when due, the Seller shall be discharged in law and equity from making said deed, and may treat said Purchaser as tenant holding over after termination of his lease, and shall be entitled to claim and recover, or retain if already paid, the sum of \$150.00 per year for rent, or by way of liquidated damages, or may enforce payment of said note.

Done in Duplicate at Greenville, South Carolina, the day and year above written.

Witness:

Hext M. Perry.

R.W. Matheny,

Suburban Land Co.

By T. F. Hunt. Prest. (L.S.)

By Frank F. Martin. Secty.& Treas.(L.S.)

Joe H. James.

The State of South Carolina,

Greenville County.

Personally appeared before me Hext M. Perry and made oath that he saw the within named Suburban Land Co. by T.F. Hunt, Pres. & Frank F. Martin, Sec. & Treas. sign, seal and as -

act and deed deliver the within written deed, and that he with R.W. Matheny witnessed the execution thereof.

Sworn to before methis 4th day of August A.D. 1913.

Hext M. Perry

R. Lee Scott (

Notary Public to S.C.

Recorded for Jany. 31st, 1914.

(Agreement 50 ¢)

State of South Carolina

County of Greenville.

This Agreement, made the 30 day of May 1912 between the Greenville, Spartanburg & Anderson Railway Company, hereinafter called the "Railway Company", and W.H. Suber hereinafter called the "Owner", WITNESSETH: That said Railway Company agrees that if and when it, or its successors or assigns, exercises the rights and privileges and uses the easement granted to said Railway Company by said Owner under an instrument of even date herewith, said Railway Company, its successors or assigns, shall thereupon and upon the surrender of this agreement, pay to said Owner, his heirs, executors, administrators or assigns, the sum of nothing Dollars, which said owner will accept in full payment for all damages arising by reason thereof.

It is agreed by the parties hereto, that the Pailway Company shall protect the water rights now owned and operated by said owner.

In witness whereof, the parties hereunto have set their hands and seals, the day and year first above written.

Signed, sealed and delivered in the presence

A.H. Payne.

Greenville, Spartanburg & Anderson Failway Company.

By Jno. L. Miller (Seal)

Right-of-way Agent.

W.H. Suber, (Seal)

Received \$ - - - payment of above this - day of - - - 191 - - .

Personally appeared before me A.H. Payne and made oath that he saw the within named parties sign, seal and deliver said papers.

W.P. Raines (L.S.)

A.H. Payne

N.P. G.C.

Recorded for Feby. 3rd, 1914.

State of South Carolina.

Whereas, Moses T. Fowler, late of Greenville County and State aforesaid, departed this life leaving of force his last will which was admitted to probate by the Probate Court of said County on April 18, 1889, which is recorded in Will Book "F", page 487, whereby he appointed as his executors his widow Amanda E. Fowler, who subsequently intermarried with J.H. Poole, and his sons William P. Fowler and Richard A. Fowler, all of whom duly qualified; and further directed that after his youngest child should come of age to set off one hundred acres of land to his wife, and to sell the balance at public auction, and whereas the youngest child has come of age, the said executors after cutting off one hundred acres to the said widow, did sell the balance at public auction after first advertising for three weeks in the Mountaineer, published in this County, at which sale the tract hereinafter described was sold to W. Stewart Peden for the sum of Four hundred and ten dollars.

NOW THEREFORE, Know All Men By These Presents, That we, William P. Fowler, Richard A. Fowler, and Amanda E. Pool (formerly Fowler) as executors of the last will of Moses T. Fowler under and by virtue of the power contained in said will and in consideration of the sum of Four Hundred and Ten dollars to us in hand paid by W. Stewart Peden, of the County and 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 W. Stewart Peden all that certain tract or parcel of land situate in the County and State aforesaid containing thirty-seven and fourtenths acres (37.4) more or less, having the following lines, to wit: Beginning at stake on Raburn Creek, corner of J. P. Harrison, at point where branch enters creek; thence with Harrison's line up the branch to stake; thence N. 1 E. 14.75 to stone in Fountain Inn Road; thence with Fountain Inn Road S. 60-3 W. 26 to a pine; thence with line of W.S. Peden N. 3-5 W. 17.65 to stone on branch; thence down the branch to Faburn Creek; thence down the Creek to stone on bank near mouth of branch; to stone, thence S. 4 E. 6 to poplar; thence with line of the estate of D.S. Fowler to stone; thence S. 88 E. to stone on Raburn Creek on ditch bank; thence down the Creek to the beginning corner according to plat made by J.P. Willis of the lands of the estate of Moses T. -Fowler and being known in said division as tract No. 3.

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 said premises before mentioned unto the said W. Stewart-Peden, his heirs and assigns forever.

And we, the said executors, do hereby bind ourselves as executors to warrant and forever defend all and singular the said premises unto the said W. Stewart Peden, his heirs and assigns, against us and against the heirs and distributees of the said Moses T. Fowler and every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness our hands and seals this lith, day of January December in the year of our Lord one thousand nine hundred and four the and in the one hundred and twenty-eighth year of the Sovereighty and Independence of the United States of America.

Signed, sealed and delivered

in the presence of

H.L. Shaw.

B.P. Randall.

W.P. Fowler, (Seal)

A. R. Fowler, (Seal)

A.E. Poole, (Seal)
Executors of the estate of Moses T. Fowler, deceased.

• • •

(Ove r)