STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON) RIGHT OF WAY AGREEMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that the Cheeha Combahee Plantation, Incorporated, a corporation of the State of New York, vendor and grantor, for and in consideration of the sum of One and 00/100 ($1.00) Dollar, to it in hand paid, receipt of which is hereby acknowledged, has bargained and sold, and does hereby grant, bargain, sell and convey unto the Southern Bell Telephone and Telegraph Company, a corporation, of the State of New York, its successors and assigns, the following described personal property and right-of-way, to wit:

(1) 23 telephone poles and .8 circuit miles of .104 copper wire on brackets and other associated plant; said line commencing at Grantee's pole no. 1500 on its Charleston-Savannah Toll Line and extending Easterly on lands owned by the Grantor, all in Colleton County, South Carolina (said line serving the toll station at Cheeha Combahee Plantation) as shown on plat (2 sheets) attached hereto and made a part hereof;

(2) Also, an easement for right-of-way purposes with the right to cut and trim trees fifty feet in width, being twenty-five feet on each side of the said line, and extending the length thereof as is particularly described and shown on plat annexed hereto and made a part and parcel hereof, provided, however, that ornamental trees and shrubs, including live oaks, shall not be cut or trimmed without specific authority in writing from the grantor or its Manager.

It is specifically understood and agreed that as a part of the consideration for this Right-of-Way Agreement and Bill of Sale, the grantee agrees to improve the telephone service to the vendor's and grantor's Plantation at Wiggins, Colleton County, South Carolina, and subject to the jurisdiction and requirements of the Public Service Commission of South Carolina shall continue to make such service available to vendor's and grantor's Plantation; provided, however, that, if for any reason, such telephone service should be discontinued by grantee, the property conveyed and the rights granted herein shall revert to the vendor and grantor but grantee may, within a reasonable time, remove any station equipment or associated plant installed on the premises by it.

Rec. 5/1/59 - A. B. Crosby, Clerk

DEEDS

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

RIGHT-OF-WAY AGREEMENT AND DEED OF GRANT

KNOW ALL MEN BY THESE PRESENTS, that the Cherokee Telephone Plantation, Incorporated, a corporation of the State of New York, vendor and grantor, for and in consideration of the sum of One and 00/100 ($1.00) Dollar, to it in hand paid, receipt of which is hereby acknowledged, has bargained and sold, and does hereby grant, bargain, sell and convey unto the South Carolina Telephone and Telegraph Company, a corporation, of the State of New York, its successors and assigns, the following described personal property and right-of-way, to wit:

(1) 22 telephone poles and 5 circuit miles of 104 copper wire on insulators and other appurtenant property, said line commencing at Cherokee Plantation, [illegible] on its Charleston-Lowcountry line and extending westerly [illegible] and [illegible] by the grantor, all in Colleton County, South Carolina (said line serving the [illegible] at Cherokee Farms to Plantation), [illegible] attached hereto [illegible] a part hereof;

(2) Also, an easement for right-of-way purposes with the right to cut and trim trees fifty feet in width, being twenty-five feet on each side of the said line, and extending the length thereof as is particularly described and shown on plat attached hereto and made a part hereof, provided, however, that [illegible] trees and shrubs, including [illegible], shall not be cut or trimmed [illegible] authority in writing from the grantor or its successors.

It is specifically understood and agreed that as a part of the consideration for this Right-of-Way Agreement and Bill of Sale, the grantee agrees to improve the telephone service to the vendor's and grantor's Plantation at Higgins, Colleton County, South Carolina, and subject to the jurisdiction and requirements of the Public Service Commission of South Carolina shall continue to make such service available to vendor's and grantor's Plantation; provided, however, that, if for any reason, such telephone service should be discontinued by grantee, the property conveyed and the rights granted herein shall revert to the vendor and grantor but grantee may, within a reasonable time, remove any station equipment or associated plant installed on the premises by it.

Rec. 5/[illegible]/59 - A. B. Crosby, Clerk

1A

The vendor warrants that it has good and valid title to the above described property against claims of all persons whomsoever.

IN WITNESS WHEREOF, the Cheeha Combahee Plantation, Incorporated, of the State of New York, has hereunto set its hand and caused its seal to be affixed by its duly authorized officer this 2nd day of December, 1958.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

H. Wayne Unger

Mary M. Smith

CHEEHA COMBAHEE PLANTATION, INCORPORATED

BY: Christian A. Herter (L.S.)
Its President

SIGNED AND ACCEPTED IN THE PRESENCE OF:

John C. Methusm, Jr.

Delores C. Hill

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY CGN III

BY: W. G. Edwards (L.S.)
Its Vice-President and General Managerr

DISTRICT OF COLUMBIA }
County of Colleton } ss

Personally appeared before me H. Wayne Unger and made oath that he saw the within named Cheeha Combahee Plantation, Incorporated, by Christian A. Herter, its President, sign, seal and, as its act and deed, deliver the within written Right of Way Agreement and Bill of Sale for the uses and purposes therein mentioned, and that he with Mary M. Smith witnessed the execution thereof.

SWORN to before me this 2nd day of December, 1958.

H. Wayne Unger

Mary M. Smith (SEAL)
Notary Public for ~~District of Columbia~~ South Carolina
My commission expires: at Pleasure of the Gov.
(Seal affixed)

DEEDS

5
1B

STATE OF South Carolina
COUNTY OF Richland)

PERSONALLY appeared before me John C. McPherson, Jr. and made oath that he saw the within named Southern Bell Telephone and Telegraph Company, by W. G. Edwards, its V.Pres & Gen Mgr. sign, seal and, as its act and deed, deliver the within written instrument for the uses and purposes therein mentioned, and that he with Dolores G. Hill witnessed the execution thereof.

SWORN to before me this 15th day of April, 1958. John C. Methusm, Jr.,

Marjorie C. Montgomery (SEAL)
Notary Public for: South Carolina
My Commission expires: at the pleasure of the Governor
(seal affixed)

2.

113

3

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

Contract of Sale

RECEIVED from William O. Strickland and Raymond L. Sumney

of Walterboro, South Carolina, the sum of One Hundred and No/100 ——— ——— ($ 100.00) Dollars, as a part payment on account of the purchase of the following described property, to-wit:

All that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in Hampton Drive Subdivision, near the Town of Walterboro, in the County of Colleton, State of South Carolina, known and designated as Lot No. 95 on a plat of Hampton Drive Subdivision made by S. S. Snook, Registered Surveyor, of date 6 March 1948. Said lot measures one hundred (100') feet on the Northern and Southern lines, and one hundred fifty (150') feet on the Eastern and Western lines, be the said measurements, more or less, and is bounded on the North by Lot No. 108 on said plat; on the East by Oak Street; on the South by Third Street; and on the West by Lot No. 94 on said plat.

This being the same lot of land conveyed by Burnice H. Hester to Ewell C. Parnell, Jr. by Deed dated February 15, 1958, recorded in Deed Book 122, page 2, Colleton County; and is the property conveyed by Ewell C. Parnell, Jr. to First Federal Savings and Loan Association of Beaufort by Deed dated the ___ day of ———, 1959, and recorded in the Office of the Clerk of Court for Colleton County, South Carolina.

For assignment see this Book Page 491

DEEDS

BOOK 126

3A

-Page Two-

Upon the payment unto First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, of the further sum of Four Thousand Four Hundred and No/100 ($ 4,400.00) Dollars, with interest from date at the rate of six (6%) percent per annum, until paid in full; subject to the recitals hereinafter set forth, the said First Federal Savings and Loan Association of Beaufort, Seller, covenants and agrees, and binds itself and its successors and assigns, to convey the above described real property unto the said William G. Strickland and Raymond L. Summey (his) (her) (their) heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple warranty, free from encumbrances. The said principal and interest shall be payable at the office of First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, in monthly installments of Thirty-five and No/100 ($ 35.00) Dollars each, commencing on the first day of July, 1959, and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) percent per annum. The said monthly payments shall be applied as follows, to-wit: First, to the payment of interest due on the said Contract of Sale, computed monthly. Second, to the payment by the Association of such taxes, assessments, or insurance as shall from time to time become due on the property pledged to secure this Contract of Sale during the terms thereof, with interest thereon at the rate of six percent (6%) per annum. Third, the balance of the said amount to the payment to that extent as a credit as of that date on the principal of this obligation. Said payments to continue until the principal and interest, taxes and insurance, with interest as herein provided, are paid in full.

The Grantee(s) agree(s) to pay for the documentary stamps to be affixed to the Deed in connection with this Agreement.

It is understood and agreed that the within William G. Strickland and Raymond L. Summey shall have the use of the above described premises from this date pending the performance of the terms of the within Contract by (him) (her) (them). Upon failure of the said William C. Strickland and Raymond L. Summey to comply with the terms hereof and the recitals herein contained, the First Federal Savings and Loan Association of Beaufort, its successors and assigns, is to have the right to retain the amount, or amounts, paid under the terms of this Contract, and to enforce the performance of this Contract according to Law.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President, and attested by Carl R. Hookstra, its Secretary-Treasurer, and its Corporate Seal to be hereto affixed, this 11th day of May, 1959, and witness the Hand and Seal of the within William G. Strickland and Raymond L. Summey this 11th day of May, 1959.

Signed, Sealed and Delivered in Presence of:

Grace C. Rogers

Myrtle G. Epps

Geo. A. Mills, Jr

James Shandon

Eddie L. Bennett

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas,
CALHOUN THOMAS, *President.*

ATTEST:

Carl R Hookstra
CARL R. HOOKSTRA, *Secretary-Treasurer.*

William G. Strickland (SEAL)
William G. Strickland *Purchaser.*

Raymond L. Summey (SEAL)
Raymond L. Summey *Purchaser.*

3B

STATE OF SOUTH CAROLINA,
COUNTY OF BEAUFORT

PERSONALLY appeared before me Grace C. Rogers who, on oath, says that he saw the within-named First Federal Savings and Loan Association of Beaufort, by Calhoun Thomas, its President, sign the within Sales Contract, and Carl R. Hookstra, its Secretary-Treasurer, attest the same, and the said Corporation, by said officers, seal said Contract, and, as its act and deed, deliver the same, and that he with Myrtle G. Epps witnessed the execution thereof.

Grace C. Rogers

SWORN to before me, this 11th day of May, 19 59

Myrtle G. Epps (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

PERSONALLY appeared before me James W. Skelton and made oath that he saw the within-named William G. Strickland sign, seal, and, as his act and deed, deliver the within-written Sales Contract; and that he with George A. Mills, Jr witnessed the execution thereof.

James W. Skelton

SWORN to before me, this 12th day of May, 19 59

Norma S. Miley (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

I, James W. Skelton, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Dean T. Strickland the wife of the within-named William G. Strickland, 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 First Federal Savings and Loan Association of Beaufort, 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 12th day of May, A. D. 19 59

Dean T. Strickland (SEAL)

James W. Skelton (SEAL)
Notary Public for South Carolina.

DEEDS

STATE OF SOUTH CAROLINA,

COUNTY OF

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

CONTRACT OF SALE

I hereby certify that the within Contract has been

this _____ day of _____, A. D.

19____, recorded in my office in Book _____

of _____, Page _____

Clerk of the Court of Common Pleas and General

Sessions for _____ County.

3C

-Page Three-

STATE OF SOUTH CAROLINA,
COUNTY OF

PERSONALLY appeared before me _____
who, on oath, says that he saw the within-named First Federal Savings and Loan Association of Beaufort, by Calhoun Thomas, its President, sign the within Sales Contract, and Carl R. Hookstra, its Secretary-Treasurer, attest the same, and the said Corporation, by said officers, seal said Contract, and, as its act and deed, deliver the same, and that he with _____ witnessed the execution thereof.

_____

SWORN to before me, this _____
day of _____, 19____

_____(SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

PERSONALLY appeared before me James W. Skardon
and made oath that he saw the within-named Raymond L. Summey
sign, seal, and, as his act and deed, deliver the within-written Sales Contract; and that he with
Eddie L. Bennett witnessed the execution thereof.

James W. Skardon

SWORN to before me, this 12th
day of May, 19 59

Thomas S. Mely (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

I, James W. Skardon, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Mystie T. Summey
the wife of the within-named Raymond L. Summey, 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 First Federal Savings and Loan Association of Beaufort, 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 12th
day of May, A. D. 19 59

Mystie T. Summey (SEAL)

James W. Skardon (SEAL)
Notary Public for South Carolina.

DEEDS

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STATE OF SOUTH CAROLINA,

COUNTY OF

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

CONTRACT OF SALE

I hereby certify that the within Contract has been

this _____ day of _____, A. D.

19____, recorded in my office in Book _____

of _____, Page _____

Clerk of the Court of Common Pleas and General

Sessions for _____ County.

BOOK 126

5

FLORIDA
State of ~~South Carolina~~
County of Brevard

KNOW ALL MEN BY THESE PRESENTS that I (~~We~~) as of this 5th day of January 1959
J. C. Hiott, Jr.,

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Estate of J. C. Hiott

Easterly by lands of U. S. Highway #15

Southerly by lands of Mrs. T. W. Langdale

Westerly by lands of Taylor Craven and S. N. Hawes

Right of way enters lands of grantor from the northern boundary of the above described tract of land from the lands of J. C. Hiott estate; thence runs generally in a southerly direction to the southern boundary, where this tract of land adjoins the lands of Mrs. T. W. Langdale

S.C. Stamps $1.00
Fed " .55

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of One hundred and forty and 40/100 Dollars ($ 140.40) within one (1) year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

J. C. Hytt, Jr., (SEAL)

WITNESS:

Laura E. Woodward (SEAL)

Theodore D. Woodward (SEAL)

Rec. 5/13/59 - 9 AM - A. B. Crosby, Clerk (SEAL)

(SEAL)

(SEAL)

Form SW-1-SC-1-46

DEEDS

6

FLORIDA

State of ~~South Carolina~~,
County of BREVARD } ss

Personally appeared before me Laura E. Woodward and made oath that he saw the within named J. C. Hiott, Jr.,

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Theodore B. Woodward in the presence of each other, witnessed the due execution thereof.

Laura E. Woodward

Sworn to before me this 5th day of January 19 59

Thomas F. Mattox (seal affixed)
Notary Public for ~~S.~~ C. Fla. Com. expires 6/3/60

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof a. subscribed names as witnesses thereto.

Sworn to and subscribed before me, this }
day of A. D., 19 }

(L. S.)

State of ~~South Carolina~~, Florida
County of Brevard } ss

RENUNCIATION OF DOWER

I, Laura E. Woodward, do hereby certify unto all whom it may concern that Mrs. J. C. Hiott, Jr., the wife of the within named J. C. Hiott, Jr., 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 South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Mrs. J. C. Hiott, Jr.,

Given under my hand and seal this 5th day of January 19 59

Laura E. Woodward (seal affixed)
Notary Public for S. C. Fla.

mk my com. expires 10/20/62

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the A. D. 19 day of o'clock in the noon at and recorded in Book of Deeds for said County on page

7

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE St. George - Ritter 115 KV

ACCT. NO. 4456 - 150

CHECK NO. ✓ B-390

May 5, 19 59

The undersigned hereby acknowledge receipt of timely payment of

One hundred forty and 40/100 -------- Dollars ($ 140.40),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated January 5, 1959, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

J. D. Shillito — Mrs. J. C. Hiott (SEAL)

Mayrant Simons — (For J. C. Hiottt, Jr) (SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton }

Personally appeared before me Mayrant Simons and made oath that he saw the within named Mrs. J. C. Hiott sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Mayrant Simons

Sworn to before me this 5th day of May, 19 59

J. D. Shillito (Seal affixed)

Notary Public for S. C.

STATE OF SOUTH CAROLINA, }

_____ County. }

Personally appeared before me _____ and made oath that _____ saw the within named _____ by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19____

_____ (L. S.)

Notary Public for _____

Form RW-3-SC-12-58

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of.....A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on page.....

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BOOK 126

9

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that ~~I (We)~~ as of December 18, 1958
Mrs. T. W. Langdale

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

One hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of J. C. Hiott est., J. C. Hiott, Jr.,

Easterly by lands of U. S. Hwy #15

Southerly by lands of Arthur Bauer

Westerly by lands of Others

Right of way enters lands of grantor from the northern boundary of the above described tract of land from the lands of J. E. Heath and J. C. Hiott, Jr., thence runs generally in a southerly direction to the southerly boundary where this tract adjoins the tract of land of Arthur Bauer.

SC Stamp $1.00
Fed. " .55

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of

One hundred fifty and no/100 ---- Dollars ($ 150.00) within one (1) year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

Mrs. T. W. Langdale (SEAL)

WITNESS:
Robert C. Langdale
~~Grant Simond~~

(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Rec. 5/13/59 - 9 AM A. B. Crosby, Clerk

Form RW-1-SC—1-58

DEEDS

10

State of South Carolina,
County of Charleston } ss

Personally appeared before me Mayrant Simons and made oath that he saw the within named Mrs. T. W. Langdale

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Robert C. Langdale in the presence of each other, witnessed the due execution thereof.

Mayrant Simons

Sworn to before me this 18th day of December, 19 58

W. Gresham Meggett (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
County of } ss

RENUNCIATION OF DOWER

I, , do hereby certify unto all whom it may concern that Mrs. , the wife of the within named , 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 South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also 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 day of , 19

Notary Public for S. C.

RIGHT OF WAY GRANT

Line:
County:

TO

South Carolina Electric & Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 , at o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 126

//

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE St. George-Ritter 115 KV

ACCT. NO. 4456-150

CHECK NO. B-388 May 5, 19 59

The undersigned hereby acknowledge receipt of timely payment of

One hundred fifty and no/100 ----- Dollars ($ 150.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated December 18, 19 58, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Mayrant Simons — Mrs. T. W. Langdale (SEAL)

J. D. Shillito — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me Mayrant Simond and made oath that he saw the within named Mrs. T. W. Langdale sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Mayrant Simons

Sworn to before me this 5th day of May, 19 59

J. D. Shillito (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public for

Form RW-3-SC-12-53

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of ....., South Carolina, on the..... day of.....A. D. 19....., at.....o'clock in the..... and recorded in Book.....of Deeds for said County on page.....

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DEEDS

BOOK 126

13

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (we) on this 27th day of April, 1959

I, O. C. Cone

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

One hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of L. J. McMillan and County Road

Easterly by lands of L. J. McMillan

Southerly by lands of Effie H. Allen

Westerly by lands of Highway #64

Right of way enters lands of Grantor on the north from lands of L.J.McMillan; thence runs generally in a southerly direction across lands described above to the soutern boundary of said lands.

SC Stamps $2.00
Fed " 1.10

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Seven hundred fifty and no/100 Dollars ($ 750.00) within ~~six (6) mos~~ from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

O. C. Cone (SEAL)

WITNESS:
Arbie E. cone
L. M. Fishburne

(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Rec. 5/13/59 - 9 AM - A. B. Crosby, Clerk of Court.

Form SW-1-SC-1-58

14

State of South Carolina,

County of Colleton

Personally appeared before me I. M. Fishburne and made oath that he saw the within named

O. C. Cone

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Arbie E. Cone in the presence of each other, witnessed the due execution thereof.

I. M. Fishburne

Sworn to before me this 27th day of April, 19 59

Bettie L. Hascall (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of, 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof as subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,

County of Colleton

RENUNCIATION OF DOWER

I, I. M. Fishburne, a Notary Public forS. C., do hereby certify unto all whom it may concern that Mrs. Arbie E. Cone, the wife of the within named O. C. Cone, 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 South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Arbie E. Cone

Given under my hand and seal this 27th day of April, 19 59

I. M. Fishburne (seal affixed)
Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

15

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE St. George - Ritter 115 KV

ACCT. NO. W. O. 4456-150

CHECK NO. C-324 April 28, 59

The undersigned hereby acknowledge receipt of timely payment of

Seven hundred fifty and no/100 ----- Dollars ($ 750.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated April 27th, 19 59, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Arbie E. Cone — O. C Cone (SEAL)

J. D. Shillito — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me J. H. Shillito

and made oath that he saw the within named O. C. Cone sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Arbie E. Cone in the presence of each other, witnessed the due execution thereof.

J. D. Shillito

Sworn to before me this 28th day of April, 19 59

W. Gresham Meggett (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County. }

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public for

Form RW-3-SC-12-52

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

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.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of.....A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on page.....

DEEDS

BOOK 126

17

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) On this 27th of April 1959
I, Briley M. Polk

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of S. C. Hwy #64 (Walterboro-Jacksonboro Hwy)

Easterly by lands of Townsend

Southerly by lands of Townsend and Mitchell

Westerly by lands of Fishburne and others

Rights herein granted all to relocate the southern portion of the 100 foot right of way acquired by grant dated March 18, 1959 and recorded in the Clelrk of Court's office for Colleton County in book 110 at page 238 to a location across a field at west end of dam. SC Stamps $1.00
Fed " .55

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Three hundred Dollars ($ 300.00) within One year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

Briley M. Polk (SEAL)

WITNESS:
J. D. Shillito
W. G. Meggett

(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Recorded 5/13/59 - 9 AM - A. B. Crosby, Clerk

Form RW-1-SC—1-55

DEEDS

18

State of South Carolina,

County of Colleton

Personally appeared before me J. D. Shillito and made oath that he saw the within named Briley M. Polk

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with W G. Meggett in the presence of each other, witnessed the due execution thereof.

J. D. Shillito

Sworn to before me this 27th day of April, 19 59

W. Gresham Meggett (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of, 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof a subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

State of South Carolina,

County of

RENUNCIATION OF DOWER

Not married

I, , do hereby certify unto all whom it may concern that Mrs. , the wife of the within named , 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 South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also 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 day of, 19

Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 126

19

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE St. George - Ritter 115 KV

ACCT. NO. 4456-150

CHECK NO. B-391

May 6, 19 59

The undersigned hereby acknowledge receipt of timely payment of

Three hundred and no/100 ----- Dollars ($300.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated April 27, 19 59, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

J. D. Shillito — Briley M. Polk (SEAL)

J. E. Polk — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton }

Personally appeared before me J. E. Polk and made oath that he saw the within named Briley M. Polk sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

J. E. Polk

Sworn to before me this 6th day of May, 19 59

J. D. Shillito (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this

day of A. D., 19

(L. S.)

Notary Public for

Form RW-3-SC-12-52

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of.....A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on page.....

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DEEDS

BOOK 126

27

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that ~~XXWe~~ On this 26 day of March 1959, We, Paul Sanders, Mrs. Mary W. Sanders and E. B. Sanders,

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

One hundred ( ) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Ruth B. Mitchell and others — Cooks Hill tract as shown on
Westerly by lands of Hooker and others — plat recorded in Clerk of Court
Southerly by lands of Beech Hill Plantation — Office for Colleton County in
Easterly by lands of Drawdy and others — Plat book 9, page 188.

Right of way enters lands of Grantors on the North from lands of Mrs. Ruth B. Mitchell and runs generally in a southerly direction across above described tract of land where it ties in with the existing Charleston-Yemassee 110KV line right of way near property line between grantors and lands of now or former Harry Washington. Any danger trees that will have to be cut outside of the 100' right of way will have to be negotiated for with the owners.

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Seven thousand and no/100 ------ Dollars ($ 7,000.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

Paul Sanders (SEAL)
Mary W. Sanders (SEAL)
E. B. Sanders (SEAL)
(SEAL)

WITNESS:
Mrs. Ward Hooker
H. C. Ritter

Rec. 5/13/59 - 9 am - A. ~~B. Crosby, Clerk~~ (SEAL)

S C Stamp $14.00 (SEAL)
Fed " 7.70 (SEAL)

Form RW-1-SC—1-66

DEEDS

22

State of South Carolina,
County of Colleton } ss

Personally appeared before me Mrs. Ward Hooker and made oath that he saw the within named Paul Sanders, Mary W. Sanders, E. B. Sander

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with H. C. Ritter in the presence of each other, witnessed the due execution thereof.

Mrs. Ward Hooker

Sworn to before me this 8hh day of April, 19 59
S. P. Sams (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of, 19
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.
Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
County of Colleton } ss

RENUNCIATION OF DOWER

I, S. P. Samss, do hereby certify unto all whom it may concern that Mrs. Laura M. Sanders, the wife of the within named E. B. Sanders 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 South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Laura M. S. Sanders

Given under my hand and seal this 8 day of April, 19 59
S. P. Sams (seal affixed)
Notary Public for S. C.

Line:
County:
RIGHT OF WAY GRANT
TO
South Carolina Electric & Gas Company
Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

23

State of South Carolina,

County of.....

KNOW ALL MEN BY THESE PRESENTS that I (We)_____

_____

_____

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

_____( ) feet, upon, over, under and across lands of Grantor(s) situated in the County of_____, State of South Carolina, bounded as follows:

Northerly by lands of_____

Easterly by lands of_____

Southerly by lands of_____

Westerly by lands of_____

_____

_____

_____

_____

_____

_____

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of _____Dollars ($_____) within_____from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

_____(SEAL)

WITNESS:

_____(SEAL)

_____

_____(SEAL)

_____

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

Form RW-1-SC—1-58

24

State of South Carolina,
County of .....

Personally appeared before me ..... and made oath that he saw the within named .....

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with ..... in the presence of each other, witnessed the due execution thereof.

Sworn to before me this ..... day of ....., 19....

.....
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
..... County.

Personally appeared before me ..... and made oath that he saw the within named .....

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with ..... in the presence of each other, witnessed the due execution thereof.

Sworn to before me this ..... day of ....., 19....

.....
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
..... County.

Personally appeared before me .....
and made oath that ..... saw the within named .....
by the hand of ..... sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that ..... with ..... witnessed the execution thereof and subscribed ..... names as witnesses thereto.

Sworn to and subscribed before me, this .....
day of ..... A. D., 19....

.....(L. S.)

State of South Carolina,
County of Colleton

RENUNCIATION OF DOWER

I, S. P. Sams, do hereby certify unto all whom it may concern that Mrs. Mary W. Sanders, the wife of the within named Paul Sanders, 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 South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Mary W. Sanders

Given under my hand and seal this 8 day of April, 19 59

S. P. Sams (Seal affixed)

Notary Public for S. C.

Line: .....
County: .....

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: ..... 19....

Received in the Clerk's Office of the County of ..... South Carolina, on the ..... day of ..... A. D. 19.... at ..... o'clock in the ..... noon and recorded in Book ..... of Deeds for said County on page .....

25

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE St. George - Ritter 115KV

ACCT. NO. W. O. 4456 - 150

CHECK NO. C-323

April 27, 1959

The undersigned hereby acknowledge receipt of timely payment of

Seven thousand and no/100 ----- Dollars ($ 7,000.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated March 26, 1959, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Nora L. Carter
E. B. Sanders, Jr.,
Richard B. Drake

Paul Sanders (SEAL)
Mary W. Sanders (SEAL)
E. B. Sanders (SEAL)
(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me Richard B. Drake and made oath that he saw the within named Paul Sanders, Mary W. Sanders and E. B. Sanders sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Nora L. Carter & E. B. Sanders, Jr., in the presence of each other, witnessed the due execution thereof.

Richard B. Drake

Sworn to before me this 27th day of April, 1959.

W. Gresham Meggett (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public for

Form RW-3-SC-12-53

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of ....., South Carolina, on the..... day of..... A. D. 19....., at.....o'clock in the..... and recorded in Book.....of Deeds for said County on page.....

26

DEEDS

27

MORTGAGE RELEASE

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

FOR and in consideration of the sum of One dollar ($1.00) to me in hand paid, receipt whereof is hereby acknowledged, I do hereby release and relinquish the lien of that certain mortgage dated July 10, 1958, executed by E. B. Sanders, Mary W. Sanders and Paul Sanders, and recorded in Mortgage book No. 102, page No.223, in the office of the Clerk of Court, Colleton County, South Carolina, insofar only as it applies to the right of way for transmission line executed by E. B. Sanders, Mary W. Sanders and Paul Sanders to South Carolina Electric and Gas Company on the 26 day of March 1959, over lands in Colleton County, South Carolina.

IN WITNESS WHEREOF I have hereunto set my hand and seal on this the 27th day of March 1959.

THE CITIZENS & SOUTHERN NATIONAL BANK OF S. C.

Signed, sealed and delivered in the presence of:
Mary Alice Zorn
Charlotte Spillers

C. H. Welch (LS) Seal affixed
Asst. Vice Pres.
Joe W. White, Jr., (~~xxxxxxfixed~~)
Mgr., Real Estate Loan Dept.

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

PERSONALLY appeared before me Mary Alice Zorn and made oath that she saw the within named THE CITIZENS & SOUTHERN NATIONAL BANK OF S. C. by C.H. Welch, Asst. Vice-Pres., and by Joe W. White, Jr., Mgr., Real Estate Loan Dept., sign, seal and as its act and deed, deliver the within instrument of writing; and that she with Charlotte Spillers witnessed the execution thereof.

Sworn to before me this 27th day of Marhh 1959.
Joanne R. Newberby (seal) Seal affixed
Np for S. C., Com expires at the pleasure of the Gov.

Mary Alice Zorn

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

FOR and in consideration of the sum of One dollar ($1.00) to me in hand paid, receipt whereof is hereby acknowledged, I do hereby release and relinquish the lien of that certain mortgage dated Oct. 17, 1958, executed by E. B. Sanders, Mary W. Sanders and Paul Sanders, and recorded in mortgage book no. 103, page 39, in the office of the Clerk of Court, Colleton County, South Carolina, insofar only as it applies to the right of way for transmission line executed by E. B. Sanders, Mary W. Sanders & Paul Sanders to South Carolina Electric & Gas Company on the 26th day of March, 1959, over lands in Colleton County, South Carolina

IN WITNESS WHEREOF I have hereunto set my hand and seal on this the 27th day of March 1959,

THE CITIZENS & SOUTHERN NATIONAL BANK OF S.C.

Signed, sealed and delivered in the presence of:
Mary Alice Zorn
Charlotte Spillers

C. H. Welch (LS) Asst V-Pres (seal afxd
Joe W. White, Jr., (LS)
Mgr. Real Estate Loan Dept.

STATE OF SOUTH CAROLINA, COUNTY OF CHARLESTON

PERSONALLY appeared before me Mary Alice Zorn and made oath that she saw the within named The Citizens and Southern National Bank of S. C. by C. H. Welch, Asst. Vice-Pres. and Joe W. White, sign, seal and as its act and deed, deliver the within instrument of writing; and that she with Charlotte Spillers witnessed the execution thereof.

SWORN to before me this 27th day of March 1959
Joanne R. Newberry (seal)
NP for S. C., My com. expires at the pleasure of the Gov.
(seal affixed)

Mary Alice Zorn

MORTGAGE RELEASE

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

FOR and in consideration of the sum of One Dollar ($1.00) to me in hand paid, receipt whereof is hereby acknowledged, I do hereby release and forever discharge the lien of that certain mortgage dated July 10, 1959, executed by E. B. Sanders, Mary W. Sanders and Pearl Sanders, and recorded in Mortgage Book No. 105, Page No. 255, in the Office of the Clerk of Court, Colleton County, South Carolina, insofar only as it applies to the right of Mary Virginia Sanders Etheredge & Dana Company on the 5th day of March, 1959, over lands in Colleton County, South Carolina.

IN WITNESS WHEREOF I have hereunto set my hand and seal on this the 5th day of March 1959.

THE CITIZENS & SOUTHERN NATIONAL BANK OF S. C.

Signed, sealed and delivered
in the presence of:

C. H. Meyer (LS) Asst. Vice Pres.

Mary Alice Zorn

Joe W. Whitt, Jr. (LS)
Asst. Cash. Assoc. Cash. Dept.

Charlotte Spillers

STATE OF SOUTH CAROLINA, COUNTY OF CHARLESTON

PERSONALLY appeared before me Mary Alice Zorn and made oath that she saw the within named THE CITIZENS & SOUTHERN NATIONAL BANK OF S. C. by C. H. Meyer, Asst. Vice-Pres. and by Joe W. Whitt, Jr., Asst. Cash. Assoc. Cash. Dept. sign, seal and as its act and deed, deliver the within mortgage; and that she with Charlotte Spillers witnessed the execution thereof.

SWORN to before me this 5th
day of March 1959.

Mary Alice Zorn

Notary Public for S. C.
My Com. Exp. 7-7-69 (seal)

Joanne H. Hemphill (seal)

Signed, sealed and delivered
in the presence of:

C. H. Meyer (LS) Asst. V-Pres (seal affixed)

Mary Alice Zorn

Joe W. Whitt, Jr., (LS)
Asst. Cash. Assoc. Cash. Dept.

Charlotte Spillers

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

FOR and in consideration of the sum of One Dollar ($1.00) to me in hand paid, receipt whereof is hereby acknowledged, I do hereby release and forever discharge the lien of that certain mortgage dated July 10, 1959, executed by E. B. Sanders, Mary W. Sanders and Pearl Sanders, and recorded in Mortgage Book No. 105, Page 55, in the Office of the Clerk of Court, Colleton County, South Carolina, insofar only as it applies to the right of Mary Virginia Sanders Etheredge & Dana Company on the 5th day of March, 1959, over lands in Colleton County, South Carolina.

IN WITNESS WHEREOF I have hereunto set my hand and seal on this the 5th day of March 1959.

THE CITIZENS & SOUTHERN NATIONAL BANK OF S. C.

Signed, sealed and delivered
in the presence of:

C. H. Meyer (LS) Asst. V-Pres (seal affixed)

Mary Alice Zorn

Joe W. Whitt, Jr., (LS)
Asst. Cash. Assoc. Cash. Dept.

Charlotte Spillers

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

PERSONALLY appeared before me Mary Alice Zorn and made oath that she saw the within named THE CITIZENS & SOUTHERN NATIONAL BANK OF S. C. by C. H. Meyer, Asst. Vice-Pres. and by Joe W. Whitt, Jr., Asst. Cash. Assoc. Cash. Dept. sign, seal and as its act and deed, deliver the within mortgage; and that she with Charlotte Spillers witnessed the execution thereof.

SWORN to before me this 5th
day of March 1959.

Mary Alice Zorn

Notary Public for S. C.
My Com. Exp. 7-7-69 (seal)

Joanne H. Hemphill (seal)

(seal affixed)

DEEDS

6814-MS

259

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

FOR and in consideration of the sum of One dollar ($1.00) to me in hand paid, receipt whereof is hereby acknowledged, the undersigned does hereby release and relinquish the lien of that certain mortgage dated April 29, 1957, executed by E. B. SANDERS, MARY W. SANDERS AND PAUL SANDERS and recorded in Mortgage book no. 99, page No. 535, in the office of the Clerk of Court, Colleton Coujnty, South Carolina, insofar only as it applies to the;right of way for transmission line executed by E. B. Sanders, Mary W. Sanders and Paul Sanders to South Carolina Electric & Gas Company on the 26th day of March 1959, over lands in Colleton County, South Carolina.

IN WITNESS WHEREOF, THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK has caused its corporate seal to be hereto affixed, and this instrument to be executed in its name by one of its Second Vice Presidents, and attested by one of its Asstistant Secretaries, both of whom are duly authorized, this 24th day of April, 1959.

THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK
(seal affixed)

Signed and sealed
in the presence of:
Edward Holland, Jr.,
James F. Jordan

By: H. W. Anway, Second Vice Presient
Herbert A. West, Asst Sect.

STATE OF NEW YORK
COUNTY OF NEW YORK

PERSONALLY appeared before me, James F. Jordan, who, being duly sworn, says that he saw the corporate seal of THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK affixed to the foregoing instrument, and that H. W. Anway, Second Vice President, and Herbert A. West, Assistant Secretary, acknowledged execution of the same, and that he with Edward Holland, Jr., witnessed the execution and delivery thereof as the act and deed of the said THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK.

SWORN to before me this
24th day of April
Lloyd H. Reed NP, State of New York
Term expires March 30, 1961
NRxfmxxHmxxYx (seal affixed)

DEEDS

30

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

FOR and in consideration of the sum of One dollar ($1.00) to me in hand paid, receipt whereof is hereby acknowledged, the undersigned does hereby release and relinquish the lien of that certain mortgage dated April 29, 1957, executed by E. B. SANDERS, MARY W. SANDERS AND PAUL SANDERS and recorded in Mortgage book no. 99, page No. 535, in the office of the Clerk of Court, Colleton County, South Carolina, insofar only as it applies to the right of way for transmission line executed by E. B. Sanders, Mary W. Sanders and Paul Sanders to South Carolina Electric & Gas Company on the 26th day of March 1959, over lands in Colleton County, South Carolina.

IN WITNESS WHEREOF, THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK has caused its corporate seal to be hereto affixed, and this instrument to be executed in its name by one of its Second Vice Presidents, and attested by one of its Assistant Secretaries, both of whom are duly authorized, this 24th day of April, 1959.

THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK
(seal affixed)

Signed and sealed
in the presence of:
Edward Holland, Jr.,
James F. Jordan

By: H. W. Anway, Second Vice President
Herbert A. West, Asst Sect.

STATE OF NEW YORK
COUNTY OF NEW YORK

PERSONALLY appeared before me, James F. Jordan, who, being duly sworn, says that he saw the corporate seal of THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK affixed to the foregoing instrument, and that H. W. Anway, Second Vice President, and Herbert A. West, Assistant Secretary, acknowledged execution of the same, and that he with Edward Holland, Jr., witnessed the execution and delivery thereof as the act and deed of the said THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK.
SWORN to before me this
24th day of April
Lloyd H. Reed NP, State of New York
Term expires March 30, 1961
~~NRxxxxxxxxxx~~ (seal affixed)

30 30

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

FOR and in consideration of the sum of One dollar ($1.00) to me in hand paid, receipt whereof is hereby acknowledged, the undersigned does hereby release and relinquish the line of that certain mortgage dated April 29, 1957, executed by E. B. Sanders, Mary W. Sanders and Paul Sanders, and recorded in mortgage book no. 99, page 535, in the office of the Clerk of Court, Colleton County, South Carolina, insofar only as it applies to the right of way for transmission line executed by E. B. Sanders, Mary W. Sanders and Paul Sanders to South Carolina Electric and Gas Company on the 19th day of March 1960, over lands in Colleton County, South Carolina.

This release cancels and supersedes the release granted by the undersigned dated April 24, 1959.

IN WITNESS WHEREOF, THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK has caused its corporate seal to be hereto affixed, and this instrument to be executed in its name by one of its Second Vice Presidnets, and attested by one of its Assistant Secretaries, both of whom are duly authorized this 1st day of April 1960/

The Mutual Life INsurance Company of New York

Signed, and sealed in the presence of:
Edward Miller
James F. Jordan.

by: H. W. Anway, 2nd Vice Presidnet
Herbert A. West, Asst. Secretary

STATE OF NEW YORK, SS
COUNTY OF NEW YORK

PERSONALLY appeared before me James F. Jordan, who being duly sworn, says that he saw the corporate seal of The Mutual Life Insurance Company of New York affixed to the foregoing instrument, and that H. W. Anway, 2nd Vice Presidnet, and Herbert A. West, Assistant Secretary, acknwoedged execution of the same, and that he with Edward J. Holland, Jr., witnessed the execution and delivery thereof as the act and deed of the said The Mutual Life Insurance Company of New York.

SWORN to before me this 5
day of April 1960. James F. Jordan
Lloyd H. Reed., NP, State of New York
Term Expires March 30, 1961. (seal affixed)

Recorded 4/21/60 - 9 AM

BOOK 126

31

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that ~~I/WE~~ on this 1st day of May 1959

I, L. S. Mitchell

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Briley M. Polk and other

Easterly by lands of P. W. Townsend

Southerly by lands of Mitchell and others

Westerly by lands of Shaffer Est. and Bennett

Center line of right of way enters lands of grantor on the north from lands of Briley M. Polk thence runs generally in a southerly direction a along the western margin of above described tract to lands of Ruth B. Mitchell.

S C Stamp $2 00
Fed 1 1,10

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of One thousand and no/100 ---- Dollars ($ 1,000.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

L. S. Mitchell (SEAL)

WITNESS:
W. G. Meggett
J. D. Shillito

(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Recorded 5/13/59 - 9 AM - A. B. Crosby, Clerk (SEAL)
(SEAL)

Form RW-1-60—1-60

DEEDS

32

State of South Carolina,

County of Colleton

Personally appeared before me W. G. Meggett and made oath that he saw the within named L. S. Mitchell

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with J. D. Shilliton in the presence of each other, witnessed the due execution thereof.

W. G. Meggett

Sworn to before me this 1st day of May, 19 59

J. D. Shillito (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of, 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
Colleton
County.

Personally appeared before me J.

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

State of South Carolina,

County of Colleton

RENUNCIATION OF DOWER

I, J. D. SHIllito, Notary Public for S. C., do hereby certify unto all whom it may concern that Mrs. Ruth B. Mitchell, the wife of the within named L. S. Mitchell, 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 South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Ruth B. Mitchell

Given under my hand and seal this 1st day of May, 1959

J. D. Shillito (seal affixed)
Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 126

33

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE St. George - Ritter 115KV

ACCT. NO. 4456-150

CHECK NO. B-392 May 7, 1959

The undersigned hereby acknowledge receipt of timely payment of

One thousand and no/100 --------- Dollars ($1,000.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated May 1st, 1959, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

W. G. Meggett

J. D. Shillito

L. S. Mitchell (SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton }

Personally appeared before me W. G. Meggett and made oath that he saw the within named L. S. Mitchell sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

W. G. Meggett

Sworn to before me this 7th day of May, 1959

J. D. Shillito (seal affixed)

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this day of A. D., 19

(L. S.)

Notary Public for

Form RW-3-SC-12-52

(for Mortgage release - see back this page)

34

MORTGAGE RELEASE

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

FOR and in consideration of the sum of One dollar ($1.00) to me in hand paid, receipt whereof is hereby acknowledged, I do hereby release and relinqui the lien of that certain mortgage dated 12/15/58, executed by L. S. Mitchell a recorded in mortgage book 104, page 13, in the office of the Clerk of Court, Colleton County, South Carolina, insofar only as it applies to the right of way for transmission line executed by L. S. Mitchell to South Carolina Electric and Gas Company on the 1st day of May 1959, ever lands in Colleton County, South Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 7th day of May 1959.

Walterboro Pro. Cr. Assn. (seal affxd.)
B. B. Cave (LS) secty-treas (LS)

Signed, sealed and delivered
in the presence of:
Helen B. Rentz
Elizabeth C. Guess

STATE OF SOUTH CAROLINA
CO*UNTY OF COLLETON

PERSONALLY appeared before me Helen B. Rentz and made oath that she saw the within named B. B. Cave, Sec. Treas sign, seal and as his act and deed, deliver the within xx instrument of writing; and that she with Elizabent C. Guess witnessed the execution thereof.
Sworn to before me this 7th day of May 1959.

Helen B. Rentz

Elizabeth C. Guess (seal)
NP for S. C.

RECEIPT FOR RIGHT OF WAY PAYMENT

Line: .....
County: .....

TO
South Carolina Electric & Gas Company

Dated: ....., 19....

Received in the Clerk's Office of the County of ....., South Carolina, on the ..... day of ....., A. D. 19....., at ..... o'clock in the ..... and recorded in Book ..... of Deeds for said County on page .....



BOOK 126

35

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) as of December 28, 1958 J. C. Hiott Estate - by: Mrs. J. C. Hiott and Nellie L. Hermsen

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of C. N. Langdale estate (agreed that check be made to Mrs. J. C. Hiott for benefit of all)

Easterly by lands of U. S. Hwy #15 and Inez Zeigler

Southerly by lands of J. C. HIott, Jr.,

Westerly by lands of Taylor Craven and S. N. Haws

~~Right of way enters lands of grantor from the northern boundary of the above described tract of land from the lands of the C. N. Langdale Estate, thence runs generally in a southerly direction to the southern boundary where this~~ tract rejoins the tract of land of J C. Hiott, Jr.,

SC Stamps $1.00
Fed " 55

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth as that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of One hundred sixty three and 44/100 Dollars ($ 163.44) within one (1) year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

J. C. Hiott Estate (SEAL)
by Mrs. J. C. Hiott (SEAL)
by: Nellie L. Hermsen (SEAL)

WITNESS:
JOhn W. Hermsen
Maynard Simons

(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Recorded 5/13/59 - 9 AM - A. B. Crosby, Clerk

Form SW-1-SO—1-58

36

State of South Carolina,
County of Colleton } ss

Personally appeared before me Mayrant Simons and made oath that he saw the within named Mrs. J. C. Hiott and Nellie F. Hermsen

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with John W. Hermsen in the presence of each other, witnessed the due execution thereof.

Mayrant Simons

Sworn to before me this 28th day of December, 19 58

J. D. Shillito (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
County of } ss

RENUNCIATION OF DOWER

I, , do hereby certify unto all whom it may concern that Mrs. , the wife of the within named , 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 South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also 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 day of , 19

Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

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RECEIPT FOR RIGHT OF WAY PAYMENT

LINE St. George - Ri tter 115KV

ACCT. NO. 4456 - 150

CHECK NO. B-389 May 5, 19 59

The undersigned hereby acknowledge receipt of timely payment of

One hundred sixty three and 44/100 ----- Dollars ($ 163.44),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated December 28, 19 58, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

J. D. Shillito

Maynard Simons

Estate of J. C. Hiott

By: Mrs. J. C. Hiott (SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton } ss.

Personally appeared before me Mayrant Simmons and made oath that he saw the within named Mrs. J. C. Hiott sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with J. D. Shilliton in the presence of each other, witnessed the due execution thereof.

Maynard Simons

Sworn to before me this 5 day of May, 19 59

J. D. SHillito (seal affixed)

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County. }

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this

day of A. D., 19

(L. S.)

Notary Public for

Form RW-3-SC-12-53

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of ....., South Carolina, on the ..... day of ..... A. D. 19....., at ..... o'clock in the ..... and recorded in Book ..... of Deeds for said County on page .....

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DEEDS

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State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) James O. Langdale on this 19th day of May 1959

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of K. M. Langdale

Easterly by lands of C. D. Eastman and U. S. Hwy. 15A

Southerly by lands of C. N. Langdale Estate

Westerly by lands of S. M. Haws

Right of way enters lands of grantor from the northern boundary of the above described tract from the lands of K. M. Langdale, thence runs generally in a Southerly direction across lands of grantor to the C.N. Langdale Estate lands

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Four hundred and no/100 ----- Dollars ($ 400.00) within One year (1) from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

James O. Langdale (SEAL)

WITNESS:

J. D. Shillito (SEAL)

Gerald C. Smoak (SEAL)

(SEAL)

Rec. 6/2/59 - 9 AM - A. B. Crosby, Clerk (SEAL)

(SEAL)

(SEAL)

Form RW-1-SC—1-58

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State of South Carolina,
County of Colleton

Personally appeared before me Gerald C. Smoak and made oath that he saw the within named James O. Langdale

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Gerald C. Smoak

Sworn to before me this 19th day of May, 19 59

J. D. Shillito (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of, 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

State of South Carolina,
County of Colleton

RENUNCIATION OF DOWER

I, J. D. Shillito, Notary Public for S. C., do hereby certify unto all whom it may concern that Mrs. Eunia P. Langdale, the wife of the within named James O. Langdale, 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 South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Eunia P. Langdale

Given under my hand and seal this 19th day of May, 19 59

J. D. Shillito (seal affixed)
Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

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RECEIPT FOR RIGHT OF WAY PAYMENT

LINE St.George-Ritter 115KV

ACCT. NO. 4456-150

CHECK NO. B-393 May 19, 1959

The undersigned hereby acknowledge receipt of timely payment of

Four hundred and no/100 ------- Dollars ($ 400.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated May 19, 1959, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

E. C. Hageman
J. D. Shillito

James O. Langdale (SEAL)
(SEAL)
(SEAL)
(SEAL)

State of South Carolina,
County of Colleton }

Personally appeared before me E. C. Hageman and made oath that he saw the within named James O. Langdale sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

E. C. Hageman

Sworn to before me this 19th day of May, 1959

J. D. Shillito (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19 }

(L. S.)

Notary Public for

Form RW-3-SC-12-52

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DEEDS

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,
South Carolina, on the.....
day of.....A. D. 19.....,
at.....o'clock in the.....
and recorded in Book.....of Deeds
for said County on page.....

BOOK 126

1 -343

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) ~~on this 22 day of May 1959~~ Kenneth M. Langdale

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Richard Crosby

Easterly by lands of U. S. Highway No. 15A

Southerly by lands of C. N. Langdale Estate

Westerly by lands of S. N. Haws

Center line of right of way enters lands of grantor from the lands of Crosby, thence runs generally in a southerly direction across lands of grantor to the C. N. Langdale estate.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Five hundred fifty and no/100 --- Dollars ($550.00) within One (1) year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

Kenneth M. Langdale (SEAL)

WITNESS:

George M. Cuin (SEAL)

Calvin C. Tennis (SEAL)

Rec. 6/2/59 - 9 AM - A. B. Crosby, Clerk (SEAL)

(SEAL)

(SEAL)

Form SW-1-SC-1-58

44

State of ~~South Carolina~~ Virginia,
City of Hampton
~~County~~ } ss

Personally appeared before me George M. Quin and made oath that he saw the within named Kenneth M. Langdale

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Calvin C. Tennis in the presence of each other, witnessed the due execution thereof.

George M. Quin

Sworn to before me this 22nd day of May, 1959.

Julia L. Lybrook
Notary Public for ~~S. C.~~ Va.

My com. expires July 10th, 1960.

STATE OF SOUTH CAROLINA,
_____ County. } ss

Personally appeared before me _____ and made oath that he saw the within named _____

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with _____ in the presence of each other, witnessed the due execution thereof.

Sworn to before me this _____ day of _____, 19____

_____
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County.

Personally appeared before me _____

and made oath that _____ saw the within named _____

by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19____

_____ (L. S.)

State of ~~South Carolina~~ VA
City of Hampton
~~County~~ } ss

RENUNCIATION OF DOWER

I, JULIS L. LYBROOK, Notary Public for Virginia, do hereby certify unto all whom it may concern that Mrs. Mary C. Langdale, the wife of the within named Kenneth M. Langdale, 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 South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Mary C. Langdale

Given under my hand and seal this 22nd day of May, 19 59.

Julia L. Lybrook
Notary Public for S. C.

Line: _____
County: _____

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: _____, 19____

Received in the Clerk's Office of the County of _____ South Carolina, on the _____ day of _____ A. D. 19____ at _____ o'clock in the _____ noon and recorded in Book _____ of Deeds for said County on page _____

BOOK 126

45

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE St. George - Ritter 115 KV Line

ACCT. NO. W. O. 4456-150

CHECK NO. B-395 22 May, 19 59

The undersigned hereby acknowledge receipt of timely payment of Five hundred fifty and no/100 -------- Dollars ($550.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated May 22, 19 59 to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

George M. Quin — Kenneth M. Langdale (SEAL)

Calvin C. Tennis — (SEAL)

(SEAL)

(SEAL)

State of ~~South Carolina~~ Virginia
~~County of~~ City of Hampton

Personally appeared before me George M. Quin and made oath that he saw the within named Kenneth M. Langdale sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Calvin C. Tennis in the presence of each other, witnessed the due execution thereof.

George M. Quin

Sworn to before me this 22nd day of May, 1959

Julia L. Lybrook
Notary Public for ~~S.C.~~ Va.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me and made oath that saw the within named by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this day of A. D., 19

(L. S.)

Notary Public for

Form RW-3-SC-12-52

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of.....A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on page.....

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DEEDS

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State of South Carolina, }
County of Colleton }

KNOW ALL MEN BY THESE PRESENTS that ~~I~~ on this 19th day of May 1959

I, W. N. Jones

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of H. B. Langdale Estate

Easterly by lands of H. B. Langdale Estate, Dora Jones and C. M. Langdale

Southerly by lands of C. N. Langdale

Westerly by lands of Ben Scott

Right of way enters lands of grantor from the edge of the existing right of way of S. C. Elec. & Gas Co. at a point approximately 100 feet south of County road thence runs generall in a southeaterly direction acorss above described tract of land to the southern boundary.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Two hundred and no/100 ---------- Dollars ($200.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

W. N. Jones (SEAL)

WITNESS:

Dora L. Jones

J. D. Shillito

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Rec. 6/2/59 - 9 AM - A. B. Crosby, Clerk (SEAL)

(SEAL)

Form RW-180—1-60

DEEDS

48

State of South Carolina,
County of Colleton } ss

Personally appeared before me Dora L. Jones and made oath that he saw the within named W. N. Jones

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Dora L. Jones

Sworn to before me this 19th day of May, 19 59

J. D. Shillito (Seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19 }

(L. S.)

State of South Carolina,
County of Colleton } ss

RENUNCIATION OF DOWER

I, J. D. Shillito, Notary Public for S. C. ; do hereby certify unto all whom it may concern that Mrs. Dora L. Jones the wife of the within named W. N. Jones, 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 South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Dora L. Jones

Given under my hand and seal this 19th day of May, 19 59.

J. D. Shillito
Notary Public for S. C.

RIGHT OF WAY GRANT

Line:
County:

TO

South Carolina Electric & Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

49

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE St. George, Ritter 11SKV

ACCT. NO. 4456-150

CHECK NO. B-394 May 19 19 59

The undersigned hereby acknowledge receipt of timely payment of

Two hundred and no/100 ------ Dollars ($ 200.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated May 19, 1959, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Dora L. Jones
J. D. Shillito

W. N. Jones (SEAL)
(SEAL)
(SEAL)
(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me Dora L. Jones and made oath that he saw the within named W. N. Jones sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Dora L. Jones

Sworn to before me this 19th day of May 19 59

J. D. Shillito (Seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public for

Form RW-3-SC-12-52

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the .....

day of .....A. D. 19.....,

at .....o'clock in the .....

and recorded in Book .....of Deeds

for said County on page.....

DEEDS

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

CONTRACT OF SALE

RECEIVED from Herbert L. Williams of Walterboro, South Carolina, the sum of Two hundred and no/100 ------($200.00) dollars, as a part payment on account of the purchase of the following described property, to-wit:

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in the Town of Walterboro, County of Colleton, State of South Carolina, shown and designated as Lot No. twenty-one (21) on a plat of High Point Subdivision, prepared by S. S. Snook, Surveyor, of date April 23, 1955, measuring fifty (50') feet on the Northern and Southern boundaries and one hundred twenty-five (125') feet on the Eastern and Western boundaries; and bounded on the North by Lot No. 13 of said subdivision; on the East by Lot No. 22 of said subdivision; On the South by High Street; and on the West by Lot No. 20 of said subdivision. This being the same tract of land conveyed to Silas Harrison by Deed of Harold M. Robertson, et al, dated January 1, 1957.

This is the property conveyed by Silas Harrison to the First Federal Savings and Loan Association of Beaufort by Deed of record in the Office of the Clerk of Court for Colleton County, South Carolina..

Upon the payment unto First Federal Savings and Loan Association of Beaufort, South Carolina, of the further sum of Two thousand Nine hundred and no/100 ($2,900.00) dollars, with interest from date at the rate of six (6%) percent per annum, until paid in full; subject to the recitals hereinafter set forth, the said First Federal Savings and Loan Association of Beaufort, Seller, covenants and agrees, and binds intself and its successors and assigns, to convey the above described real property unto the said Herbert L. Williams, his heirs, executors, administrators and assigns, in fee simple, by a proper deed with covenants of simple warranty, free from encumbrances. The said principal and interest shall be payable at the office of First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, in monthly installments of Twenty-five and no/100 ($25.00) dollars, each commencing on the First day of August 1959, and on the first day of each month thereafter unti; the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) percent per annum. The said monthly payments shall be applied as follows, to wit: First, to the payment of interest due on the said Contract of Sale, computed monthly, Second, to the payment by the Association of such taxes, assessments, or insurance as shall from time to time become due on the property pledged to secure this Contract of Sale during the terms thereof, with interest thereon at the rate of six percent (6%) per annu. Third, the balance of the said amount to the payment to that extent as a credit as of that date on the principal of this obligation. Said payments to continue until the principal and interest, taxes and insurance, with interest as herein provided, are paid in full.
The Grantee agrees to pay for the documentary stamps to be affixed to the Deed in connection with this Agreement.

It is understood and agreed that the within Herbert L. Williams shall have the use of the above described premises from this date pending the performance of the terms of the within Contract by him. Upon failure of the said Herbert L. Williams to comply with the terms hereof and the recitals herein contained, the First Federal Savings and Loan Association of Beaufort, its successors and assigns, is to have the right to retain the amount, or amounts, paid under the terms of this Contract, and to enforce the performance of this Contract according to Law.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President and attested by Carl R. Hookstra, its Secretary-Treasurer, and its Corporate Seal to be hereto affixed, this 1st day of June 1959, and witness the Hand and Seal of the within Herbert L. Williams, this 1st day of June 1959.
Signed, sealed and Delivered in Presence of:

Marjorie Brown
Myrtle G. Eppes

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)
By: Calhoun Thomas, President
Attest: Carl R. Hookstra, Sec. Treas.

L. G. Fishburne
Norma S. Miley

Herbert L. Williams, Purchaser (seal)

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

PERSONALLY appeared before me Marjorie T. Brown, who, on oath, says that she saw the within-named First Federal Savings and Loan Association of Beaufort, by Calhoun Thomas, its President, sign, the within Sales Contract, and Carl R. Hookstra, its Secretary-Treasurer, attest the same, and the said Corporation, by said officers, seal said Contract, and, as it s act and deed, deliver the same, and that she with Myrtle G. Epps, witnessed the execution thereof.

Marjorie T. Brown

SWORN to before me, this 1st
day of June 1959
Myrtle G. Eppes (seal) NP for S. C.

Con'td on back of this page

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

PERSONALLY appeared before me L. G. Fishburne and made oath that he saw the within-named Herbert L. Williams sign, seal, and as his act and deed, deliver the within-written Sales Contract, and that he with Norma S. Miley witnessed the execution thereof.

SWORN to before me, this 2nd day of June 1959.
Norma S. Miley (seal) NP for S. C.

L. G. Fishburne

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

I, Norma S. Miley, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Rebecca C. Williams, the wife of the within-named Herbert L. Williams, 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 First Federal Savings and Loan Association of Beaufort, 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 June A. D., 1959
Norma S. Miley (seal) NP for S. C.

Rebecca C. Williams (seal)

Recorded 6/2/59 - A. B. Crosby, Clerk of Court.

BOOK 126

53

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) on this 16 day of June 1959
R. R. Crosby, Also known as Richard R. Crosby,

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

One hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of W. N. Jones -

Easterly by lands of K. M. Langdale

Southerly by lands of K. M. Langdale

Westerly by lands of S. M. Haws

Right of way enters lands of grantor from the northern boundary of the above described tract from the lands of W. N. Jones, thence runs generally in a southerly direction to the southern boundary where this tract adjoins the tract of land of K. M. Langdale.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tleovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Five Hundred eighty four and 30/100 Dollars ($ 584.30) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

Richard R. Crosby (SEAL)

WITNESS:

Guy R. Crosby

J. D. Shilliton

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Rec. 6/16/59 - 9 AM - A. D. Crosby, Clerk

Form SW-1-60--1-60

DEEDS

54

State of South Carolina,
County of Colleton

Personally appeared before me Guy R. Crosby and made oath that he saw the within named Richard R. Crosby

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Guy R. Crosby

Sworn to before me this 16th day of June, 19 59.

J. D. Shillito (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
County of Colleton

RENUNCIATION OF DOWER

I, J. D. Shillito, do hereby certify unto all whom it may concern that Mrs. Harriett L. Crosby, the wife of the within named Richard R. Crosby, 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 South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Harriett L. Crosby

Given under my hand and seal this 16th day of June, 19 59

J. D. Shillito (seal affixed)
Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

55

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE St. George - Ritter 115 KV

ACCT. NO. 4456-150

CHECK NO. B-396

June 16, 19 59

The undersigned hereby acknowledge receipt of timely payment of

Five hundred-eighty four and 30/100 ------- Dollars ($ 584.30),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated June 16, 19 59, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Guy R. Crosby

J. D. Shillito

Richard R. Crosby (SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton }

Personally appeared before me Guy R. Crosby, and made oath that he saw the within named Richard R. Crosby sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Guy R. Crosby

Sworn to before me this 16th day of June, 19 59.

J. D. Shillito (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this

day of A. D., 19

(L. S.)

Notary Public for

Stamps
Fed 1.10
SC 2.00

Form RW-3-SC-12-52

Rec. 6/16/59 - 9 AM - A. B. Crosby, Clerk of Court.

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the .....

day of ..... A. D. 19.....,

at ..... o'clock in the .....

and recorded in Book ..... of Deeds

for said County on page .....

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DEEDS

MEMORANDUM OF LEASE

THIS INDENTURE, dated the 8th day of May 1959, by and between C. M. Rizer and Wife, Dora S. Rizer, Walterboro, South Carolina (lessor) and The Texas Company, (Texaco Inc., formerly named) a Delaware corporation, having a place of business at 864 West Peachtree Street, N. W., Atlanta, Georgia, (Lessee)

W I T N E S S E T H :

That for the term and upon the terms and conditions set forth in that certain written service station lease bearing dated May 8th, 1959, from Lessor to Lessee, the Lessor has leased, and does hereby lease unto the Lessee a tract of land, with the improvements thereon, in the City of Walterboto, County of Colleton, State of South Carolina, described as follows: Beginning at the southwestern corner of the intersection of Jefferies Street (U.S. Hwy 15) and Forest Hills Drive and running in a southerly direction along the western boundary line of Jefferies Street (U.S. Hwy 15) a distance of 90 feet to a point; thence in a westerly direction a distance of 100 feet to a point; thence in a northerly direction parallel to Jefferies Street (US Hwy 15) a distance of 90 feet to the southern boundary line of Forest Hills Drive; thence in a easterly direction along the southern boundary line of Forest Hills Drive a distance of 100 feet to point of beginning. Said property being bounded as follows: Northerly by Forest Hills Drive; Easterly by Jefferies Street (USHwy 15); westerly and southerly by other property of lessor.

Together with an easement over the following land owned by Lessor: A strip of land adjoining premises herein described on the South and extending in a southerly direction along the western boundary line of Jefferies Street (US Hwy 15) a distance of 35.5 feet to a point; thence at right angles in a westerly direction a distance of 8 feet to a point; thence diangonlly in a northwesterly direction to a point 25 feet West of point of beginning; thence in an easterly direction a distance of 25 feet to a point of beginning; said easement being for the purposes of ingress to and egress from said leased premises.

TOGETHER with all appurtenances thereto, and all right, title and interest of Lessor in and to any and all roads, streets, and ways bounding said premises.

Said lease contains an option to Lessee to purchase said premises.

Said lease contains an option to Lessee to purchase said premises.
It is understood that the service station lease above referred to constitutes the complete agreement of lease between Lessor and Lessee.

IN WITNESS WHEREOF, the Lessor and Lessee have hereunto subscribed their names the day and year first above written.

WITNESS: J. B. Rhodes — C. M. Rizer
WITNESS: L. F. Fishburne — Dora S. Rizer (Lessor)

Attest: J. G. Chandler — TEXACO INC., FORMERLY NAMED The Texas Company (lessee)
by: J. O. Sanders, Division Manager

(acknowledgements)
(See Reverse Side)

Approved as to: Terms: Geo. C. Cash, Description: E. Mayer - form C. Rieger

STATE OF SOUTH CAROLINA, COUNTY OF COLLETON

Personally appeared before me J. B. Rhodes, who being duly sworn, says that he saw the within named C. M. Rizer and wife, Dora S. Rizer, sign, seal and as their act and deed deliver the foregoing instrument for the purposes therein mentioned, and that he with L. F. Fishburne, witnessed the execution thereof.

J. B. Rhodes (witness)

Sworn to before me this 15th day of May AD 1959
Marguerite S. Kinard, NP in and for the State of South Carolina. Com. exp at pleas. of Gov
(seal affixed)

STATE of SOUTH CAROLINA
COUNTY OF COLLETON

I, Marguerite S. Kinard, Notary Public, do hereby certify unto all whom it may concern that Dora S Rizer, wife of the within named C. M. Rizer, 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 TEXACO Inc., its successors and assigns, all her interest and estate, and all her right and claim of dower, of, in or to all and singular the premises mentioned and released.

Given under my hand and seal this 15th day of May 1959,
Dora S. Rizer
Marguerite S. Kinard, NP in and for State of S. C.
(seal affixed) My com. exp. at the pleasure of the Gov.

