

Elliott Batson

Agreement

and

M. E. Epps.

State of South Carolina

Greenville County.

Whereas doubt had been expressed by Mr. Elliott Batson as to the location of the line heretofore established between a certain tract of land bought by the said Batson from one Mrs. Choatham and the adjoining tract now belonging to Mrs. M. E. Epps, both of which tracts formerly belonged to the estate of Isaac Epton;

Now in order to do away with said doubt and to locate accurately and truly the original line between said two tracts,

It is hereby agreed by and between the said Elliott Batson and the said M. E. Epps that the said Elliott Batson shall select and appoint in writing a competent surveyor, and the said M. E. Epps shall select and appoint in writing a competent surveyor, both of said surveyors to be appointed within twenty-four hours after the due execution of this agreement by the said Elliott Batson and M. E. Epps; that as soon as possible after said appointments have been made as above specified, the said two surveyors, so appointed, shall go upon said lands, and to the best of their skill and ability, find locate and point out the said true line between said two tracts, as said line is laid down and delineated upon the plats thereof if any therebe, and in the deeds conveying said tracts to the respective parties to this agreement.

And it is further hereby agreed that if said two surveyors shall be unable to agree upon the location of said line, then and in such case the said two surveyors shall select and appoint, in writing, signed by both of them, a third competent surveyor, who shall with them go over and locate said line and the decision of said three surveyors shall be, and hereby is declared to be final and conclusive as to the location of said line; and both of the parties to this agreement shall be and hereby are declared to be irrevocably bound by said survey and decision.

And in order that said survey and location of said true line may be accurately and correctly made, it is hereby further agreed that the said Elliott Batson and the said M. E. Epps shall deliver to the said surveyors, on demand, all deeds and plats in the possession or under the control of either of them, and in any wise relating or referring to said true line.

And it is further hereby agreed that if, after the execution of this agreement, either party to the same fail at any time to comply with any of the terms of this agreement, then and in such case said party so failing shall be liable to the other party hereto, his or her heirs or assigns, in the sum of Five hundred dollars liquidated damages, to be collected by action in any court of competent jurisdiction.

Witness the hands and seals of the said parties this 21st day of July A.D. 1903.

In the presence of

E. Batson (Seal).

H. T. Guest.

M. E. Epps (Seal).

O. M. Keith.

J. C. Hill.

Recorded July 28th 1903

D. E. Bowen & Wife

to

L. A. & W. C. Bates.

State of South Carolina.

County of Pickens.

KNOW ALL MEN BY THESE PRESENTS: That I, D. E. Bowen in the State aforesaid for and in consideration of the sum of Four hundred and forty-eight dollars to me in hand paid at and before the sealing of these presents, by L. A. Bates and W. C. Bates of the County of Franklin in the State of Ohio 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 L. A. Bates a three-fourths interest and to W. C. Bates an one-fourth interest in and to a certain tract of land lying and being in the county of Greenville and State of South Carolina in Cleveland township on the waters of Slicking creek and Mathews creek bounded on the North by the State line and adjoins the lands of J. S. Silverstein and others including a part of a tract of land granted to Yearby Corbin, dated the 30th day of November 1837 and recorded in Grant Book Vol. 2 at page 124 of the Grant Records at Columbia, South Carolina; said tract also contains a part of a boundary of land containing 5500 acres granted to William Southerland on the 19th day of Dec. 1853 the said tract herein conveyed is bounded as follows: Beginning at a poplar (down) on the East side of Slicking Gap road on the State line and runs along and with the top of the Blue Ridge, the State line the following courses and distances: West 5 chains, then South 76°30' West 2 and 50 chains, then South 40° West 8.25 chains, then South 29° West 7 chains then South 71° and 30' West 3.50 chains, then North 51° West 2.50 chains, then North 65° West 3 chains, then South 34° West 5.50 chains, then South 7° West 4.25 chains, then South 25° West 3.75 chains, then North 86° West 2.50 chains to a stone in the west boundary line of the said Yearby Corbin Grant, then with the line of said tract South 27° West 49 chains to a chestnut X3M, then South 18° East 7.50 chains to a hickory X3M, then South 75°30' E. 7.75 chains to a white oak (down), then North 28° East 40.15 chains, to a chestnut (down), then North 35°30' East 16.10 chains to white oak (down), then North 62° East 20 chains crossing the Slicking road to a chestnut X3M in or near the North boundary line of the Thomas Masters Grant now Silverstein land, then with said line East 36 chains to a stone on a ridge (formerly a spanish oak) a corner of said Thomas Masters Grant, then with the line of said Grant South 35° East 11.25 chains to a stone X3M in the east boundary line of the William Southerland survey, then with the line of said tract North 29° East 3.30 chains to a white oak X3M, in the west boundary line of the J. S. Guignard survey, then with said line North 25° West 34 chains to a stone X3M on the Blue Ridge, then along and with the top of the Blue Ridge the following courses and distances: South 45° West 4.15 chains to a white oak, then South 30° West 19.50 chains to a spanish oak, then North 26° West 4.75 chains to a black oak, then North 55° West 4.50 chains to a black oak, then North 19° East 4.75 chains to a white oak in a Rock Pile, then North 32° West 9.50 chains to a hickory, then North 11° East 6.50 chains to a black oak, then North 7° East 5.50 chains to a white oak, then North 58° West 2 chains to a spanish oak in Ephriam Cassell line, then South 45° West 22 chains to the beginning, containing two hundred and twenty four (224) acres.

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