

STATE OF SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS; That
For and in consideration of the sum of Two HUNDRED AND FIFTY DOLLARS (\$250.00) to the party of the first part paid by the party of the second part, the receipt whereof is hereby acknowledged, J. Thomas Smith, of the County of Greenville and State of South Carolina, party of the first part, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto ATLANTA AND CHARLOTTE AIR LINE RAILWAY COMPANY, a corporation, party of the second part, and its successors and assigns, forever,

ALL that certain lot, piece or parcel of land of the said J. Thomas Smith, situate, lying and being on the southeasterly side of right of way of ATLANTA AND CHARLOTTE AIR LINE RAILWAY COMPANY for its present single track railroad, and on either side of proposed Hayne-Greenville new double track railroad of ATLANTA AND CHARLOTTE AIR LINE RAILWAY COMPANY, adjoining lands of F.E. Stone, Hagar Ann Smith, and said present right of way, in the County of Greenville and State of South Carolina, more particularly described as follows, to wit:

BEGINNING at the point on the southeasterly boundary line of said present right of way, where same is intersected by dividing line between lands of J. Thomas Smith and E. E. Stone; and running thence

(1) South 64° 06' East, along said dividing line, 13 feet to dividing line between lands of J. Thomas Smith and Hagar Ann Smith; thence

(2) South 7° 15' West, along said last mentioned dividing line, crossing said located common center of proposed new double track railroad at Survey Station 5468+81.6 thereon, a distance of 129 3 feet to a point 100 feet, measured at right angle, south of said located common center line; thence

(3) South 75° 01' West, along a line parallel with and 100 feet south of said located common center line 294.8 feet to point of intersection with said southeasterly boundary line of present right of way, said point being 100 feet, measured on radius of curve, southeast of center line of present main (single) track; thence

(4) In a northeasterly direction, along said southeasterly boundary line of present right of way, parallel with and 100 feet southeast of center line of present main (single) track, 349.6 feet to point or place of beginning.

SAID parcel of land containing 0.400 of an acre, and having shown in yellow upon blue plat map dated October 5, 1915, hereunto annexed and made a part hereof.

TO HAVE AND TO HOLD the said land, together with all and singular the rights, members tenements, hereditaments and appurtenances unto the same belongings, or in any wise appertaining, unto the said ATLANTA AND CHARLOTTE AIR LINE RAILWAY COMPANY, party of the second part, its successors and assigns, forever, in fee simple.

It is understood by the party of the first part that the land hereinbefore described and hereby conveyed will be used by said party of the second part in the construction, maintenance and operation of a railroad, and the party of the first part, for himself, his heirs, personal representatives and assigns, further understands and agrees that the consideration hereinbefore recited and paid by the party of the second part includes not only the value of said land, but any incidental or consequential damages accruing to other lands of the party of the first part from or on account of such construction, maintenance or operation of said railroad upon the land herein described and hereby conveyed.

The party of the first part, for himself, his heirs and personal representatives, covenants and agrees unto and with said ATLANTA AND CHARLOTTE AIR LINE RAILWAY COMPANY that HE is lawfully seized of said land in fee and has the right to make this conveyance that the said land is free from any encumbrances, and that he will, and his said heirs and personal representatives shall, for ever warrant and defend the title to said land unto said ATLANTA AND CHARLOTTE AIR LINE RAILWAY COMPANY, its successors and assigns, against himself, his heirs, personal representatives and assigns, and against any and all persons lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the party of the first part has hereunto subscribed his name and affixed his seal, this 2nd day of November A. D., Nineteen Hundred and Fifteen, and in the One Hundred and Fortieth year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in presence of:

Cynthia M. Lindsey

H. P. Pearson

Subscribing Witnesses.

J. Thomas Smith.

STATE OF ILLINOIS
COOK COUNTY.