Recorded 7/18/59 - A. B. Crosby, Clerk- 9 AM

STATE OF SOUTH CAROLINA, COUNTY OF COLLETON LEASE AGREEMENT

THIS AGREEMENT, made this 28th day of April 1961 between Mrs. Bessie Z. Novit, landlord, Edward W Mitchell, Tenant, and Albert J. Novit,
WITNESSEHT:

WHEREAS, Albert J. Novit owns an interest in the enterprise bperated by Edward W. Mitchell, which enterprise includes the sale of used clothing and furniture, dishes and other items, in a store building located on Hampton Street in the town of Walterbror, said building being owned by Mrs. Bessie Z. Novit; and
WHEREAS, Edward W. Mitchell desires to purchase the interest of Albert J. Novit in said enterprise and rent the store building wherein the enterprise is being operated; the parties hereto mutally agree as follows:

1. The landlord hereby leases to the tenant the following described property, upon the terms and conditions hereinafter stated:
ALL that piece, parcel or lot of land, with all buildings thereon, situate, lying and being in the town of Walterboro, on Hampton Street, formerly occupied by D & S Cleaners, and being bounded, now or foremerly as follows: On the north by Padgett Loop, on the east by lot of R. H. Bryan; on the South by Hampton Street; and on the west by Grace Street. B ing the property conveyed to Bessie Z. Novit by deed of A. J. Novit, dated 26 April 1939, recorded in the office of the Clerk of Court in deed book 77, at page 79.

2. The term of this Lease shall be for five (5) years, with the tenant having the right and option of renewing the lease for five (5) additional years periods by paying the rental therefor as follows: The rent for the first year shall be the sum of eighty ($80.00) dollars per month; the rent for the second year shall be the sum of ninety ($90.00) dollars per month; the rent for the third year shall be the sum of One hundred ($100.00) dollars per month; the rent for the fourth year shall be the sum of $110.00, One hundred ten dollars per month; the rent for the fifth year shall be the sum of One hundred twenty (~~$210~~ $120.00) dollars per month; and the rent for the sixth through the tenth year shall be the sum of One hundred forty ($140.00) dollars per month. All rent shall be due and payable on the first day of each month, with the tenant having a thirty (30) day grace period for the payment thereof. This lease shall commence as of the 1st day of May 1961.

3. The Tenant shall make all necessary repairs to the interior and exterior of the building herein leased and the tenant is not to sub-let the premises without the written consent of the landlord. The tenant shall have the right to make any changes in the building as he desires so long as he does not disturb the outside walls.

4. Edward W. Mitchell agrees to pay and Albert J. Novit agrees to sell, for the sum of Five hundred ($500.00) dollars, all interest of the said Albert J. Novit in the stock of merchandise and enterprise formerly owned by them. Edward Mitchell shall pay this sum, together with six (6%) percent inerest per annum, ~~withew~~ within two (2) years from date, with the right to anticipate payment at any time. Albert J. Novit shall have the right to remove the pants racks and his personal records, now stored in the building, at any time that he desires.

5. This lease shall extend to and be binding upon the respective heirs, executors, administrators and assigns of the parties hereto; provided, always, nevertheless, that the tenant shall not have the right to assign this lease without the written consent of the landlord, the giving of which consent shall be optional with the landlord.

WITNESS our hands and seals this 6th day of May 1961.

WINTESSETH:
John T. Black Stamps: $2.68 S.C. Bessie Z. Novit (LS) Landlord
Robert W. Carter Albert J. Novit (LS)
Edward W. Mitchell (LS) Tenant

STATE OF SOUTH CAROLINA, COUNTY OF COLLETON
PERSONALLY appeared before me Robert W. Carter and made oath that he saw the above named Bessie Z. Novit, Albert J. Novit, and Edward W. Mitchell, sign, seal, and as their act and deed, deliver the within written Lease, and that he with John T. Black witnessed the execution thereof.
SWORN to before me this 6th day of May 1961. Robert W. Carter
John T. Black (LS) NP for South Carolina.

Recorded August 1, 1961 - 10 AM

For Cancellation see this Book Page 474

59

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

Contract of Sale

RECEIVED from Carl Kennedy

of Walterboro, South Carolina, the sum of One Hundred and No/100 ——— ($ 100.00) Dollars, as a part payment on account of the purchase of the following described property, to-wit:

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in Civic Center Subdivision, known and designated as Lot No. Thirty-two (32) on plat of Civic Center Subdivision made by S. S. Snook, Surveyor, December 4, 1946, said lot measuring one hundred seventeen (117') feet on the Northeastern line, bounded Northeast by Lot No. 33 on said plat; fifty-five (55') feet on the Southeastern line and bounded Southeast by Lot of Colleton Training School; One Hundred thirty-seven (137') feet on the Southwestern line and bounded on the Southwest by Lot No. 31 on said plat; and Fifty (50') feet on the Northwestern line and bounded on the Northwest by Grant Street. Be the said measurements, more or less.

Being the same property conveyed to First Federal Savings and Loan Association of Beaufort by Deed of O. H. Rhodes, Probate Judge, Colleton County, South Carolina.

Recorded July 28 - 1959

59A

-Page Two-

Upon the payment unto First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, of the further sum of Two Thousand Four Hundred and No/100 ($ 2,400.00) Dollars, with interest from date at the rate of six (6%) percent per annum, until paid in full; subject to the recitals hereinafter set forth, the said First Federal Savings and Loan Association of Beaufort, Seller, covenants and agrees, and binds itself and its successors and assigns, to convey the above described real property unto the said Carl Kennedy

(his) (her) (their) heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple warranty, free from encumbrances. The said principal and interest shall be payable at the office of First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, in monthly installments of Twenty and No/100 ($ 20.00) Dollars each, commencing on the first day of September, 19 59, and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) percent per annum. The said monthly payments shall be applied as follows, to-wit: First, to the payment of interest due on the said Contract of Sale, computed monthly. Second, to the payment by the Association of such taxes, assessments, or insurance as shall from time to time become due on the property pledged to secure this Contract of Sale during the terms thereof, with interest thereon at the rate of six percent (6%) per annum. Third, the balance of the said amount to the payment to that extent as a credit as of that date on the principal of this obligation. Said payments to continue until the principal and interest, taxes and insurance, with interest as herein provided, are paid in full.

The Grantee(s) agree(s) to pay for the documentary stamps to be affixed to the Deed in connection with this Agreement.

It is understood and agreed that the within Carl Kennedy shall have the use of the above described premises from this date pending the performance of the terms of the within Contract by (him) (her) (them). Upon failure of the said Carl Kennedy to comply with the terms hereof and the recitals herein contained, the First Federal Savings and Loan Association of Beaufort, its successors and assigns, is to have the right to retain the amount, or amounts, paid under the terms of this Contract, and to enforce the performance of this Contract according to Law.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President, and attested by Carl R. Hookstra, its Secretary-Treasurer, and its Corporate Seal to be hereto affixed, this 10th day of July, 19 59, and witness the Hand and Seal of the within Carl Kennedy this 10th day of July, 19 59

Signed, Sealed and Delivered in Presence of:

Myrtle D. Epps

Laura Jenny

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas

CALHOUN THOMAS, *President.*

ATTEST:

Carl R. Hookstra

CARL R. HOOKSTRA, *Secretary-Treasurer.*

Marguerite D. Kinard

Deborah K. Rodez

Carl Kennedy (SEAL)

Carl Kennedy *Purchaser.*

(SEAL)

Purchaser.

DEEDS

59B

-Page Three-

STATE OF SOUTH CAROLINA,
COUNTY OF BEAUFORT

PERSONALLY appeared before me ~~Grove O. Rogers~~ Laura Spivey who, on oath, says that he saw the within-named First Federal Savings and Loan Association of Beaufort, by Calhoun Thomas, its President, sign the within Sales Contract, and Carl R. Hookstra, its Secretary-Treasurer, attest the same, and the said Corporation, by said officers, seal said Contract, and, as its act and deed, deliver the same, and that he with Myrtle O. Epps witnessed the execution thereof.

Laura Spivey

SWORN to before me, this 10th day of July, 19 59.

Myrtle O. Epps (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

PERSONALLY appeared before me Marguerite S. Kinard and made oath that he saw the within-named Carl Kennedy sign, seal, and, as his act and deed, deliver the within-written Sales Contract; and that he with Osborne H. Rhodes witnessed the execution thereof.

Marguerite S. Kinard

SWORN to before me, this 28th day of July, 19 59.

Osborne H. Rhodes (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

I, Osborne H. Rhodes, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Edith Pearle Kennedy the wife of the within-named Carl Kennedy, 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 First Federal Savings and Loan Association of Beaufort, 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 28th day of July, A. D. 19 59.

Edith Pearl Kennedy (SEAL)
Edith Pearle Kennedy

Osborne H. Rhodes (SEAL)
Notary Public for South Carolina.

DEEDS

7-31

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

CARL KENNEDY

CONTRACT OF SALE

I hereby certify that the within Contract has been this _____ day of _____, A. D. 19____, recorded in my office in Book _____ of _____, Page _____

Clerk of the Court of Common Pleas and General Sessions for _____ County.

601

61

INDENTURE, made this 27th day of July, 19 59, by and between W. J. McLeod, Jr.,

of the town of Walterboro, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee, Grantors, being the owners of land situate in the County of Colleton, State of South Carolina, which said land abuts on the street or highway known as road from U. S. Highway 17 to Wiggins and is bounded Northerly by lands of Seaboard Air Line RR Co. Easterly by lands of Cheeha River and Lands now or formerly of Mrs. Jennie M. Rice. Southerly by lands of Cheeha-Combahee Plantation Westerly by lands of Cheeha-Combahee Plantation

do hereby grant and convey to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, maintain and operate an electric line consisting of poles, conductors, overhead and underground lightning protective wires, private communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across and under said land along the said street or highway and/or on my or our land described as follows: Along and adjacent to an old road leading from the County road easterly to the lands now or formerly of Mrs. Jennie M. Rive. Said right-of-way to be twenty (20) feet in width, and the location thereof as shown in red on a blueprint of plat made by S. S. Snook, Registered Surveyor, dated September 11th and 12th, 1947.

Together with the right from time to time to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to remove said line or any part thereof.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within _____( ) feet of any wire strung on said line; provided, however, any damage to the property of Grantors (other than that caused by said trimming, cutting or removing) caused by Grantee in maintaining or repairing said line, shall be borne by Grantee. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have caused this indenture to be duly executed the day and year first above written.

WITNESS:

Mary M. Smith
Pearl Wood

W. J. McLeod, Jr., (SEAL)

(SEAL)

Rec. 8/4/59 - 9 AM- A. B. Crosby, Clerk (SEAL)

(SEAL)

Form SW-44.0.1-58

DEEDS

60

62

State of South Carolina,

County of Colleton

Personally appeared before me Pearl Wood and made oath that he saw the within named W. J. McLeod, Jr., sign, seal and as his act and deed deliver the within Right-of-way grant for the uses and purposes therein mentioned, and that he with Mary M. Smith in the presence of each other, witnessed the due execution thereof.

Pearl Wood

Sworn to before me this 27th day of July, 19 59

Mary M. Smith
Notary Public for S. C.

My com. expires at the pleasure of the Governor.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

Notary Public for

RENOUNCEMENT OF DOWER

State of South Carolina,

County of

I, , do hereby certify unto all whom it may concern that , the wife of the within named , 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 South Carolina Electric & Gas Company, her heirs and assigns, all her interests 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 day of , 19

Notary Public for S. C.

Line
County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: , 19

Received in the Clerk's Office of the County of , South Carolina, on the day of A. D. 19 , at o'clock in the noon and recorded in Book of Deeds for said County on page

63.

INDENTURE, made this 28nd day of June, 19 59, by and between

Edward Carew Rice

of the ____ of ____, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee, Grantors, being the owners of land situate in the County of Colleton, State of South Carolina, which said land abuts on the street or highway known as ____ and is bounded Northerly by ~~lands of~~ XXXX Cheeha River Easterly by lands of Cheeha Combee & McCloud Southerly by lands of W. H. McCloud Westerly by lands of M. H. McCloud

I hereby grant and convey to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, maintain and operate an electric line consisting of poles, conductors, overhead and underground lightning protective wires, private communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across and under said land along the said street or highway and/or on my or our land described as follows: Along and adjacent to an old road leading from the county road easterly to the lands now or formerly of Mrs. Jennie M. Rice (Residence of Edward Carew Rice, Sr.,)

Together with the right from time to time to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to remove said line or any part thereof.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within ten (10) feet of any wire strung on said line; provided, however, any damage to the property of Grantors (other than that caused by said trimming, cutting or removing) caused by Grantee in maintaining or repairing said line, shall be borne by Grantee. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have caused this indenture to be duly executed the day and year first above written.

WITNESS:

L. O. Darby — Edward Carew Rice (SEAL)

Mary B. Wieters (SEAL)

(SEAL)

Recorded 8/4/59 9 AM - A. B. Crosby, Clerk (SEAL)

Form SW-46.0.1-58

DEEDS

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State of South Carolina,

County of ~~Colleton~~ Charleston

Personally appeared before me L. O. Darby and made oath that he saw the within named Edward Carew Rice sign, seal and as his act and deed deliver the within r/w grant for the uses and purposes therein mentioned, and that he with Mary B. Wieters in the presence of each other, witnessed the due execution thereof.

L. O. Darby

Sworn to before me this 9th July1959 day of _____, 19____.

W. Gresham Meggett (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County.

Personally appeared before me _____ and made oath that _____ saw the within named _____ by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19____

_____ (L. S.)

Notary Public for _____

RENOUNCEMENT OF DOWER

State of South Carolina,

County of _____

I, _____, do hereby certify unto all whom it may concern that _____, the wife of the within named _____, 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 South Carolina Electric & Gas Company, her heirs and assigns, all her interests 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 _____ day of _____, 19____

_____
Notary Public for S. C.

Line: _____

County: _____

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: _____, 19____

Received in the Clerk's Office of the County of _____, South Carolina, on the _____ day of _____ A. D. 19____, at _____ o'clock in the _____ noon and recorded in Book _____ of Deeds for said County on page _____

BOOK 126

65

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Arthur L. Bauer and Henry Kessler

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Estate of Joe Langdale and Estate of Charlie Langdale

Easterly by lands of Right of way of U. S. Highway No. 15

Southerly by lands of now or formerly W. C. Jones and Helen A. Jones

Westerly by lands of S. N. Haws

Right of way enters lands of grantors on the east from the right of way of U. S. Hwy. No. 15 and runs North 21 degrees, 21' West for a distance of 757', more or less, to the northern boundary of the above described tract of land. The center line of the said right of way enters the lands of the grantors herein at a point on U. S. Highway No. 15, said point being 696', more or less, southwesterly along U. S. Hwy No. 15 from the north east corner of the above described tract of land.

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Seven hundred fifty and no/100 Dollars ($ 750.00) within _____ from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

Arthur L. Bauer _____ (SEAL)

Henry Kessler _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

WITNESS to Arthur L. Bauer:
H.Wayne Unger and Pearl Wood
As to Henry Kessler
Samuel Simon
Honey Spielberg

Rec. 9/21/59 - A. B. Crosby, Clerk 5 PM

Fed Stamp 5.50
SC Stamp 2.00

Form SW-1-60—1-58

DEEDS

66

State of South Carolina,
County of Colleton } ss

Personally appeared before me H. Wayne Unger and made oath that he saw the within named Arthur L. Bauer

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Pearl Wood in the presence of each other, witnessed the due execution thereof.

H. Wayne Unger

Sworn to before me this 15th day of Sept., 19 59

Pearl Wood (seal affixed)
Notary Public for S. C.

STATE OF ~~SOUTH CAROLINA~~, New York
New York County. } ss

Personally appeared before me Honey Spielberg and made oath that he saw the within named Henry Kessler

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Samuel Simon in the presence of each other, witnessed the due execution thereof.

Honey Spielberg

Sworn to before me this 27 day of July, 19 59

Samuel Simon, NP for NeW York-com exp 3/30/60
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
County of Colleton } ss

RENUNCIATION OF DOWER

I, H. Wayne Unger do hereby certify unto all whom it may concern that Mrs. Amelia Bauer the wife of the within named Arthur L. Bauer 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 South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Amelia Bauer

Given under my hand and seal this 15 th day of August, 19 59

H. Wayne Unger
Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 o'clock in the noon and recorded in Book of Deeds for said County on page

SEE NEXT PAGE

BOOK 126

12610 67

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE _____

ACCT. NO. _____

CHECK NO. _____ _____, 19____

The undersigned hereby acknowledge receipt of timely payment of Seven hundred fifty and no/100 ---- Dollars ($ 750.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated July 7, 19 59 to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

H. Wayne Unger — Arthur Bauer (SEAL)

Pearl Wood — Henry Kessler (SEAL)

Samuel Simon
Honey Spielberg (as to Henry Kessler) — (SEAL)

(SEAL)

State of South Carolina,
County of Colleton }

Personally appeared before me H. Wayner Unger

and made oath that he saw the within named Arthur Bauer sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Pearl Wood (sealaffixed) in the presence of each other, witnessed the due execution thereof.

H. Wayne Unger

Sworn to before me this 15 day of Sept., 19 59

Pearl ood
Notary Public for S. C.

STATE OF SOUTH CAROLINA, New York
New York County,

Personally appeared before me Honey Spielberg

and made oath that he saw the within named Henry Kessler

Sign, seal, and as his act and deed, deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed their names as witnesses thereto.

Sworn to and subscribed before me, this 27 day of July A. D., 19 59

Samuel Simon (L. S.) Honey Spielberg

Notary Public for New York

Com. exp 3/30/60 Rec. 9/21/59 - 5 PM

Form RW-3-SC-12-58

DEEDS

State of ~~South Carolina~~, New York
County of New York } ss

RENUNCIATION OF DOWER

I, ~~Anne~~ Kessler Samuel Simon, do hereby certify unto all whom it may concern that Mrs. Ann ~~Henry~~ Kessler, the wife of the within named Henry Kessler, 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 South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Anne Kessler

Given under my hand and seal this 27th day of July, 1959.

Samuel Simon, NP for NY, My com exp 3/30/60

Notary Public for S. C.

664

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of.....A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on page.....

DEEDS

69

STATE OF SOUTH CAROLINA
COUNTY OF Colleton

LEASE OF WAREHOUSE PROPERTY

WHEREAS, under the laws of the State of South Carolina, creating a Department of Agriculture, administered by a Commissioner of Agriculture, with the power of leasing warehouses for operation by the Department under such provisions as will be seen by reference to such laws.

1. That James H. Peters hereinafter called Lessor, for the consideration of operating the said premises described herein, as a South Carolina State Warehouse, does hereby rent and lease unto the Commissioner of Agriculture, of the State of South Carolina, his successors in office, such being hereinafter called the Commissioner, upon the terms hereinafter set forth,

ALL that certain lot of land, with the improvements thereon, situate in the City of 2 miles east of Smoaks, County of Colleton, South Carolina, described as follows:

One (1) acres of land bounded on the north by highway 217; east by Bear Branch; south by Nobles Branch; West by Driveway leading to residence of Mrs. J. M. Hiers - SC State Whse 1443C

ALSO: all hand trucks, scales manually or motor operated, loading equipment, furniture, fixtures, now being used in the operation of the said warehouse.

2. The term of this Lease shall commence on the 3rd day of October and shall continue for a period of one year and thereafter for so long as the Commissioner shall operate and use the premises for warehouse purposes in the State Warehouse System.

3. The Lessor shall pay all (a) storage charges due the State of South Carolina and its agencies, (b) insurance premiums on all insurance covering items stored in the warehouse, (c) the salaries and wages of the manager and employees engaged in operating the warehouse, (d) all bond premiums on the bonds of managers and employees, (e) all other charges and expenses incurred in the operation of the warehouse. After payment of said items the Commissioner agrees to pay to the Lessor, or Assigns, as rent, all other income derived from the operation of a State Warehouse on the premises. Notwithstanding any of the foregoing, it is understood and agreed that the Lessee shall appoint and employ a manager to operate the warehouse, as well as any other employees necessary for its operation, with the right to change, remove or discharge the manager or any employee at the pleasure of Lessee. The Lessee shall not be liable for any salaries or wages of any manager or employee except from and as funds sufficient therefor are realized out of the gross proceeds of the operation of the warehouse.

4. It is further agreed that if at any time the Lessee becomes dissatisfied with the operation of the warehouse, Lessee may directly take over its operation, place it in charge of an employee or employees of the Department, charging the salaries of such employees and other costs of operation against the gross proceeds of the operation.

5. The Lessor agrees to procure and keep in force such insurance upon the buildings, personal property, and improvements, owned by Lessor, covered hereby as he deems advisable and to pay all taxes on the property, all at his own expense.

6. The Commissioner agrees to require a suitable surety bond guaranteeing the faithful performance of the duties of the manager and the proper receipt and delivery of all items and materials stored in the warehouse, as provided by law.

7. Possession of the premises hereinabove described, shall be delivered to the Commissioner on or before the 3rd day of October, 19 59

Witness our hands and seals, this the 3rd day of October A. D., 19 59

Witnesses as to Lessor:

Joe T. Crosby
Joseph K. Strickland

James H. Peters (Seal)
Lessor

Witnesses as to the Commissioner:

Samuel L. Boylston
M. R. Lodaholt

William L. Harrelson (Seal)
Commissioner of Agriculture, State of South Carolina

I consent to the above agreement.
Mrs. J. M. Hiers

Form 10 (Rev.)

Rec. 10/8/59 - 9 AM

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the .....

day of ..... A. D. 19.....,

at ..... o'clock in the .....

and recorded in Book ..... of Deeds

for said County on page .....

DEEDS

BOOK 126

69.

STATE OF SOUTH CAROLINA
COUNTY OF Colleton

LEASE OF WAREHOUSE PROPERTY

WHEREAS, under the laws of the State of South Carolina, creating a Department of Agriculture, administered by a Commissioner of Agriculture, with the power of leasing warehouses for operation by the Department under such provisions as will be seen by reference to such laws.

1. That James H. Peters hereinafter called Lessor, for the consideration of operating the said premises described herein, as a South Carolina State Warehouse, does hereby rent and lease unto the Commissioner of Agriculture, of the State of South Carolina, his successors in office, such being hereinafter called the Commissioner, upon the terms hereinafter set forth,

ALL that certain lot of land, with the improvements thereon, situate in the City of 2 miles east of Smoaks, County of Colleton, South Carolina, described as follows:

One (1) acres of land bounded on the north by highway 217; east by Bear Branch; south by Nobles Branch; West by Driveway leading to residence of Mrs. J. M. Hiers - SC State Whse 1443G

ALSO: all hand trucks, scales manually or motor operated, loading equipment, furniture, fixtures, now being used in the operation of the said warehouse.

2. The term of this Lease shall commence on the 3rd day of October and shall continue for a period of one year and thereafter for so long as the Commissioner shall operate and use the premises for warehouse purposes in the State Warehouse System.

3. The Lessor shall pay all (a) storage charges due the State of South Carolina and its agencies, (b) insurance premiums on all insurance covering items stored in the warehouse, (c) the salaries and wages of the manager and employees engaged in operating the warehouse, (d) all bond premiums on the bonds of managers and employees, (e) all other charges and expenses incurred in the operation of the warehouse. After payment of said items the Commissioner agrees to pay to the Lessor, or Assigns, as rent, all other income derived from the operation of a State Warehouse on the premises. Notwithstanding any of the foregoing, it is understood and agreed that the Lessee shall appoint and employ a manager to operate the warehouse, as well as any other employees necessary for its operation, with the right to change, remove or discharge the manager or any employee at the pleasure of Lessee. The Lessee shall not be liable for any salaries or wages of any manager or employee except from and as funds sufficient therefor are realized out of the gross proceeds of the operation of the warehouse.

4. It is further agreed that if at any time the Lessee becomes dissatisfied with the operation of the warehouse, Lessee may directly take over its operation, place it in charge of an employee or employees of the Department, charging the salaries of such employees and other costs of operation against the gross proceeds of the operation.

5. The Lessor agrees to procure and keep in force such insurance upon the buildings, personal property, and improvements, owned by Lessor, covered hereby as he deems advisable and to pay all taxes on the property, all at his own expense.

6. The Commissioner agrees to require a suitable surety bond guaranteeing the faithful performance of the duties of the manager and the proper receipt and delivery of all items and materials stored in the warehouse, as provided by law.

7. Possession of the premises hereinabove described, shall be delivered to the Commissioner on or before the 3rd day of October, 19 59

Witness our hands and seals, this the 3rd day of October A. D., 19 59

Witnesses as to Lessor:

Joe T. Crosby
Joseph K. Strickland

James H. Peters (Seal)
Lessor

Witnesses as to the Commissioner:

Samuel L. Boylston
M. R. Lodaholt

William L. Harrelson (Seal)
Commissioner of Agriculture, State of South Carolina

I consent to the above agreement.
Mrs. J. M. Hiers

Form 10 (Rev.)

Rec. 10/8/59 - 9 AM

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the .....

day of ..... A. D. 19.....,

at ..... o'clock in the .....

and recorded in Book ..... of Deeds

for said County on page .....

DEEDS

BOOK 126

69

STATE OF SOUTH CAROLINA
COUNTY OF Colleton

LEASE OF WAREHOUSE PROPERTY

WHEREAS, under the laws of the State of South Carolina, creating a Department of Agriculture, administered by a Commissioner of Agriculture, with the power of leasing warehouses for operation by the Department under such provisions as will be seen by reference to such laws.

1. That James H. Peters hereinafter called Lessor, for the consideration of operating the said premises described herein, as a South Carolina State Warehouse, does hereby rent and lease unto the Commissioner of Agriculture, of the State of South Carolina, his successors in office, such being hereinafter called the Commissioner, upon the terms hereinafter set forth,

ALL that certain lot of land, with the improvements thereon, situate in the City of 2 miles east of Smoaks, County of Colleton, South Carolina, described as follows:

One (1) acres of land bounded on the north by highway 217; east by Bear Branch; south by Nobles Branch; West by Driveway leading to residence of Mrs. J. M. Hiers - SC State Whse 1443Q

ALSO: all hand trucks, scales manually or motor operated, loading equipment, furniture, fixtures, now being used in the operation of the said warehouse.

2. The term of this Lease shall commence on the 3rd day of October and shall continue for a period of one year and thereafter for so long as the Commissioner shall operate and use the premises for warehouse purposes in the State Warehouse System.

3. The Lessor shall pay all (a) storage charges due the State of South Carolina and its agencies, (b) insurance premiums on all insurance covering items stored in the warehouse, (c) the salaries and wages of the manager and employees engaged in operating the warehouse, (d) all bond premiums on the bonds of managers and employees, (e) all other charges and expenses incurred in the operation of the warehouse. After payment of said items the Commissioner agrees to pay to the Lessor, or Assigns, as rent, all other income derived from the operation of a State Warehouse on the premises. Notwithstanding any of the foregoing, it is understood and agreed that the Lessee shall appoint and employ a manager to operate the warehouse, as well as any other employees necessary for its operation, with the right to change, remove or discharge the manager or any employee at the pleasure of Lessee. The Lessee shall not be liable for any salaries or wages of any manager or employee except from and as funds sufficient therefor are realized out of the gross proceeds of the operation of the warehouse.

4. It is further agreed that if at any time the Lessee becomes dissatisfied with the operation of the warehouse, Lessee may directly take over its operation, place it in charge of an employee or employees of the Department, charging the salaries of such employees and other costs of operation against the gross proceeds of the operation.

5. The Lessor agrees to procure and keep in force such insurance upon the buildings, personal property, and improvements, owned by Lessor, covered hereby as he deems advisable and to pay all taxes on the property, all at his own expense.

6. The Commissioner agrees to require a suitable surety bond guaranteeing the faithful performance of the duties of the manager and the proper receipt and delivery of all items and materials stored in the warehouse, as provided by law.

7. Possession of the premises hereinabove described, shall be delivered to the Commissioner on or before the 3rd day of October, 19 59

Witness our hands and seals, this the 3rd day of October A. D., 19 59

Witnesses as to Lessor:

Joe T. Crosby
Joseph K. Strickland

James H. Peters (Seal)
Lessor

Witnesses as to the Commissioner:

Samuel L. Boylston
M. R. Lodaholt

William L. Harrelson (Seal)
Commissioner of Agriculture, State of South Carolina

I consent to the above agreement.
Mrs. J. M. Hiers

Form 10 (Rev.)

Rec. 10/8/59 - 9 AM

DEEDS

70

STATE OF SOUTH CAROLINA
COUNTY OF Colleton

Personally appeared before me Joe T. Crosby

who, upon oath, says that he saw the within named James H. Peters and Mrs. J. M. Hiers

sign, seal and deliver the within lease and that he with J. K. Strickland witnessed the execution thereof.

SWORN to before me this 3rd day of October 19 59

Marialeau A. Strickland (seal affxd) Joe T. Crosby
Notary Public for South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF Richland

Personally appeared before me M. R. Loadholt

who, upon oath, says that he saw Williams L. Harrelson, Commissioner of Agriculture of the State of South Carolina, sign, seal and deliver the within lease and that he with Samulel L. Boylston witnessed the execution thereof.

SWORN to before me this 6th day of October 19 59.

Samuel L. Boylston M. R. Loadholt
Notary Public for South Carolina

71

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

Contract of Sale

RECEIVED from Shulor Fisk

of Colleton County, South Carolina, the sum of Two Hundred Fifty and No/100 ---------- ($ 250.00) Dollars, as a part payment on account of the purchase of the following described property, to-wit:

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in Druid Hills Subdivision, near the Town of Walterboro, County of Colleton, State of South Carolina, shown and designated as Lot No. Twenty-five (25) on a plat of Druid Hills Subdivision prepared by E. B. Snook, Surveyor, of date January 9, 1955, recorded in the Office of the Clerk of Court for Colleton County in Plat Book 8, at page 102, and measuring one hundred sixty (160) feet on the northern and southern boundaries and ninety (90) feet on the eastern and western boundaries, and bounded as follows: On the North by Lot No. 24 on said plat; on the East by Lot No. 26 on said plat; on the South by Druid Hills Road; and on the West by Druid Hills Road.

Being the same property conveyed to First Federal Savings and Loan Association of Beaufort by Deed of John S. Hiers dated October 8, 1959, and recorded in Deed Book 125 at page 61, Office of the Clerk of Court for Beaufort County, South Carolina.

Rec 12/28/59 9am

70

STATE OF SOUTH CAROLINA
COUNTY OF Colleton

Personally appeared before me Joe T. Crosby

who, upon oath, says that he saw the within named James H. Peters and Mrs. J. M. Hiers

sign, seal and deliver the within lease and that he with J. K. Strickland witnessed the execution thereof.

SWORN to before me this 3rd day of October, 19 59

Marialeau A. Strickland (seal affxd) Joe T. Crosby

Notary Public for South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF Richland

Personally appeared before me M. R. Leadholt

who, upon oath, says that he saw Williams L. Harrelson, Commissioner of Agriculture of the State of South Carolina, sign, seal and deliver the within lease and that he with Samuel L. Boylston witnessed the execution thereof.

SWORN to before me this 6th day of October, 19 59.

Samuel L. Boylston M. R. Leadholt

Notary Public for South Carolina

BOOK 126

71

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

Contract of Sale

RECEIVED from Shuler Fisk

of Colleton County, South Carolina, the sum of Two Hundred Fifty and

No/100 ---------- ($ 250.00) Dollars, as a part payment on account of the purchase of the following described property, to-wit:

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in Druid Hills Subdivision, near the Town of Walterboro, County of Colleton, State of South Carolina, shown and designated as Lot No. Twenty-five (25) on a plat of Druid Hills Subdivision prepared by E. S. Snook, Surveyor, of date January 9, 1955, recorded in the Office of the Clerk of Court for Colleton County in Plat Book 8, at page 102, and measuring one hundred sixty (160) feet on the northern and southern boundaries and ninety (90) feet on the eastern and western boundaries, and bounded as follows: On the North by Lot No. 24 on said plat; on the East by Lot No. 26 on said plat; on the South by Druid Hills Road; and on the West by Druid Hills Road.

Being the same property conveyed to First Federal Savings and Loan Association of Beaufort by Deed of John S. Hiers dated October 8, 1959, and recorded in Deed Book 125 at page 61, Office of the Clerk of Court for Beaufort County, South Carolina.

Rec 12/28/59 9am

70

STATE OF SOUTH CAROLINA
COUNTY OF Colleton

Personally appeared before me Joe T. Crosby

who, upon oath, says that he saw the within named James H. Peters and Mrs. J. M. Hiers sign, seal and deliver the within lease and that he with J. K. Strickland witnessed the execution thereof.

SWORN to before me this 3rd day of October, 19 59

Marialeau A. Strickland (seal affxd) Joe T. Crosby
Notary Public for South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF Richland

Personally appeared before me M. R. Loadholt

who, upon oath, says that he saw Williams L. Harrelson, Commissioner of Agriculture of the State of South Carolina, sign, seal and deliver the within lease and that he with Samuel L. Boylston witnessed the execution thereof.

SWORN to before me this 6th day of October, 19 59.

Samuel L. Boylston M. R. Loadholt
Notary Public for South Carolina

71

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

Contract of Sale

RECEIVED from Shulor Fisk

of Colleton County, South Carolina, the sum of Two Hundred Fifty and No/100 ---------- ($ 250.00) Dollars, as a part payment on account of the purchase of the following described property, to-wit:

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in Druid Hills Subdivision, near the Town of Walterboro, County of Colleton, State of South Ca rolina, shown and designated as Lot No. Twenty-five (25) on a plat of Druid Hills Subdivision prepared by S. S. Snook, Surveyor, of date January 9, 1955, recorded in the Office of the Clerk of Court for Colleton County in Plat Book 8, at page 102, and measuring one hundred sixty (160) feet on the northern and southern boundaries and ninety (90) feet on the eastern and western boundaries, and bounded as follows: On the North by Lot No. 24 on said plat; on the East by Lot No. 26 on said plat; on the South by Druid Hills Road; and on the West by Druid Hills Road.

Being the same property conveyed to First Federal Savings and Loan Association of Beaufort by Deed of John S. Hiers dated October 8, 1959, and recorded in Deed Book 125 at page 61, Office of the Clerk of Court for Beaufort County, South Carolina.

Rec 12/28/59 9 am

DEEDS

BOOK 126

71A

-Page Two-

Upon the payment unto First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, of the further sum of ----Six Thousand Two Hundred Fifty and No/100 ($6,250.00) Dollars, with interest from date at the rate of six (6%) percent per annum, until paid in full; subject to the recitals hereinafter set forth, the said First Federal Savings and Loan Association of Beaufort, Seller, covenants and agrees, and binds itself and its successors and assigns, to convey the above described real property unto the said Shuler Fisk _____ (his) (her) (their) heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple warranty, free from encumbrances. The said principal and interest shall be payable at the office of First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, in monthly installments of Fifty and No/100 ---------- ($ 50.00) Dollars each, commencing on the first day of February, 19 60 and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) percent per annum. The said monthly payments shall be applied as follows, to-wit: First, to the payment of interest due on the said Contract of Sale, computed monthly. Second, to the payment by the Association of such taxes, assessments, or insurance as shall from time to time become due on the property pledged to secure this Contract of Sale during the terms thereof, with interest thereon at the rate of six percent (6%) per annum. Third, the balance of the said amount to the payment to that extent as a credit as of that date on the principal of this obligation. Said payments to continue until the principal and interest, taxes and insurance, with interest as herein provided, are paid in full.

The Grantee(s) agree(s) to pay for the documentary stamps to be affixed to the Deed in connection with this Agreement.

It is understood and agreed that the within Shuler Fisk shall have the use of the above described premises from this date pending the performance of the terms of the within Contract by (him) (her) (them). Upon failure of the said Shuler Fisk to comply with the terms hereof and the recitals herein contained, the First Federal Savings and Loan Association of Beaufort, its successors and assigns, is to have the right to retain the amount, or amounts, paid under the terms of this Contract, and to enforce the performance of this Contract according to Law.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President, and attested by Carl R. Hookstra, its Secretary-Treasurer, and its Corporate Seal to be hereto affixed, this _____ day of December, 19 59, and witness the Hand and Seal of the within Shuler Fisk

this _____ day of December, 19 59

Signed, Sealed and Delivered in Presence of:

Karen S. Marvin

Gloria S. Petrwitch

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas

CALHOUN THOMAS, *President.*

ATTEST:

Carl R. Hookstra

CARL R. HOOKSTRA, *Secretary-Treasurer.*

Shuler Fisk (SEAL)

Shuler Fisk *Purchaser.*

_____ (SEAL)

Purchaser.

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-Page Three-

STATE OF SOUTH CAROLINA,
COUNTY OF BEAUFORT

PERSONALLY appeared before me Karen A. Marvin, who, on oath, says that she saw the within-named First Federal Savings and Loan Association of Beaufort, by Calhoun Thomas, its President, sign the within Sales Contract, and Carl R. Hookstra, its [redacted]-Treasurer, attest the same, and the said Corporation, by said officers, seal said Contract, and, as its act and deed, deliver the same, and that she with Gloria G. Petrowich witnessed the execution thereof.

Karen A. Marvin

SWORN to before me, this 23 day of December, 19 59

Gloria G. Petrowich (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF Beaufort

PERSONALLY appeared before me Karen A. Marvin and made oath that she saw the within-named Shuler Fisk sign, seal, and, as his act and deed, deliver the within-written Sales Contract; and that she with witnessed the execution thereof.

Karen A. Marvin

SWORN to before me, this 23 day of December, 19 59

Gloria G. Petrowich (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF Beaufort

I, Gloria G. Petrowich, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Ruby D. Fisk the wife of the within-named Shuler Fisk, 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 First Federal Savings and Loan Association of Beaufort, 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 23 day of Dec, A. D. 1959.

Ruby D. Fisk (SEAL)

Gloria G. Petrowich (SEAL)
Notary Public for South Carolina.

DEEDS

72 117

STATE OF SOUTH CAROLINA,

COUNTY OF

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

CONTRACT OF SALE

I hereby certify that the within Contract has been

this _____ day of _____, A. D.

19____, recorded in my office in Book _____

of _____, Page _____

Clerk of the Court of Common Pleas and General

Sessions for _____ County.

73

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

Contract of Sale

RECEIVED from Tyler and Altha Padgett

of Colleton County, South Carolina, the sum of Two Hundred Sixty-five and No/100 ---------- ($ 265.00) Dollars, as a part payment on account of the purchase of the following described property, to-wit:

All that certain piece, parcel or lot of land, with improvements thereon, containing One (1) acre, more or less, and being triangular in shape, situate, lying and being in Warren Township, Smoaks School District, Colleton County, State of South Carolina, and more particularly described as follows: Bounded on the North by South Carolina State Highway No. 217; on the East by County Road leading from South Carolina Highway No. 217 to and crossing right of way of the N. & D. Railway at a point known as Strickland Switch; on the South and West by lands of the Estate of Mrs. Jonie Strickland.

Being the same property conveyed to First Federal Savings and Loan Association of Beaufort by Deed of Alfred R. Wood and Maxine Smoak Wood dated November 7, 1959, and recorded in Deed Book 125, page 116, Office of the Clerk of Court for Colleton County, South Carolina.

12/30/59- 9 am

73-A

-Page Two-

Upon the payment unto First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, of the further sum of Two Thousand Three Hundred Eighty-five and No/100 ($2,385.00) Dollars, with interest from date at the rate of six (6%) percent per annum, until paid in full; subject to the recitals hereinafter set forth, the said First Federal Savings and Loan Association of Beaufort, Seller, covenants and agrees, and binds itself and its successors and assigns, to convey the above described real property unto the said Tyler and Altha Padgett (his) (her) (their) heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple warranty, free from encumbrances. The said principal and interest shall be payable at the office of First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, in monthly installments of Twenty-five and No/100 ---------- ($ 25.00) Dollars each, commencing on the first day of February, 19 60 and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) percent per annum. The said monthly payments shall be applied as follows, to-wit: First, to the payment of interest due on the said Contract of Sale, computed monthly. Second, to the payment by the Association of such taxes, assessments, or insurance as shall from time to time become due on the property pledged to secure this Contract of Sale during the terms thereof, with interest thereon at the rate of six percent (6%) per annum. Third, the balance of the said amount to the payment to that extent as a credit as of that date on the principal of this obligation. Said payments to continue until the principal and interest, taxes and insurance, with interest as herein provided, are paid in full.

The Grantee(s) agree(s) to pay for the documentary stamps to be affixed to the Deed in connection with this Agreement.

It is understood and agreed that the within Tyler and Altha Padgett shall have the use of the above described premises from this date pending the performance of the terms of the within Contract by (him) (her) (them). Upon failure of the said Tyler and Altha Padgett to comply with the terms hereof and the recitals herein contained, the First Federal Savings and Loan Association of Beaufort, its successors and assigns, is to have the right to retain the amount, or amounts, paid under the terms of this Contract, and to enforce the performance of this Contract according to Law.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President, and attested by Carl R. Houkstra, its Secretary-Treasurer, and its Corporate Seal to be hereto affixed, this 29 day of December, 19 59, and witness the Hand and Seal of the within Tyler and Altha Padgett this 29th day of December, 19 59.

Signed, Sealed and Delivered in Presence of:

Myrtle B. Epps
Marjorie T. Brown

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas
CALHOUN THOMAS, *President.*

ATTEST:

C. R. Houkstra
CARL R. HOUKSTRA, *Secretary-Treasurer.*

Myrtle B. Epps
Marjorie T. Brown

Tyler Padgett (SEAL)
Tyler Padgett *Purchaser.*

Altha Padgett (SEAL)
Altha Padgett *Purchaser.*

DEEDS

73B

-Page Three-

STATE OF SOUTH CAROLINA,
COUNTY OF BEAUFORT

PERSONALLY appeared before me Marjorie T. Brown who, on oath, says that he saw the within-named First Federal Savings and Loan Association of Beaufort, by Calhoun Thomas, its President, sign the within Sales Contract, and Carl R. Hookstra, its Secretary-Treasurer, attest the same, and the said Corporation, by said officers, seal said Contract, and, as its act and deed, deliver the same, and that he with Myrtle G. Epps witnessed the execution thereof.

Marjorie T Brown

SWORN to before me, this 29th day of December, 19 59

Myrtle G. Epps (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF BEAUFORT

PERSONALLY appeared before me Marjorie T. Brown and made oath that he saw the within-named Tyler Padgett and Altha Padgett sign, seal, and, as their act and deed, deliver the within-written Sales Contract; and that he with witnessed the execution thereof.

Marjorie T. Brown

SWORN to before me, this 29th day of December, 19 59

Myrtle G. Epps (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF BEAUFORT

I, Myrtle G. Epps, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Altha Padgett the wife of the within-named Tyler Padgett, 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 First Federal Savings and Loan Association of Beaufort, 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 29th day of December, A. D. 19 59

Altha Padgett (SEAL)

Myrtle G. Epps (SEAL)
Notary Public for South Carolina.

DEEDS

STATE OF SOUTH CAROLINA,

COUNTY OF

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

CONTRACT OF SALE

I hereby certify that the within Contract has been

this _____ day of _____, A. D.

19____, recorded in my office in Book _____

of _____, Page _____

Clerk of the Court of Common Pleas and General

Sessions for _____ County.

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BOOK 126

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

Contract of Sale

75

RECEIVED from Shuler S. Evans

of Walterboro, South Carolina, the sum of One Hundred Fifty and

No/100 ---------- ($ 150.00) Dollars, as a part payment on account of the purchase of the following described property, to-wit:

All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the Town of Walterboro, County of Colleton and State of South Carolina, designated as Lot Number Eight (8) on plat of subdivision prepared for Lloyd Robertson by Harry M. Fripp, Registered Surveyor, of date August 21, 1949, measuring and bounded as follows: On the North seventy-nine and three-tenths (79.3) feet on lands of Haws and Harding; on the East sixty (60) feet on lands of Rivers; on the South eighty-one and five-tenths (81.5) feet on lot Number Seven (7), as shown on the plat hereinabove referred to, and on the West Sixty (60) feet on Bell Street, as reference to said plat will more fully show.

Being the same property conveyed to First Federal Savings and Loan Association of Beaufort by Deed of James A. Crews dated March 11, 1958 and recorded in Deed Book 122, page 101, Colleton County, South Carolina.

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

SATISFACTION

The Note and Obligation secured by the within mortgage having been paid in full, The First Federal Savings and Loan Association of Walterboro hereby declare the lien of the said mortgage fully satisfied; and authorize the cancellation of said mortgage on the records.

IN WITNESS WHEREOF, the said First Federal Savings and Loan Association of Walterboro has caused the Presents to be executed in its name and on its behalf and its Corporate Seal to be hereto affixed by its duly authorized officers, this 3rd day of June, 1965.

Signed, sealed and delivered in the presence of:

Myrtle S Epps

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WALTERBORO (SEAL)

By: Calhoun Thom President

ATTEST: S D Bowers Jr. Asst. Vice Pres.

Recorded Jul 4 - 1965

BOOK 126

-Page Two-

75A

Upon the payment unto First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, of the further sum of One Thousand Six Hundred Fifty and No/100 ------- ($1,650.00) Dollars, with interest from date at the rate of six (6%) percent per annum, until paid in full; subject to the recitals hereinafter set forth, the said First Federal Savings and Loan Association of Beaufort, Seller, covenants and agrees, and binds itself and its successors and assigns, to convey the above described real property unto the said Shuler S. Evans (his) (her) (their) heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple warranty, free from encumbrances. The said principal and interest shall be payable at the office of First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, in monthly installments of Twenty and No/100 ---------- ($20.00) Dollars each, commencing on the first day of March, 1960, and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) percent per annum. The said monthly payments shall be applied as follows, to-wit: First, to the payment of interest due on the said Contract of Sale, computed monthly. Second, to the payment by the Association of such taxes, assessments, or insurance as shall from time to time become due on the property pledged to secure this Contract of Sale during the terms thereof, with interest thereon at the rate of six percent (6%) per annum. Third, the balance of the said amount to the payment to that extent as a credit as of that date on the principal of this obligation. Said payments to continue until the principal and interest, taxes and insurance, with interest as herein provided, are paid in full.

The Grantee(s) agree(s) to pay for the documentary stamps to be affixed to the Deed in connection with this Agreement.

It is understood and agreed that the within Shuler S. Evans shall have the use of the above described premises from this date pending the performance of the terms of the within Contract by (him) (her) (them). Upon failure of the said Shuler S. Evans to comply with the terms hereof and the recitals herein contained, the First Federal Savings and Loan Association of Beaufort, its successors and assigns, is to have the right to retain the amount, or amounts, paid under the terms of this Contract, and to enforce the performance of this Contract according to Law.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President, and attested by Carl R. Hookstra, its Secretary-Treasurer, and its Corporate Seal to be hereto affixed, this 30th day of December, 1959, and witness the Hand and Seal of the within Shuler S. Evans this 30th day of December, 1959.

Signed, Sealed and Delivered in Presence of:

Myrtle G. Epps

Gertrude G. McAlhaney

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas

CALHOUN THOMAS, *President.*

ATTEST:

Carl R. Hookstra

CARL R. HOOKSTRA, *Secretary-Treasurer.*

James W. [illegible]

Norma S. Miley

Shuler S. Evans (SEAL)

Shuler S. Evans *Purchaser.*

(SEAL)

Purchaser.

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STATE OF SOUTH CAROLINA,
COUNTY OF BEAUFORT

PERSONALLY appeared before me Gertrude G. McAlhaney, who, on oath, says that she saw the within-named First Federal Savings and Loan Association of Beaufort, by Calhoun Thomas, its President, sign the within Sales Contract, and Carl R. Hookstra, its Secretary-Treasurer, attest the same, and the said Corporation, by said officers, seal said Contract, and, as its act and deed, deliver the same, and that she with Myrtle G. Epps witnessed the execution thereof.

Gertrude G. McAlhaney

SWORN to before me, this 30th day of December, 19 59.

Myrtle G. Epps (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

PERSONALLY appeared before me James W. Skardon and made oath that he saw the within-named Shuler S. Evans sign, seal, and, as his act and deed, deliver the within-written Sales Contract; and that he with Norma S. Miley witnessed the execution thereof.

James W. Skardon

SWORN to before me, this 31st day of December, 19 59.

Norma S. Miley (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

I, Norma S. Miley, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Lula W Evans the wife of the within-named Shuler S. Evans, 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 First Federal Savings and Loan Association of Beaufort, 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 31st day of December, A. D. 19 59

Lula W Evans (SEAL)

Norma S. Miley (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

SHULER S. EVANS

CONTRACT OF SALE

I hereby certify that the within Contract has been this 31 day of Dec A. D. 19 37 recorded in my office in Book _____ of Deeds Page _____

A B Crosby

Clerk of the Court of Common Pleas and General Sessions for Colleton County.

DEEDS

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BOOK 126

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State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (~~we~~) on this 18th day of February 1960

I, Margaret G. Moysey

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Effie H. Allen

Easterly by lands of Fishburne and others

Southerly by ~~the~~ County road separating lands of Grantor from lands of Fishburne

Westerly by ~~the~~ the right of way of the Walterboro-Jacksonboro Road (SC #64)

Center line of right of way enters lands of grantor from the lands of Effie H. Allen; thence runs generally in a southerly direction across lands of grantor to the right of way of the road separating lands of grantor from lands of L. G. Fishburne, as shown by final survey.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other necessary apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Five hundred and no/100 ---- Dollars ($ 500.00) within ~~one (1) year~~ from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

Maragaret G. Moysey (SEAL)

WITNESS:

Isadore Bogoslow
Gerald C. Smoak

(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Form RW-1-SC—1-58

Rec. 2/28/60 - A. B. Crosby, Clerk - 9 AM

DEEDS

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State of South Carolina,

County of Colleton

Personally appeared before me Isadore Bogoslow and made oath that he saw the within named Margaret O. Moysey

her

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Gerald C. Smoak in the presence of each other, witnessed the due execution thereof.

Isadore Bogoslow

Sworn to before me this 20th day of February, 19 60

Gerald C. Smoak

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of, 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this day of A. D., 19

(L. S.)

State of South Carolina,

County of

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern that Mrs., the wife of the within named 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 South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also 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 day of, 19

Notary Public for S. C.

RIGHT OF WAY GRANT

Line:

County:

TO

South Carolina Electric & Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

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RECEIPT FOR RIGHT OF WAY PAYMENT

LINE St. George-Ritter 115 KV Line

ACCT. NO. 4456-150

CHECK NO. B-398 February 20, 19 60

The undersigned hereby acknowledge receipt of timely payment of Five hundred and no/100 Dollars ($500.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated February 18, 19 60, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Isadore Bogoslow

Gerald C. Smoak

Margaret B. Moysey (SEAL)

(SEAL)

(SEAL)

(SEAL)

Stamps: Fed: $0.55
S.C. 1.00

State of South Carolina,
County of Colleton

Personally appeared before me Isadore Bogoslow

and made oath that he saw the within named Margaret C. Moysey sign, seal and as her act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Gerald C. Smoak in the presence of each other, witnessed the due execution thereof.

Isadore Bogoslow

Sworn to before me this 20th day of February, 19 60

Gerald C. Smoak

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public for

Form RW-3-SC-12-52

Recorded 2/23/60 - 9 AM

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the .....

day of .....A. D. 19.....,

at .....o'clock in the .....

and recorded in Book .....of Deeds

for said County on page .....

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DEEDS

BOOK 126

(LAPS & S. C.)

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Esso

LEASE TO COMPANY

AGREEMENT made this 25th day of January, 1960, by and between Bessie C. Hiott and , his wife, of U. S. #15 & S. C. #61 Street, Canadys, State of South Carolina, hereinafter called "Lessor", and HUMBLE OIL & REFINING COMPANY, a Delaware corporation, having an office at 1600 Woodlawn Road, Charlotte, North Carolina

hereinafter called "Lessee".

WITNESSETH: That Lessor does hereby demise and lease unto Lessee, and Lessee agrees to take all that lot, piece or parcel of land situate in the Town or City of Canadys, County of Colleton, State of South Carolina

LOCATION more fully described as follows: Rider #1

together with all rights of way, easements, driveways and pavement, curb and street front privileges thereunto belonging and together with all the buildings, improvements and equipment thereon or connected therewith, including the property listed under Schedule "A" hereto annexed.

PERIOD TO HOLD the premises hereby demised unto Lessee for Two (2) years, beginning on the 1st day of January, 1960, and ending on the 31st day of December, 1961, on the following terms and conditions:

RENTAL (1) Lessee shall pay the following rent:

An amount equivalent to One Cent (1¢) for each gallon of gasoline and other motor fuels sold during the month or fraction thereof at said premises by Lessee or its sublessees or assigns, said rental to be payable on or before the 15th day of the month following the month in which the rental is earned; provided that said rental shall in no event be less than One Hundred Dollars ($100.00) for each successive monthly period hereof. Lessee shall keep, or cause to be kept, such records as will accurately show the number of gallons of gasoline and other motor fuels sold at the demised premises and will permit Lessor to inspect such records at any time and from time to time during business hours when Lessor desires so to do.

RENEWAL (2) Lessee shall have the option of renewing this lease for three (3) additional periods of one (1) year each, the first of such periods to begin on the expiration of the original term herein granted, and each successive period to begin on the expiration of the period then in effect, upon the same terms and conditions as herein set forth and all of said privileges of renewal shall be considered as having been exercised unless Lessee gives Lessor notice in writing at least thirty (30) days prior to the expiration of the period then in effect of its intention not to exercise such renewal privilege.

TITLE (3) Lessor covenants that it is well seized of the demised premises, has good right to lease them and hereby warrants and agrees to defend the title thereto and to reimburse and hold Lessee harmless from any loss by reason of any defect in the title. Lessor agrees to notify Lessee immediately upon any default in payment of mortgage interest or principal, or in payment of taxes or other liens upon the premises and Lessee shall have the right to make such defaulted payments for the account of Lessor. Any sums so advanced by Lessee, including costs and attorneys' fees incurred by Lessee in defending any suits and protecting its rights herein granted, shall bear interest at the rate of six per cent (6%) per annum, and the rent provided for herein may be applied to the payment of such sums and interest, or Lessee may require Lessor to pay any unpaid balance. Should the term of this lease or any renewal term provided for herein, expire before such sums with interest have been fully repaid to Lessee, Lessee may, at its option, continue to occupy said premises on the terms and conditions herein provided until such sums with interest have been fully repaid.

DEEDS

Rider #1

Beginning at a point located on the Southern R/W line of S. C. Highway #61 and 75 feet from the extended intersection of the Southern R/W line of S. C. Highway #61 and the Eastern R/W line of U. S. Highway #15. Thence, in an Easterly direction along the Southern R/W line of S. C. Highway #61 for a distance of 52'6"; thence, in a southernly direction passing within the partition wall separating the existing living quarters and the lube-pit bay of the service station (both properties owned by T. J. & Bessie C. Hiott) for a distance of 100'0"; thence, in a westerly direction passing within the partition wall separating the above mentioned living quarters and the southern portion of the above mentioned lube pit bay for a distance of 13'4"; thence, in a southernly direction within the partition wall separating the previously mentioned living quarters and the Southeastern portion of a service bay of the previously mentioned service station for a distance of 15'16"; thence, in a westerly direction in line with the outside face of the southern wall of a grocery store owned by T. J. & Bessie C. Hiott, for a distance of 21'10"; thence, in a northernly direction within the partition wall separating the above-mentioned grocery store and the southwestern portion of the most western service bay of the previously mentioned service station for a distance of 21'0"; thence, in a westerly direction within the partition wall separating the previously mentioned grocery store and the previously mentioned service station building for a distance of 92'6" to a point on the eastern R/W line of U. S. Highway #15; thence, in a northerly direction along the eastern R/W line of U. S. Highway #15 for a distance of 17'0"; thence, in a northeasterly direction along the S. C. Highway Department's southeastern sight clearance R/W line between U. S. Highway #15 and S. C. Highway #61 for a distance of 106' to the point of beginning.

Together with an easement for the right of ingress and egress for driveway purposes over and on the following described property. Beginning at a point on the eastern R/W line of U. S. Highway #15 located 92'0"south of the extended intersection of the southern R/W line of S. C. Highway #61 and the eastern R/W line of U. S. Highway #15; thence in an easterly direction along the previously mentioned eastwest dividing line between the grocery store and the service station (both owned by T. J. and Bessie C. Hiott) for a distance of 32'6"; thence, in a southerly direction along the outside face of the eastern wall of the previously mentioned grocery store for a distance of 23'0"; thence, in a southeasterly direction for a distance of 53'0" to a point on the eastern R/W line of U. S. Highway #15; thence, in a northerly direction along the eastern R/W line of U. S. Highway #15 for a distance of 65'0" to the point of beginning.

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PERMITS AND ORDINANCES

(4) Lessor represents that all necessary licenses, consents and permits have been obtained to permit the storage, handling, advertising and sale of motor fuels, lubricants, other petroleum products and automobile accessories and for any and all business usually conducted in connection with gasoline service stations, and that any and all such licenses, consents and permits required therefor which have been taken out are valid and now in force and effect. Lessor agrees to transfer to Lessee any and all such permits or licenses if such permits or licenses are transferable.

In case such necessary licenses, consents and permits to operate a drive-in gasoline service station upon such premises shall be hereafter revoked without fault of Lessee, or if the use of the premises herein demised for any purposes enumerated above shall be in any manner restricted or prohibited by reason of any law, ordinance, injunction, regulation or order of any properly constituted authority, then Lessee shall have the right at its option to terminate this lease by giving ten days' written notice of its intention so to do and shall thereupon be relieved from all liability hereunder.

IMPROVEMENTS

(5) Lessee may move, remove or alter any building, structure, tank, curbing, pavement or driveway now or hereafter placed on said premises and may construct, build and place upon said premises such buildings, structures, tanks, curbings, pavement, driveways, machinery and other equipment as shall in its opinion be necessary or desirable to use and operate said premises, and may perform any and all acts necessary to the conduct of its business.

Lessor agrees that all buildings, structures, tanks, machinery, equipment and all other property owned by Lessee heretofore or hereafter placed upon the premises, whether annexed to the freehold or not, shall remain the personal property of Lessee, and Lessee shall have the right and privilege (but shall be under no obligation) to remove such property at any time during the period of this lease or any renewal thereof.

Upon the expiration or termination of this lease or any renewal thereof, Lessee shall have a period of thirty (30) days within which to remove its property or negotiate its sale to an incoming tenant or supplier. The leaving of such property on the premises during said period, shall not make Lessee liable for storage charges or rent, and shall not constitute a hold-over tenancy.

TAXES

ASSESSMENTS

(6) Lessee agrees to pay during the term of this lease all charges for water, gas and electric current that may be consumed on said premises and will pay all taxes on any and all property owned by Lessee upon the premises. Lessor agrees to pay all other taxes, assessments and betterments now or hereafter levied against the premises when due and payable, and if Lessor fails so to do Lessee shall have the right to make such payments for the account of Lessor, and in such event may deduct from any rentals payable hereunder as they accrue such amounts as may be necessary fully to reimburse Lessee, or may require Lessor to make reimbursement to Lessee.

SUBLETTING

(7) Lessee may sublet all or any part of the premises but no such subletting shall release the Lessee from its obligations hereunder.

DEFAULT

(8) Anything herein contained to the contrary notwithstanding, Lessor agrees not to exercise any landlord's remedies against Lessee by reason of any default unless and until Lessor shall have given to Lessee written notice by registered mail of the default and unless Lessee shall have failed to remedy such default within a period of thirty (30) days from the giving of such notice.

WAIVER

(9) No waiver by either party, or his or its successors or assigns, of any breach of any of the covenants or conditions herein contained to be performed by the other party, shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

REPAIRS

(10) Lessor agrees at Lessor's own cost and expense to keep the service station well painted in accordance with specifications of Lessee at all times and at least each third year during the term of this lease if in the opinion of Lessee it requires painting and to make promptly any and all repairs to the demised property including (but not limited to) repairs and improvements required by public authority. In case the premises in Lessee's opinion are rendered unfit for operation as a drive-in gasoline service station by reason of fire, storm, explosion or any other cause, no rental shall accrue or is to be paid from the beginning of such unfitness until the property is put into tenantable condition by Lessor and Lessee is able to and does occupy said premises for the purposes herein described. If Lessor defaults in painting or in making any such repairs, improvements or restoration, Lessee may at its option either terminate this lease upon written notice or Lessee may have the necessary painting and repairs done for the account of Lessor, and Lessor shall pay Lessee, upon demand, the expense thereof. If Lessor fails so to reimburse Lessee for the expense of such painting or repairs, Lessee may deduct from any rentals payable hereunder as they accrue such amounts as may be necessary to fully reimburse Lessee.

PREMISES RENDERED UNFIT

USE OF PREMISES

(11) Lessee covenants and agrees to make no unlawful or offensive use of the premises and to comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state and municipal governments.

TAKING BY PUBLIC AUTHORITY

(12) If the demised premises or any part thereof shall be taken by or pursuant to governmental authority or through exercise of the right of eminent domain, or if a part only of said premises is taken and the balance of said premises in the opinion of Lessee is not suitable for the operation of a drive-in gasoline service station, this lease, at the option of Lessee, shall terminate without further liability on the part of Lessee, or the rent hereunder shall be reduced in proportion to the reduction in the area of the premises, but nothing herein shall be deemed a waiver of the sole right of Lessee to any award for damages to it or to its leasehold interest caused by such taking, whether made separately or as part of a general award.

CANCELLATION

(13) Lessee shall have the right to terminate this lease or any renewal thereof at any time on giving Lessor thirty (30) days' written notice of Lessee's intention so to do, and paying to Lessor as consideration for said termination an amount which shall be determined by multiplying the average monthly rental paid during the preceding twelve months (or during the expired term if less than twelve months) by the number of full years then remaining before the expiration of the original term of this lease.

PURCHASE OPTION

(14) Lessor and (his wife), in consideration of this lease, hereby grant to Lessee the option to purchase the property herein demised for the sum of Dollars ($) at any time during the original term of this lease or any renewal thereof upon Lessee delivering to at written notice of intention so to do or by mailing such notice by registered mail addressed as aforesaid at least two days before the expiration date of the original term or any renewal thereof, and such notice, if so mailed, shall be deemed valid and effective whether or not the same in fact is actually delivered to Lessor. In the event of the exercise of this option, the purchase price shall be paid upon the transfer and conveyance to Lessee or its nominee by a good and sufficient

DEEDS

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deed, of a good and marketable title to said premises free and clear of all liens and encumbrances except

which a reputable title company will insure as such at regular rates. The deed shall be delivered and the title closed on the thirtieth (30th) day after the giving of notice of exercise of this option unless the same be a Sunday or legal holiday, in which case on the next business day thereafter, unless the date of the closing is subsequently extended by mutual agreement. All taxes, rents, sewer and water rents, assessments and insurance premiums, if Lessee shall elect to take over existing policies, shall be apportioned as of the date of the closing of the title. Between the time of the giving of notice of exercise of this option and the time of closing title, risk of loss, damage, condemnation or destruction of the premises or improvements thereon by fire or otherwise shall be on the Lessor provided, however, that Lessor shall maintain such insurance as is then in force for the protection of the parties as their interests appear, and if title is closed all rights therein of Lessor shall be assigned to Lessee. In the event of the exercise of this option time shall be of the essence and tender of the purchase price and tender of the deed shall be waived.

LIABILITY

(15) Lessee covenants and agrees to indemnify and save Lessor harmless from any and all claims, demands, suits, actions, judgments and recoveries for or on account of damage or injury (including death) to property or person of Lessee, its agents, servants or other party or parties caused by or due to the fault or negligence of Lessee, its sublessee and assigns in the operation of the service station.

NOTICES

(16) All notices required or permitted to be given by this lease shall be deemed to be properly given if delivered in writing personally or sent by registered mail to the Lessor or to the Lessee as the case may be at the addresses set forth above, or to such other address as may be furnished by either party to the other in writing. The date of mailing shall be deemed the date of giving such notice.

HOLDOVER TENANCY

(17) If Lessee, after giving notice of intention not to exercise renewal privileges in Clause 2 hereof provided or at the end of all of said renewal periods, holds over the premises herein described beyond the termination by limitation of the term without first having renewed or extended this lease by written agreement, such holding over shall not be considered as a renewal or extension of this lease except on a month-to-month basis.

