upon their failure in any or either of the conditions and provisions herein stipulated, all such damage due thereto shall be paid to the American Spinning Company, as it shall suffer.

(next page)