

(6) It is further mutually understood and agreed that the said Railway Company shall not be liable for any goods, articles or property of any description that may be shipped by said party of the second part over the said spur track until and unless the car or cars containing such goods, articles or other property are taken from the said spur track and placed into the yard of the said Railway Company for transportation; nor shall the Railway Company be liable or responsible for any goods, articles or other property of any description whatsoever delivered by it on said spur track track, after the car or cars containing the same is or are placed on said side or spur track. (7) This contract is to remain in force for five years from the completion of said spur track, provided that there is no violation of its agreements in the meantime by either party; and at the end of the said period of five years, upon the same terms and conditions, this contract will be renewed for another period of five years, as herein set forth, if satisfactory to both parties; provided, that the aforesaid plant of the Huguenot Mills is in operation at that time; and so on for from five years to five years. Should the party of the second part fail to comply with any of the terms of this contract, the party of the first part shall have the right to remove said spur track at any time, upon thirty days notice; and the party of the second part shall have the right to ^{remove} ~~remove~~ on thirty days notice if the party of the first part fails to perform its part.

(8) It is distinctly understood and agreed between the parties hereto that the title in and to all the rails, ties, spikes, and all other material of every kind and description, used in the construction and equipment of the spur track aforesaid, is, and shall remain, in the party of the first part; and that the party of the first its agents, servants or employees, shall have the right ^{to} ~~to~~ enter upon the premises of the said party of the second part for the purposes of taking up and removing said spur track, whenever, under the terms of this agreement, it has the legal right to remove it.

In witness whereof the said parties hereunto have interchangeably signed, sealed and delivered this agreement this, the day and year first above written.

Attest: CHARLESTON & WESTERN CAROLINA RAILWAY COMPANY
By John B. Cleveland

Signed sealed and delivered in the presence of: President

Jesse Cleveland

T.E. Screve
As to Railway Company.

Attest;
J.B. Burgard

Secretary

HUGUENOT MILLS

By R.L. Graham

President

Signed, sealed, and delivered in the presence of:

W.C. Earnhardt

J.B. Burgard

As to Huguenot Mills.

State of South Carolina,
Spartanburg County.)

Personally appeared before me Jesse Cleveland who being duly sworn says that he saw the within named Charleston Western Carolina Railway Company by its president

Jno B. Cleveland, sign, seal and as his act and deed deliver the within written

agreement and that he with T.E. Screve, witnessed the execution thereof.
sworn to before me this 6th day of April 1905.

(SEAL) Thos E Screven Notary Public

State of South Carolina,

Greenville County.) Personally appeared before me W.C. Earnhardt who being duly sworn says that he saw the within named Huguenot Mills by its President R.L. Graham

sign, seal, and as his act and deed deliver the within written agreement, and that he with J.B. Burgard witnessed the execution thereof.

Sworn to before me this 1st day of April 1905

W.C. Earnhardt

J.B. Burgard

NOT Pub. S.C

Recorded April 13th 1905

State of South Carolina,

7370.

John Crittenden

Greenville District.)

To

Henry M Earle

Know all men by these presents that I John Crittenden, of Greenville District & State aforesaid, in consideration of the sum of fifteen Dollars per acre to me in hand paid by Henry M. Earle, having granted, bargained, sold and released, and by these presents do grant, bargain sell and release, unto the said Henry M. Earle, all that tract or parcel of land on the Rutherford road, ^{on east side of Rutherford} which crosses the road on this side of Mr Croft's new house and on the north side of the road, beginning on a stake on the road near the top of the hill in the line between Dr Crittenden & Edward Croft, running N. 32° W 20 poles to stake near a dead Oak stump & Oak sapling 111. northence S, 47° W 26 poles to a stake on the road near a white Oak, 111 0 & 111 n thence with road N 87° E 30 poles as the annexed plat represents to the beginning containing one acre, 2 rods & 21 poles. Together with all and singular the rights, Members, Hereditaments, and appertinances, to said premises blonging, or in anywise appertaining; To have and to hold all and singular the premises before mentioned, unto the said Henry M. Earle, his heirs and assigns forever. and I do hereby bind myself, Heirs, Executors, and Administrators to warrant and forever defend all and singular the said premises unto the said Henry M. Earle, his heirs and assigns, against my heirs and assigns, and every other person whomsoever lawfully claiming the same or any part thereof: Witness my hand and seal this the 17th day of August in the year of our Lord One thousand eight hundred and fifty. and seventy fifth year of the Independence of the United States Signed sealed and delivered in the presence of;

Attest:

John Crittenden (SEAL)

Jno Watson.

T.G. McClanham

Recorded April - 13th - 1905

South Carolina,

Henry M. Earle

Greenville District.)

TO

T.G. Croft

KNOW ALL MEN BY THESE PRESENTS THAT I, Henry M. Earle, of said District and State aforesaid in consideration of the sum of Thirty Dollars to me in hand paid by Dr Theodore Croft, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release, unto the said Dr Theodore Croft all that tract or parcel of land on the Rutherford road on the east side of branch, which crosses the road west of Dr Croft's mansion, and on the north side of said Rutherford road, beginning at a stake on the road near the top of the hill, in the line between Dr John Crittenden, and Dr Theodore Croft