QUIET ENJOYMENT

(18) Lessor covenants that Lessee on paying said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said leased property for the term aforesaid, subject to the provisions hereof.

(19) It is hereby mutually agreed and understood that under Paragraph 5 entitled "Improvements", that any present buildings on the premises shall not be moved or altered without the consent in writing of the Lessor. This does not apply to any buildings that may hereafter be erected by Lessee. In Paragraph 10, it is agreed and understood that the Lessee is to furnish the paint that may be rewuired at any time for the painting of the buildings or other structures now or hereafter to be erected on said premises.

The covenants and agreements herein contained shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have duly executed this Agreement and affixed their respective seals thereto the day and year above written.

[signature] Witness	Bessie C. Hiott (L. S.) Lessor
Salie Atkins Witness	(L. S.) Wife (Husband) of Lessor
Witness	(L. S.) Lessor
Witness	(L. S.) Wife (Husband) of Lessor
Witness	(L. S.) Lessor
Witness	(L. S.) Wife (Husband) of Lessor
Witness	(L. S.) Lessor
Witness	(L. S.) Wife (Husband) of Lessor
G A Nanney	[illegible] HUMBLE OIL & REFINING COMPANY
[signature] Witness	BY [signature] (L. S.) Assistant Manager Carolinas Sales Division Esso Standard Division

* Note—*All blank spaces to be filled in prior to execution.*

See over for "Acknowledgment of the Lessor"

DEEDS

BOOK 126

(Incorporate here the acknowledgment of the Lessor in the statutory form of the state where the leased property is situated.) 8.1D

State of South Carolina
County of Colleton

Personally appeared before me L. E. Drawdy ~~Bessie C. Hiott~~, who being duly sworn says that he saw Bessie C. Hiott sign, seal and as her act and deed deliver the foregoing instrument for the purposes mentioned therein and that he, with Sadie Atkinson, witnessed the execution of the same.

SWORN to before me this 25th day of January, 1960. L. E. Drawdy ~~Bessie C. Hiott~~

(SEAL)

Doris B. Amaher
Notary Public for South Carolina

(Corporate acknowledgment for Lessee)

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Personally appeared before me G A Nanney, who, being duly sworn, says that he saw the within named Humble Oil & Refining Company by J. S. Heller Jr., the ASSISTANT MANAGER of its Carolinas Sales Division, Esso Standard Division, sign the within instrument, and, as its act and deed, deliver the same, and that he with W. C. Rummell witnessed the execution.

Sworn to before me this 1st day of March, 1960. G A Nanney

W. C. Rummell
Notary Public for North Carolina

My Commission Expires: Dec. 30, 1961

SCHEDULE "A"

1 two bay Concrete Block & Brick Building

"Consent of Owner" clause, when necessary is attached as a separate rider.

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BOOK 126

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INDENTURE, made this 8th day of March, 19 60, by and between

Mrs. Pauline Risher

of the township of Ireland Creek, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee, Grantors, being the owners of land situate in the County of Colleton, State of South Carolina, which said land abuts on the street or highway known as U. S. Hwy No. 15 and is bounded Northerly by lands of J.O. Langdale Easterly by lands of U. S. Hwy 15 Southerly by lands of P.S. Langdale Westerly by lands of J.O. Langdale hereby grant and convey to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, maintain and operate an electric line consisting of poles, conductors, overhead and underground lightning protective wires, private communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across and under said land along the said street or highway and/or on my or our land described as follows: Lin to cross lands of Mrs. Pauline Risher consisting of 21½ acres in a north-south direction parallel to U. S. Hwy 15, and one (1) foot on private property.

Together with the right from time to time to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to remove said line or any part thereof.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within ten (10) feet of any wire strung on said line; provided, however, any damage to the property of Grantors (other than that caused by said trimming, cutting or removing) caused by Grantee in maintaining or repairing said line, shall be borne by Grantee. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have caused this indenture to be duly executed the day and year first above written.

WITNESS:

Harry C. Hutson, Jr.,

W. G. Meggett

Pauline W. Risher (SEAL)

(SEAL)

(SEAL)

(SEAL)

Rec. 3/25/60 - 9 AM

Form RW-4-S.C.-1-58

84

State of South Carolina,
County of Colleton

Personally appeared before me Harry C. Hutson, Jr.,
and made oath that he saw the within named Pauline W. Risher sign, seal and as his act and deed deliver the within W. G. Meggett for the uses and purposes therein mentioned, and that he with W. G. Meggett in the presence of each other, witnessed the due execution thereof.

Harry C. Hutson, Jr.

Sworn to before me this 18th day of March 1960, 19
W. Gresham Meggett (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)
Notary Public for

RENOUNCEMENT OF DOWER

State of South Carolina,
County of

I, , do hereby certify unto all whom it may concern that , the wife of the within named , 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 South Carolina Electric & Gas Company, her heirs and assigns, all her interests 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 day of , 19
Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: , 19

Received in the Clerk's Office of the County of , South Carolina, on the A. D. 19, day of , at o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 126

85

INDENTURE, made this 18th day of March, 19 60, by and between B. P. Hubbard

of the township of Ireland Creek, County of Colleton and State of South Carolina, hereinafter called Grantors) and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee, Grantors, being the owners of land situate in the County of Colleton, State of South Carolina, which said land abuts on the street or highway known as U. S. Hwy 15 and is bounded Northerly by lands of C. C. Jones Ted C. Hodges Easterly by lands of L.G.Fishburne & Co. U. S. Hwy 15 Southerly by lands of Westerly by lands of hereby grant and convey to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, maintain and operate an electric line consisting of poles, conductors, overhead and underground lightning protective wires, private communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across and under said land along the said street or highway and/or on my or our land described as follows: lines to cross lands of B.P.Hubbard consisting of 46 acres in north-south direction parallel to U. S. Hwy 15. Line to be one (1) foot on private property.

Together with the right from time to time to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to remove said line or any part thereof.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within ten (10) feet of any wire strung on said line; provided, however, any damage to the property of Grantors (other than that caused by said trimming, cutting or removing) caused by Grantee in maintaining or repairing said line, shall be borne by Grantee. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have caused this indenture to be duly executed the day and year first above written.

WITNESS:

Harry C. Hutson, Jr., B. P. Hubbard (SEAL)

W. G. Meggett (SEAL)

(SEAL)

Rec. 3/25/60 - 9 AM (SEAL)

Form SW-4-S.C.-1-58

DEEDS

86

State of South Carolina,
County of Colleton

Personally appeared before me Harry C. Hutson, Jr.,
and made oath that he saw the within named B. P. Hubbard sign, seal and as his act and deed
deliver the within r/w grant for the uses and purposes therein mentioned, and that he with
W.G.Meggett in the presence of each other, witnessed the due execution thereof.

Harry C. Hutson, Jr.,

Sworn to before me this 15th day of March 1960, 19

W. Gresham Meggett (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)
Notary Public for

RENOUNCEMENT OF DOWER

State of South Carolina,
County of

I, do hereby certify unto all whom it may concern that, the wife of the within named 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 South Carolina Electric & Gas Company, her heirs and assigns, all her interests and estate, and also all her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Ola M. Hubbard.

Given under my hand and seal this day of, 19

Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: , 19

Received in the Clerk's Office of the County of , South Carolina, on the day of A. D. 19, at o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 126

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State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) ~~On this 19th day of March 1960~~ ~~We, Paul Sanders, Mrs. Mary W. Sanders and E. B. Sanders~~

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One hundred fifty (150) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Ruth B. Mitchell and others - Cooks Hill Tract as shown

Easterly by lands of Drawdy and others on plat recorded with Clerk

Southerly by lands of Beech Hill Plantation of Courts' office for ColletonCo.

Westerly by lands of Hooker and others in plat book 9, page 88

Right of way enters lands of grantors on the North from lands of Mrs. Ruth B, Mitchell and runs generally in a southerly direction across above described tract of land where it ties in with the existing Charleston-Yemassee 110KV line right of way near Property line between lands of grantors and lands now or formerly of Harry Washington.

This right of way grant cancels and superceeds the right of way grant dated March 26, 1959, between grantors herein and the South Carolina Elec. and Gas Company recorded in the Clerk of Court's office for Colleton County May 13, 1959, in book 126 at page 25.

Payment for this right of way is to be made to E. B. Sanders for the benefit of all.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon ~~said right of way and such areas beyond the same as in the judgment of Grantee may interfere with or endanger said~~ lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Three thousand two hundred fifty Dollars ($3250.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:
Richard B. Drake
Cleveland Sanders

Paul Sanders (SEAL)
Mrs. Mary W. Sanders (SEAL)
E. B. Sanders (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Form RW-1-80--1-60

Rec. 4/21/60 - 9 AM

DEEDS

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State of South Carolina,
County of Colleton } ss

Personally appeared before me Cleveland Sanders and made oath that he saw the within named Paul Sanders, Mrs. Mary W. Sanders and E. B. Sanders

sign, seal and as ~~his~~ their act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that ~~he~~ they with Richard B. Drake in the presence of each other, witnessed the due execution thereof.

Cleveland Sanders

Sworn to before me this 19th day of April 1960, 19

J. D. Shillito (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

State of South Carolina,
County of Colleton } ss

RENUNCIATION OF DOWER

I, J. D. Shillito, NP for S. C., do hereby certify unto all whom it may concern that Mrs. Mary W. Sanders, the wife of the within named Paul Sanders, 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 South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Mrs. Mary W. Sanders

Given under my hand and seal this 19th day of April 1960, 19

J. D. Shillito (seal affxd)
Notary Public for S. C.

State of S.C., County of Colleton, Renunciation of Dower.
I, S.P.Sams, do hereby certify unto all whom it may concern that Mrs.Laura M. S.Sanders, the wife of the within named E. Berien Sanders, 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 relinquish unto the within named S.C.Elec. and Gas Co., its heirs and assigns, all her interest and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Laura M.S.Sanders

Given under my Hand and Seal this 23 day of January 1960.
S. P. Sams, NP for S. C. (seal affixed)

Line:
County:
RIGHT OF WAY GRANT
TO
South Carolina Electric & Gas Company
Dated:
Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

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RECEIPT FOR RIGHT OF WAY PAYMENT

LINE St. George - Ritter 115KV

ACCT. NO. 4456-150

CHECK NO. B-426 April 19, 19 60

The undersigned hereby acknowledge receipt of timely payment of

-Three thousand two hundred fifty and no/100 ---- Dollars ($ 3,250.00)

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated March 19, 1960, 19, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Richard B. Drake

J. D. Shillito

C. B. Sanders (SEAL)

(SEAL)

(SEAL)

(SEAL)

Stamps 5c 7.00
7ed 3.85

State of South Carolina,
County of Colleton }

Personally appeared before me Richard B. Drake and made oath that he saw the within named E. B. Sanders sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Richard B. Drake

Sworn to before me this 19th day of April, 19 60.

J. D. Shillito (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19 }

(L. S.)

Notary Public for

Form RW-3-SC-12-52

Rec. 4/21/60 - 9 AM

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of.....A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on page.....

BOOK 126

J&B-31426
Warranty Deed-Individual to Corporation

Form 3541-B—Sheet 1

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THE STATE OF SOUTH CAROLINA

COUNTY OF ~~COLLETON~~

KNOW ALL MEN BY THESE PRESENTS, That ~~I, Lloyd Turner,~~ of the County of ~~Colleton~~ in the State ~~aforesaid~~ for and in consideration of the sum of ~~Four Hundred and no/100 Dollars ($400.00)~~ to ~~me~~ in hand paid by ~~Atlantic Coast Line Railroad Company~~, a corporation organized and existing under the laws of the State of ~~Virginia~~, the receipt of which is hereby acknowledged, ~~have~~ granted, bargained, sold and released and by these presents do ~~grant~~, bargain, sell and release unto the said ~~Atlantic Coast Line Railroad Company~~, its successors and assigns, all ~~those piece s, parcel or tracts of land~~, situate, lying and being ~~in Colleton County~~, State of South Carolina, and described as follows, to-wit:

A strip of land 100 feet wide, being 50 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now located and to be constructed; said strip of land extending northeastwardly from the dividing line between property of the grantor herein and property of the Estate of W. W. Strickland a mean distance of 504 feet, more or less, measured along said center line, to the northwestern line of an existing County dirt road; also

A strip of land 80 feet wide, being 40 feet wide on each side of said center line; said strip of land extending northeastwardly from the southeastern line of said road a mean distance of 421.5 feet, more or less, measured along said center line, to the dividing line between property of the grantor herein and property of Lutitia Carter; containing together 2.0 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing #0-10-21, dated April 13, 1960, attached hereto and made a part hereof.

STATE OF SOUTH CAROLINA — RENUNCIATION OF DOWER

COUNTY

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 premises before mentioned unto the said ~~Atlantic Coast Line Railroad Company~~, its successors and assigns, forever.

5/26/60
11 am

DEEDS

JAB-31426 L-[illegible]-Sheet 1

Warranty Deed-Individual to Corporation

THE STATE OF SOUTH CAROLINA

COUNTY OF ~~COLLETON~~

KNOW ALL MEN BY THESE PRESENTS, That ~~I, Lloyd Turner,~~ of the County of ~~Colleton~~ in the State ~~aforesaid~~, for and in consideration of the sum of ~~Four Hundred and no/100 Dollars ($400.00)~~ to ~~me~~ in hand paid by ~~Atlantic Coast Line Railroad Company~~ a corporation organized and existing under the laws of the State of ~~Virginia~~ the receipt of which is hereby acknowledged, ~~have~~ granted, bargained, sold and released and by these presents do ~~grant, bargain, sell and release unto the said~~ ~~Atlantic Coast Line Railroad Company~~ its successors and assigns, all ~~those pieces, parcels or tracts of land~~ situate, lying and being ~~in Colleton County,~~ State of South Carolina, and described as follows, to-wit:

A strip of land 100 feet wide, being 50 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now located and to be constructed; said strip of land extending northeastwardly from the dividing line between property of the grantor herein and property of the Estate of W. W. Strickland a mean distance of 504 feet, more or less, measured along said center line, to the northwestern line of an existing County dirt road; also

A strip of land 80 feet wide, being 40 feet wide on each side of said center line; said strip of land extending northeastwardly from the southeastern line of said road a mean distance of 421.5 feet, more or less, measured along said center line, to the dividing line between property of the grantor herein and property of Lotitia Carter; containing together 2.0 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing SC-10-71, dated April 13, 1960, attached hereto and made a part hereof.

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 premises before mentioned unto the said ~~Atlantic Coast Line Railroad Company,~~ its successors and assigns, forever.

5/26/60

BOOK 126

J&B-31426 Form 354-B—Sheet 2

And I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Comp any, its successors and assigns, against me and my heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 26th day of May 1960

Signed, sealed and delivered in the presence of:

Elaine A. Marable — Lloyd Turner (L.S.)

Gerald C. Smoak — (L.S.)

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Elaine A. Marable and made oath that she saw the within named Lloyd Turner sign, seal and, as his act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this the 26th day of May 1960

Gerald C. Smoak (SEAL) — Elaine A. Marable

Notary Public for South Carolina.

STATE OF SOUTH CAROLINA — RENUNCIATION OF DOWER

COLLETON COUNTY

I, Gerald C. Smoak, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Lloyd Turner the wife of the within named Cammie B. Turner, 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 Atlantic Coast Line Railroad 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 the 26th day of May 1960

Gerald C. Smoak (SEAL) — Cammie B. Turner

Notary Public for South Carolina.

DEEDS

Form 2-B—Sheet 1

Warranty Deed-Individual to Corporation

THE STATE OF SOUTH CAROLINA

COUNTY OF ~~COLLETON~~

KNOW ALL MEN BY THESE PRESENTS, That _____ ~~I, Lloyd Turner,~~ _____ of the County of ~~Colleton~~ in the State ~~aforesaid~~ for and in consideration of the sum of _____ ~~Four Hundred and no/100 Dollars ($400.00)~~ to ~~me~~ in hand paid by ~~Atlantic Coast Line Railroad Company~~ a corporation organized and existing under the laws of the State of ~~Virginia~~ the receipt of which is hereby acknowledged, ~~have~~ granted, bargained, sold and released and by these presents do ~~grant, bargain, sell and release unto the said~~ ~~Atlantic Coast Line Railroad Company~~ its successors and assigns, all ~~those pieces, parcelsor tenants of land~~ situate, lying and being ~~in Colleton County,~~ State of South Carolina, and described as follows, to-wit:

A strip of land 100 feet wide, being 50 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now located and to be constructed; said strip of land extending northeastwardly from the dividing line between property of the grantor herein and property of the Estate of W. H. Strickland a mean distance of 304 feet, more or less, measured along said center line, to the northwestern line of an existing County dirt road; also

A strip of land 80 feet wide, being 40 feet wide on each side of said center line; said strip of land extending northeastwardly from the southeastern line of said road a mean distance of 421.5 feet, more or less, measured along said center line, to the dividing line between property of the grantor herein and property of Lutitia Carter; containing together 2.0 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing 6C-19-21, dated April 13, 1960, attached hereto and made a part hereof.

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 premises before mentioned unto the said _____ its successors and assigns, forever.

Atlantic Coast Line Railroad Company,

5/26/60

BOOK 126

J&B-31426 Form 354-B—Sheet 2

9 I B

And I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against me and my heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 26th day of May 1960

Signed, sealed and delivered in the presence of:

Elaine A. Marable — Lloyd Turner (L.S.)

Gerald C. Smoak — (L.S.)

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Elaine A. Marable and made oath that she saw the within named Lloyd Turner sign, seal and, as his act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this the

26th day of May 1960

Gerald C. Smoak (SEAL) — Elaine A. Marable

Notary Public for South Carolina.

STATE OF SOUTH CAROLINA — RENUNCIATION OF DOWER

COLLETON COUNTY

I, Gerald C. Smoak, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Cammie B. Turner, the wife of the within named Lloyd Turner, 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 Atlantic Coast Line Railroad 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 the

26th day of May 1960

Gerald C. Smoak (SEAL) — Cammie B. Turner

Notary Public for South Carolina.

DEEDS

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And I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against me and my heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 25th day of May 1950.

Signed, sealed and delivered in the presence of:

Elaine A. Marable (L.S.)

Gerald C. Smoak (L.S.)

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Elaine A. Marable and made oath that she saw the within named Lloyd Turner sign, seal and, as his act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this the 25th day of May 1950.

Gerald C. Smoak (SEAL)
Notary Public for South Carolina.

Elaine A. Marable

STATE OF SOUTH CAROLINA RENUNCIATION OF DOWER

COLLETON COUNTY.

I, Gerald C. Smoak, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Cuneme B. Turner, the wife of the within named Lloyd Turner, 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 Atlantic Coast Line Railroad 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 the 25th day of May 1950.

Gerald C. Smoak (SEAL)
Notary Public for South Carolina.

Cuneme B. Turner

J&B-31426
Warranty Deed-Individual to Corporation

Form 3547-B—Sheet 1

93

THE STATE OF SOUTH CAROLINA

COUNTY OF ~~Colleton~~

KNOW ALL MEN BY THESE PRESENTS, That ~~I, Rebe G. O'Keefe,~~ of the County of ~~Colleton~~ in the State ~~aforesaid~~, for and in consideration of the sum of ~~Three Thousand and no/100 Dollars ($3,000.00)~~ to ~~me~~ in hand paid by ~~Atlantic Coast Line Railroad Company~~, a corporation organized and existing under the laws of the State of ~~Virginia~~, the receipt of which is hereby acknowledged, ~~have~~ granted, bargained, sold and released and by these presents do ~~have~~ grant, bargain, sell and release unto the said ~~Atlantic Coast Line Railroad Company~~, its successors and assigns, all ~~that piece, parcel or tract of land~~, situate, lying and being ~~in Colleton County,~~ State of South Carolina, and described as follows, to-wit:

A strip of land 80 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now located and to be constructed; said center line being described as beginning at a point in the northeastern line of South Carolina Highway #S-15-24 and running thence northeastwardly 608 feet, more or less, to a point of curve; thence northeastwardly, along a 0° 30' curve to the left and being tangent to the preceding course, 716.66 feet to a point of tangent; thence northeastwardly, tangent to the preceding curve, 1,120 feet, more or less, to the dividing line between property of the grantor herein and property of Minnie Carter; said strip of land extending northeastwardly from said highway line a mean distance of 2,444.66 feet, more or less, to said dividing line; containing 4.5 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing #G-10-13, dated April 13, 1960, attached hereto and made a part hereof.

It is agreed and understood that, should the said railroad be abandoned and removed from the above parcel of land, title to the said land will revert to the grantor, her heirs and assigns.

It is further agreed and understood that the grantor has the privilege of all mineral and oil rights upon said strip of land, provided that said rights will not interfere with or hinder the operations of the grantee herein.

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 premises before mentioned unto the said ~~Atlantic Coast Line Railroad Company,~~ its successors and assigns, forever.

5/26/60 3 P m

DEEDS

Form 3517-B—Sheet 1.

Warranty Deed-Individual to Corporation

93

THE STATE OF SOUTH CAROLINA

COUNTY OF ~~COLLETON~~

KNOW ALL MEN BY THESE PRESENTS, That ~~L. Reba Gr. Dikacis,~~ of the County of ~~Colleton~~ in the State ~~aforesaid~~ for and in consideration of the sum of ~~Three Thousand and no/100 Dollars ($3,000.00)~~ to ~~me~~ in hand paid by ~~Atlantic Coast Line Railroad Company~~ a corporation organized and existing under the laws of the State of ~~Virginia~~ the receipt of which is hereby acknowledged, ~~have~~ granted, bargained, sold and released and by these presents do ~~grant~~, bargain, sell and release unto the said ~~Atlantic Coast Line Railroad Company~~ its successors and assigns, all ~~that piece, parcel or tract of land~~ situate, lying and being ~~in Colleton County,~~ State of South Carolina, and described as follows, to-wit:

A strip of land 80 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now located and to be constructed; said center line being described as beginning at a point in the northeastern line of South Carolina Highway 63-15-74 and running thence northeastwardly 608 feet, more or less, to a point of curve; thence northeastwardly, along a 0° 30' curve to the left and being tangent to the preceding course, 216.66 feet to a point of tangent; thence northeastwardly, tangent to the preceding curve, 1,120 feet, more or less, to the dividing line between property of the grantor herein and property of Minnie Carter; said strip of land extending northeastwardly from said highway line a mean distance of 2,444.56 feet, more or less, to said dividing line; containing 4.5 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing 6-10-13, dated April 13, 1960, attached hereto and made a part hereof.

It is agreed and understood that, should the said railroad be abandoned and removed from the above parcel of land, title to the said land will revert to the grantor, her heirs and assigns.

It is further agreed and understood that the grantor has the privilege of all mineral and oil rights upon said strip of land, provided that said rights will not interfere with or hinder the operations of the grantee herein.

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 premises before mentioned unto the said ~~Atlantic Coast Line Railroad Company,~~ its successors and assigns, forever.

BOOK 126

J&B-31426 Form 3547-B—Sheet 2

-93-B

And I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against me and my heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 26th day of May 1960

Signed, sealed and delivered in the presence of:

Elaine A. Marable — Reba C. O'Keefe (L.S.)

Gerald C. Smoak — (L.S.)

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Elaine A. Marable and made oath that she saw the within named Reba C. O'Keefe sign, seal and, as her act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this the 26th day of May 1960

Gerald C. Smoak (SEAL)
Notary Public for South Carolina.

Elaine A. Marable

STATE OF SOUTH CAROLINA

_____ COUNTY

RENUNCIATION OF DOWER
NO NECESSARY - GRANTOR IS A WOMAN

I, _____, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ 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 _____ 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 the

_____ day of _____ 19____

_____
Notary Public for South Carolina.

DEEDS

94

And _____ do hereby bind _____ heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said _____ its successors and assigns, against _____ and _____ heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS _____ hand and seal this _____ day of _____ 19__

Signed, sealed and delivered in the presence of:

_____ _____ (L.S.)

_____ _____ (L.S.)

STATE OF SOUTH CAROLINA,

_____ COUNTY.

PERSONALLY appeared before me _____ and made oath that _____ saw the within named _____ sign, seal and, as _____ act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof.

SWORN to before me this the

_____ day of _____ 19__

_____ (SEAL)

Notary Public for South Carolina.

STATE OF SOUTH CAROLINA

_____ COUNTY

RENUNCIATION OF DOWER

I, _____, a Notary Public, do hereby certify unto all whomsit may concern, that Mrs. _____ the wife of the within named _____ 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 _____ 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 the

_____ day of _____ 19__

_____

Notary Public for South Carolina.

BOOK 126

J&B-31426
Warranty Deed-Individual to Corporation

Form 3547-B—Sheet 1

95

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That I, Lutitia Carter, of the County of Colleton in the State aforesaid, for and in consideration of the sum of One Thousand Two Hundred Twenty and no/100 Dollars ($1,220.00) ------ to me in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all that piece, parcel or tract of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 80 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now located and to be constructed; said strip of land extending northeastwardly from the dividing line between property of the grantor herein and property of Lloyd Turner a mean distance of 1,910 feet, more or less, measured along said center line, to the southerly boundary line of the right-of-way of the main track of the Hampton and Branchville Railroad Company, which right-of-way line is parallel with and 50 feet southwardly, measured at right angles, from the center line of said main track; containing 3.5 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing #G-10-22, dated April 13, 1960, attached hereto and made a part hereof.

It is agreed and understood that the Railroad Company will construct a vehicle crossing across its right-of-way and track, to provide ingress and egress from the county road northwest of the track to the home lot of the grantor herein, lying southeast of the said track.

It is further agreed and understood that, should the said railroad be abandoned and removed from the above parcel of land, title to the said land will revert to the grantor, her heirs and assigns.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

5/26/60 3 PM

DEEDS

JAB-31426 Form 35-17-B—Sheet 1

Warranty Deed-Individual to Corporation

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That I, Julia Carter, of the County of Colleton, in the State aforesaid, for and in consideration of the sum of One Thousand Two Hundred Twenty and no/100 Dollars ($1,220.00) to me in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all that piece, parcel or tract of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 80 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now located and to be constructed; said strip of land extending northeastwardly from the dividing line between property of the grantor herein and property of Lloyd Turner a mean distance of 1,910 feet, more or less, measured along said center line, to the southerly boundary line of the right-of-way of the main track of the Hampton and Branchville Railroad Company, which right-of-way line is parallel with and 50 feet southwardly, measured at right angles, from the center line of said main track; containing 3.5 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing #C-10-22, dated April 13, 1960, attached hereto and made a part hereof.

It is agreed and understood that the Railroad Company will construct a vehicle crossing across its right-of-way and track, to provide ingress and egress from the county road northwest of the track to the home lot of the grantor herein, lying southeast of the said track.

It is further agreed and understood that, should the said railroad be abandoned and removed from the above parcel of land, title to the said land will revert to the grantor, her heirs and assigns.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

J&B-31426 Form 3547-B—Sheet 2

95B

And I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against me and my heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 26th day of May 1960

Signed, sealed and delivered in the presence of:

Elaine A. Marable — Lutitia Carter (L.S.)

Gerald C. Smoak — (L.S.)

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Elaine A. Marable and made oath that she saw the within named Lutitia Carter sign, seal and, as her act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this the 26th day of May 19 60

Gerald C. Smoak (SEAL)
Notary Public for South Carolina.

Elaine A. Marable

STATE OF SOUTH CAROLINA

_____ COUNTY

RENUNCIATION OF DOWER
NECESSARY - GRANTOR A WOMAN

I, _____, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ 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 _____ 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 the

_____ day of _____ 19____

_____
Notary Public for South Carolina.

DEEDS

96

And ___ do hereby bind ___ heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said ___ its successors and assigns, against ___ and ___ heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS ___ hand and seal this 26th day of May, 1969.

Signed, sealed and delivered in the presence of:

[signature] [signature] (L.S.)

[signature] (L.S.)

STATE OF SOUTH CAROLINA,

COUNTY.

PERSONALLY appeared before me ___ and made oath that she saw the within named ___ sign, seal and, as ___ act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with ___ witnessed the execution thereof.

SWORN to before me this the

26th day of May 1969

[signature] (SEAL) [signature]

Notary Public for South Carolina.

STATE OF SOUTH CAROLINA

COUNTY

RENUNCIATION OF DOWER

NO

NECESSARY - GRANTOR A MINOR.

I, ___, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. ___ the wife of the within named ___ 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 ___ 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 the

___ day of ___ 19__

Notary Public for South Carolina.

BOOK 126

J&B-31426 Form 3547-B—Sheet 1

Warranty Deed-Individual to Corporation

97

THE STATE OF SOUTH CAROLINA

COUNTY OF ~~COLLETON~~

KNOW ALL MEN BY THESE PRESENTS, That ~~I, C. A. Bailey,~~ of the County of ~~Colleton~~ in the State ~~aforesaid~~, for and in consideration of the sum of ~~Eight Hundred and no/100 Dollars ($800.00)~~ to ~~me~~ in hand paid by ~~Atlantic Coast Line Railroad Company~~, a corporation organized and existing under the laws of the State of ~~Virginia~~, the receipt of which is hereby acknowledged, ~~have~~ granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said ~~Atlantic Coast Line Railroad Company~~ its successors and assigns, all ~~that piece, parcel or tract of land,~~, situate, lying and being ~~in Colleton County,~~ State of South Carolina, and described as follows, to-wit:

A strip of land 80 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now located and to be constructed; said strip of land extending northeastwardly from the dividing line between property of the grantor herein and properties of J. P. Bailey and M. H. Bailey a mean distance of 1,040 feet, more or less, measured along said center line, to the southwestern line of South Carolina Highway #61; containing 1.9 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing #G-10-23, dated April 13, 1960, attached hereto and made a part hereof.

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 premises before mentioned unto the said ~~Atlantic Coast Line Railroad Company,~~ its successors and assigns, forever.

5/26/60 11 am

DEEDS

JKB-31426 Form 3517-B—Sheet 1

Warranty Deed-Individual to Corporation

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That I, G. A. Bailey, of the County of Colleton in the State aforesaid, for and in consideration of the sum of Eight Hundred and no/100 Dollars ($800.00) to me in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all that piece, parcel or tract of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 80 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now located and to be constructed; said strip of land extending northeastwardly from the dividing line between property of the grantor herein and properties of J. P. Bailey and M. H. Bailey a mean distance of 1,040 feet, more or less, measured along said center line, to the southwestern line of South Carolina Highway #61; containing 1.9 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing #G-10-23, dated April 13, 1960, attached hereto and made a part hereof.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

J&B-31426 Form 8547-B—Sheet 2

97B

And I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against me and my heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 26th day of May, 1960

Signed, sealed and delivered in the presence of:

Elaine A. Marable
Gerald C. Snook

C. A. Bailey (L.S.)

(L.S.)

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Elaine A. Marable and made oath that she saw the within named C. A. Bailey sign, seal and, as his act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald C. Snook witnessed the execution thereof.

SWORN to before me this the 26th day of May 19 60.

Gerald C. Snook (SEAL)
Notary Public for South Carolina.

Elaine A. Marable

STATE OF SOUTH CAROLINA

RENUNCIATION OF DOWER

COLLETON COUNTY

I, Gerald C. Snook, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Arthie Bailey, the wife of the within named C. A. Bailey, 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 Atlantic Coast Line Railroad 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 the 26th day of May 19 60.

Gerald C. Snook (SEAL)
Notary Public for South Carolina.

Arthie Bailey

DEEDS

JAB-31426 Form 25-47-B—Sheet 2

98

And I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against me and my heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 26th day of May 1960.

Signed, sealed and delivered in the presence of:

Elaine A. Marable (L.S.)

Gerald C. Smoak (L.S.)

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Elaine A. Marable and made oath that she saw the within named C. A. Bailey sign, seal and, as his act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this the 26th day of May 1960.

Gerald C. Smoak (SEAL)
Notary Public for South Carolina.

Elaine A. Marable

STATE OF SOUTH CAROLINA RENUNCIATION OF DOWER

COLLETON COUNTY

I, Gerald C. Smoak, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Archie Bailey, the wife of the within named C. A. Bailey, 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 Atlantic Coast Line Railroad 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 the 26th day of May 1960.

Gerald C. Smoak (SEAL)
Notary Public for South Carolina.

Arthur Bailey

BOOK 126

J&B-31426 --Form 3547-B—Sheet 1

Warranty Deed-Individual to Corporation

99

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That we, Marion Williams and Flossie Hilliard, of the County of Colleton in the State aforesaid, for and in consideration of the sum of Two Hundred Eighty and no/100 Dollars ($280.00) to us in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all that piece, parcel or tract of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 100 feet wide, being 50 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now located and to be constructed; said strip of land extending northeastwardly from the dividing line between property of the grantors herein and property of the Estate of W. H. Varn, a mean distance of 1,214 feet, more or less, measured along said center line, to the dividing line between property of the grantors herein and property of Berry Salley; containing 2.8 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing #C-10-20, dated April 13, 1960, attached hereto and made a part hereof.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

5/27/60 3PM

DEEDS

J&B-31426 Form 3517-B—Sheet 1

Warranty Deed-Individual to Corporation

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That we Marion Williams and Eleanor Williams of the County of Collleton in the State aforesaid for and in consideration of the sum of Two Hundred Eighty and no/100 Dollars ($280.00) to in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all that piece, parcel or tract of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 100 feet wide, being 50 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now located and to be constructed; said strip of land extending northeastwardly from the dividing line between property of the grantors herein and property of the Estate of W. H. Ward, a mean distance of 1,214 feet, more or less, measured along said center line, to the dividing line between property of the grantors herein and property of Perry Salley; containing 2.6 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing #C-10-20, dated April 13, 1960, attached hereto and made a part hereof.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

5/27/60 3877

BOOK 126

J&B-31426 Form 3547-B—Sheet 2

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99R

And we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against us and our heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS our hands and seals this 27th day of May 19 60

Signed, sealed and delivered in the presence of:

Elaine A. Marable

Gerald C. Smoak

Marion Williams (L.S.)
Marion Williams

Flossie Williams (L.S.)
Flossie Williams

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Elaine A. Marable and made oath that she saw the within named Marion Williams and Flossie Williams sign, seal and, as their act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this the
27th day of May 19 60

Gerald C. Smoak (SEAL)
Notary Public for South Carolina.

Elaine A. Marable

STATE OF SOUTH CAROLINA

RENUNCIATION OF DOWER

COLLETON COUNTY

I, Gerald C. Smoak, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Flossie Williams, the wife of the within named Marion Williams, 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 Atlantic Coast Line Railroad 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 the
27th day of May 19 60

Gerald C. Smoak (SEAL)
Notary Public for South Carolina.

Flossie Williams

DEEDS

100
99A

And we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against us and our heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS our hands and seals this 27th day of May, 19[illegible].

Signed, sealed and delivered in the presence of:

[signature] (L.S.)
Marion Williams

[signature] (L.S.)
Florsie Williams

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Elaine A. Marable and made oath that she saw the within named Marion Williams and Florsie Williams sign, seal and, as their act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this the 27th day of May 19 60.

[signature] (SEAL)
Notary Public for South Carolina.

[signature]

STATE OF SOUTH CAROLINA RENUNCIATION OF DOWER

COLLETON COUNTY

I, Gerald C. Smoak, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Florsie Williams, the wife of the within named Marion Williams, 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 Atlantic Coast Line Railroad 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 the 27th day of May 19 60.

[signature] (SEAL)
Notary Public for South Carolina.

[signature]

BOOK 126

SAB-31426 Form 3547-B—Sheet 1

Warranty Deed-Individual to Corporation

101

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That I, Charles Salley, of the County of Colleton in the State aforesaid, for and in consideration of the sum of One Hundred Twenty and no/100 Dollars ($120.00) to me in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all that piece, parcel or tract of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 80 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now located and to be constructed; said strip of land extending northeastwardly from the dividing line between property of the grantor herein and property of the Estate of W. H. Varn, a mean distance of 615 feet, more or less, measured along said center line, to the dividing line between property of the grantor herein and property of the Estate of W. H. Varn; containing 1.1 acres, more or less, and being shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing #G-10-20, dated April 13, 1960, attached hereto and made a part hereof.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

DEEDS

10

Form 3517-B—Sheet 1

Warranty Deed-Individual to Corporation

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That I, Charles Salley, of the County of Colleton in the State aforesaid, for and in consideration of the sum of One Hundred Twenty and no/100 Dollars ($120.00) to me in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all that piece, parcel or tract of land situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 80 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now located and to be constructed; said strip of land extending northeasterly from the dividing line between property of the grantor herein and property of the Estate of W. H. Varn, a mean distance of 615 feet, more or less, measured along said center line, to the dividing line between property of the grantor herein and property of the Estate of W. H. Varn; containing 1.1 acres, more or less, and being shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing #S-10-20, dated April 13, 1950, attached hereto and made a part hereof.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

BOOK 126

I&B-31426 Form 3547-B—Sheet 2

TOPA

And I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against me and my heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 28th day of May, 1960.

Signed, sealed and delivered in the presence of:

Elaine A. Marable

Gerald C. Smoak

Charles Salley (L.S.)

(L.S.)

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Elaine A. Marable and made oath that she saw the within named Charles Salley sign, seal and, as his act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this the 28th day of May 19 60

Gerald C. Smoak (SEAL)
Notary Public for South Carolina.

Elaine A. Marable

STATE OF SOUTH CAROLINA — RENUNCIATION OF DOWER

COLLETON COUNTY

I, Gerald C. Smoak, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Essie Salley, the wife of the within named Charles Salley, 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 Atlantic Coast Line Railroad 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 the 28th day of May 19 60.

Gerald C. Smoak (SEAL)
Notary Public for South Carolina.

Essie Salley

DEEDS

102

And I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company its successors and assigns, against me and my heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 28th day of May 1960.

Signed, sealed and delivered in the presence of:

(L.S.)

(L.S.)

STATE OF SOUTH CAROLINA

COUNTY

PERSONALLY appeared before me Sterling A. Sterrett and made oath that she saw the within named Charles Bailey sign, seal and, as his act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this the 28th day of May 1960.

(SEAL)

Notary Public for South Carolina.

STATE OF SOUTH CAROLINA

RENUNCIATION OF DOWER

COUNTY

I, Gerald C. Smoak, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Mala Bailey the wife of the within named Charles Bailey 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 Atlantic Coast Line Railroad 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 the 28th day of May 1960.

(SEAL)

Notary Public for South Carolina.

BOOK 126

J&B-31426
Warranty Deed-Individual to Corporation

Form 354-B—Sheet 1

103

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That I, Margaret R. Drawdy, of the County of Colleton in the State aforesaid, for and in consideration of the sum of One Thousand and no/100 Dollars ($1,000.00) ---------- to me in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all those pieces, parcels or tracts of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 100 feet wide, being 50 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now located and to be constructed; said strip of land extending northeastwardly from the dividing line between property of the grantor herein and property of West Virginia Pulp and Paper Company, a mean distance of 652 feet, more or less, measured along said center line, to the dividing line between property of the grantor herein and property of said West Virginia Pulp and Paper Company; containing 1.5 acres, more or less; also

A strip of land 100 feet wide, being 50 feet wide on each side of said center line; said strip of land extending northeastwardly from the dividing line between property of the grantor herein and property of West Virginia Pulp and Paper Company, a mean distance of 732 feet, more or less, measured along said center line, to the southerly line of an existing County dirt road; containing 1.7 acres, more or less; also

A strip of land 100 feet wide, being 50 feet wide on each side of said center line; said strip of land extending northeastwardly from the dividing line between property of the grantor herein and property of E. W. Fender, et al, a mean distance of 1,040 feet, more or less, measured along said center line, to the dividing line between property of the grantor herein and property of Florrie S. Schroeder and Jennie Ruth S. Orser; containing 2.4 acres, more or less; all as shown outlined in red, respectively, on blueprints of Atlantic Coast Line Railroad Company tracings #G-10-16, #G-10-17 and #G-10-18, attached hereto and made a part hereof.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

Recorded June 4 1960.

DEEDS

103

Form [illegible]-Sl-[illegible]

J&B-5426

Warranty Deed-Individual to Corporation

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That I, Margaret R. Brandy, of the County of Colleton in the State aforesaid, for and in consideration of the sum of One Thousand and no/100 Dollars ($1,000.00) to me in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all those places, parcelsor tractsof land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 100 feet wide, being 50 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now located and to be constructed; said strip of land extending northeastwardly from the dividing line between property of the grantor herein and property of West Virginia Pulp and Paper Company, a mean distance of 653 feet, more or less, measured along said center line, to the dividing line between property of the grantor herein and property of said West Virginia Pulp and Paper Company; containing 1.5 acres, more or less; also

A strip of land 100 feet wide, being 50 feet wide on each side of said center line; said strip of land extending northeastwardly from the dividing line between property of the grantor herein and property of West Virginia Pulp and Paper Company, a mean distance of 732 feet, more or less, measured along said center line, to the southerly line of an existing County dirt road; containing 1.7 acres, more or less; also

A strip of land 100 feet wide, being 50 feet wide on each side of said center line; said strip of land extending northeastwardly from the dividing line between property of the grantor herein and property of F. W. Fender, et al, a mean distance of 1,040 feet, more or less, measured along said center line, to the dividing line between property of the grantor herein and property of Florrie S. Scrooder and Jennie Ruth S. Oeser; containing 2.4 acres, more or less; all as shown outlined in red, respectively, on blueprints of Atlantic Coast Line Railroad Company tracings #C-10-16, #C-10-17, and #C-10-18, attached hereto and made a part hereof.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

Recorded June 4 1960.

BOOK 126

J&B-31426 Form 8547-B—Sheet 2

701
103A

And I do hereby bind ~~myself and my~~ heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said ~~Atlantic Coast Line Railroad Company~~, its successors and assigns, against ~~me~~ and ~~my~~ heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS ~~my~~ hand and seal this 3rd day of June 1960

Signed, sealed and delivered in the presence of:

Elaine A. Marable
Gerald C. Smoak

Margaret R. Drawdy (L.S.)
(L.S.)

STATE OF SOUTH CAROLINA,

~~COLLETON~~ COUNTY.

PERSONALLY appeared before me Elaine A. Marable and made oath that ~~she~~ saw the within named Margaret R. Drawdy sign, seal and, as ~~her~~ act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that ~~she~~ with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this the
~~3rd~~ day of June 19~~60~~
Gerald C. Smoak (SEAL)
Notary Public for South Carolina.

Elaine A. Marable

STATE OF SOUTH CAROLINA

COUNTY

NO RENUNCIATION OF DOWER NECESSARY - GRANTOR A WOMAN

I, _____, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ 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 _____ 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 the

_____ day of _____ 19____.

_____
Notary Public for South Carolina.

DEEDS

104

103A

And I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Retired Company its successors and assigns, against me and my heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 3rd day of June, 1960.

Signed, sealed and delivered in the presence of:

Elaine A. Marable — Margaret R. Brandy (L.S.)

Donald C. Smoak (L.S.)

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Elaine A. Marable and made oath that she saw the within named Margaret R. Brandy sign, seal and, as her act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this the 3rd day of June 1960.

Donald C. Smoak (SEAL) — Elaine A. Marable

Notary Public for South Carolina.

STATE OF SOUTH CAROLINA

COUNTY

NO RENUNCIATION OF DOWER NECESSARY - GRANTOR A WOMAN

I, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named 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 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 the day of 19

Notary Public for South Carolina.

BOOK 126

J&B-31426 Form 3547-B—Sheet 1

Warranty Deed-Individual to Corporation

105

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That I, Berry Salley, of the County of Colleton in the State aforesaid, for and in consideration of the sum of One Hundred Forty and no/100 Dollars ($140.00) to me in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all that piece, parcel or tract of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 100 feet wide, being 50 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now located and to be constructed; said strip of land extending northeastwardly from the dividing line between property of the grantor herein and property of Marion Williams and Flossie Williams, a mean distance of 617 feet, more or less, measured along said center line, to the run of a branch, which run is the dividing line between property of the grantor herein and property of the Estate of Sam Salley; containing 1.4 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing #G-10-20, dated April 13, 1960, attached hereto and made a part hereof.

[illegible] RENUNCIATION OF POWER

[illegible] a Notary Public, do hereby certify [illegible] all [illegible] Salley, [illegible] the wife of the [illegible] and upon [illegible] examined by me, did declare that [illegible] without any [illegible] of any person or persons whomsoever [illegible] relinquish unto the [illegible] Atlantic Coast Line Railroad Company, [illegible] successors and assigns, all her interest and estate, and also all [illegible] in or to all and singular the premises within mentioned and released.

Given under [illegible] the

2nd [illegible] 1960.

[illegible]

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

6/9/60 11am

DEEDS

105

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That I, Percy Gelling, of the County of Colleton in the State aforesaid, for and in consideration of the sum of One Hundred Forty-one and 00/100 Dollars ($141.00) to me in hand paid by Atlantic Coast Line Railroad Company a corporation organized and existing under the laws of the State of Virginia the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company its successors and assigns, all that piece, parcel or tract of land lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 100 feet wide, being 50 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now located and to be constructed; said strip of land extending northwesterly from the dividing line between property of the grantor herein and property of Marion Williams and Phoenie Williams, a mean distance of 617 feet, more or less, measured along said center line, to the run of a branch, which run is the dividing line between property of the grantor herein and property of the Estate of Sam Bailey; containing 1.4 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company drawing 60-10-20, dated April 13, 1950, attached hereto and made a part hereof.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company its successors and assigns, forever.

J&B-31426 Form 3547-B—Sheet 2

105A

And I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against me and my heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 2nd day of June 1960

Signed, sealed and delivered in the presence of:

Elaine A. Marable — Berry Salley (L.S.)

Gerald C. Smoak — (L.S.)

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Elaine A. Marable and made oath that she saw the within named Berry Salley sign, seal and, as his act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this the 2nd day of June 1960

Gerald C. Smoak (SEAL)
Notary Public for South Carolina.

Elaine A. Marable

STATE OF SOUTH CAROLINA — RENUNCIATION OF DOWER

COLLETON COUNTY

I, Gerald C. Smoak, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Mabell Salley, the wife of the within named Berry Salley, 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 Atlantic Coast Line Railroad 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 the 2nd day of June 1960

Gerald C. Smoak (SEAL)
Notary Public for South Carolina.

Mabell Salley
her x mark

DEEDS

106

105 A

And I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against me and my heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 2nd day of June, 1960.

Signed, sealed and delivered in the presence of:

Elaine A. Mamble (L.S.)

[illegible] (L.S.)

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Elaine A. Mamble and made oath that she saw the within named Berry Salley sign, seal and, as his act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald G. Snook witnessed the execution thereof.

SWORN to before me this the 2nd day of June 1960.

[illegible] (SEAL)
Notary Public for South Carolina.

Elaine A. Mamble

STATE OF SOUTH CAROLINA RENUNCIATION OF DOWER

COLLETON COUNTY

I, Gerald G. Snook, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Mabell Salley, the wife of the within named Berry Salley, 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 Atlantic Coast Line Railroad 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 the 2nd day of June 1960.

[illegible] (SEAL)
Notary Public for South Carolina.

[illegible]

BOOK 126

J&B-31426 Form 3647-B—Sheet 1

Warranty Deed-Individual to Corporation

107

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That I, Minnie Carter, of the County of Colleton in the State of South Carolina, for and in consideration of the sum of One Thousand Two Hundred Fifty and no/100 Dollars ($1,250.00) to me in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all that piece, parcel or tract of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 80 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now located and to be constructed; said strip of land extending northeastwardly from the dividing line between property of the grantor herein and property of Reba C. O'Keefe, a mean distance of 2,760 feet, more or less, measured along said center line, to the dividing line between property of the grantor herein and property of the Estate of Frank Weans; SAVING AND EXCEPTING, However, that portion of said strip of land lying within lands owned by O. C. Carter, et ux.; the property hereby conveyed containing 5.0 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing #G-10-14, dated April 13, 1960, attached hereto and made a part hereof.

19

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

5 PM

6-16-1960

DEEDS

107

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That I, Jimmie Carter, of the County of Colleton in the State of South Carolina, for and in consideration of the sum of One Thousand Two Hundred Fifty and No/100 Dollars ($1,250.00) cash in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company its successors and assigns, all that piece, parcel or tract of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 50 feet wide, being 50 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now located and to be constructed; said strip of land extending northwesterly from the dividing line between property of the grantor herein and property of Bob C. O'Keefe, a mean distance of 2,760 feet, more or less, measured along said center line, to the dividing line between property of the grantor herein and property of the Estate of Frank Weems; SAVING AND EXCEPTING, however, that portion of said strip of land lying within lands owned by O. C. Carter, et ux.; the property hereby conveyed containing 5.0 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company drawing CO-10-16, dated April 13, 1960, attached hereto and made a part hereof.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

6 - 16 - 1960

BOOK 126

J&B-31426 Form 3547-B—Sheet 2

251

107A

And I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against me and my heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 10th day of June 19 60

Signed, sealed and delivered in the presence of:

Elaine A. Marable

Gerald C. Snoak

Minnie Carter (L.S.)

(L.S.)

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Elaine A. Marable and made oath that she saw the within named Minnie Carter sign, seal and, as her act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald C. Snoak witnessed the execution thereof.

SWORN to before me this the 10th day of June 19 60.

Gerald C Snoak (SEAL)
Notary Public for South Carolina.

Elaine A. Marable

STATE OF SOUTH CAROLINA

COUNTY

NO RENUNCIATION OF DOWER NECESSARY - GRANTOR A WOMAN

I, _____ a Notary Public, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ 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 _____ 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 the _____ day of _____ 19____.

_____
Notary Public for South Carolina.

DEEDS

108

1079

And I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company its successors and assigns, against me and my heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 10th day of June 1960

Signed, sealed and delivered in the presence of:

Elaine A. Marable (L.S.)

[illegible] (L.S.)

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Elaine A. Marable and made oath that she saw the within named Minnie Carter sign, seal and, as her act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald C. Smock witnessed the execution thereof.

SWORN to before me this the 10th day of June 1960

[illegible] (SEAL)

Notary Public for South Carolina.

Elaine A. Marable

STATE OF SOUTH CAROLINA

COUNTY

NO RENUNCIATION OF DOWER NECESSARY - GRANTOR A DOWN

I, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named 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 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 the day of 19

Notary Public for South Carolina.

BOOK 126

&B-31426

Form 3547-B—Sheet 1

Warranty Deed—Individual to Corporation

109

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That we, O. C. Carter and Vernelle R. Carter, of the County of Colleton in the State of South Carolina, for and in consideration of the sum of One Thousand One Hundred Twenty-five Dollars ($1,125.00) xxx to us in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all those pieces, parcels or tracts of land situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 80 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now located and to be constructed; said strip of land extending northeastwardly from the dividing line between property of the grantors herein and property of the Estate of J. G. Saunders, a mean distance of 2,417 feet, more or less, measured along said center line, to the southwestern line of an existing County dirt road; also

That portion of said 80-foot strip of land being bounded on the west by lands of Minnie Carter and on the north by lands of the Estate of Frank Weans; containing together 4.5 acres, more or less, and being as shown outlined in red, respectively, on blueprints of Atlantic Coast Line Railroad Company tracings #G-10-9 and #G-10-14, dated April 13, 1960, attached hereto and made a part hereof.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

50 m

6-10-60

DEEDS

Form 3517-B - Sheet 1

Warranty Deed-Individual to Corporation

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That we, J. C. Carter and Vermelle R. Carter, of the County of Colleton in the State of South Carolina for and in consideration of the sum of One Thousand One Hundred Twenty-Five Dollars (31,125.00) to us in hand paid by Atlantic Coast Line Railroad Company a corporation organized and existing under the laws of the State of Virginia the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company its successors and assigns, all those pieces, parcels or tracts of land situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 80 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now located and to be constructed; said strip of land extending northeastwardly from the dividing line between property of the grantor herein and property of the Estate of J. C. Saunders, a mean distance of 2,417 feet, more or less, measured along said center line, to the southwestern line of an existing County dirt road; also

That portion of said 50-foot strip of land being bounded on the west by lands of Minnie Carter and on the north by lands of the Estate of Frank Weaus; containing together 4.5 acres, more or less, and being as shown outlined in red, respectively, on blueprints of Atlantic Coast Line Railroad Company tracings #C-10-9 and #C-10-14, dated April 13, 1960, attached hereto and made a part hereof.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company its successors and assigns, forever.

6-10-60

BOOK 126

&B-31426

Form 3547-B—Sheet 2

109A

And we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against us and our heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS our hands and seals this 10th day of June, 1960

Signed, sealed and delivered in the presence of:

Elaine A. Marable
Gerald C. Smoak

Vernelle R. Carter (L.S.)
O. C. Carter (L.S.)

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Elaine A. Marable and made oath that she saw the within named O. C. Carter and Vernelle R. Carter sign, seal and, as their act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this the
10th day of June 1960.
Gerald C. Smoak (SEAL)
Notary Public for South Carolina.

Elaine A. Marable

STATE OF SOUTH CAROLINA

RENUNCIATION OF DOWER

COLLETON COUNTY

I, Gerald C. Smoak, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Vernelle R. Carter, the wife of the within named O. C. Carter, 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 Atlantic Coast Line Railroad 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 the
10th day of June 1960
Gerald C. Smoak (SEAL)
Notary Public for South Carolina.

Vernelle R. Carter

DEEDS

110
APD

And we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against us and our heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS our hand & and seal, this 10th day of June 1960.

Signed, sealed and delivered in the presence of:

Elaine A. Matable — Vernelle R. Carter (L.S.)

Gerald C. Smoak — O. C. Carter (L.S.)

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Elaine A. Matable and made oath that she saw the within named O. C. Carter and Vernelle R. Carter sign, seal and, as their act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this the 10th day of June 1960.

Gerald C. Smoak (SEAL) — Elaine A. Matable

Notary Public for South Carolina.

STATE OF SOUTH CAROLINA — RENUNCIATION OF DOWER

COLLETON COUNTY

I, Gerald C. Smoak a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Vernelle R. Carter, the wife of the within named O. C. Carter, 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 Atlantic Coast Line Railroad 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 the 10th day of June 1960.

Gerald C. Smoak (SEAL) — Vernelle R. Carter

Notary Public for South Carolina.

BOOK 126

J&B-31426

Form 3547-B—Sheet 1

Warranty Deed-Individual to Corporation

111

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That I, J. R. Grant, of the County of Colleton in the State of South Carolina for and in consideration of the sum of One Thousand Five Hundred and no/100 dollars ($1,500.00) --- to me in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all that piece, parcel or tract of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 80 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now located and to be constructed; said strip of land extending northeastwardly from the run of Jones Swamp, which run is the dividing line between the property of the grantor herein and property of the Estate of T. J. Beach, a mean distance of 1,815 feet, more or less, measured along said center line, to the southwest line of South Carolina Highway #8-15-24; containing 3.3 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing #G-10-12, dated April 13, 1960, attached hereto and made a part hereof.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

11 am
6-11-60

DEEDS

Warranty Deed-Individual to Corporation

THE STATE OF SOUTH CAROLINA

COUNTY OF Colleton

KNOW ALL MEN BY THESE PRESENTS, That I, J. E. Grant,

of the County of Colleton in the State of South Carolina for and in consideration of the sum of One Thousand Five Hundred and no/100 Dollars ($1,500.00) --- to me in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all that piece, parcel or tract of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 50 feet wide, being 50 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now located and to be constructed; said strip of land extending northeastwardly from the run of Jones Swamp, which run is the dividing line between the property of the grantor herein and property of the Estate of T. J. Bonell, a mean distance of 1,815 feet, more or less, measured along said center line, to the southwest line of South Carolina Highway #5-15-24; containing 3.3 acres, more or less, and being an above outlined in red on blueprint of Atlantic Coast Line Railroad Company drawing #C-10-12, dated April 13, 1950, attached hereto and made a part hereof.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

6-11-50

J&B-31426

Form 3547-B—Sheet 2

1

611

111A

And I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against me and my heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 11th day of June, 1960

Signed, sealed and delivered in the presence of:

Elaine A. Marable

Gerald C. Smoak

J. R. Grant (L.S.)

(L.S.)

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Elaine A. Marable and made oath that she saw the within named J. R. Grant sign, seal and, as his act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this the 11th day of June 1960

Gerald C. Smoak (SEAL)
Notary Public for South Carolina.

Elaine A. Marable

STATE OF SOUTH CAROLINA — RENUNCIATION OF DOWER

COLLETON COUNTY

I, Gerald C. Smoak, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Ida Mae R. Grant, the wife of the within named J. R. Grant, 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 Atlantic Coast Line Railroad 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 the 11th day of June 19 60

Gerald C. Smoak (SEAL)
Notary Public for South Carolina.

Mrs. Ida Mae R. Grant

DEEDS

112

A111

And I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against me and my heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 11th day of June 1960.

Signed, sealed and delivered in the presence of:

Elaine A. Marable (L.S.)

Gerald C. Smoak (L.S.)

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Elaine A. Marable and made oath that she saw the within named J. R. Grant sign, seal and, as his act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this the 11th day of June 1960.

Elaine A. Marable

Gerald C. Smoak (SEAL)

Notary Public for South Carolina.

STATE OF SOUTH CAROLINA RENUNCIATION OF DOWER

COLLETON COUNTY

I, Gerald C. Smoak, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Ida Mae R. Grant, the wife of the within named J. R. Grant, 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 Atlantic Coast Line Railroad 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 the 11th day of June 1960.

Ida Mae R. Grant

Gerald C. Smoak (SEAL)

Notary Public for South Carolina.

BOOK 126

J&B-31426
Warranty Deed-Individual to Corporation

Form 8547-B—Sheet 1

113

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That we, Mattie Lou Weeks, Alice Weeks, Frank Weeks, Nathaniel Weeks, Rivannah Weeks and Wordy W. Weeks, of the County of Colleton in the State aforesaid, for and in consideration of the sum of Seven Hundred Twenty and no/100 Dollars ($720.00) to us in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all that piece, parcel or tract of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 80 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now located and to be constructed; said strip of land extending northeastwardly from the dividing line between property of the grantors herein and properties of Minnie Carter and O. C. Carter, a mean distance of 2,612 feet, more or less, measured along said center line, to the dividing line between property of the grantors herein and property of West Virginia Pulp and Paper Company; containing 4.8 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing #C-10-15, dated April 13, 1960, attached hereto and made a part hereof.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

6-15-60 - loan

DEEDS

113

J&B-3]426 Form 854-B—Sheet 1

Warranty Deed-Individual to Corporation

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That we, Mattie Lou Means, Alice Means, Frank Means, Nathaniel Means, Rivannah Means and Wordy H. Means, of the County of Colleton in the State aforesaid, for and in consideration of the sum of Seven Hundred Twenty and no/100 Dollars ($720.00) to us in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all that piece, parcel or tract of land situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 80 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now located and to be constructed; said strip of land extending northeastwardly from the dividing line between property of the grantors herein and properties of Minnie Carter and O. C. Carter, a mean distance of 2,512 feet, more or less, measured along said center line, to the dividing line between property of the grantors herein and property of West Virginia Pulp and Paper Company; containing 4.8 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing 4C-10-13, dated April 13, 1960, attached hereto and made a part hereof.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

6-15-60

J&B-81426 Form 3547-B—Sheet 2

711
113A

And we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against us and our heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS our hands and seals this 4th day of June, 19 60

Signed, sealed and delivered in the presence of:

Elaine A. Marable
Gerald C. Smoak

Mattie Lou Weans (L.S.)
Mattie Lou Weans

Alice Weans (L.S.)
Alice Weans

Frank Weans (L.S.)
Frank Weans

Nathaniel X Weans (L.S.)
Nathaniel Weans

Rivannah Weans (L.S.)
Rivannah Weans

Wordy W. Weans (L.S.)
Wordy W. Weans

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Elaine A. Marable and made oath that she saw the within named Mattie Lou Weans, Alice Weans, Frank Weans, Nathaniel Weans, Rivannah Weans and Wordy W. Weans sign, seal and, as their act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this the
4th day of June 1960
Gerald C. Smoak (SEAL)
Notary Public for South Carolina.

Elaine A. Marable

STATE OF SOUTH CAROLINA

RENUNCIATION OF DOWER

COLLETON COUNTY

I, ~~Gerald C. Smoak~~, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. ~~Sarah E. Weans and Mrs. Redella A.~~ the wife of the within named ~~Wordy W. Weans and Frank Weans,~~ Weans, did this day appear before me, and upon being privately and separately examined by me, did declare that ~~she~~ they do freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named ~~Atlantic Coast Line Railroad Company,~~ ~~its~~ successors and assigns, all ~~her~~ their interest and estate, and also all ~~her~~ their 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 the
4th day of June 19.60
Gerald C. Smoak (SEAL)
Notary Public for South Carolina.

Sarah E. Weans
Redella A Weans

NO RENUNCIATION OF DOWER NECESSARY AS TO NATHANIEL WEANS, WHO IS UNMARRIED. ALL OTHER GRANTORS ARE WOMEN.

DEEDS

114

113A

Form 3517-B—Sheet 2

14B-31426

And we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against us and our heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS our hand and seal this 4th day of June 1960

Signed, sealed and delivered in the presence of:

Hattie Lou Weans (L.S.)

Alice Weans (L.S.)

Frank Weans (L.S.)

Nathaniel Weans (L.S.)

Elvannah Weans (L.S.)

Wordy W. Weans (L.S.)

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Elaine A. Murdale and made oath that she saw the within named Hattie Lou Weans, Alice Weans, Frank Weans, Nathaniel Weans, Elvannah Weans and Wordy W. Weans sign, seal and, as their act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald G. Smoak witnessed the execution thereof.

SWORN to before me this the 4th day of June 1960.

(SEAL)

Notary Public for South Carolina.

STATE OF SOUTH CAROLINA

COLLETON COUNTY

RENUNCIATION OF DOWER

I, Gerald G. Smoak, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Sarah E. Weans and Mrs. Hedella A. Weans, the within named Wordy W. Weans and Frank Weans, 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 Atlantic Coast Line Railroad 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 the 4th day of June 1960.

(SEAL)

Notary Public for South Carolina.

NO RENUNCIATION OF DOWER NECESSARY AS TO NATHANIEL WEANS, WHO IS UNMARRIED.
ALL OTHER GRANTORS ARE WOMEN.

BOOK 126

115

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

OPTION

For the sum of $ 10.00 to A. W. BEACH in hand paid at and before the sealing and delivery of these presents, by BORIS HURLBUTT the receipt whereof is hereby acknowledged, I, A. W. BEACH have bargained and agreed, and do hereby bargain and agree to sell to the said BORIS HURLBUTT or assigns, the following described property: ALL THAT TRACT OF LAND CONTAINING 225½ ACRES, MORE OR LESS, LOCATED NEAR THE TOWN OF WALTERBORO IN CANE BRANCH DISTRICT AND MORE FULLY DESCRIBED ON PLAT OF SAID PROPERTY PREPARED BY C. E. DuRANT, EXCEPTING 1½ ACRE HOUSE SITE TO BE RESERVED FOR PAUL BEACH, SON OF A. W. BEACH.

for the sum of $ 22,500.00 payable as follows:

$4,000.00 CASH. BALANCE PAYABLE IN EQUAL ANNUAL INSTALLMENTS OF $3,000.00 EACH WITH INTEREST AT 5½% UNTIL THE WHOLE BE PAID.

PROVIDED this option is exercised and accepted within FIFTEEN (15) days from the date hereof.

Purchaser to have thirty days after signing contract to purchase for examination of title

Dated at WALTERBORO, S. C. this 15TH day of JUNE, A. D. 1960

Signed, sealed and delivered in the presence of:

A. W. Beach (L. S.)

Boris Hurlbutt Norma B. Mosley

E. H. Lyon

DEEDS

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON

PERSONALLY appeared before me E. H. DYAL

and made oath that he saw the within named A. W. BEACH

sign, seal and as their act and deed deliver the within written Option; and that he with

NORMA S. MILEY

witnessed the execution thereof.

SWORN to before me, this 15TH day

of JUNE, A. D., 1960

E. H. Dyal

Norma S. Miley

NOTARY PUBLIC FOR SOUTH CAROLINA

State of South Carolina

COUNTY OF

TO

OPTION

Received in office

this day of

A. D., 19

and recorded in book page

R. M. C. or Clerk Court C. P. & G. S.

THE PRESS AND STANDARD, WALTERBORO, S. C.