On this 23rd day of November, 1915, at my office in said County aforesaid, personally appeared before me, Beauregard F. Moseley, a Notary Public for said County, Cynthia M. Lindsey, to me known, and known to me to be one of the subscribing witnesses to the foregoing instrument, and made oath that she saw the within named J. Thomas Smith sign, seal and deliver the foregoing writing in due and lawful manner, and for his act and deed, and that she, with H. P. Pearson, witnessed the due execution thereof on the day of the date thereof.

Sworn to and subscribed before me this 23rd day of November.

Beauregard F. Moseley.
Notary Public.

Cynthia M. Lindsey.

See next page.

STATE OF ILLINOIS
COOK COUNTY

I, Beauregard F. Moseley, a Notary Public for said County, do hereby certify unto all whom it may concern that Rose Smith, the wife of the within named J. Thomas Smith, 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 ATLANTA AND CHARLOTTE AIR LINE RAILWAY COMPANY, its successors and assigns, all her interest and estate, and all her right and claim or dower of, in and to all and singular the premises within mentioned and released.

Given under my hand and seal this 23rd day of October, 1915.

Beauregard F. Moseley.
Notary Public.

Rose Smith.

(Stamps canceled 50 cents.)

Recorded December 16, 1915.

#####

KNOW ALL MEN BY THESE PRESENTS; That

T. R. HAGOOD and A. G. GOWER, of Greenville, in the State of South Carolina, parties of the first part, for and in consideration of the sum of ONE DOLLAR to each of them in hand paid by Southern Railway Company, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents, do grant, bargain, sell and release unto

SOUTHERN RAILWAY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Virginia, hereinafter for convenience styled the Railway Company, party of the second part;

A RIGHT OF WAY 15 feet in width (that is to say, 7-1/2 feet on either side of the center line of the industrial spur track, hereinafter described) over and upon the lands of the parties of the first part, situate, lying and being at GREENVILLE, in the County of Greenville and State of South Carolina, for an industrial spur track of the Railway Company which will spring from the "Switching Lead" of the Railway Company lying next east of and parallel with its main track running between Charlotte and Atlanta, at a point thereon 246 feet south of Milepost 487, and will extend thence in a southeasterly direction, for a distance of 480 feet, more or less; of which 264 feet, more or less, will be located upon the present right of way of the Railway Company, and 216 feet, more or less, upon the said land of the parties of the first part; together with such additional right of way over and upon the said land as may be necessary at any time, and from time to time hereafter, for the purpose of shifting and relocating said industrial spur track, or constructing maintaining and operating branches or extensions thereof, to serve with shipping facilities industrial located upon said land.

TO HAVE AND TO HOLD the said right of way unto the Railway Company, its successors and assigns, so long as it or they may require the same for the construction, operation, maintenance and repair of said industrial spur track, branches or extensions thereof; PROVIDED, however, and this conveyance is made upon the condition, that in the event that the Railway Company shall, at any time hereafter abandon the said industrial spur track, and in evidence thereof shall discontinue the operation of the same and take up and remove the rails, materials and fixtures therein, then and in such event the right of way hereby conveyed, and all rights incident or appurtenant thereto shall revert to the parties of the first part, their heirs and assigns, as their respective interests therein may appear.

The said A. G. Gower hereby joins in the execution of this deed for the purpose of releasing unto the Railway Company the right of way hereby conveyed, from the lien of that certain mortgage executed and delivered by said T. R. Hagood to the said A. G. Gower, to secure an indebtedness of \$1875.00, bearing date of August 20th, 1915, and recorded in book 40, page 252, Greenville County, South Carolina.

IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their names and affixed their seals, this 8th day of November, in the year of our Lord, One Thousand Nine Hundred and Fifteen, and of the Sovereignty and Independence of the United States of America the one hundred and fortieth.

Signed, sealed and delivered in presence of:

S. J. Nesbit

E. D. Gentry

Subscribing Witnesses.

T. R. Hagood

Signed, sealed and delivered, in presence of

T. Ches. Gower.

A. G. Gower.

J. E. Lagerholme
Subscribing Witnesses.

See next page.