911

BOOK 126

117

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON

OPTION

For the sum of $ 900.00 to O. T. BENTON

in hand paid at and before the sealing and delivery of these presents, by BORIS HURLBUTT

the receipt whereof is hereby acknowledged, I, O. T. BENTON

have bargained and agreed, and do hereby bargain and agree to sell to the said BORIS HURLBUTT

or assigns, the following described property: ALL THAT TRACT OF LAND CONTAINING 109½ ACRES, MORE OR LESS, SITUATED NEAR PINE GROVE CHURCH ON BLACK CREEK AND BOUNDED ON THE NORTH BY LANDS OF HELEN H. HARDIN, EAST BY LANDS OF W. F. CARRIS AND SHERRILL BLOCKER; SOUTH BY LANDS OF SHERRILL BLOCKER AND WEST BY PUBLIC ROAD AND LANDS OF O. T. BENTON, MORE FULLY DESCRIBED ON PLAT OF SAID PROPERTY PREPARED BY GERALD E. MILEY, JR., REGISTERED LAND SURVEYOR.

the sum of $ 7900.00 payable as follows:

BALANCE OF $7000.00 PAYABLE IN CASH ON OCTOBER 1, 1960.

PROVIDED this option is exercised and accepted within THREE AND ONEHALF (3½) MONTHS from the date hereof.

Purchaser to have thirty days after signing contract to purchase for examination of title

Dated at WALTERBORO, S. C. this day of JUNE, A. D. 19 60

Signed, sealed and delivered in the presence of: O. T. Benton (L. S.)

J. E. Benton

C. B. Wilson

6/20/60 3 PM

DEEDS

STATE OF SOUTH CAROLINA,
COUNTY OF Carleton

PERSONALLY appeared before me J. E. Benton
and made oath that he saw the within named J. E. Benton

sign, seal and as their act and deed deliver the within written Option; and that he with
C. B. Ulmer
witnessed the execution thereof.

SWORN to before me, this 15 day
of June, A. D., 1926
Hubert P. Ulmer

J. E. Benton

State of South Carolina
COUNTY OF

TO

OPTION

Received in office
this day of
A. D., 19
and recorded in book page
R. M. C. or Clerk Court C. P. & G. S.

THE PRESS AND STANDARD, WALTERBORO, S. C.

8 1/2

BOOK 126

State of South Carolina,
County of Colleton

March -- 1960

KNOW ALL MEN BY THESE PRESENTS that I (We) The Walterboro-Colleton County Airport Commisson by H.H.Sweat, Chairman and F.W. Campbell, Secretary

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

One hundred ---- (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Now or formerly, Fishburne, Langford and others;

Easterly by lands of various and sundry owners and S.C.Highway No. 640, also known as the Givhan's Ferry Road;

Southerly by lands of the Walterboro-ColletonCounty Airport Commission, part of the same tract;

Westerly by lands of Ireland Creek and lands of other property owners; the center line of the said right-of-way which is hereby granted, 50' on each side, runs from the northwestern boundary in a southeasterly direction, as shown on plat recorded in book 220A, in the R. M. C. Office for Colleton County.

It is hereby stipulated and agreed thatthis Agreement superseces the Right-of-way grant from the Walterboro-Colleton County Airport Commission to the S.C. Electric and Gas Company, which was recorded on the 18th day of April 1959, in deed book 123, at page 545 in the R. M. C. Office for Colleton County

Probided, however, that by the acceptance of this Easement, grantee shall save harmless and defend the grantor from any suit in law or equity arising out of the use hereunder and this entire agreement is subject to the privisions and terms of the agreement between Walterboro-Colleton County Airport Commission and the United States Government whereunder the said land was acquired and upon seee *

Wether with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tleovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of One and no/100 ----- Dollars ($1.00) within One (1) year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WALTERBORO-COLLETON COUNTY AIRPORT COMMISSION
BY: H. H. Sweat, Chairman (SEAL)
F. W. Campbell, Secretary (SEAL)

WITNESS:

Agnes Walker (SEAL)
Mazie H. Guilford (SEAL)

(SEAL)

notice of the appropriate agencey of the United States Government (SEAL)
he grantee shall at his own expense remove ~~xx~~ or alter any structure
hich may be deemed aviation obstructions to meeet the approval of (SEAL)
he said Federal Agency.

(SEAL)

Form RW-1-SC-1-58

Rec. ~~6/23/~~ 6/22/60 - A. B. Crosby, Clerk - 9 AM

DEEDS

120

State of South Carolina,

County of .....

Personally appeared before me ..... and made oath that he saw the within named .....

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with ..... in the presence of each other, witnessed the due execution thereof.

Sworn to before me this ..... day of ....., 19....

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

..... County.

Personally appeared before me ..... and made oath that he saw the within named .....

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with ..... in the presence of each other, witnessed the due execution thereof.

Sworn to before me this ..... day of ....., 19....

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

Colleton County.

Personally appeared before me Mazie H. Guilford and made oath that she saw the within named Walterboro-Colleton County Airporat Commissio by the hand of H. H. Sweat, Chairman, and F.W.Campbell, Secretary sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that she with Agnes Walker witnessed the execution thereof and subscribed their names as witnesses thereto.

Sworn to and subscribed before me, this 7 day of March A. D., 19 60

Mary Alice Seigler (L. S.)
(seal affixed) NP for S. C.

Mazie H. Guilford

State of South Carolina,

County of .....

RENUNCIATION OF DOWER

I, ..., do hereby certify unto all whom it may concern that Mrs. ....., the wife of the within named ....., 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 South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also 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 ..... day of ....., 19....

Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: ....., 19....

Received in the Clerk's Office of the County of ..... South Carolina, on the ..... day of ..... A. D. 19.... at ..... o'clock in the ..... noon and recorded in Book ..... of Deeds for said County on page .....

BOOK 126

121

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE St. George-Ritter 115 KV
ACCT. NO. W. O. 4456-150
CHECK NO. _____ March - - -, 19 60

The undersigned hereby acknowledge receipt of timely payment of _____
One and no/100 ------- Dollars ($ 1.00),
as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated March 60, 19___, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:
Mazie H. Guilford
Agnes Walker

WALTERBORO-COLLETON COUNTY AIRPORT COMMISSION
by: H. H. Sweat, Chairman (SEAL)
F. W. Campbell, Secretary (SEAL)
_____ (SEAL)
_____ (SEAL)

State of South Carolina,
County of _____ } ss

Personally appeared before me _____
and made oath that he saw the within named _____ sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with _____ in the presence of each other, witnessed the due execution thereof.

Sworn to before me this _____ day of _____, 19___

_____
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
Colleton County.

Personally appeared before me Mazie H. Guilford
and made oath that she saw the within named Walterboro-Colleton County Airport Commission by the hand of H. H. Sweat, Chariman and F. W. Campbell, Secty. sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that she with Agnes Walker witnessed the execution thereof and subscribed their names as witnesses thereto.

Sworn to and subscribed before me, this -
day of March A. D., 19 60
Mary Alice Seigler (L. S.)
Seal affixed
Notary Public for South Carolina

Mazie H. Guilford

Form RW-3-SC-12-52

Rec. 6/22/60 - 9 AM

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of ....., South Carolina, on the ..... day of ..... A. D. 19....., at ..... o'clock in the ..... and recorded in Book ..... of Deeds for said County on page .....

DEEDS

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123

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

Contract of Sale

RECEIVED from William C. Watkins

of Walterboro, South Carolina, the sum of Two Hundred Fifty and

No/100 ($ 250.00) Dollars, as a part payment on account of the purchase of the following described property, to-wit:

All that piece, parcel or tract of land, with the buildings and improvements thereon, situate, lying and being in Wolfe Creek School District, Colleton County, South Carolina, measuring and containing three (3) acres, and bounded as follows, to-wit: Measuring One Thousand forty-four (1044) feet on the North and being bounded thereon by Lot of William S. Robertson, Jr., said lot being designated as Lot "A"; measuring One hundred twenty-five (125) feet on the East and being bounded thereon by State Highway No. 644, known as the Mt. Carmel Highway; measuring One Thousand forty-four (1044) feet on the South and being bounded thereon by Lot owned by Norma Jean L. Peters, same being designated as Lot "C"; measuring One hundred twenty-five (125) feet on the West and being bounded thereon by other land of C. E. Craven, Jr. This lot is designated as Lot "B".

Being the same property conveyed to Ralph P. Beasley by Deed of LaDorn Craven dated August 28, 1958, and recorded in Deed Book 123, page 79, Office of the Clerk of Court for Colleton County, and conveyed by Ralph P. Beasley to First Federal Savings and Loan Association of Beaufort by Deed of record in the Office of the Clerk of Court for Colleton County.

For Assignment
see Page 171 this Book

CANCELLATION

STATE OF SOUTH CAROLINA.
COUNTY OF BEAUFORT.
The Within referred to Sales Contract has been ~~xxxxxxxxx~~, carried to completion by the Conveyance of the Property heferred to therein to the within Wendell M.Smoak and Vernelle C.Smoak, by Deed from First Feddral Savings and Loan Assn. of Beaufort, Dated March 6, 1963, thereby it is mutually agreed that the said Contract has been Complèed with and hereby terminated and of no further force and effect.
In witness whereof, the Parthes hereto have set their hands and Seals this 6th day of March 1963.
Witness.
Wendell O.Adams.
Myrtle G.Epps.

Wendell M.Smoak (SEAL.)

First Federal Savings and Loan Association of Beaufort
(SEAL.)
BY: Calhoun Thomas. President.

Recorded March 7th, 1963, at 9 A.M.

6/30/60 - gaw

DEEDS

123A

Upon the payment unto First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, of the further sum of Four Thousand Three Hundred Fifty and No/100 ($ 4,350.00) Dollars, with interest from date at the rate of six (6%) percent per annum, until paid in full; subject to the recitals hereinafter set forth, the said First Federal Savings and Loan Association of Beaufort, Seller, covenants and agrees, and binds itself and its successors and assigns, to convey the above described real property unto the said William C. Watkins (his) (her) (their) heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple warranty, free from encumbrances. The said principal and interest shall be payable at the office of First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, in monthly installments of Forty-five and No/100 ($ 45.00) Dollars each, commencing on the first day of August, 19 60, and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) percent per annum. The said monthly payments shall be applied as follows, to-wit: First, to the payment of interest due on the said Contract of Sale, computed monthly. Second, to the payment by the Association of such taxes, assessments, or insurance as shall from time to time become due on the property pledged to secure this Contract of Sale during the terms thereof, with interest thereon at the rate of six percent (6%) per annum. Third, the balance of the said amount to the payment to that extent as a credit as of that date on the principal of this obligation. Said payments to continue until the principal and interest, taxes and insurance, with interest as herein provided, are paid in full.

The Grantee(s) agree(s) to pay for the documentary stamps to be affixed to the Deed in connection with this Agreement.

It is understood and agreed that the within William C. Watkins shall have the use of the above described premises from this date pending the performance of the terms of the within Contract by (him) (her) (them). Upon failure of the said William C. Watkins to comply with the terms hereof and the recitals herein contained, the First Federal Savings and Loan Association of Beaufort, its successors and assigns, is to have the right to retain the amount, or amounts, paid under the terms of this Contract, and to enforce the performance of this Contract according to Law.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President, and attested by Carl R. Hookstra, its Secretary-Treasurer, and its Corporate Seal to be hereto affixed, this 24th day of June, 19 60, and witness the Hand and Seal of the within William C. Watkins this 24th day of June, 19 60

Signed, Sealed and Delivered in Presence of:

Myrtle Epps

Marjorie T. Brown

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas

CALHOUN THOMAS, *President.*

ATTEST:

Wm. J. Thomas

CARL R. HOOKSTRA, *Secretary-Treasurer.*

Wm. J. Thomas, Loan Officer

Marguerite D Kinard

Osbourne K Linder

William C. Watkins (SEAL)

William C. Watkins *Purchaser.*

(SEAL)

Purchaser.

DEEDS

BOOK 126

-Page Three-

123B

STATE OF SOUTH CAROLINA,
COUNTY OF BEAUFORT

PERSONALLY appeared before me Marjorie T. Brown who, on oath, says that she saw the within-named First Federal Savings and Loan Association of Beaufort, by Calhoun Thomas, its President, sign the within Sales Contract, and Carl R. Hookstra, its Secretary-Treasurer, attest the same, and the said Corporation, by said officers, seal said Contract, and, as its act and deed, deliver the same, and that she with Myrtle G. Epps witnessed the execution thereof.

Marjorie T. Brown
Marjorie T. Brown

SWORN to before me, this 24th day of June, 1960

Myrtle G. Epps
Myrtle G. Epps (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

PERSONALLY appeared before me Marguerite S. Kinard and made oath that she saw the within-named William C. Watkins sign, seal, and, as his act and deed, deliver the within-written Sales Contract; and that she with Osborne H. Rhodes witnessed the execution thereof.

Marguerite S. Kinard

SWORN to before me, this 28th day of June, 1960

Osborne H. Rhodes (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

I, _____, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within-named William C. Watkins, 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 First Federal Savings and Loan Association of Beaufort, 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 _____ _____ (SEAL)

day of June, A. D. 1960

_____ (SEAL)
Notary Public for South Carolina.

7-129

STATE OF SOUTH CAROLINA,

COUNTY OF Colleton

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

William C. Watkins

CONTRACT OF SALE

I hereby certify that the within Contract has been

this _____ day of _____, A. D.

19____, recorded in my office in Book _____,

of _____, Page _____

Clerk of the Court of Common Pleas and General

Sessions for _____ County.

DEEDS

124

BOOK 126

J&B #1426

Form 3547-B—Sheet 1

Warranty Deed-Individual to Corporation

125

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That I, W. H. Saunders, of the County of Colleton in the State of South Carolina, for and in consideration of the sum of One Thousand and no/100 Dollars ($1,000.00) ---------- to me in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all that piece, parcel or tract of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 80 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now constructed; said center line being described as beginning at a point in the center line of the Atlantic Coast Line Railroad Company's main track, which point is distant 364.7 feet southeastwardly, measured along the center line of said main track, from mile post MF-447; running thence northwestwardly along a #10 turnout to the right, 88.7 feet to a point of curve; thence northwardly along an 8° 00' curve to the right and being tangent to the preceding course, 1,029.58 feet to a point of tangent; thence northeastwardly, tangent to the preceding curve, 72.9 feet to the point of switch at the junction of said railroad track (east leg of the Atlantic Coast Line Railroad Company's wye track) and the west leg of said wye track; thence northeastwardly, tangent to the preceding course and along the center line of the stem of said wye track, 4.8 feet to a point in the dividing line between the property of the grantor herein and property of O. H. Rhodes, et al; said strip of land extending northwardly and northeastwardly from the northeastern boundary line of the right-of-way of said main track, which right-of-way is 60 feet wide on each side of the center line of said main track, a mean distance of 831 feet, more or less, measured along the first-mentioned center line, to said dividing line; saving and excepting, however, that portion of said strip of land lying northwest of the dividing line between the property of the grantor herein and property of Connie Fralix; containing 1.4 acres, more or less, and being as shown in red on blueprint of Atlantic Coast Line Railroad Company tracing #C-10-6, dated April 13, 1960, attached hereto and made a part hereof.

It is understood and agreed that should the track be removed from said right-of-way and said right-of-way be abandoned, the property herein described will revert to the grantor herein, his heirs and assigns.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

12 m

7-28-60

DEEDS

Warranty Deed-Individual to Corporation. 1958 Printing. Form 8217-H—Shipyard

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That I, W. H. Saunders,

of the County of Colleton in the State of South Carolina, for and in consideration of the sum of One Thousand and no/100 Dollars ($1,000.00) to me in hand paid by Atlantic Coast Line Railroad Company a corporation chartered and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all that piece, parcel or tract of land situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 85 feet wide, being 40-feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now constructed, and center line being described as beginning at a point in the center line of the Atlantic Coast Line Railroad Company's main track, which point is distant 506.7 feet northwardly, measured along the center line of said main track, from mile post No. 47, running thence northwardly along a 5730 curve to the right, 93.1 feet to a point of curve; thence continuously along an 8° 00' curve to the right and being tangent to the preceding course, 1,052.38 feet to a point of tangent; thence northwardly, tangent to the preceding curve, 72.3 feet to the point of switch at the junction of said railroad track (mile post No. 47) of the Atlantic Coast Line Railroad Company's main track) and the west leg of said wye track; thence northeastwardly, tangent to the preceding course and along the center line of the stem of said wye track, 4.8 feet to a point in the dividing line between the property of the grantor herein and property of O. H. Bowden, et al, said point of land extending northwardly and northeastwardly from the northeastern boundary line of the right-of-way of said main track, which right-of-way is 50 feet wide on each side of the center line of said main track, a mean distance of 881 feet, more or less, measured along the aforementioned center line, to said dividing line; having and excepting, however, that portion of said strip of land lying northwest of the dividing line between the property of the grantor herein and property of Combs Fertilizer Company 1.4 acres, more or less, and being as shown in red on blueprint of Atlantic Coast Line Railroad Company tracing #C-10-6, dated April-13, 1960, attached hereto and made a part hereof.

It is understood and agreed that should the track be removed from said right-of-way and said right-of-way be abandoned, the property herein described will revert to the grantor herein, his heirs and assigns.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

J&B-31426 Form 3547-B—Sheet 2

J21
125A

And I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against me and my heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 27th day of July, 1960

Signed, sealed and delivered in the presence of:

Elaine A. Marable
Gerald C. Smoak

W. H. Saunders (L.S.)
(L.S.)

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Elaine A. Marable and made oath that she saw the within named W. H. Saunders sign, seal and, as his act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this the 27th day of July 1960.

Gerald C. Smoak (SEAL)
Notary Public for South Carolina.

Elaine A. Marable

STATE OF SOUTH CAROLINA

RENUNCIATION OF DOWER

COLLETON COUNTY

I, Gerald C. Smoak, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Ruth J. Saunders, the wife of the within named W. H. Saunders, 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 Atlantic Coast Line Railroad 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 the 27th day of July 1960.

Gerald C. Smoak (SEAL)
Notary Public for South Carolina.

Ruth J. Saunders

DEEDS

126

125A

And I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against me and my heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 27th day of July, 1960.

Signed, sealed and delivered in the presence of:

Elaine A. Marable (L.S.)

[signature] (L.S.)

STATE OF SOUTH CAROLINA.

COLLETON COUNTY.

PERSONALLY appeared before me Elaine A. Marable and made oath that she saw the within named W. H. Saunders sign, seal and, as his act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this the 27th day of July, 1960.

Elaine A. Marable

[signature] (SEAL)

Notary Public for South Carolina.

STATE OF SOUTH CAROLINA RENUNCIATION OF DOWER

COLLETON COUNTY

I, Gerald C. Smoak, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Ruth J. Saunders, the wife of the within named W. H. Saunders, 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 Atlantic Coast Line Railroad 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 the 27th day of July, 1960.

[signature] (SEAL)

Notary Public for South Carolina.

BOOK 126

J&B-81426

Form 3547-B—Sheet 1

Warranty Deed-Individual to Corporation

127

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That I, Kathleen Fogartie of the County of Greenville in the State of South Carolina, for and in consideration of the sum of Two Hundred Fifty and no/100 Dollars ($250.00) to me in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all that piece, parcel or tract of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 80 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now constructed; said center line being described as beginning at a point in the dividing line between the property of the grantor herein and property of Cecil M. Padgett; running thence northeastwardly 280 feet, more or less, to a point of curve; thence northeastwardly, along a 3° 00' curve to the left and being tangent to the preceding course, 943.3 feet to a point of tangent; thence northeastwardly, tangent to the preceding curve, 109 feet, more or less, to the southern line of an existing county dirt road; said strip of land extending northeastwardly from said dividing line, a mean distance of 1,332.3 feet, more or less, to said road line; containing 2.5 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing #G-10-10, dated April 13, 1960, attached hereto and made a part hereof.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

2 Pm

8-1-60

DEEDS

Form 3517-B—Sheet 1

Warranty Deed-Individual to Corporation

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That I, Nathan Fogarty of the County of Greenville in the State of South Carolina, for and in consideration of the sum of Two Hundred Fifty and no/100 Dollars ($250.00) to me in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all that piece, parcel or tract of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 80 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now constructed; said center line being described as beginning at a point in the dividing line between the property of the grantor herein and property of Cecil M. Padgett; running thence northeastwardly 280 feet, more or less, to a point of curve; thence northeastwardly, along a 3° 00' curve to the left and being tangent to the preceding course, 243.3 feet to a point of tangent; thence northeastwardly, tangent to the preceding curve, 109 feet, more or less, to the southern line of an existing county dirt road; said strip of land extending northeastwardly from said dividing line, a mean distance of 1,332.3 feet, more or less, to said road line; containing 2.5 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing 40-10-10, dated April 13, 1960, attached hereto and made a part hereof.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company its successors and assigns, forever.

BOOK 126

J&B-31426 Form 3547-B—Sheet 2

127A

And I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against me and my heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 29th day of July, 19 60.

Signed, sealed and delivered in the presence of:

James C. Parham, Jr. Kathleen Fogarty (L.S.)

Evelyn Hooper (L.S.)

STATE OF SOUTH CAROLINA,

GREENVILLE COUNTY.

PERSONALLY appeared before me James C. Parham, Jr. and made oath that he saw the within named Kathleen Fogarty sign, seal and, as her act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that he with Evelyn Hooper witnessed the execution thereof.

SWORN to before me this the 29th day of July, 19 60.

Evelyn Hooper (SEAL)
Notary Public for South Carolina.

James C. Parham, Jr.

STATE OF SOUTH CAROLINA

COUNTY

NO RENUNCIATION OF DOWER NECESSARY - GRANTOR A WOMAN

I, _____, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ 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 _____ 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 the _____ day of _____ 19___.

_____
Notary Public for South Carolina.

DEEDS

128
137A

And I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company its successors and assigns, against me and my heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 29th day of July, 19 60.

Signed, sealed and delivered in the presence of:

[signature] Kathleen Fogarty (L.S.)

[signature] (L.S.)

STATE OF SOUTH CAROLINA,

GREENVILLE COUNTY.

PERSONALLY appeared before me James C. Parham, Jr. and made oath that he saw the within named Kathleen Fogarty sign, seal and, as her act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that he with Evelyn Hooper witnessed the execution thereof.

SWORN to before me this the 29th day of July, 19 60

[signature] (SEAL)

Notary Public for South Carolina.

STATE OF SOUTH CAROLINA

COUNTY

NOTARY PUBLIC

NOTARY PUBLIC, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named 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 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 the day of 19

Notary Public for South Carolina.

BOOK 126

J&B-31426 Form 3547-B—Sheet 1

Warranty Deed-Individual to Corporation

129

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That I, Cecil M. Padgett, of the County of Colleton in the State of South Carolina, for and in consideration of the sum of Four Hundred Forty and no/100 Dollars ($440.00) to me in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all that certain piece, parcel or tract of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 80 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now constructed; said strip of land extending northeastwardly from the dividing line between property of the grantor herein and property of the Estate of M. Floyd Beach, Jr., a mean distance of 1,220 feet, more or less, measured along said center line, to the dividing line between property of the grantor herein and property of Kathleen Fogartie; containing 2.2 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing #G-10-10, dated April 13, 1960, attached hereto and made a part hereof.

STATE OF SOUTH CAROLINA RENUNCIATION OF DOWER

COLLETON COUNTY

I, Gerald C. [illegible], a Notary Public, do hereby certify unto all whom it may concern that Mrs. [illegible] Padgett, the wife of the within named Cecil M. Padgett, 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, [illegible] Atlantic Coast Line Railroad [illegible] all her interest and estate, and also all her [illegible] the premises within mentioned and released.

Given [illegible] have and seal this the [illegible] 13 [illegible]

[illegible] (SEAL)

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

5 Pm

Recorded Aug 11 - 1960

DEEDS

J&B-31426 Form 3517-B—Sheet 1

Warranty Deed-Individual to Corporation

129

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That I, Geoff M. Padgett, of the County of Colleton in the State of South Carolina, for and in consideration of the sum of Four Hundred Forty and no/100 Dollars ($440.00) to ~~me~~ in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all that certain piece, parcel or tract of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 30 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now constructed; said strip of land extending northeastwardly from the dividing line between property of the grantor herein and property of the Estate of N. Floyd Beach, Jr., a mean distance of 1,220 feet, more or less, measured along said center line, to the dividing line between property of the grantor herein and property of Kathleen Fogartie; containing 2.2 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing #C-10-10, dated April 13, 1960, attached hereto and made a part hereof.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

Recorded Aug 11 - 1960

J&B-31426 Form 3547-B—Sheet 2

021

129A

And I do hereby bind ~~myself and my~~ heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said ~~Atlantic Coast Line Railroad Company~~ it its successors and assigns, against ~~me~~ and ~~my~~ heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS ~~my~~ hand and seal this ~~11th~~ day of ~~August~~ 19~~60~~

Signed, sealed and delivered in the presence of:

Robert R. Padgett — Cecil M. Padgett (L.S.)

Gerald C. Smoak — (L.S.)

STATE OF SOUTH CAROLINA,

~~COLLETON~~ COUNTY.

PERSONALLY appeared before me Robert R. Padgett. and made oath that ~~he.~~ saw the within named ~~Cecil M. Padgett~~ sign, seal and, as ~~his~~ act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that ~~he.~~ with Gerald C. Smoak. witnessed the execution thereof.

SWORN to before me this the ~~11th~~ day of ~~August~~ 19~~60~~.

Gerald C. Smoak (SEAL)
Notary Public for South Carolina.

Robert R. Padgett

STATE OF SOUTH CAROLINA — RENUNCIATION OF DOWER

~~COLLETON~~ COUNTY

I, ~~Gerald C. Smoak~~, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. ~~Lillie A. Padgett,~~ the wife of the within named ~~Cecil M. Padgett,~~ 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 ~~Atlantic Coast Line Railroad 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 the ~~11th~~ day of ~~August~~ 19~~60~~.

Gerald C. Smoak (SEAL)
Notary Public for South Carolina.

Lillie A. Padgett

DEEDS

130

19 PA

And I do hereby bind myself and my executors and administrators, to warrant and forever defend all and singular the said premises unto the Atlantic Coast Line Railroad Company, its successors and assigns, against me and my heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 11th day of August, 1960.

Signed, sealed and delivered in the presence of:

[signature] (L.S.)

[signature] (L.S.)

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Robert R. Padgett and made oath that he saw the within named Cecil M. Padgett sign, seal and, as his act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that he with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this the 11th day of August 1960.

[signature] (SEAL)

Notary Public for South Carolina.

STATE OF SOUTH CAROLINA RENUNCIATION OF DOWER

COLLETON COUNTY.

I, Gerald C. Smoak, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Lillie A. Padgett, the wife of the within named Cecil M. Padgett, 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 Atlantic Coast Line Railroad 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 the 11th day of August 1960.

[signature] (SEAL)

Notary Public for South Carolina.

BOOK 126

131

INDENTURE, made this 1st day of August, 19 60, by and between
Thomas H. Mitchell

of the Red Oak Section of Colleton County, and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee, Grantors, being the owners of land situate in the County of Colleton, State of South Carolina, which said land abuts on the street or highway known as S.C. Hwy S-15-35 and is bounded

Northerly by lands of Lizzie Rhode Easterly by lands of SC Hwy S-15-35

Southerly by lands of Colleton County Westerly by lands of Herman Adams

hereby grant and convey to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, maintain and operate an electric line consisting of poles, conductors, overhead and underground lightning protective wires, private communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across and under said land along the said street or highway and/or on my or our land described as follows: Line to run Hwy S-15-35 and to be one foot (1') on private property for a distance of 375 feet (approx)

Together with the right from time to time to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to remove said line or any part thereof.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within ten (10) feet of any wire strung on said line; provided, however, any damage to the property of Grantors (other than that caused by said trimming, cutting or removing) caused by Grantee in maintaining or repairing said line, shall be borne by Grantee. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have caused this indenture to be duly executed the day and year first above written.

WITNESS:

H. C. Hutson, Jr.,
L. O. Darby, Jr.,

Thomas H. Mitchell (SEAL)
(SEAL)
(SEAL)
(SEAL)

8/10/60 - 9 AM

Form SW-4-S.C.-1-58

DEEDS

132

State of South Carolina,
County of Colleton } ss

Personally appeared before me H. C. Hutson, Jr.
and made oath that he saw the within named Thomas H. Mitchell sign, seal and as his act and deed deliver the within instrument for the uses and purposes therein mentioned, and that he with L. O. Darby in the presence of each other, witnessed the due execution thereof.

H. C. Hutson, Jr.,

Sworn to before me this 1st day of August, 19 60
J. D. Shillito (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)
Notary Public for

RENOUNCEMENT OF DOWER

State of South Carolina,
County of Colleton } ss

I, J. D. Shillito, Notary Public for S. C., do hereby certify unto all whom it may concern that Ruby R. Mitchell, the wife of the within named Thomas H. Mitchell, 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 South Carolina Electric & Gas Company, her heirs and assigns, all her interests and estate, and also all her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Ruby R. Mitchell

Given under my hand and seal this 1st day of August 1960, 19
J. D. Shillito (seal affixed)
Notary Public for S. C.

RIGHT OF WAY GRANT

Line:
County:

TO

South Carolina Electric & Gas Company

Dated: , 19

Received in the Clerk's Office of the County of , South Carolina, on the day of A. D. 19 , at o'clock in the noon and recorded in Book of Deeds for said County on page

(SEAL)
Notary Public for South Carolina

BOOK 126

133

INDENTURE, made this 1st day of August, 1960, by and between

B. R. Smith

of the City of Cottageville, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee, Grantors, being the owners of land situate in the County of Colleton, State of South Carolina, which said land abuts on the street or highway known as SC Hwy S-15-35 and is bounded Northerly by lands of Thomas H. Mitchell, Easterly by lands of E. M. Spell, Southerly by lands of E. M. Spell, Westerly by lands of SC Hwy S-15-35 hereby grant and convey to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, maintain and operate an electric line consisting of poles, conductors, overhead and underground lightning protective wires, private communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across and under said land along the said street or highway and/or on my or our land described as follows: Line to follow paved road (S-15-35) in a northerly direction and to be one foot (1') on private property.

Together with the right from time to time to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to remove said line or any part thereof.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within ten (10) feet of any wire strung on said line; provided, however, any damage to the property of Grantors (other than that caused by said trimming, cutting or removing) caused by Grantee in maintaining or repairing said line, shall be borne by Grantee. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have caused this indenture to be duly executed the day and year first above written.

WITNESS:

H. C. Hutson, Jr.

T. O. Darby

B. R. Smith (SEAL)

(SEAL)

(SEAL)

(SEAL)

8/10/60 - 9 AM

Form SW-4-S.C.-1-60

134

State of South Carolina,
County of Colleton

Personally appeared before me H.C.Hutson, Sr., and made oath that he saw the within named B. R. Smith sign, seal and as his act and deed deliver the within instrument for the uses and purposes therein mentioned, and that he with L. O. Darby in the presence of each other, witnessed the due execution thereof.

H. C. Hutson, Jr.,

Sworn to before me this 1st day of August, 19 60
J. D. Shillito (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)
Notary Public for

RENOUNCEMENT OF DOWER

State of South Carolina,
County of Colleton

I, J. D. Shillito, Notary Public for S. C., do hereby certify unto all whom it may concern that Mildred W. Smith, the wife of the within named B. R. 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 South Carolina Electric & Gas Company, her heirs and assigns, all her interests and estate, and also all her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Mildred W. Smith

Given under my hand and seal this 1st day of August, 19 60

J. D. Shillito (seal affixed)
Notary Public for S. C.

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Line:
County:
Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

Notary Public for South Carolina.

BOOK 126

135

INDENTURE, made this 3rd day of August, 19 60, by and between Howard Wilson

of the ____ of ____, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee, Grantors, being the owners of land situate in the County of Colleton, State of South Carolina, which said land abuts on the street or highway known as US Hwy 15 and is bounded Northerly by lands of Lucas C. Padgett Easterly by lands of Colleton County Airport Commm. Southerly by lands of Jefferies & McLeod ~~Lucas C. Padgett~~ Westerly by lands of U. S. Hwy 15 hereby grant and convey to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, maintain and operate an electric line consisting of poles, conductors, overhead and underground lightning protective wires, private communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across and under said land along the said street or highway and/or on my or our land described as follows: Line to follow ~~my~~ along ~~property line between Lucas Padgett and Howard Wilson from U. S. Hwy 15 and~~ in an easterly direction for a distance of approximately 2000 feet.

Together with the right from time to time to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to remove said line or any part thereof.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within ____( ) feet of any wire strung on said line; provided, however, any damage to the property of Grantors (other than that caused by said trimming, cutting or removing) caused by Grantee in maintaining or repairing said line, shall be borne by Grantee. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have caused this indenture to be duly executed the day and year first above written.

WITNESS:

H. C. Hutson, Jr.,
A. W. Williams

C. Howard Wilson (SEAL)

(SEAL)

(SEAL)

(SEAL)

8/16/60 - 9 AM

Form RW-4-S.C.-1-60

DEEDS

136

State of South Carolina,

County of Charleston } ss

Personally appeared before me H. C. Hutson, Jr.,

and made oath that he saw the within named Howard Wilson sign, seal and as his act and deed deliver the within Right of way Grant for the uses and purposes therein mentioned, and that he with A. W. Williams in the presence of each other, witnessed the due execution thereof.

H. C. Hutson, Jr.,

Sworn to before me this 3rd day of August 1960, 19

Margaret Simons (seal affixed)

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County. }

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this }

day of A. D., 19 }

(L. S.)

Notary Public for

RENOUNCEMENT OF DOWER

State of South Carolina,

County of } ss

I, , do hereby certify unto all whom it may concern that , the wife of the within named , 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 South Carolina Electric & Gas Company, her heirs and assigns, all her interests 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 day of , 19

Notary Public for S. C.

Line:

County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: , 19

Received in the Clerk's Office of the County of , South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

137

INDENTURE, made this 3rd day of August, 19 60, by and between Mrs. Lucas C. Padgett

of the _____ of _____, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee, Grantors, being the owners of land situate in the County of Colleton, State of South Carolina, which said land abuts on the street or highway known as U. S. Hwy 15 and is bounded Northerly by lands of Fishburne & Langford Easterly by lands of Colleton County Airport Commis Southerly by lands of Howard Wilson Westerly by lands of U. S. Hwy 15 hereby grant and convey to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, maintain and operate an electric line consisting of poles, conductors, overhead and underground lightning protective wires, private communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across and under said land along the said street or highway and/or on my or our land described as follows: Line 50 follow along property line between Mrs. Lucas Padgett and ~~easterly direction~~ Howard Wilson from U. S. Hwy 15 in an easterly direction for a distance of approximately 2000 feet and turn in a northerly direction on lands of Lucas C. Padgett for a distance of approximately 810 feet.

Together with the right from time to time to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to remove said line or any part thereof.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within ten (10) feet of any wire strung on said line; provided, however, any damage to the property of Grantors (other than that caused by said trimming, cutting or removing) caused by Grantee in maintaining or repairing said line, shall be borne by Grantee. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have caused this indenture to be duly executed the day and year first above written.

WITNESS:

H. C. Hutson, Jr., — Mrs. Lucas C. Padgett (SEAL)

A. W. Williams — (SEAL)

(SEAL)

8/16/60 - 9 AM — (SEAL)

Form RW-4-S.C.-1-48

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State of South Carolina,

County of Charleston

Personally appeared before me H. C. Hutsn, Jr.,

and made oath that he saw the within named Mrs. Lucas C. Padgett sign, seal and as his act and deed deliver the within Right of Way Grant for the uses and purposes therein mentioned, and that he with S. W. Williams in the presence of each other, witnessed the due execution thereof.

H. C. Hutson, Jr.,

Sworn to before me this 3rd day of August, 19 60

Margaret Simons (seal affixed)

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this

day of A. D., 19

(L. S.)

Notary Public for

RENOUNCEMENT OF DOWER

State of South Carolina,

County of

I, , do hereby certify unto all whom it may concern that , the wife of the within named , 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 South Carolina Electric & Gas Company, her heirs and assigns, all her interests 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 day of , 19

Notary Public for S. C.

Line:

County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: , 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 , at o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 126

J&B 31426 Form 3547-B—Sh. 1

Warranty Deed-Individual to Corporation

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THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That we, Florrie S. Schroeder of the County of Charleston in the State of South Carolina, and Jennie Ruth S. Orser, of the County of Contra Costa in the State of California, for and in consideration of the sum of Fifty and no/100 ($50.00) Dollars to us in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all that piece, parcel or tract of land, situate, lying and being in the County of Colleton, State of South Carolina, and described as follows, to-wit:

A strip of land 80 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now located and to be constructed; said strip of land extending northeastwardly from the dividing line between property of the grantors herein and property of Margaret R. Drawdy, a mean distance of 252 feet, more or less, measured along said center line, to the dividing line between the property of the grantors herein and property of Lee G. Drawdy; containing 0.5 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing #G-10-18, dated April 13, 1960, attached hereto and made a part hereof.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

5 PM

Recorded Aug 26-1960

DEEDS

Form 3417-B—Sh. 34

Warranty Deed-Individual to Corporation

139

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That we, Florrie S. Schroeder of the County of Charleston in the State of South Carolina, and Jennie Ruth S. Greer, of the County of Contra Costa in the State of California, for and in consideration of the sum of Fifty and no/100 ($50.00) Dollars to AS-00 in land paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all that piece, parcel or tract of land situate, lying and being in the County of Colleton, State of South Carolina, and described as follows, to-wit:

A strip of land 30 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now located and to be constructed; said strip of land extending northeastwardly from the dividing line between property of the grantors herein and property of Margaret R. Drawdy, a mean distance of 252 feet, more or less, measured along said center line, to the dividing line between the property of the grantors herein and property of Lee C. Drawdy; containing 0.5 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing 4C-10-18, dated April 13, 1960, attached hereto and made a part hereof.

I, the undersigned, declare that she does not [illegible] release and forever relinquish [illegible] and estate, and also all her right [illegible]

Notary Public for S. C.

[illegible] OF WAY GRANT

Square Carolina Electric & Gas Company

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company its successors and assigns, forever.

[illegible]

Recorded Aug 26 1960

BOOK 126

J&B-31426 Form 3547-B—Sheet 2.

0-41

139A

And we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against us and ou and our heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS our hands and seals this 7th day of June, 1960.

Signed, sealed and delivered in the presence of:

/s/ George S. Schroder

/s/ Florrie S. Schroeder (L.S.)
Florrie S. Schroeder

/s/ H.L.B. Rivers Jr.
(As to Florrie S. Schroeder)

Jennie Ruth S. Greer (L.S.)
Jennie Ruth S. Greer

(As to Jennie Ruth S. Greer)

STATE OF SOUTH CAROLINA,

CHARLESTON COUNTY.

PERSONALLY appeared before me George S. Schroder and made oath that he saw the within named Florrie S. Schroeder sign, seal and, as her act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that he with H.L.B. Rivers Jr. witnessed the execution thereof.

SWORN to before me this the 7th day of June 1960.

/s/ George S. Schroder

/s/ H.L.B. Rivers Jr. (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA

COUNTY

NO RENUNCIATION OF DOWER NECESSARY - GRANTORS ARE WOMEN

I, _____, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ 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 _____ 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 the _____ day of _____ 19____.

_____
Notary Public for South Carolina.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

PERSONALLY appeared before me Margt Jewell and made oath that he saw the within-named Jennie Ruth S. Greer sign, seal and, as her act and deed, deliver the within-written Deed for the uses and purposes therein mentioned, and that he with Betty M Steiner witnessed the execution thereof.

SWORN to before me this 5 day of Aug 1960.

Margt Jewell

Nita Lindberg (SEAL)
Notary Public for California

My Commission expires: _____

DEEDS

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And we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against us and our heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS our hand and seal this 7th day of June 1960.

Signed, sealed and delivered in the presence of:

[signature] (L.S.)
Florrie S. Schroeder

[signature] (L.S.)
Jennie Ruth S. Orner

(As to Florrie S. Schroeder)

(As to Jennie Ruth S. Orner)

STATE OF SOUTH CAROLINA.

CHARLESTON COUNTY.

PERSONALLY appeared before me [signature] and made oath that he saw the within named Florrie S. Schroeder sign, seal and, as her act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that he with [signature] witnessed the execution thereof.

SWORN to before me this the 9th day of June 1960. [signature]

[signature] (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA

COUNTY

NO RENUNCIATION OF DOWER NECESSARY - GRANTORS ARE WOMEN

I, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named 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 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 the day of 19

Notary Public for South Carolina.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

PERSONALLY appeared before me [signature] and made oath that he saw the within-named Jennie Ruth S. Orner sign, seal and, as her act and deed, deliver the within-written Deed for the uses and purposes therein mentioned, and that he with [signature] witnessed the execution thereof.

SWORN to before me this 7th day of June 1960.

[signature] (SEAL)
Notary Public for California My Commission expires:

BOOK 126

J&B-31426
Warranty Deed-Individual to Corporation

Form 3547-B—Sheet 1

141

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That we, O. H. Rhodes and R. R. Rhodes, of the County of Colleton in the State of South Carolina, for and in consideration of the sum of Seven Hundred Forty and no/100 Dollars ($740.00) ---------- to us in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company its successors and assigns, all that piece, parcel or tract of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 80 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now constructed; said strip of land extending northeastwardly from the dividing line between property of the grantors herein and property of W. H. Saunders and Connie Fralix, a mean distance of 2,068 feet, more or less, measured along said center line, to the dividing line between property of the grantors herein and property of West Virginia Pulp and Paper Company; subject, however, to an existing county dirt road across said strip of land; containing 3.8 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing #C-10-6, dated April 13, 1960, attached hereto and made a part hereof.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

Recorded 8-26-60
3 Pm

DEEDS

J&B-31426 Form 3517-B—Sheet 1

Warranty Deed-Individual to Corporation

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That we, G. H. Rhodes and R. E. Rhodes, of the County of Colleton in the State of South Carolina, for and in consideration of the sum of Seven Hundred Forty and no/100 Dollars ($740.00) to us in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company its successors and assigns, all that piece parcel or tract of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 80 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now constructed; said strip of land extending northeastwardly from the dividing line between property of the grantors herein and property of W. H. Saunders and Connie Fralix, a mean distance of 2,066 feet, more or less, measured along said center line, to the dividing line between property of the grantors herein and property of West Virginia Pulp and Paper Company; subject, however, to an existing county dirt road across said strip of land; containing 3.8 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing FC-10-6, dated April 13, 1960, attached hereto and made a part hereof.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

Recorded 8-26-60
3 Pm

J&B-31426 Form 3547-B—Sheet 2

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141A

And we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against us and our heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS our hands and seals this 13th day of August 1960

Signed, sealed and delivered in the presence of:

John H. Peurifoy
Marguerite S. Kinard

O. H. Rhodes (L.S.)
R. E. Rhodes (L.S.)
R. E. Rhodes

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me John H. Peurifoy and made oath that he saw the within named O. H. Rhodes and R. E. Rhodes sign, seal and, as their act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that he with Marguerite S. Kinard witnessed the execution thereof.

SWORN to before me this the 13th day of August 1960.

Marguerite S. Kinard (SEAL)
Notary Public for South Carolina.

John H. Peurifoy

STATE OF SOUTH CAROLINA — RENUNCIATION OF DOWER

COLLETON COUNTY

I, Marguerite S. Kinard, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Caroline P. Rhodes and Mrs. Louise B. Rhodes the wife of the within named O. H. Rhodes and R. E. Rhodes, respectively, 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 Atlantic Coast Line Railroad 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 the 13th day of August 1960.

Marguerite S. Kinard (SEAL)
Notary Public for South Carolina.

Caroline P. Rhodes
Caroline P. Rhodes

Louise B. Rhodes
Louise B. Rhodes

DEEDS

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A171

And we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against us and our heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS our hand and seal this 13th day of August 1960

Signed, sealed and delivered in the presence of:

[signature] (L.S.)
O. B. Rhodes

[signature] (L.S.)
R. P. Rhodes

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me John H. Fourdoy and made oath that he saw the within named O. B. Rhodes and R. E. Rhodes sign, seal and, as their act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that he with Marguerite S. Kinard witnessed the execution thereof.

SWORN to before me this the 13th day of August 1960

[signature] (SEAL)
Marguerite S. Kinard
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA — RENUNCIATION OF DOWER

COLLETON COUNTY.

I, Marguerite S. Kinard a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Caroline P. Rhodes and Mrs. Louise B. Rhodes, the wife of the within named O. B. Rhodes and R. E. Rhodes respectively, 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 Atlantic Coast Line Railroad 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 the 13th day of August 1960

[signature] (SEAL)
Marguerite S. Kinard
Notary Public for South Carolina.

[signature]
Caroline P. Rhodes

[signature]
Louise B. Rhodes

Mrs. Lucille Carter to S. C. State Hwy Dept.

South Carolina, State Highway Department
Form No. 2090 Rev. 7/1/60

THE STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

LEASE
Borrow and Material Pit 1438

Docket No. 15-327 Road No. 235

THIS AGREEMENT made and entered into this 15 day of September 1960, by and between Mrs. Lucille Carter hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the Lessor, for and in consideration of the rents, royalties, covenants an and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contrators to whom the work may be let, top soil, earth, gravel, sand, stone, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 4 feet, consisting of 2 acres, more or less, situated on land owned by the lessor, described as follows:

Borrow Pit located in uncultivated field approximately 2000' lt. Station 70/00. Pit to be excavated approximately 4' deep. Material to be used Station 19/00 - Station 135/00. to construct enbankment.

Together with a temporary right of way for access to such pit pr pits over a haul road or roads over the lands of the lessor, as follows:

TO HAVE AND TO HOLD the said right to remove top soil, earth, gravel, stone, sand, or other similar material, from said pit or pits, and the right of access thereto until September 15, 1962.

And in consideration thereof, the Highway Department hereby covenants and agrees to pay to the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such soil or materials, rents and royalties in the sum of Two hundred ($200.00) dollars (per acres), plus a reasonable amount of crop damage for any growing crops destroyed on lands from which material is exaavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 30 days from date hereof or as follows:

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the department will be sawed at its exponse into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling ope operations therefrom.

2. Upon completion of the work of removing the top soil, earth, gravel, sand, stone, or other similar material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage to the pit to the extent practicable, as follows:

--

3. - - -

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs assigns, executors or administrators.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:
Norman A. Padgett
Foch Ulmer

Mrs. Lucile Carter, Lessor

Witnesses as to State Highway Department
Shirley Ann Linder
Norman A. Padgett

S. C. State Highway Department
by: Foch Ulmer

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me Norman A. Padgett and made oath that he saw the within-named Lucile Carter sign, seal and as her act and deed, execute the wiithin written instrument; and that he with Foch Ulmer, witnessed the execution thereof.

Sworn to before me this 15th
day of September 1960.
G. C. Kinsey,
Notary Public for S. C.,

Norman A. Padgett

The State of South Carolina
County of Colleton

As to Highway Department

Personally appeared before me Shirley Ann Linder, and made oath that she saw the within-named Foch Ulmer sign, seal and as his act and deed, execute the within written instrument and that she with Norman A. Padgett witnessed the execution thereof.

Sworn to before me this 15 day of September 1960.
G. C. Kinsey, Notary Public fo S. C.

Shirley Ann Linder

No mortgage

Recorded 21 September 1960 - 10 AM - A. B. Crosby, Clerk

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R I D E R

Lease No. 43 is renewed for an additional five (5) years in accordance with Section 28-811 of the Code of Laws of 1962, as amended and will expire on December 31, 1969. This area is shown on a plat made by Cummings & McCrady, Architects-Engineers, dated July 1960.

This renewal by endorsement applies to oyster producing area only as shown by plat attached which specifies the oyster producing area and the boundaries describing the land are solely for identification pruposes and not as descriptions of the area rented.

WITNESS:

Marie S. Reeves J. L. Brown

DIVISION OF COMMERCIAL FISHERIES

By: G. Robert Lunz, Director

Dated this 18th day of December, 1964.

Recorded 12/28/64 9 A. M.

145.

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

Contract of Sale

RECEIVED from CHARLES H. FERGUSON

of Colleton County, South Carolina, the sum of One Hundred and No/100

($100.00) Dollars, as a part payment on account of the purchase of the following described property, to-wit:

All that piece, parcel or tract of land, with the buildings and improvements thereon, situate, lying and being in Warren Township, Colleton County, State of South Carolina, being Three Hundred (300) feet in length and One Hundred Fifty (150) feet wide and bounded as follows, to-wit: North by State Highway; East by Hettie Crosby; South by Witsell M. Barnes; and West by Witsell M. Barnes.

This is the same property conveyed to First Federal Savings and Loan Association of Beaufort by Deed of Miles V. Maxey dated November 28, 1959, and recorded in Deed Book 135, page 153, Office of the R.M.C. or Clerk of Court, Colleton County, South Carolina.

Upon the payment unto First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, of the further sum of One Hundred and No/100 ($100.00) Dollars, on December 1, 1960; and

X X X

DEEDS

145A

Upon the payment unto First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, of the further sum of Five Thousand One Hundred and No/100 ---------- ($ 5,100.00) Dollars, with interest from date at the rate of six (6%) percent per annum, until paid in full; subject to the recitals hereinafter set forth, the said First Federal Savings and Loan Association of Beaufort, Seller, covenants and agrees, and binds itself and its successors and assigns, to convey the above described real property unto the said Charles H. Ferguson

_____ (his) (~~her (their)~~ heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple warranty, free from encumbrances. The said principal and interest shall be payable at the office of First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, in monthly installments of Fifty and No/100 ---------- ($ 50.00) Dollars each, commencing on the first day of January, 19 61, and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) percent per annum. The said monthly payments shall be applied as follows, to-wit: First, to the payment of interest due on the said Contract of Sale, computed monthly. Second, to the payment by the Association of such taxes, assessments, or insurance as shall from time to time become due on the property pledged to secure this Contract of Sale during the terms thereof, with interest thereon at the rate of six percent (6%) per annum. Third, the balance of the said amount to the payment to that extent as a credit as of that date on the principal of this obligation. Said payments to continue until the principal and interest, taxes and insurance, with interest as herein provided, are paid in full.

The Grantee(s) agree(s) to pay for the documentary stamps to be affixed to the Deed in connection with this Agreement.

It is understood and agreed that the within Charles H. Ferguson shall have the use of the above described premises from this date pending the performance of the terms of the within Contract by (him) (her) (them). Upon failure of the said Charles H. Ferguson to comply with the terms hereof and the recitals herein contained, the First Federal Savings and Loan Association of Beaufort, its successors and assigns, is to have the right to retain the amount, or amounts, paid under the terms of this Contract, and to enforce the performance of this Contract according to Law.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President, and attested by Carl R. Hookstra, its Secretary-Treasurer, and its Corporate Seal to be hereto affixed, this 21st day of September, 19 60 and witness the Hand and Seal of the within Charles H. Ferguson

this 21st day of September, 19 60

Signed, Sealed and Delivered in Presence of:

Myrtle G. Epps

Marjorie T. Brown

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas

CALHOUN THOMAS, *President.*

ATTEST:

S D Bowers Jr

S. D. Bowers, Jr. ~~xxxxxxxxxxxxxxx~~ CARL R. HOOKSTRA, *Secretary-Treasurer.*

J.W. [signature]

Charles H. Ferguson (SEAL)

Charles H. Ferguson *Purchaser.*

Mary Nell E. Jenkins

_____ (SEAL)

Purchaser.

BOOK 126

-Page Three-

145 B

STATE OF SOUTH CAROLINA,
COUNTY OF BEAUFORT

PERSONALLY appeared before me Marjorie T. Brown who, on oath, says that she saw the within-named First Federal Savings and Loan Association of Beaufort, by Calhoun Thomas, its President, sign the within Sales Contract, and Carl R. Housand, its Secretary-Treasurer, attest the same, and the said Corporation, by said officers, seal said Contract, and, as its act and deed, deliver the same, and that she with Myrtle G. Epps witnessed the execution thereof.

Marjorie T. Brown

SWORN to before me, this 21st day of September 1960.

Myrtle G. Epps (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

PERSONALLY appeared before me Mary Nell E. Jenkins and made oath that she saw the within-named Charles H. Ferguson sign, seal, and, as his act and deed, deliver the within-written Sales Contract; and that she with James W. Okerdon witnessed the execution thereof.

Mary Nell E. Jenkins

SWORN to before me, this 23rd day of September 1960

James W. Okerdon (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

I, James W. Okerdon, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Sarah G. Ferguson the wife of the within-named Charles H. Ferguson, 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 First Federal Savings and Loan Association of Beaufort, 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

Sarah G. Ferguson (SEAL)

day of September, A.D. 1960

James W. Okerdon (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

CHARLES H. FERGUSON

CONTRACT OF SALE

I hereby certify that the within Contract has been this _____ day of _____, A. D. 19____, recorded in my office in Book _____ of _____, Page 145

Clerk of the Court of Common Pleas and General Sessions for _____ County.

DEEDS

1461

BOOK 126

J&B-31426 Form 3647-B—Sheet 1

Warranty Deed-Individual to Corporation

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THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That I, L. W. Beach, of the County of Colleton in the State of South Carolina, for and in consideration of the sum of One Hundred Fifty and no/100 Dollars ($150.00) -------- to me in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all those pieces, parcels or tracts of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 80 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now constructed; said strip of land extending northeastwardly from the dividing line between the property of the grantor herein and property of the Estate of J. G. Saunders, a mean distance of 427 feet, more or less, measured along said center line, to the dividing line between property of the grantor herein and property of the Estate of J. G. Saunders; containing 0.8 acre, more or less; also

That small triangular shaped parcel of land lying within 40 feet of said center line and being bounded on the west and north by lands of the Estate of J. G. Saunders; containing 0.1 acre, more or less; all as shown outlined in red on the white print of Atlantic Coast Line Railroad Company tracing #G-10-8, dated April 13, 1960, attached hereto and made a part hereof.

RELEASE OF DOWER

L. W. Beach

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

SPM

9-27-60

DEEDS

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J&E-31426 Form 2647-B—Sheet 1

Warranty Deed-Individual to Corporation

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That I, L. W. Beach, of the County of Colleton in the State of South Carolina, for and in consideration of the sum of One Hundred Fifty and no/100 Dollars ($150.00) -------- to me in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all those pieces, parcels or tracts of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 30 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now constructed; said strip of land extending northeastwardly from the dividing line between the property of the grantor herein and property of the Estate of J. G. Saunders, a mean distance of 427 feet, more or less, measured along said center line, to the dividing line between property of the grantor herein and property of the Estate of J. G. Saunders; containing 0.8 acre, more or less; also

That small triangular shaped parcel of land lying within 40 feet of said center line and being bounded on the west and north by lands of the Estate of J. G. Saunders; containing 0.1 acre, more or less; all as shown outlined in red on the white print of Atlantic Coast Line Railroad Company tracing #G-10-3, dated April 13, 1960, attached hereto and made a part hereof.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

STM

9-27-60

J&B-31426 Form 3547-B—Sheet 2

841

147A

And I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against me and my heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 27th day of September, 19 60

Signed, sealed and delivered in the presence of:

Mrs. Fay B. Ackerman — L. W. Beach (L.S.)

Gerald C. Smoak — (L.S.)

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Mrs. Fay B. Ackerman and made oath that she saw the within named L. W. Beach sign, seal and, as his act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this the 27th day of September 1960

Gerald C. Smoak (SEAL)
Notary Public for South Carolina.

Mrs. Fay B. Ackerman

STATE OF SOUTH CAROLINA — RENUNCIATION OF DOWER

COLLETON COUNTY

I, Gerald C. Smoak, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Lea L. Beach, the wife of the within named L. W. Beach, 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 Atlantic Coast Line Railroad 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 the 27th day of September 1960

Gerald C. Smoak (SEAL)
Notary Public for South Carolina.

Lea L. Beach

DEEDS

148

1479

And, I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against me and my heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 27th day of September 1960.

Signed, sealed and delivered in the presence of:

Dora Fay B. Ackerman (L.S.)

Gerald C. Smoak (L.S.)

STATE OF SOUTH CAROLINA.

COLLETON COUNTY.

PERSONALLY appeared before me Mrs. Fay B. Ackerman and made oath that she saw the within named L. H. Beach sign, seal and, as his act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this the 27th day of September 1960.

Dora Fay B. Ackerman

Notary Public for South Carolina. (SEAL)

STATE OF SOUTH CAROLINA RENUNCIATION OF DOWER

COLLETON COUNTY

I, Gerald C. Smoak, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Lea L. Beach, the wife of the within named L. H. Beach, 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 Atlantic Coast Line Railroad 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 the 27th day of September 1960.

Lea L. Beach

Notary Public for South Carolina. (SEAL)

149.

STATE OF SOUTH CAROLINA
COUNTY OF Colleton

LEASE OF WAREHOUSE PROPERTY

WHEREAS, under the laws of the State of South Carolina, creating a Department of Agriculture, administered by a Commissioner of Agriculture, with the power of leasing warehouses for operation by the Department under such provisions as will be seen by reference to such laws.

1. That L. S. Mitchell hereinafter called Lessor, for the consideration of operating the said premises described herein, as a South Carolina State Warehouse, does hereby rent and lease unto the Commissioner of Agriculture, of the State of South Carolina, his successors in office, such being hereinafter called the Commissioner, upon the terms hereinafter set forth.

ALL that certain lot of land, with the improvements thereon, situate in the City of Walterboro, County of Colleton, South Carolina, described as follows:

S.C. State warehouse 14560
Bounded on the South by Moore St.,
Bounded on the North by A. C. L. Railroad
Bounded on the East by the property of L. S. Mitchell
Bounded on the West by the property of Mrs. Edith Witsell
For Cancellation See Deed Book 206, Page 623.

ALSO: all hand trucks, scales manually or motor operated, loading equipment, furniture, fixtures, now being used in the operation of the said warehouse.

2. The term of this Lease shall commence on the 23 day of September 1960 and shall continue for a period of one year and thereafter for so long as the Commissioner shall operate and use the premises for warehouse purposes in the State Warehouse System.

3. The Lessor shall pay all (a) storage charges due the State of South Carolina and its agencies, (b) insurance premiums on all insurance covering items stored in the warehouse, (c) the salaries and wages of the manager and employees engaged in operating the warehouse, (d) all bond premiums on the bonds of managers and employees, (e) all other charges and expenses incurred in the operation of the warehouse. After payment of said items the Commissioner agrees to pay to the Lessor, or Assigns, as rent, all other income derived from the operation of a State Warehouse on the premises. Notwithstanding any of the foregoing, it is understood and agreed that the Lessee shall appoint and employ a manager to operate the warehouse, as well as any other employees necessary for its operation, with the right to change, remove or discharge the manager or any employee at the pleasure of Lessee. The Lessee shall not be liable for any salaries or wages of any manager or employee except from and as funds sufficient therefor are realized out of the gross proceeds of the operation of the warehouse.

4. It is further agreed that if at any time the Lessee becomes dissatisfied with the operation of the warehouse, Lessee may directly take over its operation, place it in charge of an employee or employees of the Department, charging the salaries of such employees and other costs of operation against the gross proceeds of the operation.

5. The Lessor agrees to procure and keep in force such insurance upon the buildings, personal property, and improvements, owned by Lessor, covered hereby as he deems advisable and to pay all taxes on the property, all at his own expense.

6. The Commissioner agrees to require a suitable surety bond guaranteeing the faithful performance of the duties of the manager and the proper receipt and delivery of all items and materials stored in the warehouse, as provided by law.

7. Possession of the premises hereinabove described, shall be delivered to the Commissioner on or before the 23 day of September, 1960.

Witness our hands and seals, this the 23 day of September A. D., 1960.

Witnesses as to Lessor:

B. W. Walker
B. B. McMillan

L. S. Mitchell (Seal)
Lessor

Witnesses as to the Commissioner:

Samuel L. Boylston
Dorothy M. Ackerman

William L. ~~Mauldrew~~ Harrelson (seal) affxd
Commissioner of Agriculture, State of South Carolina
Chamine Sprott ~~(unattxd)~~
Authorized Deputy

Form 10 (Rev.)

9/28/60 - 9 AM

DEEDS

150

STATE OF SOUTH CAROLINA
COUNTY OF Colleton

Personally appeared before me B. W. Walker
who, upon oath, says that he saw the within named L. S. Mitchell
sign, seal and deliver the within lease and that he with B. B. McMillan
witnessed the execution thereof.

SWORN to before me this 23 day of September 1960, 19

B. G. Padgett
Notary Public for South Carolina

B. W. Walker

STATE OF SOUTH CAROLINA
COUNTY OF Richland

Personally appeared before me Dorothy M. Ackerman
who, upon oath, says that he saw Chovino Sprott, Deput, Commissioner
of Agriculture of the State of South Carolina, sign, seal and deliver the within lease and that he with
Samuel L. Boylston witnessed the execution thereof.

SWORN to before me this 26th day of September 19 60

Samuel L. Boylston
Notary Public for South Carolina

Dorothy M. Ackerman

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

LEASE NO. 43

WHEREAS, L. P. Maggioni & Co. has complied with all provisions of law regarding lease of the oyster beds hereinafter described, and the same duly authorized and directed. NOW, KNOW ALL MEN BY THESE PRESENTS, that The South Carolina Wildlife Resources Commission, Division of Commercial Fisheries, hereinafter call the Lessor, does hereby lease unto the said L. P. Maggioni & Co., hereinafter called the Lessee, acceptance of which is evidenced by its signature below, the following described property, to wit:
ALL those certain pieces or parcels of land, with the appurtances to the same, belonging and consisting of oyster beds suitable for oyster culture, propagation and gathering of oysters, situated in Colleton County, state aforesaid, consisting of One hundred fifty three and fifty-four hundredths (153.54) acres, more or less, and more particularly described by a plat by Cummings and McCrady, C. E., dated July 1960, which is made a part of this lease.
Both shores of Rich Creek and tributaries; creeks and tributaries between Rock Creek and Ashepoo River; Fish Creek and tributaries.
all of which will more fully and at large appear by reference to a plat thereof, hereto attached, ~~xx~~ made by Cummings and McCrady, C. E., dated July __ 1960.

TO HAVE AND TO HOLD THE SAME unto said LESSEE, for term of 4 years and 184 days, beginning on the date of these presents and ending on the 31st day of December 1964, subject to the laws of said state and the rules and regularions, adopted and promulgated in pursuance thereof, for the purpose of producing and removing therefrom oysters, upon the following terms and conditions.

1. Lessee agrees and promises to pay to lessor, as rent for said property, the sam of One and 50/100($1.50) Dollars an acre a year, the rent for the current calendar year payable at the time of delivery of these presents on a pro rata basis to January 1, 1961, and each year's rent thereafter to be paid in advance on or before the First day of January of each year during the life and continuance of said lease and any and all renewals thereof. For Cancellation see this Book Page 487

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed by their duly authorized representative (or Lessee personally), this 3rd day of October 1960.

WOUTH CAROLINA WILDLIFE RESOURCES COMMISSION,
DIVISION OF COMMERCIAL FISHERIES (L.S.)

Signed, sealed and delivered
in the presence of:
Marie Brownneves

by: G. Robert Luntz,, Director, Lessor
L. P. Maggioni & Co. (LS)
by: Paul Maggioni, President (Lessee)

Marjorie Brown
Myrtle G. Epps

For Rider see this Book Page 144

STATE OF SOUTH CAROLINA, COUNTY OF CHARLESTON
PERSONALLY appeared before me Marie S. Reeves, who being duly sworn, says that she saw the within named G. Robert Luntz, as Director of the Difision of Commercial Fisheries of South Carolina, sign, seal and as the Act and Deed of the said Divivision of Commercial Fisheries of South Carolina, deliver the above written lease; and that he, with J. L. Brown witnessed the execution thereof.

Sworn to before me this 3rd
day of October 1960
J. Lockwood Brown, Notary Public for S. C.

Marie S. Reeves

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

PERSONALLY Appeared before me Marjorie Brown, who being duly sworn says that she saw the within Named Paul Maggioni as President of L. P. Maggioni & Co., sign, seal and as his act and deed deliver the above written lease; and that she with Myrtle G. Epps, witnessed the execution thereof.
SWORN to before me this 6th
day of October 1960.
Myrtle G. Epps,
Notary Public for South Carolina

Marjorie Brown

48¢ in South Carolina documentary stamps affixed to original duplicate.

Recorded 10/8/60 - 9 AM - A. B. Crosby, Clerk of Court.

For appeal See Judgment Box 450-100-17.

150

STATE OF SOUTH CAROLINA
COUNTY OF Colleton

Personally appeared before me B. W. Walker

who, upon oath, says that he saw the within named L. S. Mitchell

sign, seal and deliver the within lease and that he with B. B. McMillan witnessed the execution thereof.

SWORN to before me this 23 day of September 1960, 19

B. G. Padgett
Notary Public for South Carolina

B. W. Walker

STATE OF SOUTH CAROLINA
COUNTY OF Richland

Personally appeared before me Dorothy M. Ackerman

who, upon oath, says that he saw Chovine Sprott, Deput., Commissioner of Agriculture of the State of South Carolina, sign, seal and deliver the within lease and that he with Samuel L. Boyleston witnessed the execution thereof.

SWORN to before me this 26th day of September, 19 60.

Samuel L. Boyleston
Notary Public for South Carolina

Dorothy M. Ackerman

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

LEASE NO. 43

WHEREAS, L. P. Maggioni & Co. has complied with all provisions of law regarding lease of the oyster beds hereinafter described, and the same duly authorized and directed. NOW, KNOW ALL MEN BY THESE PRESENTS, that The South Carolina Wildlife Resources Commission, Division of Commercial Fisheries, hereinafter call the Lessor, does hereby lease unto the said L. P. Maggioni & Co., hereinafter called the Lessee, acceptance of which is evidenced by its signature below, the following described property, to wit:
ALL those certain pieces or parcels of land, with the appurtances to the same, belonging and consisting of oyster beds suitable for oyster culture, propagation and gathering of oysters, situated in Colleton County, state aforesaid, consisting of One hundred fifty three and fifty-four hundredths (153.54) acres, more or less, and more particularly described by a plat by Cummings and McCrady, C. E., dated July 1960, which is made a part of this lease.
Both shores of Rich Creek and tributaries; creeks and tributaries between Rock Creek and Ashepoo River; Fish Creek and tributaries.
all of which will more fully and at large appear by reference to a plat thereof, hereto attached, ~~xx~~ made by Cummings and McCrady, C. E., dated July __ 1960.

TO HAVE AND TO HOLD THE SAME unto said LESSEE, for term of 4 years and 184 days, beginning on the date of these presents and ending on the 31st day of December 1964, subject to the laws of said state and the rules and regularions, adopted and promulgated in pursuance thereof, for the purpose of producing and removing therefrom oysters, upon the following terms and conditions.

1. Lessee agrees and promises to pay to lessor, as rent for said property, the sum of One and 50/100($1.50) Dollars an acre a year, the rent for the current calendar year payable at the time of delivery of these presents on a pro rata basis to January 1, 1961, and each year's rent thereafter to be paid in advance on or before the First day of January of each year during the life and continuance of said lease and any and all renewals thereof. For Cancellation see this Book Page 487

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed by their duly authorized representative (or Lessee personally), this 3rd day of October 1960.

WOUTH CAROLINA WILDLIFE RESOURCES COMMISSION,
DIVISION OF COMMERCIAL FISHERIES (L.S.)

Signed, sealed and delivered
in the presence of:
Marie Brokeeves

by: G. Robert Luntz,, Director, Lessor
L. P. Maggioni & Co. (LS)
by: Paul Maggioni, President (Lessee)

Marjorie Brown
Myrtle G. Epps

For Rider See this Book Page 144

STATE OF SOUTH CAROLINA, COUNTY OF CHARLESTON
PERSONALLY appeared before me Marie S. Reeves, who being duly sworn, says that she saw the within named G. Robert Luntz, as Director of the Difision of Commercial Fisheries of South Carolina, sign, seal and as the Act and Deed of the said Divivision of Commercial Fisheries of South Carolina, deliver the above written lease; and that he, with J. L. Brown witnessed the execution thereof.

Sworn to before me this 3rd
day of October 1960
J. Lockwood Brown, Notary Public for S. C.

Marie S. Reeves

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

PERSONALLY Appeared before me Marjorie Brown, who being duly sworn says that she saw the within Named Paul Maggioni as President of L. P. Maggioni & Co., sign, seal and as his act and deed deliver the above written lease; and that she with Myrtle G. Epps, witnessed the execution thereof.
SWORN to before me this 6th
day of October 1960.
Myrtle G. Epps,
Notary Public for South Carolina

Marjorie Brown

48¢ in South Carolina documentary stamps affixed to original duplicate.

Recorded 10/8/60 - 9 AM - A. B. Crosby, Clerk of Court.

For appeal See Judgment Box 450-100-17.

157

STATE OF SOUTH CAROLINA, COUNTY OF COLLETON AGREEMENT

THIS AGREEMENT made and entered into this 15th day of November 1960, between Thomas M. Williams, hereinafter referred to as Lessor, and Kenneth R. Kirkland, hereinafter referred as Lessee, WITNESSETH:
The Lessor does hereby lease to the Lessee and the Lessee does hereby lease from the Lessor, the following described real estate:

ALL that piece, parcel or tract of land, situate, lying and being in Green Pond, Blake township, County of Colleton, State of South Carolina, measuring and containing one hundred ninety-five (195) acres, more or less, and bounded as follows: On the North by Louisa Smalls; East by A. C. L. Railroad Branche Line tract; South by dirt road; and on the west by Jim Sheppard; Abel Barnett and McDonald Ritter.

TO HAVE AND TO HOLD the premises above described for the term of one (1) years, commencing on the 15th day of November 1960, and to end on the 14th dayof November 1961, at a rental of One ($1.00) dollar per acre per year, said rent to be paid in advance on the first day during the life of this lease by the lessee to the lessor.

The Lessor hereby grants to the lessee the right and option to continue to lease the premises under the present terms on a yearly basis, or to purchase said premises for the sum of twenty-five thousand ($25,000.00) dollars before or at the time of the expiration of this lease.

The Lessor hereby agrees that any fences placed on said premises by the Lessee shall remain the property of the Lessee and may be removed from the said premises in the event the Lessee fails to exercise the option to purchase or terminates the lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written.
IN THE PRESENCE OF:
Auburn J. Bridge. Thomas M. Williams, Lessor (LS)
Margaret B. Hilliard Kenneth R. Kirkland, Lessee (LS)

STATE OF SOUTH CAROLINA, COUNTY OF COLLETON
PERSONALLY appeared before me Margaret B. Hilliard who, being duly sworn, says that she saw the within named Thomas M. Williams and Kenneth R. Kirkland, sign, seal and as their act and deed, deliver the within written Agreement, and that she with Auburn J. Bridge witnessed the execution thereof.
SWORN to before me this
15th day of November 1960. Margaret B. Hilliard
Auburn J. Bridge (LS)
NP for South Carolina.

Recorded 11/15/60 - 3 PM

STATE OF SOUTH CAROLINA, COUNTY OF COLLETON R E L E A S E
FOR AND IN CONSIDERATION of the sum of Seventy-three and no/100 ($73.00) dollars to me in hand paid, receipt of which is hereby acknowledged, and for the further consideration of the complete release of the undersigned by Thomas M. Williams of all claims of every kind and nature, I, Kenneth R. Kirkland, do hereby release and relinquish all claims of every kind and nature which I may have against the said Thomas M. Williams under that certain agreement dated 15 November 1960, whereby the said Thomas M. Williams leased to me a certain tract of land at Green Pond, South Carolina, and more particularly described in said lease. It being understood and agreed that my release of any rights thereunder is in consideration of mutual release of me by the said Thomas M. Williams, and the acceptance of this release shall be mutual.
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 2 day of December 1960.
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF: Kenneth R. Kirkland (LS)
Pearl Wood
H. Wayne Unger

STATE OF SOUTH CAROLINA, COUNTY OF COLLETON
PERSONALLY appeared before me Pearl Wood and made oath that she saw the within named Kenneth R. Kirkland sign, seal and, as his act and deed, deliver the within written Release for the uses and purposes therein mentioned, and that she, with H. Wayne Unger witnessed the execution thereof.
SWORN to before me this 2
day of December 1960. Pearl Wood
H. Wayne Unger (seal)
Notary Public for South Carolina
My commission expires at the pleasure of the Governor.
Recorded 12/2/60 - 12 M - A. B. Crosby, Clerk

BOOK 126

153

INDENTURE, made this 28th day of September, 19 60, by and between Cyrus Drayton

the Community of Whitehall, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee, Grantors, being the owners of land situate in the County of Colleton, State of South Carolina, which said land abuts on the street or highway known as _____ and is bounded Northerly by lands of William Snipes Easterly by lands of Paul Drayton Southerly by lands of Charlie Carter Westerly by lands of Jake Mustifer and Nancy ~~Kang~~ Holmes hereby grant and convey to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, maintain and operate an electric line consisting of poles, conductors, overhead and underground lightning protective wires, private communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across and under said land along the said street or highway and/or on my or our land described as follows: Line to extend in a northerly direction for a distance of approximately 2625 feet from end of present extension to *Jesse* Joe White.

Together with the right from time to time to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to remove said line or any part thereof.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within fifteen (15') feet of any wire strung on said line; provided, however, any damage to the property of Grantors (other than that caused by said trimming, cutting or removing) caused by Grantee in maintaining or repairing said line, shall be borne by Grantee. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have caused this indenture to be duly executed the day and year first above written.

WITNESS:

H. C. ~~Maxie~~ Hutson, Jr., Cyrus Drayton (SEAL)

Albert W. Williams (SEAL)

10/8/60 - 9 AM (SEAL)

(SEAL)

Form RW-4-S.C.-1-56

185-Y

State of South Carolina,
County of Charleston } ss

Personally appeared before me H. C. Hutson, Jr.,
and made oath that he saw the within named Cyrus Drayton sign, seal and as his act and deed deliver the within right of way easement for the uses and purposes therein mentioned, and that he with Albert W. Williams in the presence of each other, witnessed the due execution thereof.

H. C. Hutson, Jr.,

Sworn to before me this 15th day of October, 19 60

~~Margaret Simons~~ Margaret (Seal Affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)
Notary Public for

RENOUNCEMENT OF DOWER

State of South Carolina,
County of } ss

I, , do hereby certify unto all whom it may concern that , the wife of the within named , 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 South Carolina Electric & Gas Company, her heirs and assigns, all her interests and estate, and also all her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Louise Drayton

Given under my hand and seal this day of , 19

Notary Public for S. C.

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Line:
County:

Dated: , 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 126

155

INDENTURE, made this 28th day of September, 19 60, by and between

Louisa Drayton

of the Community of Whitehall, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee, Grantors, being the owners of land situate in the County of Colleton, State of South Carolina, which said land abuts on the street or highway known as _____ and is bounded Northerly by lands of John Riley, William Snipes Easterly by lands of Paul Drayton, Cyrus Drayton Southerly by lands of _____ Westerly by lands of _____ hereby grant and convey to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, maintain and operate an electric line consisting of poles, conductors, overhead and underground lightning protective wires, private communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across and under said land along the said street or highway and/or on my or our land described as follows: Line to extend in a northerly direction along dirt road for a distance of approximately 2625 feet from end of present extension to serve Joe White.

Together with the right from time to time to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to remove said line or any part thereof.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within fifteen ; (15') feet of any wire strung on said line; provided, however, any damage to the property of Grantors (other than that caused by said trimming, cutting or removing) caused by Grantee in maintaining or repairing said line, shall be borne by Grantee. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have caused this indenture to be duly executed the day and year first above written.

WITNESS:

H. G. Hutson, Jr.,
Albert W. Williams

Louisa Drayton (SEAL)

(SEAL)

(SEAL)

10/8/60 - ~~xx~~ 9 AM (SEAL)

Form SW-4-S.C.-1-58

DEEDS

1356

State of South Carolina,
County of Charleston

Personally appeared before me H. C. Hutson, Jr.,
and made oath that he saw the within named Louisa Drayton sign, seal and as his act and deed
deliver the within Right of way grant for the uses and purposes therein mentioned, and that he with
in the presence of each other, witnessed the due execution thereof.

H. C. Hutson, Jr.,

Sworn to before me this 15th day of October, 19 60

Mayrant Simons (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

Notary Public for

RENOUNCEMENT OF DOWER

State of South Carolina,
County of

I, do hereby certify unto all whom it may concern that, the wife of the within named 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 South Carolina Electric & Gas Company, her heirs and assigns, all her interests 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 day of, 19

Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: , 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 126

157

INDENTURE, made this 28th day of September, 19 60, by and between John Riley

of the community of Whitehall, County Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee, Grantors, being the owners of land situate in the County of Colleton, State of South Carolina, which said land abuts on the street or highway known as _____ and is bounded Northerly by lands of Joe White Easterly by lands of Willie Edwards Southerly by lands of Louisa Drayton Westerly by lands of Diana Bayrolle hereby grant and convey to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, maintain and operate an electric line consisting of poles, conductors, overhead and underground lightning protective wires, private communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across and under said land along the said street or highway and/or on my or our land described as follows: Line to extend in a northerly direction above dirt road for a distance of approximately 2625 feet from end of present extension to serve Joe White

Together with the right from time to time to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to remove said line or any part thereof.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within fifteen (15) feet of any wire strung on said line; provided, however, any damage to the property of Grantors (other than that caused by said trimming, cutting or removing) caused by Grantee in maintaining or repairing said line, shall be borne by Grantee. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have caused this indenture to be duly executed the day and year first above written.

WITNESS:

H. C. Hutson, Jr.,
Albert W. Williams

John Riley x his mark (SEAL)

by Joe White (SEAL)

(SEAL)

10/8/60 - 9 AM (SEAL)

Form RW-4-S. C.-1-58

DEEDS

W-8

State of South Carolina,

County of Charleston

Personally appeared before me H. C. Hutson, Jr.,

and made oath that he saw the within named John Riley and Joe White sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Albert W. Williams in the presence of each other, witnessed the due execution thereof.

H. C. Hutson, Jr.,

Sworn to before me this 5th day of Oct. 1960, 19

Mayrant Simons (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public for

RENOUNCEMENT OF DOWER

State of South Carolina,

County of

I, , do hereby certify unto all whom it may concern that , the wife of the within named , 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 South Carolina Electric & Gas Company, her heirs and assigns, all her interests 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 day of , 19

Notary Public for S. C.

Line:

County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: , 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

159

INDENTURE, made this 28th day of September, 19 60, by and between William Snipes

of the Community of Whitehall, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee, Grantors, being the owners of land situate in the County of Colleton, State of South Carolina, which said land abuts on the street or highway known as _____ and is bounded Northerly by lands of Louisa Drayton Easterly by lands of Paul Drayton Southerly by lands of Cyrus Drayton Westerly by lands of H. W. Marvin hereby grant and convey to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, maintain and operate an electric line consisting of poles, conductors, overhead and underground lightning protective wires, private communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across and under said land along the said street or highway and/or on my or our land described as follows: Line to extend in a northerly direction along dirt road from end of present extension a distance of approximately 2625 feet to serve Joe White

Together with the right from time to time to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to remove said line or any part thereof.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within fifteen (; 15) feet of any wire strung on said line; provided, however, any damage to the property of Grantors (other than that caused by said trimming, cutting or removing) caused by Grantee in maintaining or repairing said line, shall be borne by Grantee. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have caused this indenture to be duly executed the day and year first above written.

WITNESS:

H. C. Hutson, Jr.
Albert W. Williams

10/8/60 - 9 AM

William Snipes x his mark (SEAL)
Joe White (SEAL)
(SEAL)
(SEAL)

Form SW-4-S.C.-1-56

State of South Carolina,
County of Charleston

Personally appeared before me H. C. Hutson, Jr.,
and made oath that he saw the within named William Snipes sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Albert W. Williams in the presence of each other, witnessed the due execution thereof.

H. C. Hutson, Jr.,

Sworn to before me this 5th day of October 1960, 19

Mayrant Simons (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)
Notary Public for

RENOUNCEMENT OF DOWER

State of South Carolina,
County of

I, do hereby certify unto all whom it may concern that, the wife of the within named, 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 South Carolina Electric & Gas Company, her heirs and assigns, all her interests 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 day of, 19

Notary Public for S. C.

Line:
County:
RIGHT OF WAY GRANT
TO
South Carolina Electric & Gas Company
Dated: , 19
Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19, at o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 126

161

INDENTURE, made this 28th day of September, 19 60, by and between
Joe White, Rt. #1, Box 85, Greenpond,

the Community of Whitehall, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee, Grantors, being the owners of land situate in the County of Colleton, State of South Carolina, which said land abuts on the street or highway known as _____ and is bounded Northerly by lands of Henry Gadsden; Easterly by lands of Paul Drayton Southerly by lands of John Riley Westerly by lands of Betsy Kelly & dirt road hereby grant and convey to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, maintain and operate an electric line consisting of poles, conductors, overhead and underground lightning protective wires, private communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across and under said land along the said street or highway and/or on my or our land described as follows: Line to extend in a northerly direction along dirt road from end of present extension to serve Joe White and a distance of approximately 2625 feet.

Together with the right from time to time to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to remove said line or any part thereof.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within fifteen (15) feet of any wire strung on said line; provided, however, any damage to the property of Grantors (other than that caused by said trimming, cutting or removing) caused by Grantee in maintaining or repairing said line, shall be borne by Grantee. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have caused this indenture to be duly executed the day and year first above written.

WITNESS:

H. C. Hutson, Jr., Joe White (SEAL)

Albert W. Williams (SEAL)

(SEAL)

10/8/60 - 9 AM (SEAL)

Form SW-4-S.C.-1-60

162

State of South Carolina,
County of Charleston

Personally appeared before me H. C. Hutson, Jr.,
and made oath that he saw the within named Joe White sign, seal and as his act and deed deliver the within Right of way grant for the uses and purposes therein mentioned, and that he with Albert W. Williams in the presence of each other, witnessed the due execution thereof.

H. C. Hutson, Jr.,

Sworn to before me this 5th day of October 1960, 19

Mayrant Simons (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)
Notary Public for

RENOUNCEMENT OF DOWER

State of South Carolina,
County of

I, do hereby certify unto all whom it may concern that, the wife of the within named, 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 South Carolina Electric & Gas Company, her heirs and assigns, all her interests 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 day of, 19

Notary Public for S. C.

Line:
County:
RIGHT OF WAY GRANT
TO
South Carolina Electric & Gas Company
Dated: , 19
Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19, at o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 126

J&B-31428
Warranty Deed-Individual to Corporation

Form 8547-B—Sheet 1

163

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That we, Josephine S. Fralick, Jessie S. Cribb, Nadeen S. Chaplin and W. C. Saunders, Jr., of the County of Colleton in the State of South Carolina, for and in consideration of the sum of Two Hundred Dollars ($200.00) ---------- to us in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all that piece, parcel or tract of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 80 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now constructed; said center line being described as beginning at a point in the center line of the Atlantic Coast Line Railroad Company's main track, which point is distant 968.1 feet northwestwardly, measured along the center line of said main track, from mile post MP-447; running thence southeastwardly along a 10° 36' curve to the left and being tangent to the preceding course, 482 feet, more or less, to the dividing line between the property of the grantors herein and property of Connie Fralix; said strip of land extending eastwardly from the northeastern boundary line of the right-of-way of said main track, which right-of-way is 60 feet wide on each side of the center line of said main track, a mean distance of 265 feet, more or less, measured along the first mentioned center line, to said dividing line; containing 0.5 acre, more or less, and being as shown in red on blueprint of Atlantic Coast Line Railroad Company tracing #G-10-6, dated April 13, 1960, attached hereto and made a part hereof.

*a No. 10 turnout to the left 90 feet to a point of curve; thence eastwardly" along

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

10-13-60
-1- 11 am

DEEDS

Form 3517-B—Sheet-1

J&B-31426

Warranty Deed-Individual to Corporation

State of South Carolina,

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That we, Josephine S. Fralick, Jessie S. Crihb, Nadeen S. Chaplin and W. C. Saunders, Jr. of the County of Colleton in the State of South Carolina, for and in consideration of the sum of Two Hundred Dollars ($200.00) to the Grantor in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all that piece parcel or tract of land situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 30 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now constructed; said center line being described as beginning at a point in the center line of the Atlantic Coast Line Railroad Company's main track, which point is distant 965.1 feet northwestwardly, measured along the center line of said main track, from mile post MP-447; running thence southeastwardly along a 10° 36' curve to the left and being tangent to the preceding course, 482 feet, more or less, to the dividing line between the property of the grantors herein and property of Connie Fralix; said strip of land extending eastwardly from the northeastern boundary line of the right-of-way of said main track, which right-of-way is 50 feet wide on each side of the center line of said main track, a mean distance of 265 feet, more or less, measured along the first mentioned center line, to said dividing line; containing 0.5 acre, more or less, and being as shown in red on blueprint of Atlantic Coast Line Railroad Company tracing 6C-10-6, dated April 13, 1960, attached hereto and made a part hereof.

*a No. 10 turnout to the left 90 feet to a point of curve; thence eastwardly" along

RIGHT OF WAY GRANT

Carolina Electric & Gas Company

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company its successors and assigns, forever.

10-13-60

BOOK 126

J&B-31426 Form 3547-B—Sheet 2

163 A

And we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against us and our heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS our hands and seals this 29th day of September 1960

Signed, sealed and delivered in the presence of:

Elaine A. Marable

Gerald C. Smoak

(As to W. C. Saunders, Jr.)

W. C. Saunders, Jr. (L.S.)

Josephine S. Fralick (L.S.)

Jessie S. Cribb (L.S.)

Hadeen S. Chaplin (L.S.)

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Elaine A. Marable and made oath that she saw the within named W. C. Saunders, Jr. sign, seal and, as his act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this the 29th day of September 1960

Gerald C. Smoak (SEAL)

Notary Public for South Carolina.

Elaine A. Marable

STATE OF SOUTH CAROLINA RENUNCIATION OF DOWER

COLLETON COUNTY

I, Gerald C. Smoak, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Carrie M. Saunders, the wife of the within named W. C. Saunders, Jr., 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 Atlantic Coast Line Railroad 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 the 29th day of September 1960

Gerald C. Smoak (SEAL)

Notary Public for South Carolina.

Carrie M. Saunders

NO RENUNCIATION OF DOWER NECESSARY AS TO OTHER GRANTORS, WHO ARE WOMEN.

DEEDS

Form 3517-B—Sheet 2

JAB-31426

163 A

And we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against us and our heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS our hand and seal this 27th day of September 1960.

Signed, sealed and delivered in the presence of:

[signature] (L.S.)
W. C. Saunders, Jr.

[signature] (L.S.)
Josephine S. Pralick

[signature] (L.S.)
Jessie S. Little

[signature] (L.S.)
Ladeen S. Chaplin

(As to W. C. Saunders, Jr.)

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me [signature] and made oath that [signature] saw the within named W. C. Saunders, Jr. sign, seal and, as his act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with [signature] witnessed the execution thereof.

SWORN to before me this the 27th day of September 1960.

[signature] (SEAL)
Notary Public for South Carolina.

[signature]

STATE OF SOUTH CAROLINA RENUNCIATION OF DOWER

COLLETON COUNTY

I, [signature] a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Garrie M. Saunders, the wife of the within named W. C. Saunders, Jr. 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 Atlantic Coast Line Railroad 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 the 27th day of September 1960.

[signature] (SEAL)
Notary Public for South Carolina.

[signature]

NO RENUNCIATION OF DOWER NECESSARY AS TO OTHER GRANTORS, WHO ARE WOMEN.

- 2 -

BOOK 126

J&B-31426 Form 3547-B—Sheet 2

163B

And _____ do hereby bind _____ heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said _____ its successors and assigns, against _____ and _____ heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS _____ hand and seal this _____ day of _____, 19__

Signed, sealed and delivered in the presence of:

[signature] _____ (L.S.)

Virginia A. Jowers _____ (L.S.)

(As to Josephine S. Fralick)

STATE OF SOUTH CAROLINA,

BAMBERG COUNTY.

PERSONALLY appeared before me Virginia A. Jowers and made oath that she saw the within named Josephine S. Fralick sign, seal and, as her act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with R. W. Kemp witnessed the execution thereof.

SWORN to before me this the 3 day of October 1966

[signature] (SEAL) Virginia A. Jowers

Notary Public for South Carolina.

STATE OF SOUTH CAROLINA RENUNCIATION OF DOWER

_____ COUNTY

I, _____, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ 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 _____ 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 the _____ day of _____ 19__

_____

Notary Public for South Carolina.

DEEDS

Form 3547-B – Sheet 2 J&B-31126

1438

And _____ do hereby bind _____ heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said _____ its successors and assigns, against _____ and _____ heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS _____ hand and seal this _____ day of _____ 19__

Signed, sealed and delivered in the presence of:

_____ (L.S.)

_____ (L.S.)

(As to Josephine S. Fralick)

STATE OF SOUTH CAROLINA.

_____ COUNTY.

PERSONALLY appeared before me _____ and made oath that _____ saw the within named _____ sign, seal and, as _____ act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof.

SWORN to before me this the _____ day of _____ 19__

_____ (SEAL)

Notary Public for South Carolina.

STATE OF SOUTH CAROLINA RENUNCIATION OF DOWER

_____ COUNTY

I, _____ a Notary Public, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ 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 _____ 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 the _____ day of _____ 19__

_____

Notary Public for South Carolina.

J&B-31426 Form 3547-B—Sheet 2

163C

And ____ do hereby bind ____ heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said ____ its successors and assigns, against ____ and ____ heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS ____ hand ____ and seal ____ this ____ day of ____, 19____

Signed, sealed and delivered in the presence of:

J. T. Banks

Lynwood Matthews

(As to Jessie S. Cribb)

____ (L.S.)

____ (L.S.)

STATE OF SOUTH CAROLINA,

SALUDA COUNTY.

PERSONALLY appeared before me J. T. Banks and made oath that he saw the within named Jessie S. Cribb sign, seal and, as her act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that he with Lynwood Matthews witnessed the execution thereof.

SWORN to before me this the 6 day of Oct 1960

Roy William Brown (SEAL)
Notary Public for South Carolina.

J. T. Banks

STATE OF SOUTH CAROLINA

____ COUNTY

RENUNCIATION OF DOWER

I, ____, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. ____ the wife of the within named ____ 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 ____ 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 the ____ day of ____, 19____

____
Notary Public for South Carolina.

DEEDS

JAN-31-26 Form 3547-R—Sheet 2

1636

And _____ do hereby bind _____ heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said _____ its successors and assigns, against _____ and _____ heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS _____ hand and seal this _____ day of _____ 19__

Signed, sealed and delivered in the presence of:

_____ (L.S.)

_____ (L.S.)

(As to Jessie S. Cribb) ⁂

STATE OF SOUTH CAROLINA:

SALUDA COUNTY.

J. T. Banks

PERSONALLY appeared before me _____ and made oath that he saw the within named Jessie S. Cribb sign, seal and, as her act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that he with Lynwood Hatchews witnessed the execution thereof.

SWORN to before me this the _____ day of _____ 19__

_____ (SEAL)

Notary Public for South Carolina.

STATE OF SOUTH CAROLINA RENUNCIATION OF DOWER

_____ COUNTY

I, _____, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ 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 _____ 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 the _____ day of _____ 19__

_____

Notary Public for South Carolina.

J&B-31426 Form 3547-B—Sheet 2

163D

And_____ do hereby bind_____ heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said_____ its successors and assigns, against_____ and_____ heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS_____ hand__ and seal__ this_____ day of_____, 19____

Signed, sealed and delivered in the presence of:

H B Edwards

J T Burson

(As to Nadeem S. Chaplin)

Nadeem S. Chaplin (L.S.)

_____ (L.S.)

STATE OF SOUTH CAROLINA,

RICHLAND COUNTY.

PERSONALLY appeared before me H. B. Edwards and made oath that he saw the within named Nadeem S. Chaplin sign, seal and, as his act and deed deliver the within written deed for the uses and purposes therein mentioned, and that he with J. T. Burson witnessed the execution thereof.

SWORN to before me this the 10 day of Oct 1960

J. T. Burson (SEAL)

Notary Public for South Carolina.

J. T. Burson

STATE OF SOUTH CAROLINA RENUNCIATION OF DOWER

_____ COUNTY

I, _____, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ 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 _____ 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 the _____ day of_____, 19____

_____

Notary Public for South Carolina.

DEEDS

164

1130

And _____ do hereby bind _____ heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said _____ its successors and assigns, against _____ and _____ heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS _____ hand and seal this _____ day of _____ 19__

Signed, sealed and delivered in the presence of:

_____ _____ (L.S.)

_____ _____ (L.S.)

(As to Hadeen S. Chaplin)

STATE OF SOUTH CAROLINA.

RICHLAND COUNTY.

PERSONALLY appeared before me _____ and made oath that _____ saw the within named Hadeen S. Chaplin _____ sign, seal and, as _____ act and deed deliver the within written deed for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof.

SWORN to before me this the _____ day of _____ 19__

_____ (SEAL)

Notary Public for South Carolina.

STATE OF SOUTH CAROLINA RENUNCIATION OF DOWER

_____ COUNTY

I, _____ a Notary Public, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ 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 _____ 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 the _____ day of _____ 19__

_____

Notary Public for South Carolina.

BOOK 126

J&B-31426

Form 3547-B—Sheet 1

Warranty Deed-Individual to Corporation

165

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That we, Jessie S. Cribb, Josephine S. Fralick, Nadeen S. Chaplin, W. C. Saunders, Jr., Jeanette S. Vaughn, W. H. Saunders, Betty S. Tucker, Lessie P. Saunders, Miriam C. Saunders, and J. A. Saunders of the County of Colleton in the State of South Carolina, for and in consideration of the sum of Two Thousand Three Hundred Forty-five and no/100 Dollars ($2,345.00) to us in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all those pieces, parcels or tracts of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 80 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now constructed; said strip of land extending northeastwardly from the dividing line between property of the grantors herein and property of West Virginia Pulp and Paper Company, a mean distance of 2,275 feet, more or less, measured along said center line, to the dividing line between property of the grantors herein and property of L. W. Beach; saving and excepting, however, that portion of said strip of land lying within lands owned by said L. W. Beach; also

A small triangular shaped parcel of land adjoining the southeastern side of said strip of land and being bounded on the south and east by lands of said L. W. Beach; containing together 4.4 acres, more or less; also

A strip of land 80 feet wide, being 40 feet wide on each side of said center line; said strip of land extending northeastwardly from the dividing line between property of the grantors herein and property owned by L. W. Beach, a mean distance of 803 feet, more or less, measured along said center line, to the dividing line between property of the grantors herein and property of O. C. Carter; also

A small triangular shaped parcel of land adjoining the southeastern side of said strip of land and being bounded on the southwest by lands of L. W. Beach, and on the east by lands of said O. C. Carter; containing together 2.2 acres, more or less; all as shown outlined in red, respectively, on white prints of Atlantic Coast Line Railroad Company tracings #G-10-8 and #G-10-9, dated April 13, 1960, attached hereto and made a part hereof.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

10-22-60
-1-11 am

Form 431-D—Spec. 1

Non-Direct

Warranty Deed-Individual to Corporation

THE STATE OF SOUTH CAROLINA

COUNTY OF Colleton

KNOW ALL MEN BY THESE PRESENTS that we, Jeanette B. Cahill, Jacqueline B. Bartek, Rebecca B. Chaplin, M. D., Elizabeth B. Thorpe, Regina B. Chaplin, M. D., Benjamin, Martin C. Benjamin and Janet Ann Kennedy, Colleton in the State aforesaid, for and in consideration of the sum of One Thousand Three Hundred, Forty-five and no/100 Dollars ($1,345.00) to us paid by Alexandra Ocean Land Partnership, Corporation in the State aforesaid, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Alexandra Ocean Land Partnership, Corporation, its successors and assigns, all that certain piece, parcel or tract of land lying and being in the County of Colleton, and described as follows, to-wit:

A certain parcel of land 50 feet wide, being 50 feet wide on each side of the center line of a railroad track of the Alexandra Ocean Land Partnership, as now constructed, said parcel of land extending perpendicularly from the right of way of Rose Atwater land portion property of the Grantors herein and property of Rose Atwater Bush and Peter Bush, Jr. and Mary Bush, as to the Grantee herein and property of J. W. Beach; and/or along and across land now or formerly of J. W. Beach; also a parcel of land 50 feet wide, being 50 feet wide on each side of the center line of a railroad track of the Alexandra Ocean Land Partnership, as now constructed, said parcel of land extending perpendicularly from the right of way of Rose Atwater land portion property of the Grantors herein and property of Rose Atwater Bush and Peter Bush, Jr. and Mary Bush, as to the Grantee herein and property of J. W. Beach; and/or along and across land now or formerly of J. W. Beach; also

A small triangular shaped parcel of land adjoining the aforementioned tract of land adjoining the above described parcel of land and being bounded on the northeast by lands of J. W. Beach; and on the west by lands of A. C. Carter; containing one-half acre, more or less; all as shown on plat prepared by Lands & Surveys, Inc., dated March 12, 1969, and made a part hereof.

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 premises before mentioned unto the said Alexandra Ocean Land Partnership, Corporation its successors and assigns, forever.

DEEDS

J&B-31426 Form 8547-B—Sheet 2

165 A

And we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against us and our heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS our hands and seals this 1st day of September 1960

Signed, sealed and delivered in the presence of:

Elaine A. Marable

Gerald C. Smoak

(As to last 6 grantors)

Miriam C. Saunders (L.S.)
Miriam C. Saunders

J. A. Saunders (L.S.)
J. A. Saunders

Jessie S. Cribb (L.S.)

Josephine S. Fralick (L.S.)

Nadeen S. Chaplin (L.S.)

W. C. Saunders, Jr. (L.S.)

Jeanette S. Vaughn (L.S.)

W. H. Saunders (L.S.)

Betty S. Tucker (L.S.)

Lessie P. Saunders (L.S.)

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Elaine A. Marable and made oath that she saw the within named Jeanette S. Vaughn, W. H. Saunders, Betty S. Tucker, Lessie P. Saunders, Miriam C. Saunders and J. A. Saunders sign, seal and, as their act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this the 9th day of September 1960

Gerald C. Smoak (SEAL)
Notary Public for South Carolina.

Elaine A. Marable

STATE OF SOUTH CAROLINA

COLLETON COUNTY

RENUNCIATION OF DOWER

I, Gerald C. Smoak, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Ruth J. Saunders, the wife of the within named W. H. Saunders, 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 Atlantic Coast Line Railroad 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 the 9th day of September 1960

Gerald C. Smoak (SEAL)
Notary Public for South Carolina.

Ruth J. Saunders

NO RENUNCIATION OF DOWER NECESSARY AS TO THE FOLLOWING GRANTORS, WHO ARE WOMEN: JESSIE S. CRIBB, JOSEPHINE S. FRALICK, NADEEN S. CHAPLIN, JEANETTE S. VAUGHN, BETTY S. TUCKER, LESSIE P. SAUNDERS AND MIRIAM C. SAUNDERS.

DEEDS

J&B-31426 Form 2517-B—Sheet 2

165 A

And we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against us and our heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS our hands and seals this 1st day of September, 1960.

Signed, sealed and delivered in the presence of:

Elaine A. Marable

(As to last 6 grantors)

Miriam C. Saunders (L.S.)

J. A. Saunders (L.S.)

Bessie S. Crisp (L.S.)

Josephine S. Pralick (L.S.)

Madgen S. Chaplin (L.S.)

W. C. Saunders, Jr. (L.S.)

Jeanette S. Vaughn (L.S.)

W. H. Saunders (L.S.)

Betty S. Tucker (L.S.)

Lessie P. Saunders (L.S.)

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Elaine A. Marable and made oath that she saw the within named Bessie S. Crisp, Josephine S. Pralick, Madgen S. Chaplin, W. H. Saunders, Betty S. Tucker, Lessie P. Saunders, Miriam C. Saunders and J. A. Saunders sign, seal and, as their act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this the 9th day of September 1960.

Elaine A. Marable

Gerald C. Smoak (SEAL)

Notary Public for South Carolina.

STATE OF SOUTH CAROLINA RENUNCIATION OF DOWER

COLLETON COUNTY.

I, Gerald C. Smoak, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Ruth J. Saunders, the wife of the within named W. H. Saunders, 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 Atlantic Coast Line Railroad 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 the 9th day of September 1960.

Gerald C. Smoak (SEAL)

Notary Public for South Carolina.

NO RENUNCIATION OF DOWER NECESSARY AS TO THE FOLLOWING GRANTORS, WHO ARE WOMEN: JESSIE S. CRISP, JOSEPHINE S. PRALICK, MADGEN S. CHAPLIN, JEANETTE S. VAUGHN, BETTY S. TUCKER, LESSIE P. SAUNDERS AND MIRIAM C. SAUNDERS.

- 2 -

J&B-31426 Form 3547-B—Sheet 2

165B

And _____ do hereby bind _____ heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said _____ its successors and assigns, against _____ and _____ heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS _____ hand and seal this _____ day of _____ 19____

Signed, sealed and delivered in the presence of:

Elaine A. Marable

L. A. Smoak, Jr.

(As to W. C. Saunders, Jr.)

_____ (L.S.)

_____ (L.S.)

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Elaine A. Marable and made oath that she saw the within named W. C. Saunders, Jr. _____ sign, seal and, as his act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with L. A. Smoak, Jr. witnessed the execution thereof.

SWORN to before me this the 8th day of September 19 60

L. A. Smoak, Jr. (SEAL)
Notary Public for South Carolina.

Elaine A. Marable

STATE OF SOUTH CAROLINA — RENUNCIATION OF DOWER

_____ COUNTY

I, _____, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ 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 _____ 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 the _____ day of _____ 19____

_____
Notary Public for South Carolina. (Seal)

DEEDS

1458

And _____ do hereby bind _____ heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said _____ its successors and assigns, against _____ and _____ heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS _____ hand and seal this _____ day of _____, 19__

Signed, sealed and delivered in the presence of:

_____ (L.S.)

_____ (L.S.)

(As to W. C. Saunders, Jr.)

STATE OF SOUTH CAROLINA.

COLLETON COUNTY.

PERSONALLY appeared before me Elaine A. Marable and made oath that she saw the within named W. C. Saunders, Jr. sign, seal and, as his act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with I. A. Smoak, Jr. witnessed the execution thereof.

SWORN to before me this the

3rd day of September 19 60

_____ (SEAL)

Notary Public for South Carolina.

_____

STATE OF SOUTH CAROLINA

RENUNCIATION OF DOWER

_____ COUNTY

I, _____, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ 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 _____ 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 the

_____ day of _____, 19__

_____

Notary Public for South Carolina.

J&B-31426 Form 3547-B—Sheet 2

165C

And ____ do hereby bind ____ heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said ____ its successors and assigns, against ____ and ____ heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS ____ hand ____ and seal ____ this ____ day of ____ 19____

Signed, sealed and delivered in the presence of:

James O. Addy ____ (L.S.)

James L. Edwards Jr. ____ (L.S.)

(As to Jessie S. Cribb)

STATE OF SOUTH CAROLINA,

SALUDA COUNTY.

PERSONALLY appeared before me James O. Addy and made oath that he saw the within named Jessie S. Cribb sign, seal and, as her act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that he with James L. Edwards witnessed the execution thereof.

SWORN to before me this the 13th day of Sept. 1960

Peggy D. Spence (SEAL) James O Addy

Notary Public for South Carolina.

STATE OF SOUTH CAROLINA — RENUNCIATION OF DOWER

COLLETON COUNTY

I, Gerald C. Smoak, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Carrie M. Saunders, the wife of the within named W. C. Saunders, Jr., 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 Atlantic Coast Line Railroad 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 the

9th day of September 1960

Gerald C Smoak (SEAL) Carrie M. Saunders

Notary Public for South Carolina.

DEEDS

Form 1547-B—Sheet 2

1KB-31426

1LSC

And _____ do hereby bind _____ heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said _____ its successors and assigns, against _____ and _____ heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS _____ hand _____ and seal _____ this _____ day of _____, 19__

Signed, sealed and delivered in the presence of:

_____ (L.S.)

_____ (L.S.)

(As to Jessie S. Cribb)

STATE OF SOUTH CAROLINA,

SALUDA COUNTY.

PERSONALLY appeared before me _____ and made oath that _____ saw the within named Jessie S. Cribb sign, seal and, as her act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof.

SWORN to before me this the _____ day of _____ 190__

_____ (SEAL)

Notary Public for South Carolina.

STATE OF SOUTH CAROLINA RENUNCIATION OF DOWER

COLLETON COUNTY

I, Gerald C. Smoak a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Carrie M. Saunders the wife of the within named W. C. Saunders, Jr. 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 Atlantic Coast Line Railroad 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 the _____ day of _____ 190__

_____ (SEAL)

Notary Public for South Carolina.

J&B-31426 Form 3547-B—Sheet 2

165 D

And I do hereby bind myself heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said its successors and assigns, against and heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this day of 19

Signed, sealed and delivered in the presence of:

Juanita M. Meeks (L.S.)

(L.S.)

(As to Josephine S. Fralick)

STATE OF SOUTH CAROLINA,

BAMBERG COUNTY.

PERSONALLY appeared before me Juanita M. Meeks and made oath that she saw the within named Josephine S. Fralick sign, seal and, as her act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with witnessed the execution thereof.

SWORN to before me this the 16th day of September 1960.

Notary Public for South Carolina. (SEAL)

Juanita M. Meeks

STATE OF SOUTH CAROLINA RENUNCIATION OF DOWER

COLLETON COUNTY

I, Gerald C. Smoak, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. ~~Una Mae S. Saunders,~~ J. A. Saunders, the wife of the within named 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 Atlantic Coast Line Railroad 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 the 1st day of September 1960.

Gerald C. Smoak

Notary Public for South Carolina. (SEAL)

Una Mae S. Saunders

DEEDS

Form 8547-B—Sheet 2 JAN-31-26

165 D

And _____ do hereby bind _____ heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said _____ its successors and assigns, against _____ and _____ heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS _____ hand _____ and seal _____ this _____ day of _____, 19__

Signed, sealed and delivered in the presence of:

_____ (L.S.)

_____ (L.S.)

(As to Josephine S. Fralick)

STATE OF SOUTH CAROLINA,

RAMSERG COUNTY.

PERSONALLY appeared before me [illegible] and made oath that [illegible] saw the within named Josephine S. Fralick sign, seal and, as her act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that [illegible] with [illegible] witnessed the execution thereof.

SWORN to before me this the [illegible] day of [illegible] 1950.

_____ (SEAL) _____

Notary Public for South Carolina.

STATE OF SOUTH CAROLINA RENUNCIATION OF DOWER

COLLETON COUNTY

I, Gerald C. Brook, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Ina Mae S. Saunders, the wife of the within named J. A. Saunders, 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 Atlantic Coast Line Railroad 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 the [illegible] day of September 1950.

_____ (SEAL) _____

Notary Public for South Carolina.

BOOK 126

J&B-31426 Form 3547-B—Sheet 2

221

165E

And I do hereby bind MYSELF + MY heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said ATLANTIC COASTLINE RAILROAD COMPANY its successors and assigns, against ME and MY heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS MY hand and seal this 21ST day of SEPTEMBER 1960

Signed, sealed and delivered in the presence of:

A.C. Williamson

Margaret Blackwell

(As to Nadeen S. Chaplin)

Nadeen S. Chaplin (L.S.)

(L.S.)

STATE OF SOUTH CAROLINA,

~~RICHLAND~~ COUNTY.

PERSONALLY appeared before me MARGARET BLACKWELL and made oath that SHE saw the within named ~~Nadeen S. Chaplin~~ sign, seal and, as ~~her~~ act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that SHE with A. C. WILLIAMSON witnessed the execution thereof.

SWORN to before me this the 21ST day of SEPTEMBER 1960

A.C. Williamson

Notary Public for South Carolina. (SEAL)

Margaret Blackwell

STATE OF SOUTH CAROLINA

COUNTY

RENUNCIATION OF DOWER

I, _____, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ 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 _____ 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 the _____ day of _____ 19____

_____

Notary Public for South Carolina.

DEEDS

166

1 LSE

And I do hereby bind MYSELF + MY heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said [illegible] its successors and assigns, against MY and MY heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS MY hand and seal this 21st day of SEPTEMBER, 1960

Signed, sealed and delivered in the presence of:

[illegible] (L.S.)

[illegible] (L.S.)

(As to Radeen S. Chaplin)

STATE OF SOUTH CAROLINA.

RICHLAND COUNTY.

PERSONALLY appeared before me MARGARET BLACKWELL and made oath that SHE saw the within named Radeen S. Chaplin sign, seal and, as her act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that SHE with [illegible] witnessed the execution thereof.

SWORN to before me this the 21st day of SEPTEMBER 1960.

[illegible] (SEAL)

Notary Public for South Carolina.

STATE OF SOUTH CAROLINA RENUNCIATION OF DOWER

COUNTY

I, _____, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ 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 _____ 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 the _____ day of _____ 19__

_____

Notary Public for South Carolina.

BOOK 126

OPTION TO PURCHASE LAND

167

KNOW ALL MEN BY THESE PRESENTS THAT John C. Nettles

hereinafter called "OPTIONOR", in consideration of the sum of One and no/100 --- Dollars ($ 1.00) (hereinafter called the "option price") to me in hand paid at the date hereof by SOUTH CAROLINA ELECTRIC & GAS COMPANY, a corporation of the State of South Carolina, hereinafter called "OPTIONEE", the receipt whereof is hereby acknowledged, hereby give unto Optionee, the option, to be exercised as hereinafter provided at any time within from the date hereof, of purchasing, in fee simple, for the price of Nine hundred forty four and 60/100 Dollars ($ 944.60) hereinafter called the "purchase price"),

ALL THAT CERTAIN lot or piece of land, with the buildings and improvements thereon erected, situate in the of , County of Colleton , State of South Carolina, bounded and described as follows, to wit: A tract 250' x 375' fronting on State route S-15-132 including a portion of the 100' R/W of the St. George-Ritter 11SKV line

Being the same premises or part of the same premises which were acquired by the Optionor by (See note on back)

And Optionor also hereby give unto Optionee, its employees, engineers and/or agents, the right, during the period of this option, and thereafter, if the option is exercised, until the date of settlement, to enter upon the premises of Optionor for the purpose of making surveys and investigations.

This option may be exercised within the time above specified by written notice delivered or sent by registered mail to John C. Nettles, Rt 2, Walterboro, S.C. c/o Howell Nettles , provided, however, that if Optionee shall fail to exercise this option within the time and in the manner aforesaid, then the same shall be null and void and any sum or sums paid by Optionee to secure it shall be forfeited to Optionor.

Upon the exercise of this option as aforesaid, it shall be and become a binding agreement of sale between Optionor and Optionee, enforceable at law or in equity and Optionor and Optionee expressly covenant and agree as follows:

1. Settlement shall be made at Walterboro, S. C. on or before the 13th day of November, 1960, whereupon Optionee shall have immediate possession of the aforesaid property.

2. At the time of settlement Optionor shall deliver to Optionee a general warranty deed for the above described real estate, properly executed and acknowledged and sufficient in law to vest title thereto in the said Optionee, and Optionee shall pay to Optionor the purchase price hereinabove named, less the amount of the option price and less any sum or sums paid by Optionee to Optionor to secure an extension of the option period or of the date for settlement.

3. The title to be delivered by Optionor shall be good and marketable, free and clear of all liens and encumbrances, and such as will be insured by any title company at current rates; provided, however, that if Optionor is/are unable to deliver a title as aforesaid, then Optionor, at the option of the Optionee, agree either to deliver such title as they may possess or to refund any sum or sums paid by Optionee.

4. All taxes and water rent shall be apportioned to the date of settlement.

5. The provisions hereof shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns, as the case may be, of Optionor and Optionee.

IN WITNESS WHEREOF, the Optionor has/have caused this instrument to be duly executed, under seal, this 13th day of September, 1960.

Signed, sealed and delivered in the presence of:

WITNESS:

William B. Nettles — John C. Nettles (SEAL)

Howell Nettles (SEAL)

J. D. Shillito (SEAL)

Recorded 11/1/60 - 9 AM (SEAL)

(SEAL)

Form RW-4-SC-10-60

11-1-60 Pam

(Note) STATE HOW OPTIONOR ACQUIRED TITLE:

1. If by will, obtain name of descendant, date of death and place will filed.

2. If by deed, obtain name and grantor, date of deed and book and page of record.

3. If by inheritance from descendant who died without will, obtain name of descendant, date of death and name of heirs. (Noting any who are minors.)

4. Additional recitals, if any, as to source of Optionor's title.

by deed from J. W. Nettles to J. C. Nettles, Sept. 10, 1918, as recorded in the office of the Clerk of Court for Colleton County, in book 47 at page 332.

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON SS

PERSONALLY appeared before me J. D. Shillito and made oath that he saw the within named John C. Nettles sign, seal and as his act and deed deliver the within option for the uses and purposes therein mentioned, and that he with William B. Nettles in the presence of each other, witnessed the due execution thereof.

J. D. Shillito

Sworn to before me this 15th
day of September 1960
W. Gresham Meggett
Notary Public for South Carolina.

OPTION TO PURCHASE LAND

Notary Public for South Carolina.

BOOK 126

169

Form FHA-61
(Rev. 5-6-54)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

STANDARD FARM LEASE

THIS LEASE is entered into this 2nd day of November 1960, 19__, between Mrs. R. P. Kyle, landlord, of Lodge, S. C. (Address)
and A. B. Gilberg, tenant, of R. 1, Islandton, S. C. (Address)

1. DESCRIPTION OF PROPERTY.—The landlord hereby leases to the tenant, to occupy and use for agricultural and related purposes; the following-described property, located in Colleton County, State of S. C.:
Land deeded to me by Mrs Agnes Thomas and bounded north by public road and land of R. C. Pennington; East by lands of V. W. Jones and Ula Jones, S V. W. Jones and Don Jones and West by Mrs. Bernice Kinard Mrs. M. T. Riser and McGee Fralix.

and consisting of 212 acres, more or less, together with all buildings and improvements thereon and all rights thereto appertaining except as otherwise specified ~~Owner to have occupancy of~~ dwelling house as long as desired for residence.
(All this property together is hereinafter referred to as the "farm.") The landlord warrants that he has the right to lease the farm, and will defend the tenant's possession against any and all persons whomsoever.

2. TERM OF LEASE.—The term of this lease shall be 5 year(s) from Jan 1, 19 61, to Jan. 1, 1966, and this lease shall continue in effect from year to year thereafter until written notice of termination is given by either party to the other at least 6 months before expiration of this lease or any renewal.

3. RENTAL RATES AND ARRANGEMENTS.

(A) *Crop-Share, Crop-Share-Cash, Cash, or Standing Rent and Arrangements.*—The tenant agrees to use the land and to pay as rent the shares of crops, cash, and/or quantities of crops as indicated below:

(1) Use of Land	(2) Acres	Kind and Amount of Rent To Be Paid		
		(3) Crop-share	(4) Cash	(5) Quantity of crop
			$	
For producing food for the family				
Woodland				
Farmstead and lots				
TOTAL FARM		XXXXXXX	$	XXXXXXX

Additional agreements relative to crops and land use: tennant to have use of all open land for such farming purposes as he sees fit.

SEE NEXT PAGE

DEEDS

(B) *Livestock-Share Rent and Arrangements.*—It is agreed that the tenant (or the parties jointly) will engage in the commercial production of livestock, and as rent livestock and livestock products will be distributed or divided, according to the arrangements as indicated below: 169A

(1) Kind of Livestock To Be Kept	(2) Number To Be Kept on Farm	Share Furnished by Landlord: (3) Livestock	(4) Feed produced on the farm	Share Received by Landlord: (5) Offspring or increase in herd	(6) Livestock sales	(7) Sales of livestock products

Additional agreements relative to livestock: Tennant to raise livestock as he sees fit.

(C) *Payment of Rent.*—All rents agreed to, whether cash or share of crop or livestock receipts, shall be paid, distributed, or divided at the time and place as specified below: Cash rent of $350.00 annually ; to be paid on or before the first day of December 1961, and thereafter on the same date each year for the life of this contract.

4. OPERATIONAL EXPENSES.—The tenant will furnish all labor, equipment, and expenses for the operation of the farm except as indicated below:

(1) Item of Expense	(2) Furnished by Landlord	(1) Item of Expense	(2) Furnished by Landlord	(1) Item of Expense	(2) Furnished by Landlord

Additional agreements relative to operational expenses: Tennant to bear all expenses of operation.

5. SOIL CONSERVATION AND CAPITAL IMPROVEMENTS.—To conserve the soil and to improve the farm, including the woodland, the two parties agree to carry out conservation practices and measures and to make other capital improvements, and to share contributions and costs necessary for completion of such practices and improvements as set forth below. The tenant shall be reimbursed by the landlord when the practice, measure, or improvement is completed, or will be compensated for its unexhausted value when the tenant leaves the farm, according to the schedule below:

(1) Conservation Practice, Measure or Other Capital Improvement	(2) Date To Be Completed	Percent To Be Furnished by Landlord and by Tenant: (3) Materials L	(3) Materials T	(4) Labor L	(4) Labor T	(5) Machinery or trucking L	(5) Machinery or trucking T	(6) Value Placed on Tenant's Contribution	(7) Rate of Annual Depreciation (Percent)
								$	

Additional agreements relative to soil conservation and capital improvements: ~~Tennant to~~ carry out any conservation measures he deems proper and receive payment for same.

6. PAYMENT FOR PREPARING OR SEEDING LAND.—When the tenant leaves the farm, if the total acreage of prepared or seeded land is greater than at the beginning of his tenancy, he will be compensated by the landlord on the basis of the value of such excess acreages. If such total acreage is less than at the beginning of his tenancy, the tenant will compensate the landlord on the basis of the value of such deficiency, provided, the deficiency is not due to drought, flood, or other causes beyond the control of the tenant. The acreages at the beginning of this tenancy and the basis of payment are as follows:

All seedings to be at the option of tennant.

11-9-60 Jan 1961

SEE NEXT PAGE

7. IT IS MUTUALLY AGREED THAT: 169B

(1) The acres of crops and numbers of livestock shown above are those planned for the first year of this lease, and may be changed from year to year by mutual agreement.

(2) If it is impracticable in any year, from causes beyond the tenant's control, to grow the crops and to keep the livestock according to the plan shown, appropriate adjustments will be worked out by the two parties.

(3) Willful neglect, failure, or refusal by either party to carry out any major provision of this lease shall give the other party the benefits of any proceedings provided by law.

(4) This lease shall not be deemed to give rise to a partnership relation, and neither party shall have authority to obligate the other without written consent.

(5) The terms of this lease shall apply to the heirs, executors, administrators, successors, and assigns of both landlord and tenant in like manner as to the original parties.

(6) Any differences between the parties under this lease that cannot be settled after thorough discussion, shall be submitted for arbitration by a committee of three disinterested persons, one selected by each party hereto and the third by the two thus selected; and their decision shall be accepted by both parties.

(7) The landlord will furnish materials and the tenant will perform labor for normal maintenance and repairs, except that skilled labor which the tenant himself is unable to perform satisfactorily will be furnished by the landlord including the following: VOID

(8) The farm will be operated in compliance with governmental programs as follows: As tenant sees proper

(9) The two parties will buy and sell jointly owned livestock according to the following agreement: Void

(10) At the termination of this lease all jointly owned livestock or other property will be divided or disposed of as follows: Void

8. THE TENANT AGREES THAT:

(1) Crops will be grown in fields specified, and no pastures or meadow land will be plowed without written consent of landlord.

(2) Subject to the other provisions of this lease relating to repairs, he will maintain the farm during his tenancy in as good condition and repair as at the beginning, or as later improved, normal wear and depreciation from causes beyond the tenant's control excepted.

(3) He will operate the farm in an efficient and husbandlike way, will do the plowing, seeding, cultivating, and harvesting at the proper time and in the proper manner.

(4) He will keep in good repair all grass waterways, terraces, open ditches, and inlets and outlets of tile drains.

(5) He will not commit waste on or damage to the farm and will use due care to prevent others from so doing.

(6) He will take for fuel or use on the farm only dead or unmarketable timber or other timber designated by the landlord and will sell no timber without the landlord's written consent.

(7) He will permit the landlord or his agent to enter the farm at any reasonable time for repairs, improvements, and inspection. Void

(8) He will not assign this lease or sublet any part of the farm without the written consent of the landlord or rent additional land except Void

(9) He will spread the manure on the farm as soon as practicable on fields agreed upon by the two parties, and will not burn cornstalks, straw, or other crop residues grown upon the farm except as follows: Void

(10) He will keep adequate records in regard to: Void

9. THE LANDLORD AGREES THAT:

(1) The tenant may buy without further authorization materials for normal maintenance and repairs in a total amount not to exceed $..... within each year, and he will credit or reimburse the tenant for such expenditures.

(2) He will replace or repair the dwelling or any other building that may be destroyed or damaged by fire, flood, or other cause beyond the control of the tenant as promptly as possible or make rental adjustments in lieu of replacements.

(3) Minor improvements of a temporary or removable nature (not provided for in Section 5 above) which do not mar the condition or appearance of the farm may be made by the tenant at his own expense. The tenant may at any time this lease is still in effect, or within a reasonable time thereafter, remove such improvements, provided he leaves in good condition that part of the farm acquire in or on: (a) the livestock and farm equipment purchased or refinanced by the borrower with Farmers Home Administration loan(s); (b) the livestock and farm equipment owned by the borrower, other than that purchased or refinanced with Farmers Home Administration loan(s), which interest or lien resulted from advances made for supplies, or for supplies furnished, or for past due rent; (c) the crops of the borrower except his interest in crops grown in any year for that year's rent.

(7) In further consideration of loan(s) to be made by the Farmers Home Administration he: (a) Consents to release of proceeds from the sale of crops to pay expenses for harvesting and marketing or to care for and preserve the property serving as security for the Government's loan(s); (b) assigns to the Farmers Home Administration

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Form FHA-31
(Rev. 5-6-64)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

STANDARD FARM LEASE

THIS LEASE is entered into this 2nd day of November 1960, 19__, between Mrs. R. P. Kyle, landlord, of Lodge, S. C. (Address) and A. B. Gilbert, tenant, of R. 1, Islandton, S. C. (Address)

1. DESCRIPTION OF PROPERTY.—The landlord hereby leases to the tenant, to occupy and use for agricultural and related purposes, the following-described property, located in Colleton County, State of S. C.:

Land deeded to me by Mrs. Agnes Thomas and bounded north by public road and land of R. C. Pennington; East by lands of V. W. Jones and Ula Jones, S. V. W. Jones and Don Jones and West by Mrs. Bernice Kinard Mrs. M. T. Riser and McGee Fralix.

and consisting of 212 acres, more or less, together with all buildings and improvements thereon and all rights thereto appertaining except as otherwise specified Owner to have occupancy of dwelling house as long as desired for residence. (All this property together is hereinafter referred to as the "farm.") The landlord warrants that he has the right to lease the farm, and will defend the tenant's possession against any and all persons whomsoever.

2. TERM OF LEASE.—The term of this lease shall be 5 year(s) from Jan 1, 1961, to Jan. 1, 1966, and this lease shall continue in effect from year to year thereafter until written notice of termination is given by either party to the other at least 6 months before expiration of this lease or any renewal.

3. RENTAL RATES AND ARRANGEMENTS.

(A) *Crop-Share, Crop-Share-Cash, Cash, or Standing Rent and Arrangements.*—The tenant agrees to use the land and to pay as rent the shares of crops, cash, and/or quantities of crops as indicated below:

(1) Use of Land	(2) Acres	Kind and Amount of Rent To Be Paid (3) Crop-share	(4) Cash	(5) Quantity of crop
			$	
For producing food for the family				
Woodland				
Farmstead and lots				
TOTAL FARM		XXXXXXX	$	XXXXXXX

Additional agreements relative to crops and land use: tennant to have use of all open land for such farming purposes as he sees fit.

169B

7. IT IS MUTUALLY AGREED THAT:

(1) The acres of crops and numbers of livestock shown above are those planned for the first year of this lease, and may be changed from year to year by mutual agreement.

(2) If it is impracticable in any year, from causes beyond the tenant's control, to grow the crops and to keep the livestock according to the plan shown, appropriate adjustments will be worked out by the two parties.

(3) Willful neglect, failure, or refusal by either party to carry out any major provision of this lease shall give the other party the benefits of any proceedings provided by law.

(4) This lease shall not be deemed to give rise to a partnership relation, and neither party shall have authority to obligate the other without written consent.

(5) The terms of this lease shall apply to the heirs, executors, administrators, successors, and assigns of both landlord and tenant in like manner as to the original parties.

(6) Any differences between the parties under this lease that cannot be settled after thorough discussion, shall be submitted for arbitration by a committee of three disinterested persons, one selected by each party hereto and the third by the two thus selected; and their decision shall be accepted by both parties.

(7) The landlord will furnish materials and the tenant will perform labor for normal maintenance and repairs, except that skilled labor which the tenant himself is unable to perform satisfactorily will be furnished by the landlord including the following: VOID

(8) The farm will be operated in compliance with governmental programs as follows: As tenant sees proper

(9) The two parties will buy and sell jointly owned livestock according to the following agreement: Void

(10) At the termination of this lease all jointly owned livestock or other property will be divided or disposed of as follows: Void

8. THE TENANT AGREES THAT:

(1) Crops will be grown in fields specified, and no pastures or meadow land will be plowed without written consent of landlord.

(2) Subject to the other provisions of this lease relating to repairs, he will maintain the farm during his tenancy in as good condition and repair as at the beginning, or as later improved, normal wear and depreciation from causes beyond the tenant's control excepted.

(3) He will operate the farm in an efficient and husbandlike way, will do the plowing, seeding, cultivating, and harvesting at the proper time and in the proper manner.

(4) He will keep in good repair all grass waterways, terraces, open ditches, and inlets and outlets of tile drains.

(5) He will not commit waste on or damage to the farm and will use due care to prevent others from so doing.

(6) He will take for fuel or use on the farm only dead or unmarketable timber or other timber designated by the landlord and will sell no timber without the landlord's written consent.

(7) He will permit the landlord or his agent to enter the farm at any reasonable time for repairs, improvements, and inspection. void

(8) He will not assign this lease or sublet any part of the farm without the written consent of the landlord or rent additional land except void

(9) He will spread the manure on the farm as soon as practicable on fields agreed upon by the two parties, and will not burn cornstalks, straw, or other crop residues grown upon the farm except as follows: void

(10) He will keep adequate records in regard to: void

9. THE LANDLORD AGREES THAT:

(1) The tenant may buy without further authorization materials for normal maintenance and repairs in a total amount not to exceed $..... within each year, and he will credit or reimburse the tenant for such expenditures.

(2) He will replace or repair the dwelling or any other building that may be destroyed or damaged by fire, flood, or other cause beyond the control of the tenant as promptly as possible or make rental adjustments in lieu of replacements.

(3) Minor improvements of a temporary or removable nature (not provided for in Section 5 above) which do not mar the condition or appearance of the farm may be made by the tenant at his own expense. The tenant may at any time this lease is still in effect, or within a reasonable time thereafter, remove such improvements, provided he leaves in good condition that part of the farm acquire in or on: (a) the livestock and farm equipment purchased or refinanced by the borrower with Farmers Home Administration loan(s); (b) the livestock and farm equipment owned by the borrower, other than that purchased or refinanced with Farmers Home Administration loan(s), which interest or lien resulted from advances made for supplies, or for supplies furnished, or for past due rent; (c) the crops of the borrower except his interest in crops grown in any year for that year's rent.

(7) In further consideration of loan(s) to be made by the Farmers Home Administration he: (a) Consents to release of proceeds from the sale of crops to pay expenses for harvesting and marketing or to care for and preserve the property serving as security for the Government's loan(s); (b) assigns to the Farmers Home Administration

BOOK 126

169

Form FHA-61
(Rev. 6-1-64)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

STANDARD FARM LEASE

THIS LEASE is entered into this 2nd day of November 1960, 19__, between Mrs. R. P. Kyle, landlord, of Lodge, S. C. (Address) and A. B. Gilbert, tenant, of R. 1, Islandton, S. C. (Address)

1. DESCRIPTION OF PROPERTY.—The landlord hereby leases to the tenant, to occupy and use for agricultural and related purposes, the following-described property, located in Colleton County, State of S. C.:

Land deeded to me by Mrs. Agnes Thomas and bounded north by public road and land of R. C. Pennington; East by lands of V. W. Jones and Ula Jones, S V. W. Jones and Don Jones and West by Mrs. Bernice Kinard Mrs. M. T. Risor and McGee Bralix.

and consisting of 212 acres, more or less, together with all buildings and improvements thereon and all rights thereto appertaining except as otherwise specified ~~Owner to have occupancy of~~ dwelling house as long as desired for residence. (All this property together is hereinafter referred to as the "farm.") The landlord warrants that he has the right to lease the farm, and will defend the tenant's possession against any and all persons whomsoever.

2. TERM OF LEASE.—The term of this lease shall be 5 year(s) from Jan 1, 1961, to Jan. 1, 1966, and this lease shall continue in effect from year to year thereafter until written notice of termination is given by either party to the other at least 6 months before expiration of this lease or any renewal.

3. RENTAL RATES AND ARRANGEMENTS.

(A) *Crop-Share, Crop-Share-Cash, Cash, or Standing Rent and Arrangements.*—The tenant agrees to use the land and to pay as rent the shares of crops, cash, and/or quantities of crops as indicated below:

(1) Use of Land	(2) Acres	Kind and Amount of Rent To Be Paid (3) Crop-share	(4) Cash	(5) Quantity of crop
			$	
For producing food for the family				
Woodland				
Farmstead and lots				
TOTAL FARM		XXXXXXX	$	XXXXXXX

Additional agreements relative to crops and land use: tennant to have use of all open ~~land for such farming purposes as he sees fit.~~

from which they are removed.

(4) If he should sell or otherwise transfer the farm, he will do so subject to the provisions of this lease.

(5) The tenant may take for home use the following kinds and quantities of jointly owned crops, livestock, and/or livestock products: .....
void

(6) In consideration of loan(s) to be made by the Farmers Home Administration, he hereby subordinates in favor of the Farmers Home Administration any interest or lien he now has or may acquire in crops because of the tenant's abandonment, except that this assignment does not apply to the landlord's interest for current rent for the year of the abandonment, or to his interest, if any, in livestock for current rent for that year under the terms of paragraph 3 (b) of this agreement.

(8) In further consideration of loan(s) to be made by the Farmers Home Administration, he hereby agrees that this lease can be terminated only by written notice as provided in paragraph 2 hereof and that when the right of such written notice of termination is exercised by either party he will furnish a copy thereof to the Farmers Home Administration.

10. ADDITIONAL AGREEMENTS: Tenant to have the privilege to buy the farm for $8,000.00 at any time during the life of this contract.

IN WITNESS WHEREOF, the parties have signed this lease on the date first above written.
Witnesses as to both signatures:

Woodrow W. Martin (seal affixed)

H. P. Ponds

Mrs. R. P. Kylo [SEAL]
(Landlord)

~~xxx~~ R. P. Kylo [SEAL]

A. B. Gilbert [SEAL]
(Tenant)

ACKNOWLEDGMENT (Proper form to be inserted):

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me H. B. Ponds and made oath that he saw the within named A. B. Gilbert, Mrs. R. P. Kylo and R. P. Kylo and A. B. Gilbert sign, seal and as their act and deed, deliver the within written instrument and that he with Woodrow W. Martin witnessed the execution thereof.

SWORN to before me this 1st day of Nov. A.D. 1960

Woodrow W. Martin (seal affixed) (L.S.)
Notary Public for S. C.

H. B. Ponds

STANDARD FARM LEASE

Between ... For ... State of ... From ... To ... Renewed ... From ... To ...

USE OF STANDARD FARM LEASE
This lease is prepared for use by landlords and tenants in all types of renting—crop-share, crop-share-cash, cash, standing, or livestock-share. Some changes may be necessary in order to adapt the general provisions to a specific kind of rent or to a particular farm. Spaces are provided for writing in any particular details or special arrangements that a landlord and tenant may want.

For Cancellation of Contract see Page 123

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

ASSIGNMENT OF INTEREST IN CONTRACT

KNOW ALL MEN BY THESE PRESENTS, that I, Williams C. Watkins of Walterboro, South Carolina, for and in consideration of the sum of One hundred fifty and no/100 ($150.00) dollars, to me paid by Wendell M. Smoak, the receipt whereof is hereby acknowledged, do hereby assigns, transfer and set over unto the said Wendell M. Smoak, all my interest in that certain contract with First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, same being for the purchase of that certain lot known and designated as Lot "A" on State Highway No. 644, Mt. Carmel Highway, and containing three (3) acres, said contract being dated June 24, 1960, and recorded in the R. M. C. Office for Colleton County in deed book 126, page 123.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23 day of November 1960.
Witness:
Marguerite S. Kinard
Osborne H. Rhodes.

William C. Watkins

Recorded 11/25/60 - A. B. Crosby, Clerk - 10 AM

SOUTH CAROLINA, COLLETON COUNTY

MARCH 22, 1961

On this, the 22nd day of March, nineteen hundred and sixty-one (1961) I do hereby agree to lease to Buddy Davis with the following provisions and descriptions:

(1) Lease to run from year to year, payable at the rate of Five ($5) dollars per month upon option of Mr. Baggett.

(2) Buddy Davis agrees to use only for pasture and does not have the right to use for any other purpose.

(3) His fence shall be put on the run of Jones Swamp, and shall be at least one foot (1 ft) outside of all lines on the hill.

(4) If Mr. Baggett has a sale for this property, this lease shall become null and void immediately. Buddy Davis may, however, remove his fence.

(5) This agreement is for all of the swamp lands of Mr. J. W. Baggett north of highway, and does not include any high land.

Witness:
Emory Bunton
John L. Frank

J. W. Baggett
Mrs. J. W. Baggett

Per- State of South Carolina, County of Colleton

Personally appeared before me John L. Frank and made oath that he saw the within named J. W. Baggett and Mrs. J. W. Baggett sign, seal and deliver the within written instrument and that he with J. N. Frank witnessed the execution thereof.
Sworn to before me this 22nd
day of March 1961.
J. N. Frank, NP for S.C.(seal affixed)

John L. Frank

Recorded 5/15/61 - 9 AM

DEEDS

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BOOK 126

JAH
J&H 3142A
Warranty Deed-Individual to Corporation

Form 8547-B—Sheet 1

173

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That I, Connie Fralix, of the County of Colleton in the State of South Carolina, for and in consideration of the sum of Two Hundred Dollars ($200.00) to me in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all that piece, parcel or tract of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

All that portion of property of the grantor herein lying within 40 feet of the center lines of the tracks of the Atlantic Coast Line Railroad Company, as now constructed, forming the east and west legs and the stem of the wye track at the junction of the main track of the Atlantic Coast Line Railroad Company and the track which has been constructed to serve South Carolina Electric & Gas Company, the center lines of said wye track being described as follows:

West Leg: Beginning at a point in the center line of the Atlantic Coast Line Railroad Company's main track, which point is distant 968.1 feet northwestwardly, measured along the center line of said main track, from mile post MF-447; running thence southeastwardly along a #10 turnout to the left 90 feet to a point of curve; thence eastwardly along a 10° 36' curve to the left and being tangent to the preceding course, 746.23 feet to a point of tangent; thence northeastwardly, tangent to the preceding curve, 355 feet to the point of switch at the junction of the west leg of said wye track and the east leg thereof; thence northeastwardly along a prolongation of the preceding course, 4.8 feet to the dividing line between the property of W. H. Saunders and property of O. H. Rhodes, et al, which dividing line is also between the property of the grantor herein and property of said O. H. Rhodes, et al.

East Leg: Beginning at a point in the center line of the Atlantic Coast Line Railroad Company's main track, which point is distant 364.7 feet southeastwardly, measured along the center line of said main track, from mile post MF-447; running thence northwestwardly along a #10 turnout to the right, 88.7 feet to a point of curve; thence northwardly along an 8° 00' curve to the right and being tangent to the preceding course, 1,029.58 feet to a point of tangent; thence northeastwardly, tangent to the preceding curve, 72.9 feet to the above-mentioned point of switch at the junction of the east leg of said wye track and the west leg thereof.

The portion of the property of the grantor herein hereby conveyed is bounded on the north by land now or formerly of O. H. Rhodes, et al; on the west by land now or formerly of the Estate of W. C. Saunders; and on the east by land now or formerly of W. H. Saunders; containing 0.8 acre, more or less, and being shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing #G-10-6, dated April 13, 1960, attached hereto and made a part hereof.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

Recorded Nov 25 1960

DEEDS

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173A

JAB-31428 Form 8547-B—Sheet 2

173B

And I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against me and my heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 22nd day of November 1940

Signed, sealed and delivered in the presence of:

Marguerite S. Kinard
Osborne H. Rhodes

Connie Fralix (L.S.)

(L.S.)

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Marguerite S. Kinard and made oath that she saw the within named Connie Fralix sign, seal and, as her act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Osborne H. Rhodes witnessed the execution thereof.

SWORN to before me this the 22nd day of November 1940.

Osborne H. Rhodes
Notary Public for South Carolina. (SEAL)

Marguerite S. Kinard

STATE OF SOUTH CAROLINA

COUNTY

NO RENUNCIATION OF DOWER NECESSARY - GRANTOR A WOMAN

I, _____, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ 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 _____ 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 the _____ day of _____ 19____

Notary Public for South Carolina.

DEEDS

174

J&B-81428

Form 8547-B—Sheet 1

Warranty Deed-Individual to Corporation

175

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That I, Lee G. Drevry, of the County of Colleton in the State of South Carolina, for and in consideration of the sum of Three Hundred and no/100 Dollars ($300.00) to me in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all that piece, parcel or tract of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 80 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now located and to be constructed; said strip of land extending northeastwardly from the dividing line between the property of the grantor herein and property of Florrie S. Schroeder and Jennie Ruth S. Orser, a mean distance of 1,302 feet, more or less, measured along said center line, to the dividing line between property of the grantor herein and property of R. A. Durham (presently leased to Union Bag-Camp Paper Corporation) containing 2.4 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing #C-10-18, dated April 13, 1960, attached hereto and made a part hereof.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

11 am

1-17-1961

DEEDS

Form 2178-1 Short

THE STATE OF SOUTH CAROLINA

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS That _____

_____ in the State _____

_____ in the County _____

_____ in bond _____

_____ a corporation organized and existing under the

laws of the State of _____

_____ the receipt of which is hereby acknowledged, _____

_____ the said _____

_____ and _____

_____ the said _____

_____ and _____

_____ the said _____

_____ and

BOOK 126

J&B-31426 Form 3547-B—Sheet 2

175-B

And I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against me and my heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 17th day of January, 1961

Signed, sealed and delivered in the presence of:

Elaine A. Marable — Lee G. Dravdy (L.S.)

Budd C. Smoak — (L.S.)

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Elaine A. Marable and made oath that she saw the within named Lee G. Dravdy sign, seal and, as his act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Budd C. Smoak witnessed the execution thereof.

SWORN to before me this the 17th day of January 1961

Budd C. Smoak (SEAL)
Notary Public for South Carolina.

Elaine A. Marable

STATE OF SOUTH CAROLINA

COUNTY

NO RENUNCIATION OF DOWER NECESSARY - GRANTOR UNMARRIED

I, _____, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ 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 _____ 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 the _____ day of _____ 19____

_____
Notary Public for South Carolina.

DEEDS

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175B

And I do hereby bind myself and my heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against me and my heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 17th day of January 1961

Signed, sealed and delivered in the presence of:

[signature] (L.S.)

[signature] (L.S.)

STATE OF SOUTH CAROLINA.

COLLEGE COUNTY.

PERSONALLY appeared before me [signature] and made oath that [illegible] saw the within named Lee C. Browdy sign, seal and, as his act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with [signature] witnessed the execution thereof.

SWORN to before me this the 17th day of January 1961

[signature] (SEAL)

Notary Public for South Carolina.

[signature]

STATE OF SOUTH CAROLINA

COUNTY

NO RENUNCIATION OF DOWER NECESSARY - GRANTOR UNMARRIED

I, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named 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 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 the day of 19

Notary Public for South Carolina.

BOOK 126

2129 177

South Carolina
State Highway Department
Form No. 2090 Rev. 7/1/60

THE STATE OF SOUTH CAROLINA)
County of Colleton)

LEASE
Borrow and Material Pit

Docket No. 15,331 & 15,332 Route No. Road No. 271 & 303

THIS AGREEMENT made and entered into this 31 day of January, 1961, by and between Roy Bell

hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, top soil, earth, gravel, sand, stone, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 3.5 feet, consisting of 0.7 acres, more or less, situated on land owned by the lessor, described as follows:

Sand clay pit located inwooded land approximately 16630' left Sta. ~~xxxxxx~~ 0-00
Road 271 and bounded on all sides by lands of lessor.

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows:

TO HAVE AND TO HOLD the said right to remove top soil, earth, gravel, stone, sand, or other similar material, from said pit or pits, and the right of access thereto until

July 1, 1962

And in consideration thereof, the Highway Department hereby covenants and agrees to pay to the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such soil or materials, [~~as are actually excavated, or caused to be excavated~~] rents and royalties in the sum of Two hundred ($200.00) Dollars [per acre], plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 30 days from date hereof [~~after excavation shall have been completed~~], or as follows:

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the top soil, earth, gravel, sand, stone, or other similar material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows:

3.

~~2/26x~~ 2/2/61 - 11 AM

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out.

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor;
Yellow - Chief Accountant; Pink - District Engineer;

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IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

Norman A. Padgett

J. H. Hayden, Jr.,

Roy Bell

Lessor.

Witnesses as to State Highway Department:

Shirley Ann Linder

Gene M. Garris

S. C. State Highway Department

By Foch Ulmer

The State of South Carolina

County of Colleton

As to Lessor

Personally appeared before me Norman A. Padgett and made oath that he saw the within named Roy Bell sign, seal and as his act and deed, execute the within written instrument; and that he with J. H. Hayden, Jr., witnessed the execution thereof.

Sworn to before me this 31 day of January, 1961

Norman A. Padgett

J. B. Pinckney, Sr.,

Notary Public for S. C.

The State of South Carolina

County of Colleton

As to Highway Department

Personally appeared before me Shirley Ann Linder and made oath that she saw the within named Foch Ulmer sign, seal and as ___ act and deed, execute the within written instrument; and that she with Gene M. Garris witnessed the execution thereof.

Sworn to before me this 31 day of January, 1961

Shirley Ann Linder

J. B. Pinckney, Sr.,

Notary Public for S. C.

The State of South Carolina

County of Beaufort

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) Loring Terry, President of The Bank of Yemassee S.C. do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by Roy Bell to Teh Bank of Yemassee recorded in Mortgage Book ___ at Page ___ in office of the Clerk of Court or RMC of Colleton County.

WITNESS our hand and seal this 2 day of Feby, 1961.

In the presence of:

Isla M. Guess

Ada M. Priester

Loring Terry, President.

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

BOOK 126

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State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I A. B. Crosby, Clerk of Court for Colleton County, for Stanley Langdale and Jimmy Langdale, pursuant to Order of the Honorable W. L. Rhodes, Jr., Resident Judge of the Fourteenth Judicial Circuit, dated 10 February 1961,

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of one hundred (100') feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of James O. Langdale;

Easterly by lands of R. L. Risher and P. S. Langdale;

Southerly by lands of J. C. Hiott; and

Westerly by lands of J. C. Hiott and James O. Langdale.

For Receipt See Book 110 Page 300

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Five Hundred Fifty-four and no/100 Dollars ($ 554.00) within one (1) year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:
Ruth P. Tillery
Ruth C. Smith

A B Crosby (SEAL)
Clerk of Court (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Form RW-1-SC—1-66

Recorded Feb 11 1961.

180

State of South Carolina,
County of Colleton }ss

Personally appeared before me Ruth P. Tilly and made oath that she saw the within named A. B. Crosby, Clerk of Court for Colleton County, for Stanley Langdale and Jimmy Langdale,

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that she with Gerald C. Smoak, in the presence of each other, witnessed the due execution thereof.

Ruth P. Tilly

Sworn to before me this 11th day of February 19 61

Gerald C. Smoak
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
County of }ss

NO RENUNCIATION OF DOWER NECESSARY

I, , do hereby certify unto all whom it may concern that Mrs. , the wife of the within named , 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 South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also 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 day of 19

Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

A. B. Crosby, Clerk of Court for Colleton County, for Stanley Langdale and Jimmy Langdale

TO

South Carolina Electric & Gas Company

Dated: 19

Received in the Clerk's Office of the County of at o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 126

2831

~~2122~~

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South Carolina
State Highway Department
Form No. 2090 Rev. 7/1/60

THE STATE OF SOUTH CAROLINA)
County of Colleton

LEASE
Borrow and Material Pit

Docket No. 15-332	Sasena	Road No. 241

THIS AGREEMENT made and entered into this 17th day of February, 1961, by and between Oscar E. Barnes & Annie Lou S. Barnes hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, top soil, earth, gravel, sand, stone, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 4 feet, consisting of .5 acres, more or less, situated on land owned by the lessor, described as follows:

Sand clay pit located in uncultivated field approximately 700' right of Station 45/50. Bounded on all other sides by lands of Oscar E. Barnes and Annie Lou S. Barnes

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows:

F

TO HAVE AND TO HOLD the said right to remove top soil, earth, gravel, stone, sand, or other similar material, from said pit or pits, and the right of access thereto until February 17, 1962

And in consideration thereof, the Highway Department hereby covenants and agrees to pay to the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such soil or materials, [as are actually excavated, or caused to be excavated] rents and royalties in the sum of Two hundred ----- ($200.00) Dollars [per acre], plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 30 days from date hereof [~~after excavation shall have been completed~~], or as follows:

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the top soil, earth, gravel, sand, stone, or other similar material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows:

3.

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out.

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor; Yellow - Chief Accountant; Pink - District Engineer;

2/21/61 - 3 PM

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IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

A. P. Smith

C. H. Murdaugh

Annie Lou S. Barnes
O. E. Barnes
Lessor.

Witnesses as to State Highway Department:

~~O. M. Garris~~

T. E. Miles

S. C. State Highway Department
By Pooh Ulmer

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me A. P. Smith and made oath that he saw the within named Annie Lou S. Barnes & O.E.Barnes sign, seal and as their act and deed, execute the within written instrument; and that he with C. H. Murdaugh witnessed the execution thereof.

Sworn to before me this 21st day of ~~Feb.~~, 19 61

Clement E. Ackerman, Jr.,
Notary Public for S. C.

~~A. P. Smith~~

The State of South Carolina
County of Colleton

As to Highway Department

Personally appeared before me G. M. Garris and made oath that he saw the within named Pooh Ulmer sign, seal and as his act and deed, execute the within written instrument; and that he with T. E. Miles witnessed the execution thereof.

Sworn to before me this 21st day of February, 19 61

Clement E. Ackerman, Jr.,
Notary Public for S. C.

Pooh Ulmer

The State of South Carolina
County of Colleton

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) Farm Home Administration C. P. Fishburne do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by _____ to _____

recorded in Mortgage Book 93 at Page 603 in office of the Clerk of Court or RMC of Colleton County.

WITNESS our hand and seal this 21st day of February, 1961.

In the presence of:
A. P. Smith

G. M. Garris

Farmer Homes Adm
by: C. P. Fishburne,
Co FHA Supr.

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

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INDENTURE, made this 6th day of October, 1960, by and between

C. Wesley Killebrew and Bertha J. Killebrew

of the _____ of _____, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee, Grantors, being the owners of land situate in the County of Colleton, State of South Carolina, which said land abuts on the street or highway known as Salkehatchie Lodge Road and is bounded Northerly by lands of Salkehatchie Lodge Inc., Easterly by lands of Public Landing Road & Southeastly Southerly by lands of Combahee River Westerly by lands of Salkehatchie Lodge, Inc., hereby grant and convey to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, maintain and operate an electric line consisting of poles, conductors, overhead and underground lightning protective wires, private communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across and under said land along the said street or highway and/or on my or our land described as follows: Line to run in a southerly direction along dirt road, one (1) foot on private property from present line at Salkehatchie Lodge to the Public Landing on Combahee River a distance of approximately 1800 feet.

Together with the right from time to time to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to remove said line or any part thereof.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within fifteen (15) feet of any wire strung on said line; provided, however, any damage to the property of Grantors (other than that caused by said trimming, cutting or removing) caused by Grantee in maintaining or repairing said line, shall be borne by Grantee. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have caused this indenture to be duly executed the day and year first above written.

WITNESS:

Katherine T. Riser

Virginia R. Master

C. Wesley Killebrew (SEAL)

Bertha J. Killebrew (SEAL)

(SEAL)

Recorded 2/25/61 - 9 AM (SEAL)

Form SW-4-S.C.-1-58

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IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

A. P. Smith

C. H. Murdaugh

Annie Lou S. Barnes
O. E. Barnes
Lessor.

Witnesses as to State Highway Department:

~~G. M. Garris~~

T. E. Miles

S. C. State Highway Department

By Pooh Ulmer

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me A. P. Smith and made oath that he saw the within named Annie Lou S. Barnes & O.E.Barnes sign, seal and as their act and deed, execute the within written instrument; and that he with C. H. Murdaugh witnessed the execution thereof.

Sworn to before me this 21st day of ~~Feb.~~, 19 61

~~A. P. Smith~~

Clement E. Ackerman, Jr.,
Notary Public for S. C.

The State of South Carolina
County of Colleton

As to Highway Department

Personally appeared before me G. M. Garris and made oath that he saw the within named Pooh Ulmer sign, seal and as his act and deed, execute the within written instrument; and that he with T. E. Miles witnessed the execution thereof.

Sworn to before me this 21st day of February, 19 61

Pooh Ulmer

Clement E. Ackerman, Jr.,
Notary Public for S. C.

The State of South Carolina
County of Colleton

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) Farm Home Administration C. P. Fishburne do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by _____ to _____, recorded in Mortgage Book 93 at Page 602 603 in office of the Clerk of Court or RMC of Colleton County.

WITNESS our hand and seal this 21st day of February, 1961.

In the presence of:
A. P. Smith

G. M. Garris

Farmer Homes Adm
by: C. P. Fishburne,
Co FHA Supr.

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

183

INDENTURE, made this 6th day of October, 19 60, by and between

C. Wesley Killebrew and Bertha J. Killebrew

of the Colleton of, County of and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee, Grantors, being the owners of land situate in the County of Colleton, State of South Carolina, which said land abuts on the street or highway known as Salkehatchie Lodge Road and is bounded Northerly by lands of Salkehatchie Lodge Inc., Easterly by lands of Public Landing Road & Southeastly Southerly by lands of Combahee River Westerly by lands of Salkehatchie Lodge, Inc., hereby grant and convey to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, maintain and operate an electric line consisting of poles, conductors, overhead and underground lightning protective wires, private communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across and under said land along the said street or highway and/or on my or our land described as follows: Line to run in a southerly direction along dirt road, one (1) foot on private property from present line at Salkehatchie Lodge to the Public Landing on Combahee River a distance of approximately 1800 feet.

Together with the right from time to time to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to remove said line or any part thereof.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within fifteen; (15) feet of any wire strung on said line; provided, however, any damage to the property of Grantors (other than that caused by said trimming, cutting or removing) caused by Grantee in maintaining or repairing said line, shall be borne by Grantee. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have caused this indenture to be duly executed the day and year first above written.

WITNESS:

Katherine T. Riser
Virginia R. Master

C. Wesley Killebrew (SEAL)
Bertha J. Killebrew (SEAL)
(SEAL)
(SEAL)

Recorded 2/25/61 - 9 AM

Form RW-4-S.C.-1-58

DEEDS

184

State of ~~South Carolina,~~ Georgia
County of Richmond

Personally appeared before me Virginia R. Masters and made oath that he saw the within named C. Wesley Killebrew and Bertha J. Killebrew, their sign, seal and as ~~his~~ act and deed deliver the within easement for the uses and purposes therein mentioned, and that he with Katherine T. Reiser in the presence of each other, witnessed the due execution thereof.

Virginia R. Masters

Sworn to before me this 10th day of February 1961, 19

Jack E. McGahee
Notary Public for ~~S. C.~~ Georgia

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)
Notary Public for

RENOUNCEMENT OF DOWER

State of ~~South Carolina,~~ Georgia
County of Richmond

I, Jack E. McGahee, do hereby certify unto all whom it may concern that Bertha J. Killebrew, the wife of the within named C. Wesley Killebrew, 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 South Carolina Electric & Gas Company, her heirs and assigns, all her interests and estate, and also all her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Bertha J. Killebrew

Given under my hand and seal this 10th day of February, 19 61

Jack E. McGahee (seal affixed)
Notary Public for ~~S. C.~~ Georgia

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: , 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19, at o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 126

185

INDENTURE, made this 6th day of October, 19 60, by and between
J. T. Herndon Jr (Herndon Stockyard, Inc.) Owner

of the _____ of _____, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee, Grantors, being the owners of land situate in the County of Colleton, State of South Carolina, which said land abuts on the street or highway known as Salkehatchie Lodge Road and is bounded Northerly by lands of N & NW by Right of ACL RR, Easterly by lands of by Public Landing Raod, Southerly by lands of S & SW by Combahee River, Westerly by lands of ____ hereby grant and convey to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, maintain and operate an electric line consisting of poles, conductors, overhead and underground lightning protective wires, private communication wires, guys, pull braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across and under said land along the said street or highway and/or on my or our land described as follows: Line to run in a southerly direction along dirt road, one (1) foot on private property from present line at Salkehatchie Lodge to the Public Landing on Combahee River a distance of approximately 1800 feet.

Together with the right from time to time to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to remove said line or any part thereof.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within fifteen (15) feet of any wire strung on said line; provided, however, any damage to the property of Grantors (other than that caused by said trimming, cutting or removing) caused by Grantee in maintaining or repairing said line, shall be borne by Grantee. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have caused this indenture to be duly executed the day and year first above written.

WITNESS:

David G. Lightsey, Jr — J. T. Herndon, Jr., (SEAL)

H. C. Hutson, Jr. — (SEAL)

(SEAL)

Rec. 2/25/61 - 9 AM (SEAL)

Form RW-4-S.C.-1-66

186

State of South Carolina,

County of Charleston

Personally appeared before me David G. Lightsey and made oath that he saw the within named J. T. Herndon, Jr. sign, seal and as his act and deed deliver the within easement for the uses and purposes therein mentioned, and that he with H. C. Hutson, Jr. in the presence of each other, witnessed the due execution thereof.

David G. Lightsey

Sworn to before me this 22 day of Feb. 1961, 19

W. Gresham Meggett

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this

day of A. D., 19

(L. S.)

Notary Public for

RENOUNCEMENT OF DOWER

State of South Carolina,

County of

I, , do hereby certify unto all whom it may concern that , the wife of the within named , 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 South Carolina Electric & Gas Company, her heirs and assigns, all her interests 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 day of , 19

Notary Public for S. C.

Line:

County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: , 19

Received in the Clerk's Office of the County of South Carolina, on the A. D. 19 day of o'clock in the noon at and recorded in Book of Deeds for said County on page

BOOK 126

187

STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

Contract of Sale

RECEIVED from Witsell R. Robertson, 1311 Wichman Street

of Walterboro, South Carolina, the sum of Three Hundred and No/100

---------- ($ 300.00) Dollars, as a part payment on account of the purchase of the following described property, to-wit:

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the Town of Walterboro, County of Colleton, State of South Carolina, shown and designated as Lot No. Seven (7) on a plat prepared by Harry M. Fripp, Surveyor, of date 27 September 1949, and measuring and bounded as follows: On the North by lands of Kinsey and Headdon, and measuring thereon seventy-one (71') feet; on the East by Lot No. 8 on said plat, and measuring thereon one hundred Nineteen and seven-tenths (119.7') feet; on the South by Mill Street, and measuring thereon Seventy-one (71') feet; and on the West by Lot No. 6 on said plat and measuring thereon One Hundred twenty and four tenths (120.4') feet; be the said measurements, more or less.

This is the same property conveyed to First Federal Savings and Loan Association of Beaufort by Deed of O. H. Rhodes, Judge of Probate, Colleton County, dated October 3, 1960, and recorded in Deed Book 127, page 509, Colleton County.

The monthly payment of Forty ($40.00) Dollars hereinafter provided shall be applied by the within Association as follows, to-wit:

(a) To the payment of interest due under the terms of the within Contract of Sale, computed monthly.

(b) The amount of Two and No/100 ($2.00) Dollars to reimburse the Association for real property taxes and/or assessments paid as such by the Association; and the amount of Three ($3.00) Dollars to reimburse the Association for any insurance premiums, including fire and other hazard insurance premiums, paid as such by the Association, if so much be necessary. The amounts herein determined are approximately one-twelfth of the annual property taxes, and such annual insurance premiums, for the property, the subject of this Contract.

(c) The balance of the said monthly payment, and any excess amount not necessary to be applied as payment of said taxes and insurance premiums, to that extent, as a credit as of that date on the principal of this obligation.

Recorded 2/27/61

Copy.

DEEDS

187A

187B

Upon the payment unto First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, of the further sum of Two Thousand Nine Hundred and No/100 ---------- ($ 2,900.00) Dollars, with interest from date at the rate of six (6%) percent per annum, until paid in full; subject to the recitals hereinafter set forth, the said First Federal Savings and Loan Association of Beaufort, Seller, covenants and agrees, and binds itself and its successors and assigns, to convey the above described real property unto the said Witsell R. Robertson ---------- (his) (her) (their) heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple warranty, free from encumbrances. The said principal and interest shall be payable at the office of First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, in monthly installments of Forty and No/100 ---------- ($ 40.00) Dollars each, commencing on the first day of April, 19 61, and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) percent per annum. The said monthly payments shall be applied as follows, to-wit: First, to the payment of interest due on the said Contract of Sale, computed monthly. Second, to the payment by the Association of such taxes, assessments, or insurance as shall from time to time become due on the property pledged to secure this Contract of Sale during the terms thereof, with interest thereon at the rate of six percent (6%) per annum. Third, the balance of the said amount to the payment to that extent as a credit as of that date on the principal of this obligation. Said payments to continue until the principal and interest, taxes and insurance, with interest as herein provided, are paid in full.

The Grantee(s) agree(s) to pay for the documentary stamps to be affixed to the Deed in connection with this Agreement.

It is understood and agreed that the within Witsell R. Robertson shall have the use of the above described premises from this date pending the performance of the terms of the within Contract by (him) (her) (them). Upon failure of the said Witsell R. Robertson to comply with the terms hereof and the recitals herein contained, the First Federal Savings and Loan Association of Beaufort, its successors and assigns, is to have the right to retain the amount, or amounts, paid under the terms of this Contract, and to enforce the performance of this Contract according to Law.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President, and attested by ~~Carl R. Hookstra, its Secretary-Treasurer~~ S.D. Bowers, Jr., and its Corporate Seal to be hereto affixed, this 22nd day of February, 19 61, and witness the Hand and Seal of the within Witsell R. Robertson this 22nd day of February, 19 61.

Signed, Sealed and Delivered in Presence of:

Myrtle B. Epps

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas

CALHOUN THOMAS, *President.*

ATTEST:

S.D. Bowers, Jr.

~~CARL R. HOOKSTRA, Secretary-Treasurer.~~

S. D. BOWERS, JR.

Donald C. Murdaugh

Witsell R. Robertson (SEAL)

Witsell R. Robertson *Purchaser.*

James W. Sanders

(SEAL)

Purchaser.

STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

Witsell R. Robertson

CONTRACT OF SALE

I hereby certify that the within Contract has been this ..... day of ....., A. D. 19...., recorded in my office in Book ..... of ....., Page .....

Clerk of the Court of Common Pleas and General Sessions for ..... County.

DEEDS

881

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STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

Contract of Sale

RECEIVED from Woodrow H. Wilson, and Ann H. Wilson,

of Walterboro, South Carolina, the sum of Two Hundredand No/100

($ 200.00) Dollars, as a part payment on account of the purchase of the following described property, to-wit:

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in Druid Hills Subdivision, near the Town of Walterboro, County of Colleton, State of South Carolina, shown and designated as Lot No. 30 on a plat of Druid Hills Subdivision, prepared by J. S. Snook, Surveyor, of date January 8, 1955, recorded in the Office of the Clerk of Court for Colleton County in Plat Book 8, at page 162, measuring and bounded as follows: On the North by lands of Mrs. Annie S. Jefferies and measuring thereon One Hundred Eighty-five and five-tenths (185.5') feet; on the East by Druid Hills Road and measuring thereon Sixty-nine and five-tenths (69.5') feet; on the South by Lot No. 29 on said plat and measuring thereon One Hundred Sixty (160') feet; on the West by Lot No. 21 of said plat and measuring thereon One Hundred fifty-one (151') feet.

This is the same property conveyed to First Federal Savings and Loan Association of Beaufort by Deed of Willie Haddock dated January 7, 1961, and recorded in Deed Book 128, page 214, Colleton County.

For Assignment see this Book Page 496

The monthly payment of $55.00 hereinafter provided shall be applied by the within Association as follows, to-wit:

(a) To the payment of interest due under the terms of the within Contract of Sale, computed monthly.

(b) The amount of $2.00 to reimburse the Association for real property taxes and/or assessments paid as such by the Association; and the amount of $6.00 to reimburse the Association for any insurance premiums, including fire and other hazard insurance premiums, paid as such by the Association, if so much be necessary. The amounts herein determined are approximately one-twelfth of the annual property taxes, and such annual insurance premiums, for the property, the subject of this Contract.

(c) The balance of the said monthly payment, and any excess amount not necessary to be applied as payment of said taxes and insurance premiums, to that extent, as a credit as of that date on the principal of this obligation.

Recorded 2/27/61

Copy

DEEDS

189A

BOOK 126

189B

-Page Two-

Upon the payment unto First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, of the further sum of Five Thousand Six Hundred and No/100 ---------- ($5,600.00) Dollars, with interest from date at the rate of six (6%) percent per annum, until paid in full; subject to the recitals hereinafter set forth, the said First Federal Savings and Loan Association of Beaufort, Seller, covenants and agrees, and binds itself and its successors and assigns, to convey the above described real property unto the said Woodrow H. Wilson and Ann N. Wilson, (his) (her) (their) heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple warranty, free from encumbrances. The said principal and interest shall be payable at the office of First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, in monthly installments of Fifty-five and No/100 ---------- ($55.00) Dollars each, commencing on the first day of April, 1961, and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) percent per annum. The said monthly payments shall be applied as follows, to-wit: First, to the payment of interest due on the said Contract of Sale, computed monthly. Second, to the payment by the Association of such taxes, assessments, or insurance as shall from time to time become due on the property pledged to secure this Contract of Sale during the terms thereof, with interest thereon at the rate of six percent (6%) per annum. Third, the balance of the said amount to the payment to that extent as a credit as of that date on the principal of this obligation. Said payments to continue until the principal and interest, taxes and insurance, with interest as herein provided, are paid in full.

The Grantee(s) agree(s) to pay for the documentary stamps to be affixed to the Deed in connection with this Agreement.

It is understood and agreed that the within Woodrow H. Wilson and Ann N. Wilson shall have the use of the above described premises from this date pending the performance of the terms of the within Contract by (him) (her) (them). Upon failure of the said Woodrow H. Wilson and Ann N. Wilson to comply with the terms hereof and the recitals herein contained, the First Federal Savings and Loan Association of Beaufort, its successors and assigns, is to have the right to retain the amount, or amounts, paid under the terms of this Contract, and to enforce the performance of this Contract according to Law.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President, and attested by S. D. Bowers, Jr. Carl R. Hookstra, its Secretary-Treasurer, and its Corporate Seal to be hereto affixed, this 22nd day of February, 1961, and witness the Hand and Seal of the within Woodrow H. Wilson and Ann N. Wilson this 22nd day of February, 1961.

Signed, Sealed and Delivered in Presence of:

Myrtle G. Epps

Helma H. Lucking

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas

CALHOUN THOMAS, *President.*

ATTEST:

S D Bowers Jr

S. D. Bowers, Jr. *Secretary-Treasurer.*

Ann N. Wilson (SEAL)

Ann N. Wilson *Purchaser.*

Woodrow H. Wilson (SEAL)

Woodrow H. Wilson *Purchaser.*

James W. [illegible]

Norma S. Miley

DEEDS

189C

1890

STATE OF SOUTH CAROLINA,
COUNTY OF Beaufort

PERSONALLY appeared before me Thelma H. Luckey, who, on oath, says that she saw the within-named First Federal Savings and Loan Association of Beaufort, by Calhoun Thomas, its President, sign the within Sales Contract, and S. D. Bowers, Jr. Treasurer, attest the same, and the said Corporation, by said officers, seal said Contract, and, as its act and deed, deliver the same, and that she with Myrtle G. Epps witnessed the execution thereof.

Thelma H. Luckey

SWORN to before me, this 22nd day of February, 19 61

Myrtle G Epps (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

PERSONALLY appeared before me JAMES W. SKARDON and made oath that he saw the within-named Woodrow H. Wilson and Ann N. Wilson sign, seal, and, as their act and deed, deliver the within-written Sales Contract; and that he with NORMA S. MILEY witnessed the execution thereof.

James W. Skardon

SWORN to before me, this 24TH day of February, 19 61

Norma S Miley (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

I, NORMA S. MILEY, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Ann N. Wilson the wife of the within-named Woodrow H. Wilson, 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 First Federal Savings and Loan Association of Beaufort, 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 22nd ~~22~~ 24TH day of February, A. D. 19 61

Ann N. Wilson (SEAL)
Ann N. Wilson

Norma S. Miley (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,

COUNTY OF Colleton

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

Woodrow H. Wilson and
Ann H. Wilson

CONTRACT OF SALE

I hereby certify that the within Contract has been

this _____ day of _____, A. D.

19____, recorded in my office in Book _____

of _____, Page _____

Clerk of the Court of Common Pleas and General

Sessions for _____ County.

DEEDS

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BOOK 126

2834

South Carolina
State Highway Department
Form No. 2090 Rev. 7/1/60

191

THE STATE OF SOUTH CAROLINA)
) LEASE
County of Colleton) Borrow and Material Pit

Docket No. 15,331 Road No. 272

THIS AGREEMENT made and entered into this 27th day of February, 19 61 by and between F. W. Herndon hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, top soil, earth, gravel, sand, stone, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 3½ feet, consisting of 1 acres, more or less, situated on land owned by the lessor, described as follows:

Sand clay pit located in uncultivated field approximately 23496' Lt. Sta 0/11. Bounded on east by county pit and on all other side by lands of F. W. Herndon.

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows:

TO HAVE AND TO HOLD the said right to remove top soil, earth, gravel, stone, sand, or other similar material, from said pit or pits, and the right of access thereto until

February 27, 1962

And in consideration thereof, the Highway Department hereby covenants and agrees to pay to the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such soil or materials, [as are actually excavated, or caused to be excavated] rents and royalties in the sum of Two hundred ($ 200.00) Dollars [per acre], plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 30 days from date hereof [after excavation shall have been completed], or as follows:

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the top soil, earth, gravel, sand, stone, or other similar material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows:

3/1/61 - 9 AM

3.

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out.

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor;
Yellow - Chief Accountant; Pink - District Engineer;

192

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

A. P. Smith

W. J. Carroll

F. W. Herndon
Lessor.

Witnesses as to State Highway Department:

Shirley Ann Linder

Bernice H. Page

S. C. State Highway Department

By Pooh Ulmer

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me A. P. Smith and made oath that he saw the within named F. W. Herndon sign, seal and as his act and deed, execute the within written instrument; and that he with W. J. Carroll witnessed the execution thereof.

Sworn to before me this 28th day of Feb., 19 61

A. P. Smith

J. B. Pinckney, Sr.,
Notary Public for S. C.

The State of South Carolina
County of Colleton

As to Highway Department

Personally appeared before me Shirley Ann Linder and made oath that he saw the within named Pooh Ulmer sign, seal and as his act and deed, execute the within written instrument; and that he with Bernice H. Padget witnessed the execution thereof.

Sworn to before me this 28th day of Feb., 19 61

Shirley Ann Linder

J. B. Pinckney, Sr.,
Notary Public for S. C.

The State of South Carolina
County of _____

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) _____ do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by _____ to _____ recorded in Mortgage Book ____ at Page _____ in office of the Clerk of Court or RMC of _____ County.

WITNESS our hand and seal this _____ day of _____, 196__.

In the presence of:

_____

_____

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

BOOK 126

J&B-31426 Form 3547-B—Sheet 1

Warranty Deed-Individual to Corporation

193

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That we, W. H. Varn, Jr. as executor and Alexina S. Varn as executrix of the Estate of W. H. Varn, of the County of Colleton in the State of South Carolina, for and in consideration of the sum of One Thousand Dollars ($1,000.00) to us in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all those certain pieces, parcels or tracts of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 80 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now located and to be constructed, which center line is described as beginning at a point in the dividing line between property of the grantors herein and property of R. A. Durham (presently leased to Union Bag-Camp Paper Corporation); running thence northeastwardly 475 feet to a point of curve; thence northeastwardly, along a 3° 00' curve to the right and being tangent to the preceding course, 851.1 feet to a point of tangent; thence northeastwardly, tangent to the preceding curve, 377 feet to the dividing line between property of the grantors herein and property of Charles Salley; said strip of land extending northeastwardly from the first mentioned dividing line, a mean distance of 1,703.1 feet, more or less, to the second mentioned dividing line; containing 3.1 acres, more or less; also

A strip of land 80 feet wide, being 40 feet wide on each side of said center line; said strip of land extending northeastwardly from the dividing line between property of the grantors herein and property of Charles Salley, a mean distance of 860 feet, more or less, measured along said center line, to the dividing line between property of the grantors herein and property of Marion Williams and Flossie Williams; containing 1.6 acres, more or less; all as shown outlined in red, respectively, on blueprints of Atlantic Coast Line Railroad Company tracings #G-10-19 and #G-10-20, dated April 13, 1960, attached hereto and made a part hereof.

It is agreed and understood that, should the said railroad be abandoned and removed from the above parcels of land, title to the said land will revert to the grantors herein, their heirs and assigns.

It is further agreed and understood that the railroad company will use the said right-of-way for its drainage purposes so as to carry surface water beyond the limits of the property of the grantors herein, and that the said railroad company shall not construct out-fall ditches on the above-described lands, or otherwise dump surface water on the lands of the grantors herein.

It is further agreed and understood that any timber which, in the future, shall be permitted to grow upon said right-of-way, will be the property of the grantors herein.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

DEEDS

193A

Form 3547-B—Sheet 1

Warranty Deed-Individual to Corporation

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That we, W. H. Varn, Jr., as executor and Alexina S. Varn as executrix of the Estate of W. H. Varn, of the County of Colleton in the State of South Carolina, for and in consideration of the sum of One Thousand Dollars ($1,000.00) to us in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company its successors and assigns, all those certain pieces, parcels or tracts of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 80 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now located and to be constructed, which center line is described as beginning at a point in the dividing line between property of the grantors herein and property of R. A. Durham (presently leased to Union Bag-Camp Paper Corporation); running thence northeastwardly 475 feet to a point of curve; thence northeastwardly, along a 3° 00' curve to the right and being tangent to the preceding course, 851.1 feet to a point of tangent; thence northeastwardly, tangent to the preceding curve, 377 feet to the dividing line between property of the grantors herein and property of Charles Salley; said strip of land extending northeastwardly from the first mentioned dividing line, a mean distance of 1,703.1 feet, more or less, to the second mentioned dividing line; containing 3.1 acres, more or less; also

A strip of land 80 feet wide, being 40 feet wide on each side of said center line; said strip of land extending northeastwardly from the dividing line between property of the grantors herein and property of Charles Salley, a mean distance of 860 feet, more or less, measured along said center line, to the dividing line between property of the grantors herein and property of Marion Williams and Pinnie Williams; containing 1.6 acres, more or less; all as shown outlined in red, respectively, on blueprints of Atlantic Coast Line Railroad Company tracings 5G-10-19 and 4G-10-20, dated April 13, 1959, attached hereto and made a part hereof.

It is agreed and understood that, should the said railroad be abandoned and removed from the above parcels of land, title to the said land will revert to the grantors herein, their heirs and assigns.

It is further agreed and understood that the railroad company will use the said right-of-way for its drainage purposes so as to carry surface water beyond the limits of the property of the grantors herein, and that the said railroad company shall not construct out-fall ditches on the above-described lands, or otherwise dump surface water on the lands of the grantors herein.

It is further agreed and understood that any timber which, in the future, shall be permitted to grow upon said right-of-way, will be the property of the grantors herein.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

BOOK 126

J&B-31426 Form 3547-B—Sheet 2

+21
193B

And we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against us and our heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS our hands and seals this 2nd day of February, 1961.

Signed, sealed and delivered in the presence of:

W. J. McLeod Jr.
Mary M. Smith

W. H. Varn, Jr. (L.S.)
W. H. Varn, Jr. as executor of the Estate of W. H. Varn

Alexina S. Varn (L.S.)
Alexina S. Varn as executrix of the Estate of W. H. Varn

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Mary M. Smith and made oath that she saw the within named W. H. Varn, Jr. and Alexina S. Varn sign, seal and, as their act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with W. J. McLeod, Jr. witnessed the execution thereof.

Mary M. Smith

SWORN to before me this the 2nd day of February 1961.

W. J. McLeod Jr. (SEAL)
Notary Public for South Carolina.

My Commission expires at the Pleasure of the Governor.

STATE OF SOUTH CAROLINA

NO RENUNCIATION OF DOWER NECESSARY

_____ COUNTY

I, _____, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ 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 _____ 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 the _____ day of _____ 19____.

_____
Notary Public for South Carolina.

DEEDS

194

1938

And we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against us and our heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS our hands and seals this 2nd. day of February 1961.

Signed, sealed and delivered in the presence of:

W. H. Varn, Jr. as executor of the Estate of W. H. Varn

Alexina S. Varn as Executrix of the Estate of W. H. Varn

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Mary M. Smith and made oath that she saw the within named W. H. Varn, Jr. and Alexina S. Varn sign, seal and, as their act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with W. J. McLeod, Jr. witnessed the execution thereof.

SWORN to before me this the 2nd. day of February 1961.

(SEAL)

Notary Public for South Carolina.

My Commission expires at the Pleasure of the Governor.

STATE OF SOUTH CAROLINA

COUNTY

NO RENUNCIATION OF DOWER NECESSARY

I, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named 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 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 the day of 19

Notary Public for South Carolina.

BOOK 126

2838
~~3850~~
195

South Carolina
State Highway Department
Form No. 2090 Rev. 7/1/60

THE STATE OF SOUTH CAROLINA)
: LEASE
County of Colleton) Borrow and Material Pit

Docket No. 15,332 Route No. ~~121,147,155,210~~ Road No. 276&277,280,281 284,285&286,287,282

THIS AGREEMENT made and entered into this 8th day of March 1961, by and between Dorothy Mae Bennett & Shealey V. Bennett

hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, top soil, earth, gravel, sand, stone, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 4 feet, consisting of 2.2 acres, more or less, situated on land owned by the lessor, described as follows:

Sand clay pit located in wooded land approximately 2.4 miles Rt. Station 0-00, road 280

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows:

TO HAVE AND TO HOLD the said right to remove top soil, earth, gravel, stone, sand, or other similar material, from said pit or pits, and the right of access thereto until March 8, 1962

And in consideration thereof, the Highway Department hereby covenants and agrees to pay to the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such soil or materials, ~~[as are actually excavated, or caused to be excavated,]~~ rents and royalties in the sum of Two hundred and twenty five ($ 225.00) Dollars ~~[per acre]~~, plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 30 days from date hereof ~~[after excavation shall have been completed]~~, or as follows:

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the top soil, earth, gravel, sand, stone, or other similar material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows:

3.

3/9/61 - 3 PM

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out.

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor;
Yellow - Chief Accountant; Pink - District Engineer;

DEEDS

194

2838
~~3450~~
195

South Carolina
State Highway Department
Form No. 2090 Rev. 7/1/60

THE STATE OF SOUTH CAROLINA)
County of Colleton)

LEASE
Borrow and Material Pit

Docket No. 15,332 Route No. Road No. ~~121,147,155,210~~ 276&277,280,281 284,285&286,287,282

THIS AGREEMENT made and entered into this 8th day of March 1961, by and between Dorothy Mae Bennett & Shealey V. Bennett

hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, top soil, earth, gravel, sand, stone, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 4 feet, consisting of 2.2 acres, more or less, situated on land owned by the lessor, described as follows:

Sand clay pit located in wooded land approximately 2.4 miles Rt. Station 0-00, road 280

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows:

TO HAVE AND TO HOLD the said right to remove top soil, earth, gravel, stone, sand, or other similar material, from said pit or pits, and the right of access thereto until March 8, 1962

And in consideration thereof, the Highway Department hereby covenants and agrees to pay to the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such soil or materials, ~~as are actually excavated, or caused to be excavated~~ rents and royalties in the sum of Two hundred and twenty five ($ 225.00) Dollars ~~per acre~~, plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 30 days from date hereof ~~after excavation shall have been completed~~, or as follows:

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the top soil, earth, gravel, sand, stone, or other similar material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows:

3:

3/9/61 - 3 PM

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out.

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor; Yellow - Chief Accountant; Pink - District Engineer;

196

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

Norman A. Padgett

G. M. Garris

Shealey W. Bennett
Dorothy Mae Bennett
Lessor.

Witnesses as to State Highway Department:

G. M. Garris
Shirley Ann Linder

S. C. State Highway Department
By Pooh Ulmer

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me Norman A. Padgett and made oath that he saw the within named Dorothy Mae Bennett ~~and Shealey V. Bennett~~ sign, seal and as their act and deed, execute the within written instrument; and that he with G.M. Garris witnessed the execution thereof.

Sworn to before me this 9th day of March, 19 61

Norman A. Padgett

H. C. Kinsey
Notary Public for S. C.

The State of South Carolina
County of Colleton

As to Highway Department

Personally appeared before me G. M. Garris and made oath that he saw the within named Pooh Ulmer sign, seal and as his act and deed, execute the within written instrument; and that he with Shirley Ann Linder witnessed the execution thereof.

Sworn to before me this 9th day of March, 19 61

G. M. Garris

Norman A. Padgett
Notary Public for S. C.

The State of South Carolina No Mortgage
County of _____

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) _____ do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by _____ to _____ recorded in Mortgage Book ____ at Page _____ in office of the Clerk of Court or RMC of _____ County.

WITNESS our hand and seal this _____ day of _____, 196__.

In the presence of:

_____

_____

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

197

STATE OF SOUTH CAROLINA
EXECUTIVE DEPARTMENT
Pursuant to law, The Capital Stock of the within Corporation has been this day increased to the sum of $ 45 858 270.00
Forty five Million Eight Hundred Fifty Eight Thousand Two Hundred Seventy Dollars
Given under my hand and the seal of the State at Columbia, the 22nd day of March A. D. 1961.

O. Frank Thornton
Secretary of State

STATE OF SOUTH CAROLINA
Executive Department

BY THE SECRETARY OF STATE

THIS is to certify that the above endorsement, showing increase of capital stock, has this day been endorsed across the face of the original Charter of South Carolina Electric & Gas Company.

Given under my Hand and the Great Seal of the State, at Columbia this 22nd day of March, A. D., 1961.

O. Frank Thornton
SECRETARY OF STATE

196

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

Norman A, Padgett

G. M. Garris

Shealey W. Bennett
Dorothy Mae Bennett
Lessor.

Witnesses as to State Highway Department:

G. M. Garris
Shirley Ann Linder

S. C. State Highway Department
By Foch Ulmer

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me Norman A. Padgett and made oath that he saw the within named Dorothy Mae Bennett ~~and Shealey V. Bennett~~ sign, seal and as their act and deed, execute the within written instrument; and that he with G.M. Garris witnessed the execution thereof.

Sworn to before me this 9th day of March, 19 61

Norman A. Padgett

H. C. Kinsey
Notary Public for S. C.

The State of South Carolina
County of Colleton

As to Highway Department

Personally appeared before me G. M. Garris and made oath that he saw the within named Foch Ulmer sign, seal and as his act and deed execute the within written instrument; and that he with Shirley Ann Linder witnessed the execution thereof.

Sworn to before me this 9th day of March, 19 61

G. M. Garris

Norman A. Padgett
Notary Public for S. C.

The State of South Carolin No Mortgage
County of

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) _____ do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone; or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by _____ to _____, recorded in Mortgage Book ____ at Page _____ in office of the Clerk of Court or RMC of _____ County.

WITNESS our hand and seal this _____ day of _____, 196__.

In the presence of:

_____

_____

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

197

STATE OF SOUTH CAROLINA
EXECUTIVE DEPARTMENT
Pursuant to law, The Capital Stock of the within Corporation has been this day increased to the sum of $45,858,270.00
Forty five Million Eight Hundred Fifty Eight Thousand Two Hundred Seventy Dollars
Given under my hand and the seal of the State at Columbia, the 22nd day of March A. D. 1961

O. Frank Thornton
Secretary of State

STATE OF SOUTH CAROLINA
Executive Department

BY THE SECRETARY OF STATE

THIS is to certify that the above endorsement, showing increase of capital stock, has this day been endorsed across the face of the original Charter of South Carolina Electric & Gas Company.

Given under my Hand and the Great Seal of the State, at Columbia this 22nd day of March, A. D., 1961.

O. Frank Thornton
SECRETARY OF STATE

196

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

Norman A. Padgett

G. M. Garris

Shealey W. Bennett
Dorothy Mae Bennett
Lessor.

Witnesses as to State Highway Department:

G. M. Garris
Shirley Ann Linder

S. C. State Highway Department

By Foch Ulmer

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me Norman A. Padgett and made oath that he saw the within named Dorothy Mae Bennett ~~and Shealey W. Bennett~~ sign, seal and as their act and deed, execute the within written instrument; and that he with G.M. Garris witnessed the execution thereof.

Sworn to before me this 9th day of March, 19 61

Norman A. Padgett

H. C. Kinsey
Notary Public for S. C.

The State of South Carolina
County of Colleton

As to Highway Department

Personally appeared before me G. M. Garris and made oath that he saw the within named Foch Ulmer sign, seal and as his act and deed, execute the within written instrument; and that he with Shirley Ann Linder witnessed the execution thereof.

Sworn to before me this 9th day of March, 19 61

G. M. Garris

Norman A. Padgett
Notary Public for S. C.

The State of South Carolin No Mortgage

Mortgage Release

County of _____

KNOW ALL MEN BY THESE PRESENTS, That I (we) _____ do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by _____ to _____, recorded in Mortgage Book ___ at Page ___ in office of the Clerk of Court or RMC of _____ County.

WITNESS our hand and seal this _____ day of _____, 196__.

In the presence of:

_____

_____

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

197

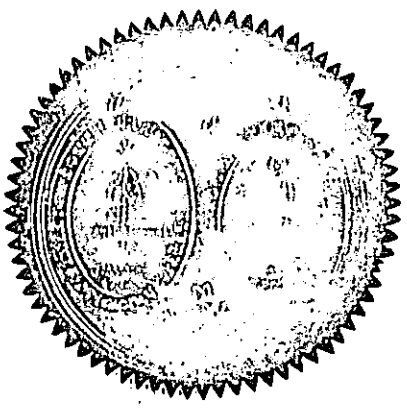
STATE OF SOUTH CAROLINA
EXECUTIVE DEPARTMENT
Pursuant to law, The Capital Stock of the within Corporation has been this day increased to the sum of $45,858,270.00 Forty Five Million, Eight Hundred Fifty Eight Thousand Two Hundred Seventy Dollars
Given under my hand and the seal of the State at Columbia, the 22nd day of March A. D. 1961.

O. Frank Thornton
Secretary of State

STATE OF SOUTH CAROLINA
Executive Department

BY THE SECRETARY OF STATE

THIS is to certify that the above endorsement, showing increase of capital stock, has this day been endorsed across the face of the original Charter of South Carolina Electric & Gas Company.



Given under my Hand and the Great Seal of the State, at Columbia this 22nd day of March, A. D., 1961.

O. Frank Thornton
SECRETARY OF STATE

197A

BOOK 126

CERTIFIED COPY

197β

THE STATE OF SOUTH CAROLINA

EXECUTIVE DEPARTMENT C 632

By the Secretary of State

Whereas, S.C. McMEEKIN, C.M. OYER, W.J. KEENAN, JR., B.M. EDWARDS, JOHN C.B. SMITH, D.H. BANKS, J.B. MAHONEY, J.B. GUESS, JR., J.H. EPTING, A.F. HEINSOHN, MAIER TRIEST, H.A. PETIT, F.R. McMEEKIN, W.J. READY, S.R. McMASTER

a majority of the Board of Directors of

SOUTH CAROLINA ELECTRIC & GAS COMPANY (Columbia, S.C.)

a corporation created under and pursuant to the laws of South Carolina, by certificate issued by the Secretary of State on the 19th day of July, A. D. 19 24.

HAVE CERTIFIED over their signatures, Resolutions authorizing in behalf of the aforesaid Corporation an increase of the Capital Stock (authorized and set forth in the certificate aforesaid) to the sum of Forty Five Million Eight Hundred Fifty-eight Thousand Two Hundred Seventy ($45,858,270.00)---------- Dollars; which Resolutions were adopted pursuant to law, at a meeting of the stockholders of the aforesaid Corporation, of which published notice was given once a week for four successive weeks, which notice stated the purpose of the aforesaid meeting; and further, that said Resolutions were adopted by a two-thirds vote and that in all respects there has been complied with the provisions of Title 12, Chapter 4 Article 7 Code of Laws of South Carolina, 1952, and all amendments thereto.

NOW THEREFORE, I, O. Frank Thornton Secretary of State, by virtue of the authority in me vested by Title 12, Chapter 4 Article 7 of the Code of Laws of South Carolina, 1952, and amendments thereto, have this day endorsed across the face of the aforesaid Certificate of Incorporation or original Charter, authority of increase, as aforesaid, and hereby certify that the requirements of law for said increase will have been complied with when this Certificate and the endorsement across the face of the original Charter aforesaid is lodged for record in the office of the Register of Mesne Conveyance or Clerk of Court in each County in which the said Corporation shall have a business office.

GIVEN under my hand and the seal of the State at Columbia, this 22nd day of March, in the year of our Lord One Thousand nine hundred and 61 and in the one hundred and 85th year of the Independence of the United States of America.

(SEAL)

O. FRANK THORNTON
Secretary of State.

Certified to be a true and correct copy as taken from and compared with the records on file in this office under domestic corporation file number 13847. MARCH 22, 1961

O. Frank Thornton
O. FRANK THORNTON,
Secretary of State.

Recorded March 23-1961

197A

BOOK 126

CERTIFIED COPY

1978

THE STATE OF SOUTH CAROLINA

EXECUTIVE DEPARTMENT C 632

By the Secretary of State

Whereas, S.C. McMEEKIN, C.M. OYER, W.J. KEENAN, JR., B.M. EDWARDS, JOHN C.B. SMITH, D.H. BANKS, J.B. MAHONEY, J.B. GUESS, JR., J.H. EPTING, A.F. HEINSOHN, MAIER TRIEST, H.A. PETIT, F.R. McMEEKIN, W.J. READY, S.R. McMASTER

a majority of the Board of Directors of

SOUTH CAROLINA ELECTRIC & GAS COMPANY
(Columbia, S.C.)

a corporation created under and pursuant to the laws of South Carolina, by certificate issued by the Secretary of State on the 19th day of July, A. D. 19 24.

HAVE CERTIFIED over their signatures, Resolutions authorizing in behalf of the aforesaid Corporation an increase of the Capital Stock (authorized and set forth in the certificate aforesaid) to the sum of Forty Five Million Eight Hundred Fifty-eight Thousand Two Hundred Seventy ($45,858,270.00)---------- Dollars; which Resolutions were adopted pursuant to law, at a meeting of the stockholders of the aforesaid Corporation, of which published notice was given once a week for four successive weeks, which notice stated the purpose of the aforesaid meeting; and further, that said Resolutions were adopted by a two-thirds vote and that in all respects there has been complied with the provisions of Title 12, Chapter 4 Article 7 Code of Laws of South Carolina, 1952, and all amendments thereto.

NOW THEREFORE, I, O. Frank Thornton, Secretary of State, by virtue of the authority in me vested by Title 12, Chapter 4 Article 7 of the Code of Laws of South Carolina, 1952, and amendments thereto, have this day endorsed across the face of the aforesaid Certificate of Incorporation or original Charter, authority of increase, as aforesaid, and hereby certify that the requirements of law for said increase will have been complied with when this Certificate and the endorsement across the face of the original Charter aforesaid is lodged for record in the office of the Register of Mesne Conveyance or Clerk of Court in each County in which the said Corporation shall have a business office.

GIVEN under my hand and the seal of the State at Columbia, this 22nd day of March, in the year of our Lord One Thousand nine hundred and 61 and in the one hundred and 85th year of the Independence of the United States of America.

(SEAL)

O. FRANK THORNTON
Secretary of State.

Certified to be a true and correct copy as taken from and compared with the records on file in this office under domestic corporation file number 13847 MARCH 22, 1961

O. Frank Thornton
O. FRANK THORNTON,
Secretary of State.

Recorded March 23-1961

197A

BOOK 126

CERTIFIED COPY

1978

THE STATE OF SOUTH CAROLINA

EXECUTIVE DEPARTMENT

C 632

By the Secretary of State

Whereas, S.C. McMEEKIN, C.M. OYER, W.J. KEENAN, JR., B.M. EDWARDS, JOHN C.B. SMITH, D.H. BANKS, J.B. MAHONEY, J.B. GUESS, JR., J.H. EPTING, A.F. HEINSOHN, MAIER TRIEST, M.A. PETIT, P.R. McMEEKIN, W.J. READY, S.R. McMASTER

a majority of the Board of Directors of

SOUTH CAROLINA ELECTRIC & GAS COMPANY
(Columbia, S.C.)

a corporation created under and pursuant to the laws of South Carolina, by certificate issued by the Secretary of State on the 19th day of July, A. D. 19 24.

HAVE CERTIFIED over their signatures, Resolutions authorizing in behalf of the aforesaid Corporation an increase of the Capital Stock (authorized and set forth in the certificate aforesaid) to the sum of Forty Five Million Eight Hundred Fifty-eight Thousand Two Hundred Seventy ($45,858,270.00)---------- Dollars; which Resolutions were adopted pursuant to law, at a meeting of the stockholders of the aforesaid Corporation, of which published notice was given once a week for four successive weeks, which notice stated the purpose of the aforesaid meeting; and further, that said Resolutions were adopted by a two-thirds vote and that in all respects there has been complied with the provisions of Title 12, Chapter 4 Article 7 Code of Laws of South Carolina, 1952, and all amendments thereto.

NOW THEREFORE, I, O. Frank Thornton Secretary of State, by virtue of the authority in me vested by Title 12, Chapter 4 Article 7 of the Code of Laws of South Carolina, 1952, and amendments thereto, have this day endorsed across the face of the aforesaid Certificate of Incorporation or original Charter, authority of increase, as aforesaid, and hereby certify that the requirements of law for said increase will have been complied with when this Certificate and the endorsement across the face of the original Charter aforesaid is lodged for record in the office of the Register of Mesne Conveyance or Clerk of Court in each County in which the said Corporation shall have a business office.

GIVEN under my hand and the seal of the State at Columbia, this 22nd day of March, in the year of our Lord One Thousand nine hundred and 61 and in the one hundred and 85th year of the Independence of the United States of America.

(SEAL)

O. FRANK THORNTON
Secretary of State.

Certified to be a true and correct copy as taken from and compared with the records on file in this office under domestic corporation file number 13847 MARCH 22, 1961

O. Frank Thornton
O. FRANK THORNTON,
Secretary of State.

Recorded March 23-1961

DEEDS

Department of State

SOUTH CAROLINA

Increase of Capital Stock

OF

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O. FRANK THORNTON, Secretary of State.

The R. L. Bryan Company, Columbia, S. C.

BOOK 126

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CERTIFIED COPY

THE STATE OF SOUTH CAROLINA

EXECUTIVE DEPARTMENT

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By the Secretary of State

Whereas, S. C. McKEEKIN, C.H. OYER, W. J. KEENAN, B. M. EDWARDS, JOHN C. B. SMITH, D. H. BANKS, J. B. MAHONEY, J. B. GUESS, JR., J. H. EPTING, A. P. HEINSOHN, MAIER TRIEST, H. A. PETIT, P. R. McKEEKIN, W. J. READY, and S. R. McMASTER /Jr.

a majority of the Board of Directors of

SOUTH CAROLINA ELECTRIC & GAS COMPANY
(Columbia, S. C.)

a corporation created under and pursuant to the laws of South Carolina, by certificate issued by the Secretary of State on the 19th day of July, A. D. 19 24.

HAVE CERTIFIED, over their signatures, Resolutions authorizing in behalf of the aforesaid Corporation amending Article VII of that part of its charter, as amended, designated as "Agreement of Consolidation" between South Carolina Electric & Gas Company and Lexington Water Power Company as per printed document attached hereto and made a part hereof:

(authorized and set forth in the certificate aforesaid), which Resolutions were adopted pursuant to law, at a meeting of the stockholders of the aforesaid Corporation, of which thirty days' notice was given, which notice stated the purpose of the aforesaid meeting, and further, that said Resolutions were adopted by a majority vote, and that in all respects there has been complied with the provisions of Title 12, Chapter 7, Code of Laws of South Carolina, 1952, and all amendments thereto. Article 1

NOW, THEREFORE, I, O. Frank Thornton Secretary of State, by virtue of the authority in me vested by Chapter aforesaid, of the Code of Laws of South Carolina, 1952, and amendments thereto, do hereby certify that the requirements of law for said amendment have been complied with, and for good and sufficient reasons to me appearing, do hereby certify that the charter of the aforesaid Company has been so amended.

GIVEN under my hand and the seal of the State at Columbia, this 22nd day of March, in the year of our Lord One Thousand nine hundred and 61 and in the one hundred and 85th year of the Independence of the United States of America.

(SEAL)

O. FRANK THORNTON
Secretary of State.

Certified to be a true and correct copy as taken from and compared with the records on file in this office under domestic corporation file number 13847 March 22, 1961

O. Frank Thornton
O. FRANK THORNTON,
Secretary of State.

Recorded March 23 1961

9 am

DEEDS

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Department of State

SOUTH CAROLINA

Amendment of Charter

OF

O. FRANK THORNTON, Secretary of State

BOOK 126

197B

ARTICLE VII

of the

Agreement of Consolidation

Dated June 29, 1943

Between

SOUTH CAROLINA ELECTRIC & GAS COMPANY

and

LEXINGTON WATER POWER COMPANY

As Amended

March 22, 1961

9 am

Recorded March 23-1961

DEEDS

1994

Department of State

SOUTH CAROLINA

Amendment of Charter

OF

O. FRANK THORNTON, Secretary of State

The R. L. Bryan Company, Columbia, S. C.

BOOK 126

197B

ARTICLE VII

of the

Agreement of Consolidation

Dated June 29, 1943

Between

SOUTH CAROLINA ELECTRIC & GAS COMPANY

and

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As Amended

March 22, 1961

9 am

Recorded March 23-1961

DEEDS

1994

Department of State

SOUTH CAROLINA

Amendment of Charter

OF

O. FRANK THORNTON, Secretary of State

The R. L. Bryan Company, Columbia, S. C.

BOOK 126

197B

ARTICLE VII

of the

Agreement of Consolidation

Dated June 29, 1943

Between

SOUTH CAROLINA ELECTRIC & GAS COMPANY

and

LEXINGTON WATER POWER COMPANY

As Amended

March 22, 1961

9 am

Recorded March 23-1961

DEEDS

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ARTICLE VII

The total amount of the authorized capital stock of the Company shall be forty-five million eight hundred fifty-eight thousand two hundred seventy dollars ($45,858,270), of which $23,261,700 shall be divided into 465,234 shares of the par value of $50 each and $22,596,570 shall be divided into 5,021,460 shares of the par value of $4.50 each. All of the 465,234 shares of $50 par value stock shall be Preferred Stock and all of the 5,021,460 shares of $4.50 par value stock shall be Common Stock.

125,234 shares of the authorized Preferred Stock shall constitute a series of Preferred Stock designated "5% Preferred Stock", 60,000 shares of the authorized Preferred Stock shall constitute a series of Preferred Stock designated "4.60% Cumulative Preferred Stock", 80,000 shares of the authorized Preferred Stock shall constitute a series of Preferred Stock designated "4.50% Cumulative Preferred Stock", 100,000 shares of the authorized Preferred Stock shall constitute a series of Preferred Stock designated "4.60% (Series A) Cumulative Preferred Stock" and 100,000 shares of the authorized Preferred Stock shall constitute a series of Preferred Stock designated "5.125% Cumulative Preferred Stock".

The conditions, preferences, voting powers, restrictions and qualifications of the Preferred Stock and the Common Stock shall be as follows:

(1) The Preferred Stock is senior to the Common Stock and the Common Stock is subject to all rights and preferences of the Preferred Stock as herein set forth.

(2) The Preferred Stock shall be issued in five series, as hereinabove provided, one series to be designated "5% Preferred Stock", one series to be designated "4.60% Cumulative Preferred Stock", one series to be designated "4.50% Cumulative Preferred Stock", one series to be designated "4.60% (Series A) Cumulative Preferred Stock" and one series to be designated "5.125% Cumulative Preferred Stock". All shares of Preferred Stock shall have the same preferences, voting powers, restrictions, qualifications and other rights, without distinction between the shares of the five series, except as hereinafter provided.

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After the requirements in respect of the dividends upon the Preferred Stock, as hereinbefore set forth, to the end of the then current quarterly dividend period for said stock shall have been met, and subject to the provisions of Section (4)(a), Section (4)(b), Section (4)(c) and Section (4)(d), the holders of the Common Stock shall be entitled to receive out of the remaining assets of the Company available for dividends such dividends as may from time to time be declared by the Board of Directors, subject, however, so long as any shares of Preferred Stock shall be outstanding, to the following restrictions:

(A) No dividends shall be paid on the Common Stock if after such dividend the aggregate amount of such dividends paid since December 31, 1945, exceeds the sum of the aggregate amount credited to earned surplus subsequent to December 31, 1945, less the aggregate amount charged to earned surplus subsequent to December 31, 1945, otherwise than with respect to any such dividends, provided, however, that no charge shall be made to capital surplus accumulated prior to January 1, 1946 or to earned surplus accumulated prior to January 1, 1946 except that the Company may make charges to earned surplus accumulated prior to January 1, 1946 or to capital surplus accumulated prior to January 1, 1946 (i) for the write-down or write-off of any portion of the Company's Electric Plant which may be classified as Electric Plant Adjustment or any portion of the Company's other utility plant which may be classified as plant adjustment or plant acquisition adjustment, which write-down or write-off the Company is required to make pursuant to an order of the South Carolina Public Service Commission or of the Federal Power Commission entered in connection with the determination of the "Original Cost", or (ii) for the write-down or write-off of any portion of the Company's Electric Plant which may be classified as Electric Plant Acquisition Adjustment or Electric Plant Adjustment, which write-down or write-off the Company is required to make pursuant to an order of the Federal Power Commission entered in connection with the determination of the "Actual Legitimate Original Cost" of the properties of the Company, and

(B) if and so long as the Common Stock Equity, as hereinafter defined, at the end of the calendar month immediately preceding the date on which a dividend on Common Stock is declared is, or as a

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result of such dividend would become, less than twenty per centum (20%) of Total Capitalization, as defined, the Company shall not declare dividends on the Common Stock in an amount which, together with all other dividends on Common Stock declared within the year ending with (and including) the date of such dividend declaration, exceeds fifty per centum (50%) of the Net Income of the Company Available for Dividends on the Common Stock, as defined, for the twelve full calendar months immediately preceding the month in which such dividends are declared, and

(C) if and so long as the Common Stock Equity at the end of the calendar month immediately preceding the date on which a dividend on Common Stock is declared is, or as a result of such dividend would become, less than twenty-five per centum (25%) but not less than twenty per centum (20%) of Total Capitalization, the Company shall not declare dividends on the Common Stock in an amount which, together with all other dividends on Common Stock declared subsequent to December 31, 1945, exceeds seventy-five per centum (75%) of Net Income of the Company Available for Dividends on the Common Stock for the period from December 31, 1945 to and including the end of the calendar month immediately preceding the month in which such dividends are declared, and

(D) at any time when the Common Stock Equity is twenty-five per centum (25%) or more of Total Capitalization, the Company may not pay dividends on shares of the Common Stock which would reduce the Common Stock Equity below twenty-five per centum (25%) of Total Capitalization; provided, however, that even though the payment of such dividends would reduce the Common Stock Equity below twenty-five per centum (25%) of Total Capitalization, such dividends may be declared to the extent that the same, together with all dividends on Common Stock declared subsequent to December 31, 1945, do not exceed seventy-five per centum (75%) of the Net Income of the Company Available for Dividends on the Common Stock for the period from December 31, 1945 to and including the end of the calendar month immediately preceding the month in which such dividends are declared.

In computing the amount available for any dividend, distribution, purchase or acquisition, charges and credits to earned surplus shall be made in accordance with sound accounting practice.

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For the purpose of this Section (3) of Article VII:

The word "dividends" when used with reference to the Common Stock shall include dividends or other distributions on or the purchase or other acquisition for value of shares of Common Stock, but shall not include any portion of dividends payable in shares of the Common Stock.

The term "Common Stock Equity" shall mean the sum of the amount of the par or stated value of the issued and outstanding shares of the Common Stock and the surplus (including capital or paid-in surplus) and premium on Common Stock of the Company less the amount known, or estimated if not known, to represent the excess, if any, of recorded value over original cost of used and useful utility plant and other property, and less any items set forth on the asset side of the balance sheet as a result of accounting convention such as unamortized debt discount and expense, capital stock discount and expense, and the excess, if any, of the aggregate amount payable on involuntary dissolution, liquidation or winding up of the Company upon all outstanding shares of Preferred Stock of all series over the aggregate par value of such shares, unless such amount or items so to be deducted in the determination of the Common Stock Equity are being amortized, depreciated, or otherwise disposed of.

The term "Total Capitalization" shall mean the aggregate of the par value of the issued and outstanding shares of stock of all classes of the Company and the surplus (including capital or paid-in surplus) and premium on capital stock of the Company, plus the principal amount of all outstanding debt maturing more than twelve months from the date of the determination of Total Capitalization.

The term "Net Income of the Company Available for Dividends on the Common Stock" shall mean, for any twelve months' period, or for the period from December 31, 1945 to the date as of which such net income is being determined, as the case may be, an amount equal to the sum of the operating revenues and income from investments and other miscellaneous income for such period, less all deductions (including accruals) for operating expenses for such period, including maintenance and provision for depreciation or amortization, income and excess profits and other taxes, interest charges, other amortization charges and other income deductions.

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(provided, however, that no deduction shall be made with respect to the appropriation in the amount of $500,000 made in May, 1948 to create a reserve to partly provide for the excess of cost of investment in South Carolina Power Company over its underlying book value at date of acquisition by the Company), all as shall be determined in accordance with sound accounting practice, and less also current and accrued dividends on all outstanding shares of stock of the Company ranking prior to the Common Stock as to dividends or assets. For the purpose of determining Net Income of the Company Available for Dividends on the Common Stock the deduction on account of provision for depreciation on all the property of the Company shall be in the amount therefor shown on the books of the Company but, with respect to property of the Company other than the Company's motor coach transportation property, shall not be less than 15% of the gross operating revenues of the Company derived from the sale of electricity and manufactured or natural gas during such period after deducting from such revenues an amount equal to the aggregate cost of electricity or manufactured or natural gas purchased during such period for the purpose of resale in connection with the operation of the Company's operating property, less an amount equal to the aggregate of the charges to operating expense during such period for current repairs and maintenance of such operating property.

If at the time when any calculation of Common Stock Equity, Total Capitalization or Net Income of the Company Available for Dividends on the Common Stock is required to be made the Company shall have one or more subsidiaries whose accounts may properly be consolidated with the accounts of the Company, such calculation shall be made for the Company with such subsidiaries on a consolidated basis in accordance with sound accounting practice.

Anything herein contained to the contrary notwithstanding, the rights of the holders of all classes of stock of the Company in respect of dividends shall at all times be subject to the power of the Board of Directors from time to time to set aside such reserves and/or to make such other provisions, if any, for working capital and for additions and improvements to fixed properties and equipment as said Board shall deem to be necessary or advisable.

(4) In the event of any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, or any reduction of

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its capital stock resulting in any distribution of its assets to its stockholders, the holders of the Preferred Stock, without preference or priority as between series, shall be entitled to receive out of the assets of the Company, whether from capital, from surplus or from earnings, available for distribution to its stockholders, before any amount shall be paid to the holders of the Common Stock, the sum of Fifty Dollars ($50) per share, plus, in the case of any distribution resulting from a reduction of capital stock or in the event that any such dissolution, liquidation or winding up shall have been voluntary, in the case of the 5% Preferred Stock a premium of Two Dollars and Fifty Cents ($2.50) per share, in the case of the 4.60% Cumulative Preferred Stock a premium in an amount equal to the difference between the sum of Fifty Dollars ($50) per share and the redemption price of the 4.60% Cumulative Preferred Stock determined as provided in Section (5) of this Article, in the case of the 4.50% Cumulative Preferred Stock a premium in an amount equal to the difference between the sum of Fifty Dollars ($50) per share and the redemption price of the 4.50% Cumulative Preferred Stock determined as provided in Section (5) of this Article, in the case of the 4.60% (Series A) Cumulative Preferred Stock a premium in an amount equal to the difference between the sum of Fifty Dollars ($50) per share and the redemption price of the 4.60% (Series A) Cumulative Preferred Stock determined as provided in Section (5) of this Article and in the case of the 5.125% Cumulative Preferred Stock a premium in an amount equal to the difference between the sum of Fifty Dollars ($50) per share and the redemption price of the 5.125% Cumulative Preferred Stock determined as provided in Section (5) of this Article, in effect at the time of such voluntary dissolution, liquidation or winding up, and in addition thereto, in all cases, an amount which, together with the aggregate of the dividends previously paid upon such share, will be equal, in the case of the 5% Preferred Stock, to Two Dollars and Fifty Cents ($2.50) per share per annum (but without interest), in the case of the 4.60% Cumulative Preferred Stock to Two Dollars and Thirty Cents ($2.30) per share per annum (but without interest), in the case of the 4.50% Cumulative Preferred Stock to Two Dollars and Twenty-five Cents ($2.25) per share per annum (but without interest), in the case of the 4.60% (Series A) Cumulative Preferred Stock to Two Dollars and Thirty Cents ($2.30) per share per annum (but without interest) and in the case of the 5.125% Cumulative Preferred Stock to Two Dollars and Fifty-six and

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one-quarter Cents ($2.5625) per share per annum (but without interest), from the date upon which the dividends thereon became cumulative to the date of the distribution upon such liquidation or dissolution or winding up or reduction, and the holders of the Preferred Stock shall not be entitled to any other or further distribution. If the assets of the Company available for distribution to the holders of the Preferred Stock shall be insufficient to permit the payment in full of the sums payable as aforesaid to the holders of all the outstanding shares of Preferred Stock of all series then outstanding upon such liquidation or dissolution or winding up or reduction, all such assets of the Company shall be distributed ratably among the holders of all the outstanding shares of Preferred Stock of all series then outstanding, without preference or priority as between series, in proportion to the full preferential amount (including cumulative dividends and premiums, if any) which each such share would be entitled to receive, if such assets were sufficient to permit distribution in full as aforesaid. The redemption by the Company of its Preferred Stock of any series or the purchase of shares of its Preferred Stock of any series or of its Common Stock in any manner permitted by law shall not for the purpose of this Section (4) be regarded as a liquidation, dissolution or winding up of the Company or as a reduction of its capital; *provided* that, except as provided in Section (4)(a), Section (4)(b), Section (4)(c) and Section (4)(d) of this Article, the Company shall not, so long as any shares of Preferred Stock remain outstanding, purchase any of its Preferred Stock or Common Stock otherwise than out of earned surplus or net profits of the Company at the time available for payment of dividends on its Common Stock or from the proceeds received within a period of six (6) months prior to such purchase from the sale of stock of any class subordinate to the Preferred Stock both as to dividends and assets. Nothing in this Section (4) contained, however, shall prevent the Company from acquiring its Preferred Stock of any series for retirement by the exchange therefor of any class of stock of the Company which is now or hereafter may be lawfully authorized. A consolidation or merger of the Company with, or into, any other corporation or corporations, or a consolidation or merger of any other corporation or corporations into the Company, or a sale or transfer of substantially all of its assets as an entirety, shall not be regarded as a liquidation, dissolution or winding up of the Company within the meaning of this Section (4). A dividend or distribution to stockholders from net profits

or surplus earned after the date of any such reduction of capital stock as does not result in any distribution of assets to holders of its Common Stock, or the purchase or redemption of Preferred Stock of any series or of Common Stock by the application of such net profits or surplus, shall not be deemed to be a distribution resulting from such reduction. After payment in full of the sums hereinabove stated to be payable in respect of the Preferred Stock upon any such liquidation, dissolution, winding up, reduction or other distribution, then the remaining assets of the Company available for distribution to the stockholders shall be distributed ratably among the holders of the Common Stock.

(4)(a) On October 1, 1951 and on October 1 in each year thereafter so long as any of the 4.60% Cumulative Preferred Stock shall remain outstanding, the Company shall, subject to the provisions of Section (3) of this Article, set aside as a Purchase Fund for the 4.60% Cumulative Preferred Stock (herein called the "Purchase Fund") an amount equal to 2½% of the aggregate par value of the largest number of shares of 4.60% Cumulative Preferred Stock at any time theretofore outstanding; provided, however, that amounts set aside for Purchase Funds for the several series of Preferred Stock in compliance with the provisions of Section (4) (a), Section (4) (b), Section (4) (c) and Section (4) (d) of this Article shall be set aside without preference or priority as between series so that if at any time there shall be a deficiency (including any amount then required to be set aside) in the Purchase Funds for two or more series of Preferred Stock, any satisfaction of such deficiencies shall be made simultaneously for such two or more Purchase Funds in proportion to the amounts of the respective deficiencies therein. On or before each such October 1 the Company shall in writing, addressed to all holders of record of the 4.60% Cumulative Preferred Stock, invite tenders of 4.60% Cumulative Preferred Stock at the par value thereof, plus an amount equal to accrued dividends to the next succeeding October 31, in an amount sufficient to exhaust the moneys so set aside in the Purchase Fund. The invitations for tenders shall specify how tenders shall be made and how notification of acceptance thereof will be given. Tenders may be made on or before October 25, in each year. If the par value of the shares of 4.60% Cumulative Preferred Stock tendered in response to any such invitation aggregates more than the amount available in the Purchase Fund such tenders shall be accepted pro rata in proportion to the total number of shares of 4.60% Cumulative Preferred Stock tendered respectively by

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the holders thereof who shall have made such tenders, provided that in any event, each holder of 4.60% Cumulative Preferred Stock shall be entitled to tender and to have purchased by the Company on each such invitation, at least the number of shares of the 4.60% Cumulative Preferred Stock held by such holder which bears the same ratio to the total number of shares to be purchased pursuant to the invitation as the number of shares held of record by such holder at the close of business on the last business day before the date of such invitation, bears to the total number of shares of 4.60% Cumulative Preferred Stock then outstanding. Tenders shall be accepted of sufficient shares of 4.60% Cumulative Preferred Stock to exhaust all of the moneys in the Purchase Fund. Payment for 4.60% Cumulative Preferred Stock for which tenders shall have been accepted shall be made on the October 31 following the last day for the making of tenders. To the extent that tenders in any year are not made in an amount sufficient to exhaust all of the moneys so held in the Purchase Fund, such excess moneys in the Purchase Fund for that year shall be released from the Purchase Fund and become free funds to the Company. The obligation to set aside amounts in the Purchase Fund shall be cumulative, so that if, on October 1 of each year cash in the required amount shall not have been set aside in full, the amount of the deficiency shall be added to the Purchase Fund for the next succeeding year until the total aggregate amount which shall have been set aside in such Purchase Fund, and used or released to the Company in accordance with the provisions of this Section (4)(a), shall equal 2½% of the aggregate par value of the largest number of shares of 4.60% Cumulative Preferred Stock at any time theretofore outstanding, multiplied by the number of twelve month periods which shall have elapsed since October 1, 1950. No dividends shall be declared or paid upon or set apart for any shares of Common Stock or any sums applied to the purchase, redemption or other retirement of Common Stock, so long as any such deficiency shall exist in the Purchase Fund. Amounts to satisfy any such deficiency in the Purchase Fund, in whole or in part, may be set aside in the Purchase Fund at any time, for application in the manner aforesaid on the next succeeding October 1, provided however, that if at any time between any October 31 and July 1 of the following year the amount so set aside in the Purchase Fund shall aggregate $30,000 or more, the Company shall immediately invite tenders of 4.60% Cumulative Preferred Stock in the manner

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aforesaid, in an amount sufficient to exhaust the moneys in the Purchase Fund, at the par value thereof plus an amount equal to accrued dividends to a date which shall be thirty days from the date of such invitation, the invitation to remain open for twenty-five days; and on or before the thirtieth day following the date of such invitation, the Company shall accept tenders and make payment for 4.60% Cumulative Preferred Stock tendered, at the price aforesaid in the same manner as above provided with respect to moneys set aside in the Purchase Fund on October 1 in each year, and to the extent that tenders are not made in an amount sufficient to exhaust the moneys so held in the Purchase Fund, such moneys shall likewise be released from the Purchase Fund and become free funds to the Company. Amounts equal to accrued dividends on 4.60% Cumulative Preferred Stock purchased through the Purchase Fund shall be paid by the Company by the use of moneys not in the Purchase Fund, and shall not be charged to the Purchase Fund. Shares of 4.60% Cumulative Preferred Stock purchased through the Purchase Fund shall be cancelled and shall not be reissued.

(4)(b) On June 1, 1957 and on June 1 in each year thereafter so long as any of the 4.50% Cumulative Preferred Stock shall remain outstanding, the Company shall, subject to the provisions of Section (3) of this Article, set aside as a Purchase Fund for the 4.50% Cumulative Preferred Stock (herein called the "4.50% Preferred Stock Purchase Fund") an amount equal to 2% of the aggregate par value of the largest number of shares of 4.50% Cumulative Preferred Stock at any time theretofore outstanding; provided, however, that amounts set aside for Purchase Funds for the several series of Preferred Stock in compliance with the provisions of Section (4)(a), Section (4)(b), Section (4)(c) and Section (4)(d) of this Article shall be set aside without preference or priority as between series so that if at any time there shall be a deficiency (including any amount then required to be set aside) in the Purchase Funds for two or more series of Preferred Stock, any satisfaction of such deficiences shall be made simultaneously for such two or more Purchase Funds in proportion to the amounts of the respective deficiencies therein. On or before each such June 1 the Company shall in writing, addressed to all holders of record of the 4.50% Cumulative Preferred Stock, invite tenders of 4.50% Cumulative Preferred Stock at the par value thereof, plus an amount equal to accrued dividends to the next succeeding June 30, in an amount sufficient to exhaust the moneys so set aside in the 4.50% Preferred Stock Purchase Fund.

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The invitations for tenders shall specify how tenders shall be made and how notification of acceptance thereof will be given. Tenders may be made on or before June 25, in each year. If the par value of the shares of 4.50% Cumulative Preferred Stock tendered in response to any such invitation aggregates more than the amount available in the 4.50% Preferred Stock Purchase Fund such tenders shall be accepted pro rata (as nearly as practicable without the purchase or issuance of fractional shares or scrip therefor) in proportion to the total number of shares of 4.50% Cumulative Preferred Stock tendered respectively by the holders thereof who shall have made such tenders, provided that in any event, each holder of 4.50% Cumulative Preferred Stock shall be entitled to tender and to have purchased by the Company on each such invitation, at least the number of shares (as nearly as practicable without the purchase or issuance of fractional shares or scrip therefor) of the 4.50% Cumulative Preferred Stock held by such holder which bears the same ratio to the total number of shares to be purchased pursuant to the invitation as the number of shares held of record by such holder at the close of business on the last business day before the date of such invitation, bears to the total number of shares of 4.50% Cumulative Preferred Stock then outstanding. Tenders shall be accepted of sufficient shares of 4.50% Cumulative Preferred Stock to exhaust all of the moneys in the 4.50% Preferred Stock Purchase Fund. Payment for 4.50% Cumulative Preferred Stock for which tenders shall have been accepted shall be made on the June 30 following the last day for the making of tenders. To the extent that tenders in any year are not made in an amount sufficient to exhaust all of the moneys so held in the 4.50% Preferred Stock Purchase Fund, such excess moneys in the 4.50% Preferred Stock Purchase Fund for that year shall be released from the 4.50% Preferred Stock Purchase Fund and become free funds to the Company. The obligation to set aside amounts in the 4.50% Preferred Stock Purchase Fund shall be cumulative, so that if, on June 1 of each year cash in the required amount shall not have been set aside in full, the amount of the deficiency shall be added to the 4.50% Preferred Stock Purchase Fund for the next succeeding year until the total aggregate amount which shall have been set aside in such 4.50% Preferred Stock Purchase Fund, and used or released to the Company in accordance with the provisions of this Section (4)(b), shall equal 2% of the aggregate par value of the largest number of shares of 4.50% Cumulative Pre-

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ferred Stock at any time theretofore outstanding, multiplied by the number of twelve month periods which shall have elapsed since June 1, 1956. No dividends shall be declared or paid upon or set apart for any shares of Common Stock or any sums applied to the purchase, redemption or other retirement of Common Stock, so long as any such deficiency shall exist in the 4.50% Preferred Stock Purchase Fund. Amounts to satisfy any such deficiency in the 4.50% Preferred Stock Purchase Fund, in whole or in part, may be set aside in the 4.50% Preferred Stock Purchase Fund at any time, for application in the manner aforesaid on the next succeeding June 1, provided however, that if at any time between any June 30 and March 1 of the following year the amount so set aside in the 4.50% Preferred Stock Purchase Fund shall aggregate $40,000 or more, the Company shall immediately invite tenders of 4.50% Cumulative Preferred Stock in the manner aforesaid, in an amount sufficient to exhaust the moneys in the 4.50% Preferred Stock Purchase Fund, at the par value thereof plus an amount equal to accrued dividends to a date which shall be thirty days from the date of such invitation, the invitation to remain open for twenty-five days; and on or before the thirtieth day following the date of such invitation, the Company shall accept tenders and make payment for 4.50% Cumulative Preferred Stock tendered, at the price aforesaid in the same manner as above provided with respect to moneys set aside in the 4.50% Preferred Stock Purchase Fund on June 1 in each year, and to the extent that tenders are not made in an amount sufficient to exhaust the moneys so held in the 4.50% Preferred Stock Purchase Fund, such moneys shall likewise be released from the 4.50% Preferred Stock Purchase Fund and become free funds to the Company. Amounts equal to accrued dividends on 4.50% Cumulative Preferred Stock purchased through the 4.50% Preferred Stock Purchase Fund shall be paid by the Company by the use of moneys not in the 4.50% Preferred Stock Purchase Fund, and shall not be charged to the 4.50% Preferred Stock Purchase Fund. Shares of 4.50% Cumulative Preferred Stock purchased through the 4.50% Preferred Stock Purchase Fund shall be cancelled and shall not be reissued.

(4)(c) On June 1, 1958 and on June 1 in each year thereafter so long as any of the 4.60% (Series A) Cumulative Preferred Stock shall remain outstanding, the Company shall, subject to the provisions of Section (3) of this Article, set aside as a Purchase Fund for the 4.60% (Series A) Cumulative Preferred Stock (herein called the

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"4.60% (Series A) Preferred Stock Purchase Fund") an amount equal to 2% of the aggregate par value of the largest number of shares of 4.60% (Series A) Cumulative Preferred Stock at any time theretofore outstanding; provided, however, that amounts set aside for Purchase Funds for the several series of Preferred Stock in compliance with the provisions of Section (4) (a), Section (4) (b), Section (4) (c) and Section (4) (d) of this Article shall be set aside without preference or priority as between series so that if at any time there shall be a deficiency (including any amount then required to be set aside) in the Purchase Funds for two or more series of Preferred Stock, any satisfaction of such deficiencies shall be made simultaneously for such two or more Purchase Funds in proportion to the amounts of the respective deficiencies therein. On or before each such June 1 the Company shall in writing, addressed to all holders of record of the 4.60% (Series A) Cumulative Preferred Stock, invite tenders of 4.60% (Series A) Cumulative Preferred Stock at the par value thereof, plus an amount equal to accrued dividends to the next succeeding June 30, in an amount sufficient to exhaust the moneys so set aside in the 4.60% (Series A) Preferred Stock Purchase Fund. The invitations for tenders shall specify how tenders shall be made and how notification of acceptance thereof will be given. Tenders may be made on or before June 25, in each year. If the par value of the shares of 4.60% (Series A) Cumulative Preferred Stock tendered in response to any such invitation aggregates more than the amount available in the 4.60% (Series A) Preferred Stock Purchase Fund such tenders shall be accepted pro rata (as nearly as practicable without the purchase or issuance of fractional shares or scrip therefor) in proportion to the total number of shares of 4.60% (Series A) Cumulative Preferred Stock tendered respectively by the holders thereof who shall have made such tenders, provided that in any event, each holder of 4.60% (Series A) Cumulative Preferred Stock shall be entitled to tender and to have purchased by the Company on each such invitation, at least the number of shares (as nearly as practicable without the purchase or issuance of fractional shares or scrip therefor) of the 4.60% (Series A) Cumulative Preferred Stock held by such holder which bears the same ratio to the total number of shares to be purchased pursuant to the invitation as the number of shares held of record by such holder at the close of business on the last business day before the date of such invitation, bears to the total number of shares of 4.60% (Series A) Cumulative Preferred Stock then outstanding. Tenders

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shall be accepted of sufficient shares of 4.60% (Series A) Cumulative Preferred Stock to exhaust all of the moneys in the 4.60% (Series A) Preferred Stock Purchase Fund. Payment for 4.60% (Series A) Cumulative Preferred Stock for which tenders shall have been accepted shall be made on the June 30 following the last day for the making of tenders. To the extent that tenders in any year are not made in an amount sufficient to exhaust all of the moneys so held in the 4.60% (Series A) Preferred Stock Purchase Fund, such excess moneys in the 4.60% (Series A) Preferred Stock Purchase Fund for that year shall be released from the 4.60% (Series A) Preferred Stock Purchase Fund and become free funds to the Company. The obligation to set aside amounts in the 4.60% (Series A) Preferred Stock Purchase Fund shall be cumulative, so that if, on June 1 of each year cash in the required amount shall not have been set aside in full, the amount of the deficiency shall be added to the 4.60% (Series A) Preferred Stock Purchase Fund for the next succeeding year until the total aggregate amount which shall have been set aside in such 4.60% (Series A) Preferred Stock Purchase Fund, and used or released to the Company in accordance with the provisions of this Section (4)(c), shall equal 2% of the aggregate par value of the largest number of shares of 4.60% (Series A) Cumulative Preferred Stock at any time theretofore outstanding, multiplied by the number of twelve month periods which shall have elapsed since June 1, 1957. No dividends shall be declared or paid upon or set apart for any shares of Common Stock or any sums applied to the purchase, redemption or other retirement of Common Stock, so long as any such deficiency shall exist in the 4.60% (Series A) Preferred Stock Purchase Fund. Amounts to satisfy any such deficiency in the 4.60% (Series A) Preferred Stock Purchase Fund, in whole or in part, may be set aside in the 4.60% (Series A) Preferred Stock Purchase Fund at any time, for application in the manner aforesaid on the next succeeding June 1, provided however, that if at any time between any June 30 and March 1 of the following year the amount so set aside in the 4.60% (Series A) Preferred Stock Purchase Fund shall aggregate $50,000 or more, the Company shall immediately invite tenders of 4.60% (Series A) Cumulative Preferred Stock in the manner aforesaid, in an amount sufficient to exhaust the moneys in the 4.60% (Series A) Preferred Stock Purchase Fund, at the par value thereof plus an amount equal to accrued dividends to a date which shall be thirty days from

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the date of such invitation, the invitation to remain open for twenty-five days; and on or before the thirtieth day following the date of such invitation, the Company shall accept tenders and make payment for 4.60% (Series A) Cumulative Preferred Stock tendered, at the price aforesaid in the same manner as above provided with respect to moneys set aside in the 4.60% (Series A) Preferred Stock Purchase Fund on June 1 in each year, and to the extent that tenders are not made in an amount sufficient to exhaust the moneys so held in the 4.60% (Series A) Preferred Stock Purchase Fund, such moneys shall likewise be released from the 4.60% (Series A) Preferred Stock Purchase Fund and become free funds to the Company. Amounts equal to accrued dividends on 4.60% (Series A) Cumulative Preferred Stock purchased through the 4.60% (Series A) Preferred Stock Purchase Fund shall be paid by the Company by the use of moneys not in the 4.60% (Series A) Preferred Stock Purchase Fund, and shall not be charged to the 4.60% (Series A) Preferred Stock Purchase Fund. Shares of 4.60% (Series A) Cumulative Preferred Stock purchased through the 4.60% (Series A) Preferred Stock Purchase Fund shall be cancelled and shall not be reissued.

(4)(d) On April 1, 1963 and on April 1 in each year thereafter so long as any of the 5.125% Cumulative Preferred Stock shall remain outstanding, the Company shall, subject to the provisions of Section (3) of this Article, set aside as a Purchase Fund for the 5.125% Cumulative Preferred Stock (herein called the "5.125% Preferred Stock Purchase Fund") an amount equal to 1% of the aggregate par value of the largest number of shares of 5.125% Cumulative Preferred Stock at any time theretofore outstanding; provided, however, that amounts set aside for Purchase Funds for the several series of Preferred Stock in compliance with the provisions of Section (4) (a), Section (4) (b), Section (4) (c) and Section (4) (d) of this Article shall be set aside without preference or priority as between series so that if at any time there shall be a deficiency (including any amount then required to be set aside) in the Purchase Funds for two or more series of Preferred Stock, any satisfaction of such deficiencies shall be made simultaneously for such two or more Purchase Funds in proportion to the amounts of the respective deficiencies therein. On or before each such April 1 the Company shall in writing, addressed to all holders of record of the 5.125% Cumulative Preferred Stock, invite tenders of 5.125% Cumula-

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tive Preferred Stock at the par value thereof, plus an amount equal to accrued dividends to the next succeeding April 30, in an amount sufficient to exhaust the moneys so set aside in the 5.125% Preferred Stock Purchase Fund. The invitations for tenders shall specify how tenders shall be made and how notification of acceptance thereof will be given. Tenders may be made on or before April 25, in each year. If the par value of the shares of 5.125% Cumulative Preferred Stock tendered in response to any such invitation aggregates more than the amount available in the 5.125% Preferred Stock Purchase Fund such tenders shall be accepted pro rata (as nearly as practicable without the purchase or issuance of fractional shares or scrip therefor) in proportion to the total number of shares of 5.125% Cumulative Preferred Stock tendered respectively by the holders thereof who shall have made such tenders, provided that in any event, each holder of 5.125% Cumulative Preferred Stock shall be entitled to tender and to have purchased by the Company on each such invitation, at least the number of shares (as nearly as practicable without the purchase or issuance of fractional shares or scrip therefor) of the 5.125% Cumulative Preferred Stock held by such holder which bears the same ratio to the total number of shares to be purchased pursuant to the invitation as the number of shares held of record by such holder at the close of business on the last business day before the date of such invitation, bears to the total number of shares of 5.125% Cumulative Preferred Stock then outstanding. Tenders shall be accepted of sufficient shares of 5.125% Cumulative Preferred Stock to exhaust all of the moneys in the 5.125% Preferred Stock Purchase Fund. Payment for 5.125% Cumulative Preferred Stock for which tenders shall have been accepted shall be made on the April 30 following the last day for the making of tenders. To the extent that tenders in any year are not made in an amount sufficient to exhaust all of the moneys so held in the 5.125% Preferred Stock Purchase Fund, such excess moneys in the 5.125% Preferred Stock Purchase Fund for that year shall be released from the 5.125% Preferred Stock Purchase Fund and become free funds to the Company. The obligation to set aside amounts in the 5.125% Preferred Stock Purchase Fund shall be cumulative, so that if, on April 1 of each year cash in the required amount shall not have been set aside in full, the amount of the deficiency shall be added to the 5.125% Preferred Stock Purchase Fund for the next succeeding year until the total aggregate amount which shall have been set aside in such 5.125% Preferred Stock Purchase Fund, and used or released to

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the Company in accordance with the provisions of this Section (4)(d), shall equal 1% of the aggregate par value of the largest number of shares of 5.125% Cumulative Preferred Stock at any time theretofore outstanding, multiplied by the number of twelve month periods which shall have elapsed since April 1, 1962. No dividends shall be declared or paid upon or set apart for any shares of Common Stock or any sums applied to the purchase, redemption or other retirement of Common Stock, so long as any such deficiency shall exist in the 5.125% Preferred Stock Purchase Fund. Amounts to satisfy any such deficiency in the 5.125% Preferred Stock Purchase Fund, in whole or in part, may be set aside in the 5.125% Preferred Stock Purchase Fund at any time, for application in the manner aforesaid on the next succeeding April 1, provided however, that if at any time between any April 30 and January 1 of the following year the amount so set aside in the 5.125% Preferred Stock Purchase Fund shall aggregate $50,000 or more, the Company shall immediately invite tenders of 5.125% Cumulative Preferred Stock in the manner aforesaid, in an amount sufficient to exhaust the moneys in the 5.125% Preferred Stock Purchase Fund, at the par value thereof plus an amount equal to accrued dividends to a date which shall be thirty days from the date of such invitation, the invitation to remain open for twenty-five days; and on or before the thirtieth day following the date of such invitation, the Company shall accept tenders and make payment for 5.125% Cumulative Preferred Stock tendered, at the price aforesaid in the same manner as above provided with respect to moneys set aside in the 5.125% Preferred Stock Purchase Fund on April 1 in each year, and to the extent that tenders are not made in an amount sufficient to exhaust the moneys so held in the 5.125% Preferred Stock Purchase Fund, such moneys shall likewise be released from the 5.125% Preferred Stock Purchase Fund and become free funds to the Company. Amounts equal to accrued dividends on 5.125% Cumulative Preferred Stock purchased through the 5.125% Preferred Stock Purchase Fund shall be paid by the Company by the use of moneys not in the 5.125% Preferred Stock Purchase Fund, and shall not be charged to the 5.125% Preferred Stock Purchase Fund. Shares of 5.125% Cumulative Preferred Stock purchased through the 5.125% Preferred Stock Purchase Fund shall be cancelled and shall not be reissued.

(5) The Preferred Stock of any series at any time outstanding may be redeemed by the Company (except that, unless all shares of Preferred Stock of each series are redeemed or otherwise retired, no

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shares of the 5.125% Cumulative Preferred Stock shall be redeemed prior to April 1, 1966 directly or indirectly out of the proceeds of or in anticipation of any borrowings or the issuance of any securities by or for the account of the Company or any subsidiary of the Company having an effective interest cost or dividend rate [calculated after adjustment, in accordance with generally accepted financial practice, for any premium received or discount granted in connection with such borrowings or issuance of securities] of less than 5.125% per annum), at its election expressed by resolution adopted by its Board of Directors, as a whole at any time or in part from time to time, on not less than thirty (30) nor more than sixty (60) days' prior written notice given as herein provided, at a redemption price (which price shall include the amount equal to accrued dividends as hereinafter in this sentence specified) in the case of each share of 5% Preferred Stock to be redeemed, equal to Fifty-two Dollars and Fifty Cents ($52.50) per share, in the case of the 4.60% Cumulative Preferred Stock to be redeemed, equal to Fifty-two Dollars ($52) per share if the date fixed for redemption is prior to October 15, 1954, Fifty-one Dollars and Fifty Cents ($51.50) per share if such redemption date is thereafter and prior to October 15, 1956, Fifty-one Dollars ($51) per share if such redemption date is thereafter and prior to October 15, 1960, and Fifty Dollars and Fifty Cents ($50.50) per share if such redemption date is thereafter, in the case of the 4.50% Cumulative Preferred Stock to be redeemed equal to Fifty-two and 50/100 Dollars ($52.50) per share if the date fixed for redemption is prior to June 1, 1959, Fifty-one and 75/100 Dollars ($51.75) per share if such redemption date is thereafter and prior to June 1, 1964, and Fifty-one Dollars ($51.00) per share if such redemption date is thereafter, in the case of the 4.60% (Series A) Cumulative Preferred Stock to be redeemed equal to Fifty-two and 50/100 Dollars ($52.50) per share if the date fixed for redemption is prior to June 1, 1961, Fifty-two Dollars ($52.00) per share if such redemption date is thereafter and prior to June 1, 1966 and Fifty-one and 50/100 Dollars ($51.50) per share if such redemption date is thereafter and prior to June 1, 1971, and Fifty-one Dollars ($51.00) per share if such redemption date is thereafter, in the case of the 5.125% Cumulative Preferred Stock to be redeemed equal to Fifty-three Dollars ($53.00) per share if the date fixed for redemption is prior to April 1, 1966, Fifty-two and 50/100 Dollars ($52.50) per share if such redemption date is thereafter and prior to April 1, 1971, Fifty-one and 50/100 Dollars ($51.50) per share

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if such redemption date is thereafter and prior to April 1, 1976 and Fifty-one Dollars ($51.00) per share if such redemption date is thereafter, and, in addition thereto, an amount which, together with the aggregate of the dividends previously paid upon such share, will be equal, in the case of the 5% Preferred Stock, to Two Dollars and Fifty Cents ($2.50) per share per annum (but without interest), in the case of the 4.60% Cumulative Preferred Stock, to Two Dollars and Thirty Cents ($2.30) per share per annum (but without interest), in the case of the 4.50% Cumulative Preferred Stock, to Two Dollars and Twenty-five Cents ($2.25) per share per annum (but without interest), in the case of the 4.60% (Series A) Cumulative Preferred Stock, to Two Dollars and Thirty Cents ($2.30) per share per annum (but without interest) and in the case of the 5.125% Cumulative Preferred Stock, to Two Dollars and Fifty-six and one-quarter Cents ($2.5625) per share per annum (but without interest) from the date from which the dividends thereon became cumulative to the date of redemption. Redemption may be made at any time of either the whole or any part of the shares of any series of Preferred Stock without redeeming the whole or any part of the shares of any other series of Preferred Stock; provided that if, at any time, the Company shall fail to pay dividends in full on any outstanding shares of any series of Preferred Stock, thereafter and until dividends in full on all such shares shall have been paid, or declared and set apart for payment, for all past dividend periods, the Company shall not redeem any Preferred Stock unless all the shares of Preferred Stock outstanding are redeemed, and shall not purchase or otherwise acquire for value any shares of Preferred Stock otherwise than in accordance with an offer made to all holders of shares of Preferred Stock; and provided further if, at any time, the Company shall be in default in the performance of its obligations under Section (4)(a), Section (4)(b), Section (4)(c) or Section (4)(d) of this Article, thereafter and until all such defaults in compliance with the provisions of Section (4)(a), Section (4)(b), Section (4)(c) and Section (4)(d) of this Article shall have been remedied, the Company shall not redeem any Preferred Stock unless all the shares of Preferred Stock outstanding are redeemed, and shall not purchase or otherwise acquire for value any shares of Preferred Stock except out of amounts set aside as Purchase Funds for one or more of the series of Preferred Stock in compliance with the provisions of Section (4) (a), Section (4) (b), Section (4) (c) and Section (4) (d) of this Article. In case of the redemption of a part only of any series of Preferred Stock at the

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time outstanding, the shares of Preferred Stock to be redeemed shall be selected by lot, in such manner as the Company may determine, by a bank or trust company selected for that purpose by the Company. Notice of the election of the Company to redeem any of the Preferred Stock shall be given by the Company by mailing a copy of such notice, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the date designated therein as the date for such redemption, to the holders of record on the date of such mailing of the shares of Preferred Stock to be redeemed, addressed to them at their respective addresses appearing on the books of the Company. Such notice shall state that such shares of Preferred Stock will be redeemed at the redemption price aforesaid and on the date specified in such notice, upon the surrender for cancellation, at the place designated in such notice, of the certificates representing such shares of Preferred Stock, properly endorsed in blank for transfer or accompanied by proper instruments of assignment and transfer in blank (if required by the Company) and bearing all necessary transfer stamps thereto affixed and cancelled. On and after the date specified in such notice, each holder of shares of Preferred Stock called for redemption as aforesaid, upon presentation and surrender at the place designated in such notice of the certificates for shares of Preferred Stock held by him, properly endorsed in blank for transfer or accompanied by proper instruments of assignment and transfer in blank (if required by the Company), and bearing all necessary transfer tax stamps thereto affixed and cancelled, shall be entitled to receive therefor the redemption price hereinbefore specified. From and after the date of redemption specified in such notice (unless default shall be made by the Company in providing moneys for the payment of the redemption price), all dividends on the shares of Preferred Stock so called for redemption shall cease to accrue and, from and after said date (unless default shall be made by the Company as aforesaid), or, if the Company shall so elect, from and after the date (prior to the date of redemption so specified) on which the Company shall provide the moneys for the payment of the redemption price by depositing the amount thereof with a bank or trust company doing business in the Borough of Manhattan, City and State of New York, and having a capital and surplus of at least $5,000,000, provided that the notice of redemption shall have stated the intention of the Company to deposit such amount on a date in such notice specified, all rights of the holders of the shares so called for redemption as stockholders of the Company,

except only the right to receive the redemption price then due, shall cease and determine. Subject to the foregoing provisions of this Section (5), the Company may also from time to time repurchase shares of any series of its Preferred Stock at not exceeding the respective redemption prices thereof. All shares of Preferred Stock so redeemed shall be retired and shall not be reissued, but the Company may, nevertheless, from time to time thereafter increase and/or reclassify its capital stock in the manner and to the extent permitted by law and by its charter.

(6) At all elections of directors of the Company, and on all other matters, except on matters in respect of which the laws of the State of South Carolina shall provide that all stockholders shall have the right to vote irrespective of whether such right has been relinquished by any of such stockholders and except as otherwise herein provided, the holders of the Common Stock shall have the exclusive right to vote, *provided, however,* that, if and whenever four (4) quarterly dividends payable on the Preferred Stock shall be unpaid in whole or in part, the holders of the Preferred Stock as a class, all the shares of all series of Preferred Stock then outstanding taken together constituting the class, shall have the exclusive right to vote for and to elect the smallest number of directors which shall constitute a majority of the then authorized number of directors of the Company, and in all matters other than the election of directors, each holder of one or more shares of any series of Preferred Stock shall be entitled to one vote for each such share of stock held by him. In the event of defaults entitling the Preferred Stock to vote as aforesaid, the holders of the Common Stock as a class shall have the exclusive right to vote for and to elect the greatest number of directors which shall constitute a minority of the then authorized number of directors of the Company and in all matters other than the election of directors, each holder of Common Stock shall be entitled to one vote for each share of stock held by him. The voting rights of the holders of the Preferred Stock, however, shall cease when all accumulated and unpaid dividends on their stock shall have been paid in full. The terms of office of all persons who may be directors of the Company, at the time when the right to elect a majority of the directors shall accrue to the holders of the Preferred Stock as herein provided, shall terminate upon the election of their successors at a meeting of the stockholders of the Company then entitled to vote. Whenever the right shall have accrued to the

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holders of Preferred Stock to elect directors, the Board of Directors shall, within ten days after delivery to the Company at its principal office of a request to such effect signed by any holder of shares of the Preferred Stock entitled to vote, call a special meeting of the stockholders to be held within forty days from the delivery of such request for the purpose of electing directors. The notice of such meeting shall be similar to that provided in the By-Laws for an annual meeting of stockholders. Any vacancy in the Board of Directors occurring during any period that the Preferred Stock shall have representatives on the Board shall be filled by a majority vote of the remaining directors representing the class of stock theretofore represented by the director causing the vacancy. Upon the termination of such exclusive right of the holders of the Preferred Stock to elect a majority of the directors of the Company, the terms of office of all the directors of the Company shall terminate upon the election of their successors at a meeting of the stockholders of the Company then entitled to vote. Whenever the right of holders of shares of Preferred Stock to elect directors shall have terminated, the Board of Directors shall, within ten days after delivery to the Company at its principal office of a request to such effect signed by any holders of shares of Common Stock entitled to vote, call a special meeting of the stockholders to be held within forty days from the delivery of such request for the purpose of electing directors. The notice of such meeting shall be similar to that provided in the By-Laws for an annual meeting of stockholders.

(7) So long as any of the Preferred Stock shall be outstanding, unless provision has been made for the redemption thereof as provided in Section (5) of this Article VII:

(A) The Company shall not, without the affirmative vote or written consent of the holders of at least two-thirds of the total number of shares of Preferred Stock then outstanding, all of said shares voting as a single class (in addition to any other vote or consent at the time required by law), (1) create or issue any shares of stock, in addition to the shares which the Company is then authorized to issue, which would rank equally with or prior to the Preferred Stock or authorize any increase of the Preferred Stock now authorized, or (2) amend its charter so as to change, alter or repeal the provisions contained herein relating to the preferences, voting powers, restrictions and qualifications of any series of Pre-

ferred Stock, *provided, however*, that if any such amendment, alteration or repeal would decrease the rights and preferences of outstanding shares of Preferred Stock of one or more series without proportionately decreasing the rights and preferences of the outstanding shares of the other series, then like consent by the holders of at least two-thirds in amount of the Preferred Stock of the former one or more series (voting as a class) at the time outstanding shall also be necessary for effecting or validating any such amendment, alteration or repeal, and *provided further*, that if any such amendment or alteration would increase the authorized number of shares of the 4.60% Cumulative Preferred Stock, then like consent by the holders of at least two-thirds in amount of the 4.60% Cumulative Preferred Stock shall also be necessary for effecting or validating any such amendment or alteration and *provided further* that if any such amendment or alteration would increase the authorized number of shares of the 4.50% Cumulative Preferred Stock then like consent of the holders of at least two-thirds in amount of the 4.50% Cumulative Preferred Stock shall also be necessary for effecting or validating any such amendment or alteration and *provided further* that if any such amendment or alteration would increase the authorized number of shares of the 4.60% (Series A) Cumulative Preferred Stock then like consent of the holders of at least two-thirds in amount of the 4.60% (Series A) Cumulative Preferred Stock shall also be necessary for effecting or validating any such amendment or alteration and *provided further* that if any such amendment or alteration would increase the authorized number of shares of the 5.125% Cumulative Preferred Stock then like consent of the holders of at least two-thirds in amount of the 5.125% Cumulative Preferred Stock shall also be necessary for effecting or validating any such amendment or alteration, or (3) issue any shares of Preferred Stock in addition to the initial series of 125,234 shares of the 5% Preferred Stock, 60,000 shares of the 4.60% Cumulative Preferred Stock, 80,000 shares of the 4.50% Cumulative Preferred Stock, 100,000 shares of the 4.60% (Series A) Cumulative Preferred Stock and 100,000 shares of the 5.125% Cumulative Preferred Stock (a) unless for any twelve consecutive calendar months immediately preceding the calendar month within which such additional shares of Preferred Stock shall be issued, the net earnings of the Company available for the payment of interest charges on the Company's indebtedness, determined

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after provision for depreciation (in an amount not less than the minimum specified in subparagraph (D) of Section (3) above in the definition of Net Income of the Company Available for Dividends on the Common Stock), amortization of utility plant acquisition adjustment accounts, and all taxes, in accordance with sound accounting practice, shall have been at least one and one-half times the aggregate for a twelve months' period of the interest charges on indebtedness of the Company and the dividend requirements on all shares of Preferred Stock to be outstanding immediately after the proposed issue of such additional shares thereof, provided that there shall be excluded from the foregoing computation interest charges on all indebtedness and dividends on all stock which are to be retired in connection with the issue of such additional shares of Preferred Stock, and also provided that, where such additional shares of Preferred Stock are to be issued in connection with the acquisition of new property, the net earnings of the property to be so acquired may be included on a pro forma basis in the foregoing computation, computed on the same basis as the net earnings of the Company, and (b) unless the aggregate of the capital of the Company applicable to the Common Stock and the surplus of the Company shall be not less than the amount payable upon involuntary dissolution to the holders of the Preferred Stock to be outstanding immediately after the proposed issue of such additional Preferred Stock, excluding from the foregoing computation all indebtedness and stock which are to be retired in connection with the issue of such additional shares of Preferred Stock, *provided*, that no portion of the surplus of the Company which shall be used to meet the requirements of this clause (b) shall, after the issue of such additional shares of Preferred Stock and until such additional shares or a like number of other shares of Preferred Stock shall have been retired, be available for dividends or other distribution upon the Common Stock; and

(B) The Company shall not, without the consent of the Preferred and Common Stock at a meeting duly called for the purpose, which consent must be evidenced by (1) a simple majority vote of the total number of shares of Preferred Stock then outstanding, all of said shares being entitled to one vote per share and voting as a single class, (2) a simple majority vote of the total number of shares of Common Stock then outstanding, all of said shares being

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entitled to one vote per share, and (3) a two-thirds majority vote of the then outstanding Preferred and Common Stock voting as a single class, all outstanding shares of Preferred Stock being entitled to twenty votes per share and all outstanding shares of Common Stock being entitled to one vote per share (in addition to any other vote or consent at the time required by law), consolidate or merge with or into any other corporation or corporations, permit the consolidation or merger of any other corporation or corporations into it, or sell, lease or otherwise transfer all or the greater part of the assets of the Company; *provided, however,* that the Board of Directors of the Company, by resolution, shall have the right at any time without the vote or consent of stockholders of any class, to mortgage or otherwise subject to lien or pledge all or any part of the assets of the Company for proper corporate purposes.

(C) The Company, except for the purposes of:

(1) refunding outstanding unsecured indebtedness theretofore issued or assumed by the Company,

(2) redeeming or retiring all outstanding shares of Preferred Stock, or

(3) reimbursing the Company, in whole or in part, for moneys deposited by it to provide for the redemption or retirement of all outstanding shares of one or more series of the Preferred Stock,

shall not, without the consent (given by vote at a meeting duly called for the purpose) of the holders of at least a majority of the total number of shares of Preferred Stock then outstanding, all of said shares voting as a single class, issue any unsecured notes, debentures or other securities representing unsecured indebtedness, or assume any such unsecured indebtedness, if, immediately after such issue or assumption, as the case may be, the total principal amount of all unsecured notes, debentures or other securities representing unsecured indebtedness issued or assumed by the Company and then outstanding (including unsecured securities then to be issued or assumed) would exceed (a) $8,000,000 or (b) ten per cent. (10%) of the aggregate of the total principal amount of all bonds or other securities representing secured indebtedness issued

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or assumed by the Company and then outstanding and the capital and surplus of the Company as then stated on the books of account of the Company, whichever amount is greater. Nothing herein contained shall be deemed to require such vote of Preferred Stockholders to enable the Company to make or assume any indebtedness secured by mortgage, pledge or collateral.

(8) No fractional shares of any series of Preferred Stock of the Company shall be issued. In case any holder or any person entitled to become a holder of any stock certificates representing shares of 5% Preferred Stock of the Company shall for any reason desire certificates representing less than a full share of said Preferred Stock, the Company shall, upon demand and after reasonable notice and, in the case of a holder, upon the surrender of certificates representing shares of 5% Preferred Stock properly endorsed in blank for transfer or accompanied by proper instruments of assignment and transfer in blank (if required by the Company) and bearing all necessary transfer stamps thereto affixed and cancelled, issue to such holder, and, in the case of any person entitled to become a holder, issue to such person, Scrip Certificates representing in the aggregate the same number of shares of 5% Preferred Stock as the certificates so surrendered for cancellation represent or the number of shares to which such person shall then be entitled, as the case may be. Such Scrip Certificates may, at the election of the Company, be in bearer form, represent not less than a one-twentieth fractional interest of one share of said 5% Preferred Stock and may by their terms become void at such reasonable time, not less than three (3) years, after the original issuance thereof. Such Scrip Certificates shall entitle the holders to combine and exchange the same for stock certificates representing full shares of 5% Preferred Stock, but, until so combined and exchanged, shall not entitle the holders thereof to receive dividends or to exercise other rights of Preferred Stockholders in respect of such fractional interests. The holders of full share certificates which have been issued in exchange for Scrip Certificates prior to the date for the determination of Preferred Stockholders entitled to receive dividends shall be entitled to receive the dividend payable on the dividend payment date next succeeding such exchange.

(9) The holders of shares of any series of Preferred Stock shall have no right whatever to subscribe for or purchase or to have offered

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to them for subscription or purchase any additional shares of stock of any class, character or description, or obligations of any kind of the Company convertible into stock of any class of the Company, or to which shall be attached or appertain any warrant or warrants or other instrument or instruments that shall confer upon the holder or holders of such obligations the right to subscribe for, or to purchase or receive from the Company, any shares of capital stock of any class of the Company, whether now or hereafter authorized.

(10) Except as hereinafter provided no fractional shares of Common Stock of the Company, nor Scrip Certificates therefor, shall be issued. However, as an incident to the Plan of Distribution of Common Stock of this Company by General Public Utilities Corporation, the Company shall, upon demand made by General Public Utilities Corporation or by the Escrow Agent under such Plan of Distribution, and upon the delivery of certificates representing shares of Common Stock of the Company properly endorsed in blank for transfer or accompanied by proper instruments of assignment and transfer in blank (if required by the Company) and bearing all necessary transfer stamps thereto affixed and cancelled and upon the delivery to the Company by General Public Utilities Corporation or by said Escrow Agent of all distributions received from and after the effective date of such Plan of Distribution on the shares of Common Stock of the Company represented by the certificates for full shares so delivered (said certificates for full shares and distributions thereon to be held by the Company for the benefit of holders of the Scrip Certificates representing fractional interests therein and, so long as said certificates are so held by the Company, the full shares represented by said certificates to be deemed to be outstanding for all purposes except that said shares shall be deemed not to be outstanding for the exercise of any voting powers or for the determination of the number of shares entitled to vote at any meeting of stockholders), deliver to General Public Utilities Corporation or to said Escrow Agent, in exchange for such certificates for full shares, Scrip Certificates representing fractional interests aggregating the same number of shares of Common Stock as the certificates for full shares so delivered represent. Moreover, as an incident to the consolidation of Scrip Certificates for Common Stock of the Company issued under said Plan of Distribution at the request of a holder of Scrip Certificates, representing, in the aggregate, fractional interests in more than one full share of such Common Stock of the

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Company, the Company shall, upon the surrender of Scrip Certificates representing such excess of fractional interests over one full share of such Common Stock bearing all necessary transfer stamps thereto affixed and cancelled, deliver to such holder Scrip Certificates representing any fractional interest in excess of the largest number of full shares represented by such aggregate of said Scrip Certificates so presented for consolidation. All Scrip Certificates for Common Stock of the Company shall be in bearer form, shall be dated as of the effective date of the aforesaid Plan of Distribution and shall represent not less than one one-thousandth fractional interest of one full share of Common Stock. Such Scrip Certificates shall entitle the holders thereof to consolidate and exchange the same at any time prior to November 15, 1951 for certificates for full shares of Common Stock plus a Scrip Certificate for any remaining fractional interest plus any distributions on such full shares from the date of the Scrip Certificates until the close of business on the date prior to the date of consolidation and exchange of such Scrip Certificates for stock certificates for full shares, but, until so consolidated and exchanged, shall not entitle the holders thereof to vote, receive dividends, or exercise other rights of stockholders in respect of such fractional interests. Upon the delivery of certificates for full shares in exchange for and upon consolidation of Scrip Certificates, the holders of certificates for full shares thus delivered shall become entitled to all rights with respect to said full shares as of the date of delivery of said full share certificates. Within 30 days after November 15, 1951 the Company shall sell, or cause to be sold, for cash, any and all full shares of Common Stock held by it for the benefit of holders of outstanding Scrip Certificates, together with all distributions, other than cash, on said full shares. Such sales shall be made at such price, and at such time or times within said 30 day period as the Company shall in its sole discretion deem to be appropriate. The Company shall hold the proceeds of such sale, together with the cash distributions made, on or before November 15, 1951, on said full shares for the proportionate benefit of holders of Scrip Certificates outstanding on November 15, 1951 and shall at any time after November 15, 1951, and prior to November 15, 1952, deliver to the holders of Scrip Certificates outstanding on November 15, 1951, upon surrender to the Company of any such Scrip Certificate, the proportionate part of funds thus held. All Scrip Certificates shall become null and void on November 15, 1952 and the property then held by the

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Company for the benefit of holders of Scrip Certificates then outstanding shall become the property of the Company.

(11) No shares of Common Stock or of any new class of Common Stock, and no securities convertible into such stock, shall be issued for cash without being offered for subscription pro rata to the holders of the outstanding Common Stock. The term "Common Stock" shall mean stock of any class (however designated) having the right to exercise ordinary voting powers other than stock having such powers only upon an event of default and shall also mean stock of any class (however designated) entitled to share in the residuum of assets of the Company after the stock of any and all classes entitled to a preference shall have been paid in full, or entitled to participate in the residuum of surplus or profits of the Company after the stock of any and all classes entitled to a preference in the accumulation or payment of dividends shall have been provided for. No holder of Common Stock shall be entitled, as such, as a matter of right, to subscribe for or purchase any new or additional issue of Preferred Stock or of any new class of stock (except Common Stock or any new class of Common Stock) or of any securities convertible into Preferred Stock or into such new class of stock, whether now or hereafter authorized, or whether issued for cash, property or services. Notwithstanding any other provision hereof, the Company may, in any manner permitted by law, issue shares of Common Stock, whether now or hereafter authorized, or of any new class of Common Stock, or securities convertible into such stock, for any consideration other than money, without first offering the same for subscription to the holders of the then outstanding Common Stock, and no holder of Common Stock shall be entitled as such, as a matter of right, to subscribe for or purchase any such stock or convertible securities so to be issued.

DEEDS

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DEEDS

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BOOK 126

201

South Carolina
State Highway Department
Form No. 2090 Rev. 7/1/60

2251

2258

THE STATE OF SOUTH CAROLINA)
County of Colleton)

LEASE
Borrow and Material Pit

Docket No. State Project 676A Route No. 17-A Road No.

THIS AGREEMENT made and entered into this 4 day of March, 1961, by and between Greer Reeves, B.R.Reeves, and Rachel Myrtice Galloway hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, top soil, earth, gravel, sand, stone, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of XXX feet, consisting of 2 acres, more or less, situated on land owned by the lessor, described as follows: unlimited

Borrow pit located in uncultivated field approximately 1 mile south of Route 17 Alt. Bounded on all other sides by lands of Greer Reeves, B. R. Reeves, and Rachel Myrtice Galloway.

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows:

TO HAVE AND TO HOLD the said right to remove top soil, earth, gravel, stone, sand, or other similar material, from said pit or pits, and the right of access thereto until

March 30, 1966

And in consideration thereof, the Highway Department hereby covenants and agrees to pay to the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such soil or materials, ~~as are actually excavated, or caused to be excavated~~ rents and royalties in the sum of Two hundred dollars ($200.00) Dollars ~~[per acre]~~, plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 60 days from date hereof ~~[after excavation shall have been completed]~~, or as follows:

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the top soil, earth, gravel, sand, stone, or other similar material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows:

Not to be drained.

3.

Stamps 16¢

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out.

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor;
Yellow - Chief Accountant; Pink - District Engineer;

3/21/61 - 9 AM

DEEDS

200

BOOK 126

201

South Carolina
State Highway Department
Form No. 2090 Rev. 7/1/60

2251

THE STATE OF SOUTH CAROLINA)

County of Colleton)

LEASE
Borrow and Material Pit

Docket No. State Project 676A Route No. 17-A Road No.

THIS AGREEMENT made and entered into this 4 day of March, 1961, by and between Greer Reeves, B.R.Reeves, and Rachel Myrtice Galloway hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, top soil, earth, gravel, sand, stone, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of XXX feet, consisting of 2 acres, more or less, situated on land owned by the lessor, described as follows: unlimited

Borrow pit located in uncultivated field approximately 1 mile south of Route 17 Alt. Bounded on all other sides by lands of Greer Reeves, B. R. Reeves, and Rachel Myrtice Galloway.

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows:

TO HAVE AND TO HOLD the said right to remove top soil, earth, gravel, stone, sand, or other similar material, from said pit or pits, and the right of access thereto until

March 30, 1966

And in consideration thereof, the Highway Department hereby covenants and agrees to pay to the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such soil or materials, ~~[as are actually excavated, or caused to be excavated]~~ rents and royalties in the sum of Two hundred dollars ($200.00) Dollars [per acre], plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 60 days from date hereof ~~[after excavation shall have been completed]~~, or as follows:

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the top soil, earth, gravel, sand, stone, or other similar material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows:

Not to be drained.

3.

Stamps 16¢

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out.

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor; Yellow - Chief Accountant; Pink - District Engineer;

3/21/61 - 9 AM

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IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

Jewell Breland

S. B. Hill

Greer Reeves
B. R. Reeves
Rachel Myrtice Galloway

Lessor.

Witnesses as to State Highway Department:

H. M. Fripp

G. G. ~~Easterbee~~ Easterlin

S. C. State Highway Department

By C. C. Hogan

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me S. B. Hill and made oath that he saw the within named Greer Reeves, B.R.Reeves and ~~Rachel Myrtice Galloway~~ sign, seal and as their act and deed, execute the within written instrument; and that he with Jewell Breland witnessed the execution thereof.

Sworn to before me this 4th day of March, 1961

S. B. Hill

Robert E. Caughman
Notary Public for S. C.

The State of South Carolina
County of Colleton

As to Highway Department

Personally appeared before me G. G. Easterlin and made oath that he saw the within named C. C. Hogan sign, seal and as his act and deed, execute the within written instrument; and that he with H. M. Fripp witnessed the execution thereof.

Sworn to before me this 4th day of March, 1961

G. G. Easterlin

Bernice Page.
Notary Public for S. C.

The State of South Carolina No mortgage.
County of _____

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) _____ do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by _____ to _____ recorded in Mortgage Book ____ at Page _____ in office of the Clerk of Court or RMC of _____ County.

WITNESS our hand and seal this _____ day of _____, 196__.

In the presence of:

_____

_____

_____

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

BOOK 126

2842 203

South Carolina
State Highway Department
Form No. 2090 Rev. 7/1/60

THE STATE OF SOUTH CAROLINA)
County of Colleton)

LEASE
Borrow and Material Pit

Docket No. 15.332 Route No. Road No. 398

THIS AGREEMENT made and entered into this 24 day of March 1961, 19___, by and between Dan Campbell hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, top soil, earth, gravel, sand, stone, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 4 feet, consisting of 1 acres, more or less, situated on land owned by the lessor, described as follows:

Top soil pit located in uncultivated field approximately 13328 feet rt. Sta. 97/36. Bounded on all sides by lands of Dan Campbell

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows:

TO HAVE AND TO HOLD the said right to remove top soil, earth, gravel, stone, sand, or other similar material, from said pit or pits, and the right of access thereto until

March 24, 1962

And in consideration thereof, the Highway Department hereby covenants and agrees to pay to the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such soil or materials, ~~as~~ are actually excavated, or caused to be excavated~~]~~ rents and royalties in the sum of Two hundred and no/100 --- ($ 200.00) Dollars ~~[per acre]~~, plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 30 days from date hereof ~~[after excavation shall have been completed]~~, or as follows:

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the top soil, earth, gravel, sand, stone, or other similar material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows:

3.

3/24/61- 10 AM

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out.

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor;
Yellow - Chief Accountant; Pink - District Engineer;

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IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

Jewell Breland

S. B. Hill

Greer Reeves
B. R. Reeves
Rachel Myrtice Galloway

Lessor.

Witnesses as to State Highway Department:

H. M. Fripp

G. G. ~~Easterbee~~ Easterlin

S. C. State Highway Department

By C. C. Hogan

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me S. B. Hill and made oath that he saw the within named Greer Reeves, B.R.Reeves and ~~Rachel Myrtice Galloway~~ sign, seal and as their act and deed, execute the within written instrument; and that he with Jewell Breland witnessed the execution thereof.

Sworn to before me this 4th
day of March, 1961

S. B. Hill

Robert E. Caughman
Notary Public for S. C.

The State of South Carolina
County of Colleton

As to Highway Department

Personally appeared before me G. G. Easterlin and made oath that he saw the within named C. C. Hogan sign, seal and as his act and deed, execute the within written instrument; and that he with H. M. Fripp witnessed the execution thereof.

Sworn to before me this 4th
day of March, 1961

G. G. Easterlin

Bernice Page.
Notary Public for S. C.

The State of South Carolina No mortgage.
County of _____

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) _____ do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by _____ to _____, recorded in Mortgage Book ____ at Page _____ in office of the Clerk of Court or RMC of _____ County.

WITNESS our hand and seal this _____ day of _____, 196__.

In the presence of:

_____

_____

_____

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

BOOK 126

2842 203

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South Carolina
State Highway Department
Form No. 2090 Rev. 7/1/60

THE STATE OF SOUTH CAROLINA)
County of Colleton)

LEASE
Borrow and Material Pit

Docket No. 15,332 Route No. Road No. 398

THIS AGREEMENT made and entered into this 24 day of March 1961, 19___, by and between Dan Campbell hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, top soil, earth, gravel, sand, stone, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 4 feet, consisting of 1 acres, more or less, situated on land owned by the lessor, described as follows:

Top soil pit located in uncultivated field approximately 13328 feet rt. Sta. 97/36. Bounded on all sides by lands of Dan Campbell

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows:

TO HAVE AND TO HOLD the said right to remove top soil, earth, gravel, stone, sand, or other similar material, from said pit or pits, and the right of access thereto until

March 24, 1962

And in consideration thereof, the Highway Department hereby covenants and agrees to pay to the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such soil or materials, [as are actually excavated, or caused to be excavated] rents and royalties in the sum of Two hundred and no/100 --- ($ 200.00) Dollars [per acre], plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 30 days from date hereof [after excavation shall have been completed], or as follows:

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the top soil, earth, gravel, sand, stone, or other similar material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows:

3.

3/24/61- 10 AM

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out.

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor;
Yellow - Chief Accountant; Pink - District Engineer;

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IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

Jewell Breland

S. B. Hill

Greer Reeves
B. R. Reeves
Rachel Myrtice Galloway

Lessor.

Witnesses as to State Highway Department:

H. M. Fripp

G. G. Easterlin

S. C. State Highway Department

By C. C. Hogan

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me S. B. Hill and made oath that he saw the within named Greer Reeves, B.R.Reeves and Rachel Myrtice Galloway sign, seal and as their act and deed, execute the within written instrument; and that he with Jewell Breland witnessed the execution thereof.

Sworn to before me this 4th day of March, 1961

S. B. Hill

Robert E. Counihan
Notary Public for S. C.

The State of South Carolina
County of Colleton

As to Highway Department

Personally appeared before me G. G. Easterlin and made oath that he saw the within named C. C. Hogan sign, seal and as his act and deed, execute the within written instrument; and that he with H. M. Fripp witnessed the execution thereof.

Sworn to before me this 4th day of March, 1961

G. G. Easterlin

Bernice Page.
Notary Public for S. C.

The State of South Carolina N. mortgage.
County of _____

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) _____ do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by _____ to _____, recorded in Mortgage Book ___ at Page _____ in office of the Clerk of Court or RMC of _____ County.

WITNESS our hand and seal this _____ day of _____, 196__.

In the presence of:

_____

_____

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

South Carolina
State Highway Department
Form No. 2090 Rev. 7/1/60

2842 203
3850

THE STATE OF SOUTH CAROLINA)
County of Colleton)

LEASE
Borrow and Material Pit

Docket No. 15.332 Route No. Road No. 398

THIS AGREEMENT made and entered into this 24 day of March 1961, 19___, by and between Dan Campbell hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, top soil, earth, gravel, sand, stone, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 4 feet, consisting of 1 acres, more or less, situated on land owned by the lessor, described as follows:

Top soil pit located in uncultivated field approximately 13328 feet rt. Sta. 97/36. Bounded on all sides by lands of Dan Campbell

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows:

TO HAVE AND TO HOLD the said right to remove top soil, earth, gravel, stone, sand, or other similar material, from said pit or pits, and the right of access thereto until

March 24, 1962

And in consideration thereof, the Highway Department hereby covenants and agrees to pay to the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such soil or materials, [as are actually excavated, or caused to be excavated] rents and royalties in the sum of Two hundred and no/100 --- ($ 200.00) Dollars [per acre], plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 30 days from date hereof [after excavation shall have been completed], or as follows:

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the top soil, earth, gravel, sand, stone, or other similar material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows:

3.

3/24/61- 10 AM

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out.

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor;
Yellow - Chief Accountant; Pink - District Engineer;

DEEDS

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IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

A. P. Smith
W. E. Crosby

Dan Campbell
Lessor.

Witnesses as to State Highway Department:

S. C. State Highway Department
By Foch Rax Ulmer

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me A. P. Smith and made oath that he saw the within named Dan Campbell sign, seal and as his act and deed, execute the within written instrument; and that he with W.E. Crosby witnessed the execution thereof.

Sworn to before me this 24
day of March, 19 61

A. P. Smith

Norman A. Padgett
Notary Public for S. C.

The State of South Carolina
County of Colleton

As to Highway Department

Personally appeared before me Shirley Ann Linder and made oath that he saw the within named Foch Ulmer sign, seal and as his act and deed, execute the within written instrument; and that he with Mike M. Hiott witnessed the execution thereof.

Sworn to before me this 24
day of March, 19 61

Shirley Ann Linder

Norman A. Padgett
Notary Public for S. C.

NO MOrtgage.

The State of South Carolina
County of _____

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) _____ do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by _____ to _____ recorded in Mortgage Book ___ at Page _____ in office of the Clerk of Court or RMC of _____ County.

WITNESS our hand and seal this _____ day of _____, 196__.

In the presence of:

_____

_____

_____

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

BOOK 126

J&B-31426 Form 3547-B—Sheet 1

Warranty Deed-Individual to Corporation

205

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That we, Henrietta H. Beach, Dora B. Linder, Lila B. Welch, H. Floyd Beach, Cary B. Caputo and Dorothy B. Clark, of the County of Colleton in the State of South Carolina, for and in consideration of the sum of Seven Hundred Ten and no/100 ($710.00) Dollars to us in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all that certain piece, parcel or tract of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 80 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now constructed; said center line being described as beginning at a point in the northern line of an existing County dirt road and running thence northwardly 1,443 feet, more or less, to a point of curve; thence northeastwardly along a 5° 00' curve to the right, and being tangent to the preceding course, 583.68 feet to a point of tangent; thence northeastwardly, tangent to the preceding curve, 110 feet, more or less, to the run of Jones Swamp, which run is the dividing line between property of the grantors herein and property of J. R. Grant; said strip of land extending northwardly and northeastwardly from said road line a mean distance of 2,136.68 feet, more or less, to the run of said Jones Swamp; containing 3.9 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing #G-10-11, dated April 13, 1960, attached hereto and made a part hereof.

[illegible] 19

Public for South Carolina

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

3/29/61 - 11 am

204

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

A. P. Smith
W. E. Crosby

Dan Campbell
Lessor.

Witnesses as to State Highway Department:

S. C. State Highway Department

By Foch Rmx Ulmer

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me A. P. Smith and made oath that he saw the within named Dan Campbell sign, seal and as his act and deed, execute the within written instrument; and that he with W.E.Crosby witnessed the execution thereof.

Sworn to before me this 24
day of March, 19 61

A. P. Smith

Norman A. Padgett
Notary Public for S. C.

The State of South Carolina
County of Colleton

As to Highway Department

Personally appeared before me Shirley Ann Linder and made oath that he saw the within named Foch Ulmer sign, seal and as his act and deed, execute the within written instrument; and that he with Mike M. Hiott witnessed the execution thereof.

Sworn to before me this 24
day of March, 19 61

Shirley Ann Linder

Norman A. Padgett
Notary Public for S. C.

NO MOrtgage.

The State of South Carolina
County of _____

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) _____ do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by _____ to _____, recorded in Mortgage Book ____ at Page _____ in office of the Clerk of Court or RMC of _____ County.

WITNESS our hand and seal this _____ day of _____, 196__.

In the presence of:

_____

_____

_____

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

J&B-31426 Form 3547-B—Sheet 1

Warranty Deed-Individual to Corporation

205

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That we, Henrietta H. Beach, Dora B. Linder, Lilla B. Welch, H. Floyd Beach, Cary B. Caputo and Dorothy B. Clark, of the County of Colleton in the State of South Carolina for and in consideration of the sum of Seven Hundred Ten and no/100 ($710.00) Dollars ---------- to us in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all that certain piece, parcel or tract of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 80 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Comp any, as now constructed; said center line being described as beginning at a point in the northern line of an existing County dirt road and running thence northwardly 1,443 feet, more or less, to a point of curve; thence northeastwardly along a 5° 00' curve to the right, and being tangent to the preceding course, 583.68 feet to a point of tangent; thence northeastwardly, tangent to the preceding curve, 110 feet, more or less, to the run of Jones Swamp, which run is the dividing line between property of the grantors herein and property of J. R. Grant; said strip of land extending northwardly and northeastwardly from said road line a mean distance of 2,136.68 feet, more or less, to the run of said Jones Swamp; containing 3.9 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing #G-10-11, dated April 13, 1960, attached hereto and made a part hereof.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

2/29/61 - 11 am

204

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

A. P. Smith
W. E. Crosby

Dan Campbell
Lessor.

Witnesses as to State Highway Department:

S. C. State Highway Department

By Foch ~~Rmx~~ Ulmer

The State of South Carolina

County of Colleton

As to Lessor

Personally appeared before me A. P. Smith and made oath that he saw the within named Dan Campbell sign, seal and as his act and deed, execute the within written instrument; and that he with W.E.Crosby witnessed the execution thereof.

Sworn to before me this 24
day of March, 19 61

A. P. Smith

Norman A. Padgett
Notary Public for S. C.

The State of South Carolina

County of Colleton

As to Highway Department

Personally appeared before me Shirley Ann Linder and made oath that he saw the within named Foch Ulmer sign, seal and as his act and deed, execute the within written instrument; and that he with Mike M. Hiott witnessed the execution thereof.

Sworn to before me this 24
day of March, 19 61

Shirley Ann Linder

Norman A. Padgett
Notary Public for S. C.

NO MOrtgage.

The State of South Carolina

County of _____

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) _____ do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by _____ to _____, recorded in Mortgage Book ___ at Page _____ in office of the Clerk of Court or RMC of _____ County.

WITNESS our hand and seal this _____ day of _____, 196__.

In the presence of:

_____

_____

_____

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

BOOK 126

J&B-31426 Form 3517-B—Sheet 1

Warranty Deed-Individual to Corporation

205

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That we, Henrietta H. Beach, Dora B. Linder, Lilla B. Welch, H. Floyd Beach, Cary B. Caputo and Dorothy B. Clark, of the County of Colleton in the State of South Carolina, for and in consideration of the sum of Seven Hundred Ten and no/100 ($710.00) Dollars ---------- to us in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all that certain piece, parcel or tract of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 80 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Comp any, as now constructed; said center line being described as beginning at a point in the northern line of an existing County dirt road and running thence northwardly 1,443 feet, more or less, to a point of curve; thence northeastwardly along a 5° 00' curve to the right, and being tangent to the preceding course, 583.68 feet to a point of tangent; thence northeastwardly, tangent to the preceding curve, 110 feet, more or less, to the run of Jones Swamp, which run is the dividing line between property of the grantors herein and property of J. R. Grant; said strip of land extending northwardly and northeastwardly from said road line a mean distance of 2,136.68 feet, more or less, to the run of said Jones Swamp; containing 3.9 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing #G-10-11, dated April 13, 1960, attached hereto and made a part hereof.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

DEEDS

205

205 A

J&B-31426 Form 3547-B—Sheet 1

Warranty Deed-Individual to Corporation

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That we, Henrietta H. Beach, Dora B. Linder, Lilla B. Welch, H. Floyd Beach, Cary B. Caputo and Dorothy B. Clark, of the County of Colleton in the State of South Carolina, for and in consideration of the sum of Seven Hundred Ten and no/100 ($710.00) Dollars to us in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all that certain piece, parcel or tract of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 50 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now constructed; said center line being described as beginning at a point in the northern line of an existing County dirt road and running thence northwardly 1,443 feet, more or less, to a point of curve; thence northeastwardly along a 5° 00' curve to the right, and being tangent to the preceding course, 583.68 feet to a point of tangent; thence northeastwardly, tangent to the preceding curve, 110 feet, more or less, to the run of Jones Swamp, which run is the dividing line between property of the grantors herein and property of J. R. Grant; said strip of land extending northwardly and northeastwardly from said road line a mean distance of 2,136.68 feet, more or less, to the run of said Jones Swamp; containing 3.9 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing CC-10-11, dated April 13, 1960, attached hereto and made a part hereof.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

BOOK 126

J&B-31426 Form 3547-B—Sheet 2

205B

And we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against us and our heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS our hands and seals this 27th day of February, 1961

Signed, sealed and delivered in the presence of:

James N. Marable

Elaine A. Marable

(As to Henrietta H. Beach, Dora B. Linder and H. Floyd Beach)

Curtis R. Smoak

Gerald C. Smoak

(As to Lilla B. Welch and Carey B. Caputo)

Henrietta H. Beach (L.S.)
Henrietta H. Beach

Dora B. Linder (L.S.)
Dora B. Linder

Lilla B. Welch (L.S.)
Lilla B. Welch

H. Floyd Beach (L.S.)
H. Floyd Beach

Carey B. Caputo (L.S.)
Carey B. Caputo

Dorothy B. Clark (L.S.)
Dorothy B. Clark

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me James N. Marable and made oath that he saw the within named Henrietta H. Beach, Dora B. Linder and H. Floyd Beach sign, seal and, as their act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that he with Elaine A. Marable witnessed the execution thereof.

SWORN to before me this the
27th day of February 1961

Elaine Allington Marable (SEAL)
Notary Public for South Carolina.

James N. Marable

STATE OF SOUTH CAROLINA

_____ COUNTY

NO RENUNCIATION OF DOWER NECESSARY - H. FLOYD BEACH IS UNMARRIED AND OTHER GRANTORS ARE WOMEN

I, _____, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ 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 _____ 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 the
_____ day of _____ 19____

_____
Notary Public for South Carolina.

NOTE: See page 4 for witnesses as to Dorothy B. Clark and for probate as to Dorothy B. Clark's signature.

DEEDS

205C

And we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against us and our heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS our hands and seals, this 27th day of February, 1951.

Signed, sealed and delivered in the presence of:

Henrietta H. Beach (L.S.)
Henrietta H. Beach

Dora B. Linder (L.S.)
Dora B. Linder

Lilla B. Walch (L.S.)
Lilla B. Walch

H. Floyd Beach (L.S.)
H. Floyd Beach

Carey B. Caputo (L.S.)
Carey B. Caputo

Dorothy B. Clark (L.S.)
Dorothy B. Clark

(As to Henrietta H. Beach, Dora B. Linder and H. Floyd Beach)

(As to Lilla B. Walch and Carey B. Caputo)

STATE OF SOUTH CAROLINA, Caputo)

COLLETON COUNTY.

PERSONALLY appeared before me James H. Marable and made oath that he saw the within named Henrietta H. Beach, Dora B. Linder and H. Floyd Beach sign, seal and, as their act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that he with Elaine A. Marable witnessed the execution thereof.

SWORN to before me this the 27th day of February 1951.

Elaine A. Marable (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA

COUNTY

NO RENUNCIATION OF DOWER NECESSARY - N. FLOYD BEACH IS UNMARRIED AND OTHER GRANTORS ARE WOMEN

I, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named 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 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 the day of 19

Notary Public for South Carolina.

NOTE: See page 4 for witnesses as to Dorothy B. Clark and for probate as to Dorothy B. Clark's signature.

J&B-31426 · Form 3547-B—Sheet 2

205D

And _____ do hereby bind _____ heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said _____ its successors and assigns, against _____ and _____ heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS _____ hand and seal this _____ day of _____ 19___

Signed, sealed and delivered in the presence of:

_____ _____ (L.S.)

_____ _____ (L.S.)

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Jonte R. Snoak and made oath that she saw the within named Lilla B. Welch and Carey B. Caputo sign, seal and, as their act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald O. Snoak witnessed the execution thereof.

SWORN to before me this the 27th day of February 19 61

Gerald O. Snoak (SEAL)
Notary Public for South Carolina.

Jonte R. Snoak

STATE OF SOUTH CAROLINA — RENUNCIATION OF DOWER

_____ COUNTY

I, _____, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ 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 _____ _____ 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 the _____ day of _____ 19___

_____
Notary Public for South Carolina.

205E

And ____ do hereby bind ____ heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said ____ his successors and assigns, against ____ and ____ heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS ____ hand ____ and seal ____ this ____ day of ____, 19____

Signed, sealed and delivered in the presence of:

(L.S.)

(L.S.)

STATE OF SOUTH CAROLINA,

COUNTY.

PERSONALLY appeared before me ____ and made oath that ____ saw the within named ____ sign, seal and, as ____ act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that ____ with ____ witnessed the execution thereof.

SWORN to before me this the ____ day of ____, 19__.

(SEAL)

Notary Public for South Carolina.

STATE OF SOUTH CAROLINA

RENUNCIATION OF DOWER

COUNTY

I, ____, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. ____ the wife of the within named ____ 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 ____ 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 the ____ day of ____, 19____

Notary Public for South Carolina.

J&B-31426 Form 3547-B—Sheet 2

4 of 705F

And _____ do hereby bind _____ heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said _____ its successors and assigns, against _____ and _____ heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS _____ hand and seal this _____ day of _____, 19___

Signed, sealed and delivered in the presence of:

Geraldine B. Burroughs _____ (L.S.)

_____ (L.S.)

(As to Dorothy B. Clark)

STATE OF SOUTH CAROLINA,

HORRY COUNTY.

PERSONALLY appeared before me GERALDINE B. BURROUGHS and made oath that she saw the within named Dorothy B. Clark sign, seal and, as her act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with F. G. BURROUGHS witnessed the execution thereof.

SWORN to before me this the 13th day of March 1961

_____ (SEAL)
Notary Public for South Carolina

Geraldine B. Burroughs

STATE OF SOUTH CAROLINA — RENUNCIATION OF DOWER

_____ COUNTY

I, _____, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ 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 _____ 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 the _____ day of _____, 19___

_____
Notary Public for South Carolina.

DEEDS

206

And ____ do hereby bind ____ heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said ____ ____ its successors and assigns against ____ and ____ heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS ____ hand ____ and seal ____ this ____ day of ____ 19____

Signed, sealed and delivered in the presence of:

(L.S.)

(L.S.)

(As to Dorothy B. Clark)

STATE OF SOUTH CAROLINA

____ COUNTY.

PERSONALLY appeared before me ____ and made oath that ____ saw the within named ____ sign, seal and, as ____ act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that ____ with ____ witnessed the execution thereof.

SWORN to before me this the ____ day of ____ 19____

Notary Public for South Carolina. (SEAL)

STATE OF SOUTH CAROLINA

RENUNCIATION OF DOWER

____ COUNTY

I, ____ a Notary Public, do hereby certify unto all whom it may concern, that Mrs. ____ the wife of the within named ____ 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 ____ ____ 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 the ____ day of ____ 19____

Notary Public for South Carolina.

4153 207.
-2422

South Carolina
State Highway Department
Form No. 2090 Rev. 7/1/60

THE STATE OF SOUTH CAROLINA)
County of Colleton)

LEASE
Borrow and Material Pit

Docket No. 15.332 Route No. - Road No. 300

THIS AGREEMENT made and entered into this 22 day of April, 1961, by and between G. C. Hoff

hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, top soil, earth, gravel, sand, stone, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 5 feet, consisting of .5 acres, more or less, situated on land owned by the lessor, described as follows:

Sand Clay pit located in uncultivated field approximately 1550' rt. Sta. 69/80 road 72, docket 15.331. Bounded on all other sides by lands of G.C. Hoff.

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows:

TO HAVE AND TO HOLD the said right to remove top soil, earth, gravel, stone, sand, or other similar material, from said pit or pits, and the right of access thereto until

April 22, 1963

And in consideration thereof, the Highway Department hereby covenants and agrees to pay to the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such soil or materials, ~~[as are actually excavated or caused to be excavated]~~ rents and royalties in the sum of Two hundred --- ($200.00) Dollars ~~[per acre]~~, plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 30 days from date hereof ~~[after excavation shall have been completed]~~, or as follows:

- - -

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the top soil, earth, gravel, sand, stone, or other similar material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows:

3.

Recorded 4/24/61 - 3 P.M.

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out.

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor;
Yellow - Chief Accountant; Pink - District Engineer;

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IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

A. P. Smith
G. M. Garris

George C. Hoff
Lessor.

Witnesses as to State Highway Department:

A. P. Smith
G. M. Garris

S. C. State Highway Department
By Foch Ulmer

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me A. P. Smith and made oath that he saw the within named George C. Hoff sign, seal and as his act and deed, execute the within written instrument; and that he with G. M. Garris witnessed the execution thereof.

Sworn to before me this 24th day of April, 1961
Norman A. Padgett
Notary Public for S. C.

A. P. Smith

The State of South Carolina
County of Colleton

As to Highway Department

Personally appeared before me A. P. Smith and made oath that he saw the within named Foch Ulmer sign, seal and as his act and deed, execute the within written instrument; and that he with G. M. Garris witnessed the execution thereof.

Sworn to before me this 24th day of April, 1961
Norman A. Padgett
Notary Public for S. C.

A. P. Smith

The State of South Carolina
County of Colleton

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) The Bank of Walterbroro do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by G. C. Hoff to TheBank of Walterboro recorded in Mortgage Book 105 at Page 206 in office of the Clerk of Court or RMC of Colleton County.

WITNESS our hand and seal this 24 day of April 1961, 196_.

In the presence of:

Norman A. Padgett
W. G. Butler

H. L. Smith

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

Notary Public for South Carolina.

209

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

TIMBER CONTRACT

WHEREAS, W. W. Strickland by his Will dated 24 November 1948, recorded in Will Book 5 at pages 227-231 in the Probate Office for Colleton County by Item 6 thereof devised to his wife, Jessie Lee Strickland, the right to sell all timber 12 inches across the stump and 12 inches from the ground up, as she might see fit on all the lands of which W. W. Strickland was seized and possessed at his death.

NOW, THEREFORE,

1. This Contract, in duplicate, between Jessie Lee Strickland, herein called the Landowner, and Roy E. Strickland, herein called the Lumberman, covers the sale and cutting of certain timber on the following described tracts of land owned by the said Jessie Lee Strickland:

> All those pieces, parcels or tracts of land devised to me for life by the Will of my late husband, W. W. Strickland, recorded in Will Book 5 at pages 227-231 in the Probate Office for Colleton County. (This does not include the tract devised to me absolutely by the said Will, a portion of this tract having been conveyed to Willie Strickland.)

2. This Timber Contract covers all timber 12 inches across the stump and 12 inches from the ground up on the above-described tracts of land, and stumpage prices for the said timber shall be Twenty-five Dollars ($25.00) per thousand for logs and Six Dollars ($6.00) per cord for the tops from which pulpwood is cut.

3. Landowner shall accept Lumberman's log scale at mill, supported by copies of all scaling tickets.

4. Payment shall be made to Jessie Lee Strickland, and a statement of payment, including volume, amount of check, check number and date, supported by copies of log scale tickets, shall be delivered to the said Jessie Lee Strickland.

5. The undersigned Landowner guarantees her ownership of the above-described timber.

WITNESS OUR HANDS AND SEALS this 15th day of May, 1961, in duplicate, at Walterboro, South Carolina.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

/s/ Jessie Lee Strickland (L.S.)
Landowner

/s/ Roy E. Strickland (L.S.)
Lumberman

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5-18-61

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IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

A. P. Smith
G. M. Garris

George C. Hoff
Lessor.

Witnesses as to State Highway Department:

A. P. Smith
G. M. Garris

S. C. State Highway Department
By Foch Ulmer

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me A. P. Smith and made oath that he saw the within named George C. Hoff sign, seal and as his act and deed, execute the within written instrument; and that he with G. M. Garris witnessed the execution thereof.

Sworn to before me this 24th day of April, 1961
Norman A. Padgett
Notary Public for S. C.

A. P. Smith

The State of South Carolina
County of Colleton

As to Highway Department

Personally appeared before me A. P. Smith and made oath that he saw the within named Foch Ulmer sign, seal and as his act and deed, execute the within written instrument; and that he with G. M. Garris witnessed the execution thereof.

Sworn to before me this 24th day of April, 1961
Norman A. Padgett
Notary Public for S. C.

A. P. Smith

The State of South Carolina
County of Colleton

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) The Bank of Walterbroro do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by G. C. Hoff to TheBank of Walterboro recorded in Mortgage Book 105 at Page 206 in office of the Clerk of Court or RMC of Colleton County.

WITNESS our hand and seal this 24 day of April 1961, 196_.

In the presence of:

Norman A. Padgett
W. G. Butler

H. L. Smith

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

209

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

TIMBER CONTRACT

WHEREAS, W. W. Strickland by his Will dated 24 November 1948, recorded in Will Book 5 at pages 227-231 in the Probate Office for Colleton County by Item 6 thereof devised to his wife, Jessie Lee Strickland, the right to sell all timber 12 inches across the stump and 12 inches from the ground up, as she might see fit on all the lands of which W. W. Strickland was seized and possessed at his death.

NOW THEREFORE,

1. This Contract, in duplicate, between Jessie Lee Strickland, herein called the Landowner, and Roy E. Strickland, herein called the Lumberman, covers the sale and cutting of certain timber on the following described tracts of land owned by the said Jessie Lee Strickland:

> All those pieces, parcels or tracts of land devised to me for life by the Will of my late husband, W. W. Strickland, recorded in Will Book 5 at pages 227-231 in the Probate Office for Colleton County. (This does not include the tract devised to me absolutely by the said Will, a portion of this tract having been conveyed to Willie Strickland.)

2. This Timber Contract covers all timber 12 inches across the stump and 12 inches from the ground up on the above-described tracts of land, and stumpage prices for the said timber shall be Twenty-five Dollars ($25.00) per thousand for logs and Six Dollars ($6.00) per cord for the tops from which pulpwood is cut.

3. Landowner shall accept Lumberman's log scale at mill, supported by copies of all scaling tickets.

4. Payment shall be made to Jessie Lee Strickland, and a statement of payment, including volume, amount of check, check number and date, supported by copies of log scale tickets, shall be delivered to the said Jessie Lee Strickland.

5. The undersigned Landowner guarantees her ownership of the above-described timber.

WITNESS OUR HANDS AND SEALS this 15th day of May, 1961, in duplicate, at Walterboro, South Carolina.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

/s/ Jessie Lee Strickland (L.S.)
Landowner

/s/ Roy E. Strickland (L.S.)
Lumberman

5-18-61

206

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

A. P. Smith
G. M. Garris

George C. Hoff
Lessor.

Witnesses as to State Highway Department:

A. P. Smith
G. M. Garris

S. C. State Highway Department
By Foch Ulmer

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me A. P. Smith and made oath that he saw the within named George C. Hoff sign, seal and as his act and deed, execute the within written instrument; and that he with G. M. Garris witnessed the execution thereof.

Sworn to before me this 24th day of April, 1961
Norman A. Padgett
Notary Public for S. C.

A. P. Smith

The State of South Carolina
County of Colleton

As to Highway Department

Personally appeared before me A. P. Smith and made oath that he saw the within named Foch Ulmer sign, seal and as his act and deed, execute the within written instrument; and that he with G. M. Garris witnessed the execution thereof.

Sworn to before me this 24th day of April, 1961
Norman A. Padgett
Notary Public for S. C.

A. P. Smith

The State of South Carolina
County of Colleton

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) The Bank of Walterbroro do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by G. C. Hoff to TheBank of Walterboro recorded in Mortgage Book 105 at Page 206 in office of the Clerk of Court or RMC of Colleton County.

WITNESS our hand and seal this 24 day of April 1961, 196_.

In the presence of:

Norman A. Padgett
W. G. Butler

H. L. Smith

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

209

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON) TIMBER CONTRACT

WHEREAS, W. W. Strickland by his Will dated 24 November 1948, recorded in Will Book 5 at pages 227-231 in the Probate Office for Colleton County by Item 6 thereof devised to his wife, Jessie Lee Strickland, the right to sell all timber 12 inches across the stump and 12 inches from the ground up, as she might see fit on all the lands of which W. W. Strickland was seized and possessed at his death.

NOW THEREFORE,

1. This Contract, in duplicate, between Jessie Lee Strickland, herein called the Landowner, and Roy E. Strickland, herein called the Lumberman, covers the sale and cutting of certain timber on the following described tracts of land owned by the said Jessie Lee Strickland:

> All those pieces, parcels or tracts of land devised to me for life by the Will of my late husband, W. W. Strickland, recorded in Will Book 5 at pages 227-231 in the Probate Office for Colleton County. (This does not include the tract devised to me absolutely by the said Will, a portion of this tract having been conveyed to Willie Strickland.)

2. This Timber Contract covers all timber 12 inches across the stump and 12 inches from the ground up on the above-described tracts of land, and stumpage prices for the said timber shall be Twenty-five Dollars ($25.00) per thousand for logs and Six Dollars ($6.00) per cord for the tops from which pulpwood is cut.

3. Landowner shall accept Lumberman's log scale at mill, supported by copies of all scaling tickets.

4. Payment shall be made to Jessie Lee Strickland, and a statement of payment, including volume, amount of check, check number and date, supported by copies of log scale tickets, shall be delivered to the said Jessie Lee Strickland.

5. The undersigned Landowner guarantees her ownership of the above-described timber.

WITNESS OUR HANDS AND SEALS this 15th day of May, 1961, in duplicate, at Walterboro, South Carolina.

SIGNED, SEALED AND BELIVERED
IN THE PRESENCE OF:

Cynthia B. Dantzler

Gerald C. Smith

Jessie Lee Strickland

/s/ Jessie Lee Strickland (L.S.)
Landowner

Roy E. Strickland

/s/ Roy E. Strickland (L.S.)
Lumberman

12 m
5-18-61

STATE OF SOUTH CAROLINA)
) TIMBER CONTRACT
COUNTY OF COLLETON)

THIS CONTRACT, W. W. Strickland by his AGENT duly authorized as hereinafter styled, recorded in AGENT Book 2 at pages 555-557 in the Probate Office for Colleton County by item 1 thereof conveyed to his wife, Agnes Lee Strickland, the right to cut all timber 8 inches or more in diameter at breast height (DBH) on all the lands of which W. W. Strickland was seized and possessed at the death of Agnes Lee Strickland, and

WHEREAS, the said Agnes Lee Strickland, the right to cut all timber 8 inches or more in diameter at breast height (DBH) on all the lands of which W. W. Strickland was seized and possessed at the death of Agnes Lee Strickland, and

WHEREAS, W. W. Strickland by his AGENT duly authorized as hereinafter styled, recorded in AGENT Book 2 at pages 555-557 in the Probate Office for Colleton County by item 1 thereof conveyed to his wife, Agnes Lee Strickland, the right to cut all timber 8 inches or more in diameter at breast height (DBH) on all the lands of which W. W. Strickland was seized and possessed at the death of Agnes Lee Strickland, and

NOW, THEREFORE,

1. This Contract, in duplicate, between Agnes Lee Strickland, hereinafter called the landowner, and Roy E. Strickland, hereinafter called the landowner, covers the sale and cutting of certain timber on the following described tracts of land owned by the said Agnes Lee Strickland

All those pieces, parcels or tracts of land described to be the lot or lots of the said W. W. Strickland, Jr., as shown on a plat made by the said W. W. Strickland, recorded in AGENT Book 2 at pages 555-557 in the Probate Office for Colleton County. (This does not include the first described tract to be apportioned by the said AGENT, a portion of which tract previously conveyed to Willie Strickland.)

2. Title timber contract covers all timber 12 inches or more in diameter at breast height on the above-described tracts of land, which timber is cut.

3. Landowner shall accept Timberman's bid as set forth in writing by him on the above-described tracts of land and agrees to receive for the said timber which is cut, which bid shall be Twenty-five Dollars ($25.00) per cord for the pine trees and Six Dollars ($6.00) per cord for the pine trees which are not merchantable.

4. Payment shall be made to Agnes Lee Strickland, and a statement of payment, including scaling number, amount of check, check number and date, authorized by Landowner, shall be delivered to the said Agnes Lee Strickland.

5. The merchantable landowner timber contracted for hereunder is described as follows:

WITNESS OUR HANDS AND SEALS this 12th day of May, 1967, in duplicate, at Walterboro, South Carolina.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Agnes Lee Strickland (L.S.)
Landowner

Roy E. Strickland (L.S.)
Timberman

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R-18-21

505
2094

DEEDS

209B

STATE OF SOUTH CAROLINA }
COUNTY OF COLLETON }

PERSONALLY appeared before me Cynthia B. Dantzler and made oath that she saw the within-named Jessie Lee Strickland and Roy E. Strickland sign, seal, and as their act and deed, deliver the within-written Timber Contract, and that she with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this
15th day of May 1961.
/s/ Gerald C. Smoak (SEAL)
Notary Public for South Carolina

Cynthia B. Dantzler

DEEDS

STATE OF SOUTH CAROLINA,

COLLETON COUNTY

HUNTING LEASE 2 11

THIS HUNTING LEASE made and entered into this 15th day of May 1961, between Jessie Lee Strickland Lessor, and Roy E. Strickland Lessee, WITNESSETH:

That Lessor, for the consideration hereinafter mentioned, and the covenants and agreements hereinafter agreed to be kept and performed by Lessee, his heirs and/or assigns, do hereby lease and demise unto Lessee, his heirs and/or assigns, the exclusive hunting rights and shooting privileges for deer on all that land in the County and State aforesaid, measuring and containing ____ acres, more or less, bounded on the North by lands of All those pieces, parcels or tracts of land devised to me for life by the Will of my late husband, W. W. Strickland, re- East by lands of corded in Will Book 5 at pages 227-231 in the Probate Office South by lands of for Colleton County. (This does not include the tract devised to me absolutely by the said Will, a portion of this tract having been conveyed to Willie Strickland.) and West by lands of

TO HAVE AND TO HOLD said exclusive hunting privileges and shooting rights for the deer hereinabove mentioned on said premises for the term of five (5) years, commencing on the 15th day of May, 1961, and ending on the 15th day of May 1966, with the privilege of renewing the said hunting privileges and shooting rights on the said lands, from year to year, for an additional period of ____ years, on the same terms and conditions as are herein set forth. Lessee, for himself, his heirs and/or assigns hereby covenant and agree to pay to Lessor on or before the ____ day of ____ of each year during the continuance of this lease, or any renewals thereof, the sum of $300.00 cents per year per acre as the consideration for the hunting rights and shooting privileges herein leased as aforesaid, and agree to be liable for any damage to cattle, crops, or fencing by Lessee, in exercising the privileges of this lease, with the right reserved to Lessee to terminate lease at the end of any year of its renewal period.

This lease is made subject to any bona fide sale of the premises hereinabove described, evidenced by recorded deed and complete change of possession of the premises and shall terminate upon the consummation of such sale. The renewal above provided for shall be automatically accomplished each year upon the payment of the annual rental.

It is further stipulated and agreed that the Lessee herein, ____ heirs and/or assigns, shall have the right to plant such patches of the ground above described as may be designated or approved by the Lessor herein, in peas, benne, millet, wheat, rye, or other grains so as to raise and provide feed for the birds above mentioned, so that they may increase in number and not leave said premises to go to other places in search of food.

IT IS FURTHER STIPULATED AND AGREED That the Lessee, or his heirs, executors, administrators and/or assigns, shall have the right topost the said lands and put up notices thereon in the name of the Lessor or the Lessee, or his assigns, or both, as he may desire, forbidding all hunting or trespassing on the said property; and the right to burn fire lines on said lands for the purpose of protecting the lands and game from fires.

IT IS FURTHER AGREED That the Lessee herein or his heirs or assigns shall have the right to employ an agent or agents to go upon the said premises at any and all times for the purpose of protecting said game, preventing trespassers or unauthorized persons from hunting or destroying the game, to post said lands, and in general to do any and all reasonable acts as may be necessary and proper for the purpose of protecting and increasing the game above mentioned on the property above described. And Lessee, his heirs, executors, administrators and/or assigns, shall have the right to go said lands, and such other persons as they may permit to go on said lands, with dogs and horses, at any and all times for the purpose of shooting the game above mentioned, or for the purpose of looking after said game or the planting of the grain above mentioned, so as to raise feed for the said birds, or for any other reasonable purpose in connection with the protection and increase of the said game, or for shooting the same as he may desire; the object and purpose of this contract being that said premises shall be protected as a game preserve for the pleasure of the Lessee herein and his heirs, executors, administrators and assigns, provided however, that no damage shall be done to the growing crops of Lessor.

To this lease the parties hereto bind their respective heirs, administrators and/or assigns.

IN WITNESS WHEREOF, Lessor has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Jessie L. Strickland (L. S.)

(L. S.)

5-18-61 (L. S.)

DEEDS

8/10

BOOK 126

STATE OF SOUTH CAROLINA,

COLLETON COUNTY

HUNTING LEASE 211

THIS HUNTING LEASE made and entered into this 15th day of May 1961, between Jessie Lee Strickland Lessor, and Roy E. Strickland Lessee, WITNESSETH:

That Lessor, for the consideration hereinafter mentioned, and the covenants and agreements hereinafter agreed to be kept and performed by Lessee, his heirs and/or assigns, do hereby lease and demise unto Lessee, his heirs and/or assigns, the exclusive hunting rights and shooting privileges for ~~[illegible]~~ deer on all that land in the County and State aforesaid, measuring and containing acres, more or less,

~~bounded on the North by lands of~~ All those pieces, parcels or tracts of land devised to me for life by the Will of my late husband, W. W. Strickland, re-

~~East by lands of~~ corded in Will Book 5 at pages 227-231 in the Probate Office for Colleton County. (This does not include the tract devised

~~South by lands of~~ to me absolutely by the said Will, a portion of this tract having been conveyed to Willie Strickland.)

~~and West by lands of~~

TO HAVE AND TO HOLD said exclusive hunting privileges and shooting rights for the ~~game~~ deer hereinabove mentioned on said premises for the term of five (5) years, commencing on the 15th day of May, 1961, and ending on the 15th day of May 1966, with the privilege of renewing the said hunting privileges and shooting rights on the said lands, from year to year, for an additional period of — years, on the same terms and conditions as are herein set forth. Lessee, for himself, his heirs and/or assigns hereby covenant and agree to pay to Lessor on or before the day of of each year during the continuance of this lease, or any renewals thereof, the sum of $300.00 ~~cents~~ per ~~acre~~ year as the consideration for the hunting rights and shooting privileges herein leased as aforesaid, and agree to be liable for any damage to cattle, crops, or fencing by Lessee, in exercising the privileges of this lease, with the right reserved to Lessee to terminate lease at the end of any year of its renewal period.

This lease is made subject to any bona fide sale of the premises hereinabove described, evidenced by recorded deed and complete change of possession of the premises and shall terminate upon the consummation of such sale. The renewal above provided for shall be automatically accomplished each year upon the payment of the annual rental.

~~It is further stipulated and agreed that the Lessee herein, heirs and/or assigns, shall have the right to plant such patches of the ground above described as may be designated or approved by the Lessor herein, in peas, benne, millet, wheat, rye, or other grains so as to raise and provide feed for the birds above mentioned, so that they may increase in number and not leave said premises to go to other places in search of food.~~

IT IS FURTHER STIPULATED AND AGREED That the Lessee, or his heirs, executors, administrators and/or assigns, shall have the right topost the said lands and put up notices thereon in the name of the Lessor or the Lessee, or his assigns, or both, as he may desire, forbidding all hunting or trespassing on the said property; and the right to burn fire lines on said lands for the purpose of protecting the lands and game from fires.

IT IS FURTHER AGREED That the Lessee herein or his heirs or assigns shall have the right to employ an agent or agents to go upon the said premises at any and all times for the purpose of protecting said game, preventing trespassers or unauthorized persons from hunting or destroying the game, to post said lands, and in general to do any and all reasonable acts as may be necessary and proper for the purpose of protecting and increasing the game above mentioned on the property above described. And Lessee, his heirs, executors, administrators and/or assigns, shall have the right to go said lands, and such other persons as they may permit to go on said lands, with dogs and horses, at any and all times for the purpose of shooting the game above mentioned, ~~or for the purpose of looking after said game or the planting of the grain above mentioned, so as to raise feed for the said birds~~, or for any other reasonable purpose in connection with the protection and increase of the said game, or for shooting the same as he may desire; the object and purpose of this contract being that said premises shall be protected as a game preserve for the pleasure of the Lessee herein and his heirs, executors, administrators and assigns, provided however, that no damage shall be done to the growing crops of Lessor.

To this lease the parties hereto bind their respective heirs, administrators and/or assigns.

IN WITNESS WHEREOF, Lessor has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Cynthia B. Dantzler
Gerald C. Smith

Jessie Lee Strickland (L. S.)

[illegible] (L. S.)

5-18-61 (L. S.)

STATE OF SOUTH CAROLINA,

COLLETON COUNTY

Personally appeared before me Cynthia B. Dantzler and made oath that she saw the within named Jessie Lee Strickland sign, seal and as her act and deed deliver the foregoing written Hunting Lease; and that she, with Gerald C. Scott witnessed the due execution thereof.

Cynthia B. Dantzler

SWORN to before me this 15th day of May, 19 61

[illegible] (L. S.)
Notary Public for South Carolina.

The State of South Carolina

COUNTY

TO

HUNTING LEASE

Recorded this day

of , 19

In Book Page

R. M. C. or Clerk of Court of C. P. & G. S.

212

DEEDS

213

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

AGRICULTURAL LEASE AND LIEN

THIS AGREEMENT, made this 11th day of April, 1961, between B. G. Cone, the Lessor, and Harry L. Brose, the Lessee, WITNESSETH:

That the Lessor, B. G. Cone, in consideration of the covenants of the Lessee, Harry L. Brose, hereinafter set forth, does by these presents lease to Harry L. Brose that tract of land situated partly in Colleton County and partly in Bamberg County and containing about four hundred twenty nine (429) acres, for agricultural purposes, and more particularly described as follows:

TRACT NO. ONE: All that certain piece parcel or tract of land, situate, lying and being in Colleton County, South Carolina, measuring and containing 278 acres, more or less, and bounded as follows: On the North and Northeast by lands of Cary Risor, partially separated therefrom by the old road to Ledge; on the East and South by lands of West Va. Paper Company, partially separated therefrom by a canal; and on the Southwest and West by lands of Marion Berry and a road separating the same from lands of Cary Risor.

TRACT NO. TWO: All that certain piece, parcel or tract of land, measuring and containing 151 acres, more or less, of which 112 acres, more or less, are situated in Bamberg County, South Carolina and 39 acres, more or less, are situated in Colleton County, South Carolina, bounding as a whole, as follows: On the North by lands of Rite Kinard, a ditch being the line, and lands of J. K. Kinard; on the East by lands of the Estate of J. W. Fender, on the South by lands of Rite Kinard and Cary Risor; and on the West by Highway No. 301.

Being the identical lands conveyed to B. G. Cone by deed of Harry L. Brose and Vivian Brose dated 20 March, 1961, and recorded in the Clerk's office for Colleton County and for Bamberg County.

TO HAVE AND TO HOLD the same to the Lessee from 1 April, 1961, to 1 December, 1961.

And Harry L. Brose, in consideration of the leasing of the premises as above set forth, covenants and agrees to pay to B. G. Cone, as rent for the same, the first five hundred (500) bushels of soybeans harvested on the property leased; and agrees to deliver said soybeans to the warehouse where the balance of the soybean crop is to be sold.

And it is further agreed that in order to secure the payment of the rent herein stipulated, the said B. G. Cone shall have a lien for the same on the first five hundred (500) bushels of soybeans which may be raised during the year upon the said land, in preference to all other liens claiming or otherwise, and all the remedies for the enforcement of the same as provided by law.

-1-

Recorded May 23 1961

STATE OF SOUTH CAROLINA,

COLLETON COUNTY

Personally appeared before me Cynthia B. Dantzler

and made oath that she saw the within named

Jessie Lee Strickland

sign, seal and as her act and deed deliver the foregoing written Hunting Lease; and that she, with

Gerald C. Brock witnessed the due execution thereof.

Cynthia B. Dantzler

SWORN to before me this 15th day of May, 19 61

Notary Public for South Carolina. (L. S.)

The State of South Carolina

COUNTY

TO

HUNTING LEASE

Recorded this day

of , 19

in Book Page

R. M. C. or Clerk of Court of C. P. & G. S.

212

DEEDS

213

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

AGRICULTURAL LEASE AND LIEN

THIS AGREEMENT, made this 11th day of April, 1961, between B. O. Cone, the Lessor, and Harry L. Brose, the Lessee, WITNESSETH:

That the Lessor, B. O. Cone, in consideration of the covenants of the Lessee, Harry L. Brose, hereinafter set forth, does by these presents lease to Harry L. Brose that tract of land situated partly in Colleton County and partly in Bamberg County and containing about four hundred twenty nine (429) acres, for agricultural purposes, and more particularly described as follows:

TRACT NO. ONE: All that certain piece parcel or tract of land situate, lying and being in Colleton County, South Carolina, measuring and containing 278 acres, more or less, and bounded as follows: On the North and Northeast by lands of Gary Rizer, partially separated therefrom by the old road to Lodge; on the East and South by lands of West Va. Paper Company, partially separated therefrom by a canal; and on the Southwest and West by lands of Marion Berry and a road separating the same from lands of Gary Rizer.

TRACT NO. TWO: All that certain piece, parcel or tract of land, measuring and containing 151 acres, more or less, of which 112 acres, more or less, are situated in Bamberg County, South Carolina and 39 acres, more or less, are situated in Colleton County, South Carolina, bounding as a whole, as follows: On the North by lands of Rito Kinard, a ditch being the line, and lands of J. M. Kinard; on the east by lands of the Estate of J. H. Fender, on the South by lands of Rito Kinard and Gary Rizer; and on the West by Highway No. [illegible]

Being the identical lands conveyed to B. O. Cone by deed of Harry L. Brose and Vivian Brose dated 20 March, 1961, and recorded in the Clerk's office for Colleton County and [illegible] Bamberg County.

TO HAVE AND TO HOLD the same to the Lessee from 1 April, 1961, to 1 December, 1961.

And Harry L. Brose, in consideration of the leasing of the premises as above set forth, covenants and agrees to pay to B. O. Cone, as rent for the same, the first five hundred (500) bushels of soybeans harvested on the property leased; and agrees to deliver said soybeans to the warehouse when the balance of the soybean crop is to be sold.

And it is further agreed that in order to secure the payment of the rent herein stipulated, the said B. O. Cone shall have a lien for the same on the first five hundred (500) bushels of soybeans which may be raised during the year upon the said land, in preference to all other liens existing or otherwise, and all the remedies for the enforcement of the same as provided by law.

-1-

for Satisfaction 9 a
Recorded May 23. 1961

Witness my hand and seal this 19th day of April 1961
Witness: Harry L. Brose
Witness: Lamar B. Carter
Recorded Dec 22-1961

STATE OF SOUTH CAROLINA,

COLLETON COUNTY

Personally appeared before me Cynthia E. Dantzler

and made oath that she saw the within named

Jessie Lee Strickland

sign, seal and as her act and deed deliver the foregoing written Hunting Lease; and that she, with

Gerald C. Scott witnessed the due execution thereof.

Cynthia E. Dantzler

SWORN to before me this 15th day of May, 19 61

(L. S.)

Notary Public for South Carolina.

The State of South Carolina

COUNTY

TO

HUNTING LEASE

Recorded this _____ day

of _____, 19____

in Book _____ Page _____

R. M. C. or Clerk of Court of C. P. & G. S.

212

DEEDS

213

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

AGRICULTURAL LEASE AND LIEN

THIS AGREEMENT, made this 11th day of April, 1961, between B. C. Cone, the Lessor, and Harry L. Brose, the Lessee, WITNESSETH:

That the Lessor, B. C. Cone, in consideration of the covenants of the Lessee, Harry L. Brose, hereinafter set forth, does by these presents lease to Harry L. Brose that tract of land situated partly in Colleton County and partly in Bamberg County and containing about four hundred twenty nine (429) acres, for agricultural purposes, and more particularly described as follows:

TRACT NO. ONE: All that certain piece parcel or tract of land situate, lying and being in Colleton County, South Carolina, measuring and containing 278 acres, more or less, and bounded as follows: On the North and Northeast by lands of Gary Rizer, partially separated therefrom by the old road to Lodge; on the West and South by lands of West Va. Paper Company, partially separated therefrom by a canal; and on the Southeast and West by lands of Marion Berry and a road separating the same from lands of Gary Rizer.

TRACT NO. TWO: All that certain piece, parcel or tract of land, measuring and containing 151 acres, more or less, of which 112 acres, more or less, are situated in Bamberg County, South Carolina and 39 acres, more or less, are situated in Colleton County, South Carolina, bounding as a whole, as follows: On the North by lands of Kite Kinard, a ditch being the line, and lands of J. M. Kinard; on the east by lands of the Estate of J. W. Fender, on the South by lands of Kite Kinard and Gary Rizer; and on the West by Highway No. 301.

Being the identical lands conveyed to B. C. Cone by deed of Harry L. Brose and Vivian Brose dated 20 March, 1961, and recorded in the Clerk's office for Colleton County and for Bamberg County.

TO HAVE AND TO HOLD the same to the Lessee from 1 April, 1961, to 1 December, 1961.

And Harry L. Brose, in consideration of the leasing of the premises as above set forth, covenants and agrees to pay to B. C. Cone, as rent for the same, the first five hundred (500) bushels of soybeans harvested on the property leased; and agrees to deliver said soybeans to the warehouse where the balance of the soybean crop is to be sold.

And it is further agreed that in order to secure the payment of the rent herein stipulated, the said B. C. Cone shall have a lien for the same on the first five hundred (500) bushels of soybeans which may be gathered during the year upon the said land, in preference to all other liens existing or otherwise, and all the remedies for the enforcement of the same as provided by law.

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Recorded May 23. 1961

DEEDS

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And Harry L. Brose further agrees that he will take good care of the premises herein leased; will keep the dwelling thereon in good repair, and that peaceable possession of the same shall be given to the Lessor, B. G. Cone, at the expiration of this lease, the said Harry L. Brose hereby waiving any further notice or demand for the possession of said premises.

And it is further agreed that the said B. G. Cone, his agents and servants, may clear land on the property hereby leased that is not planted in crops, and may tear down and move any old buildings located on the property not being used by Harry L. Brose in his farming operations, and may otherwise do whatever is necessary to improve the farm so long as the crops of Harry L. Brose are not harmed.

And the said B. G. Cone shall have the right to plant fall crops on the land as Harry L. Brose shall harvest his crops.

No part of the farming lands hereby leased to Harry L. Brose are to be placed in the soil bank or other Government farm program.

The covenants herein shall be binding upon the heirs, executors, administrators and assigns of the parties to this lease.

WITNESS our hands and seals the day and year first above written.

WITNESSETH:

/s/ John T. Bloch — /s/ Harry L. Brose (L.S.)

/s/ Robert W. Carter — /s/ B. G. Cone (L.S.)

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me Robert W. Carter and made oath that he saw the within named Harry L. Brose, Lessee, and B. G. Cone, Lessor, sign and execute the within instrument, and that he with John T. Bloch witnessed the execution thereof.

SWORN TO before me this 18th day of April, 1961.

/s/ John T. Bloch (L.S.)
Notary Public of South Carolina

/s/ Robert W. Carter

DEEDS

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STATE OF SOUTH CAROLINA
COUNTY OF Charleston

ADDITIONAL LEASE AND LIEN

THIS AGREEMENT, made this 14th day of April, 1961, between B. G. Cone, the lessor, and Harry L. Brown, the lessee, WITNESSETH:

That the lessor, B. G. Cone, in consideration of the covenants of the lessee, Harry L. Brown, hereinafter set forth, does by these presents lease to Harry L. Brown that tract of land situated partly in Colleton County and partly in Berkeley County and containing about four hundred twenty nine (429) acres, for agricultural purposes, and more particularly described as follows:

TRACT NO. [illegible]: All that certain piece parcel or tract of land [illegible] in Colleton County, South Carolina, containing and containing [illegible] acres more or less, and bounded as follows: On the North and Northeast by [illegible] of Cary River, [illegible] by [illegible] and road by [illegible] and South by land of [illegible] Cone, [illegible] by [illegible] and on the Southeast and East by [illegible] of Berkeley County and a [illegible] separating the same from lands of Cary River.

TRACT NO. [illegible]: All that certain piece, parcel or tract of land, containing and containing [illegible] acres, more or less, [illegible] acres, more or less, are situated in Berkeley County, South Carolina and [illegible] acres, more or less, are situated in Colleton County, South Carolina, bounding as a whole, as follows: On the North by lands of [illegible], a ditch being the line, and lands of [illegible] and land of the Estate of J. R. Pendergrass, on the South by lands of the Estate of [illegible] and Cary River and on the East by [illegible] No. [illegible].

Being the identical lands conveyed to B. G. Cone by deed of Harry L. Brown and Julian Brown dated [illegible], 1961, and recorded in the Clerk's office for Colleton County and for Berkeley County.

To have and to hold the same to the lessee from the [illegible], 1961, to [illegible], 1961.

And Harry L. Brown, in consideration of the leasing of the premises as above set forth, covenants and agrees to pay to B. G. Cone, as rent, the sum, the first five hundred ($500) bushels of soybeans harvested on the property leased and agrees to deliver said soybeans to the [illegible] the balance of the soybean crop is to be paid.

And it is further agreed that in order to secure the payment of the rent herein stipulated, the said B. G. Cone shall have a lien for the same on the first five hundred ($500) bushels of soybeans which may be raised on the [illegible] land, [illegible] to all other liens existing or otherwise, and all the [illegible] for the enforcement of the same as provided by law.

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And Harry L. Brose further agrees that he will take good care of the premises herein leased; will keep the dwelling thereon in good repair, and that peaceable possession of the same shall be given to the Lessor, B. O. Cone, at the expiration of this lease, the said Harry L. Brose hereby waiving any further notice or demand for the possession of said premises.

And it is further agreed that the said B. O. Cone, his agents and servants, may clear land on the property hereby leased that is not planted in crops, and may tear down and move any old buildings located on the property not being used by Harry L. Brose in his farming operations, and may otherwise do whatever is necessary to improve the farm so long as the crops of Harry L. Brose are not harmed.

And the said B. O. Cone shall have the right to plant fall crops on the land as Harry L. Brose shall harvest his crops.

No part of the farming lands hereby leased to Harry L. Brose are to be placed in the soil bank or other Government farm program.

The covenants herein shall be binding upon the heirs, executors, administrators and assigns of the parties to this lease.

WITNESS our hands and seals the day and year first above written.

WITNESSETH:

/s/ John T. Bloch

/s/ Robert W. Carter

/s/ Harry L. Brose (L.S.)

/s/ B. O. Cone (L.S.)

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me Robert W. Carter and made oath that he saw the within named Harry L. Brose, Lessee, and B. O. Cone, Lessor, sign and execute the within instrument, and that he with John T. Bloch witnessed the execution thereof.

SWORN TO before me this 11th day of April, 1961.

/s/ Robert W. Carter

/s/ John T. Bloch (L.S.)
Notary Public of South Carolina

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213B

And Harry L. Brose further agrees that he will take good care of the premises herein leased; will keep the dwelling thereon in good repair, and that peaceable possession of the same shall be given to the Lessor, B. O. Cone, at the expiration of this lease, the said Harry L. Brose hereby waiving any further notice or demand for the possession of said premises.

And it is further agreed that the said B. O. Cone, his agents and servants, may clear land on the property hereby leased that is not planted in crops, and may tear down and move any old buildings located on the property not being used by Harry L. Brose in his farming operations, and may otherwise do whatever is necessary to improve the farm so long as the crops of Harry L. Brose are not harmed.

And the said B. O. Cone shall have the right to plant fall crops on the land as Harry L. Brose shall harvest his crops.

No part of the farming lands hereby leased to Harry L. Brose are to be placed in the soil bank or other Government farm program.

The covenants herein shall be binding upon the heirs, executors, administrators and assigns of the parties to this lease.

WITNESS our hands and seals the day and year first above written.

WITNESSETH:

/s/ John T. Black

/s/ Robert W. Carter

/s/ Harry L. Brose (L.S.)

/s/ B. O. Cone (L.S.)

STATE OF SOUTH CAROLINA

COUNTY OF CHEROKEE

PERSONALLY appeared before me Robert W. Carter and made oath that he saw the within named Harry L. Brose, Lessee, and B. O. Cone, Lessor, sign and execute the within instrument, and that he with John T. Black witnessed the execution thereof.

SWORN TO before me this 11th day of April, 1961.

/s/ John T. Black (L.S.)
Notary Public of South Carolina

/s/ Robert W. Carter

DEEDS

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And Harry L. Brose further agrees that he will take good care of the premises herein leased; will keep the dwelling thereon in good repair, and that peaceable possession of the same shall be given to the lessor, H. G. Cone, at the expiration of this lease, the said Harry L. Brose hereby waiving any further notice or demand for the possession of said premises.

And it is further agreed that the said H. G. Cone, his agents and servants, may clear land on the property hereby leased that is not planted in crops, and may have done whatever any old buildings located on the property not being used by Harry L. Brose in his farming operations, and may otherwise do whatever is necessary to improve the farm so long as the crops of Harry L. Brose are not harmed.

And the said H. G. Cone shall have the right to plant fall crops on the land as Harry L. Brose shall harvest his crops.

No part of the farming lands hereby leased to Harry L. Brose are to be placed in the said land or other Government farm program.

The covenants herein shall be binding upon the heirs, executors, administrators and assigns of the parties to this lease.

WITNESS our hands and seals the day and year first above written.

WITNESSETH:

/s/ [illegible] /s/ Harry L. Brose (L.S.)

/s/ [illegible] /s/ [illegible] (L.S.)

STATE OF SOUTH CAROLINA

COUNTY OF CALHOUN

PERSONALLY appeared before me [illegible] and made oath that he saw the within named Harry L. Brose, Lessee, and H. G. Cone, Lessor, sign and execute the within instrument, and that he with John F. Black witnessed the execution thereof.

SWORN TO before me this 16th day of April, 1961.

/s/ [illegible] (L.S.)

Notary Public of South Carolina

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STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

AGREEMENT AND CONTRACT OF SALE

THIS AGREEMENT, made and entered into by and between FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT, Beaufort, South Carolina, hereinafter called "ASSOCIATION," and Earl E. Wiley and Chase H. Wiley, of Walterboro, South Carolina, hereinafter called "PURCHASER," whether one or more,

WITNESSETH:

1. That the Association is the owner of

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in Druid Hills Subdivision, near the Town of Walterboro, in the County of Colleton, State of South Carolina, and being the southern eighty (80') feet of Lot No. Four (4) of Druid Hills Subdivision, a plat of said subdivision having been prepared by S. S. Snook, Surveyor, of date January 8, 1955, recorded in the Office of the Clerk of Court for Colleton County in Plat Book 8 at page 162, and measuring and bounded as follows: On the North by the Northern twenty (20') feet of Lot No. 24, and measuring thereon three hundred thirty (330') feet; on the East by U. S. Highway No. 15 and 17A, and measuring thereon eighty (80') feet; on the South by Lot No. 5 of said subdivision, and measuring thereon three hundred twenty-six and one tenth (326.1') feet; and on the West by lands of Bishop, and measuring thereon eighty-eight (88') feet.

This is the same property conveyed to First Federal Savings and Loan Association of Beaufort dated March 4, 1960, and recorded in Deed Book 125, page 449, Office of the Clerk of Court for Colleton County, South Carolina.

State of SC
County Beaufort

Satisfaction

The Terms of the within Contract of Sale have been fully complied with by the Purchaser named therein, and it is now our Order to Cancel the same and to Satisfy the same of record this 20 Feb 1968

Witness
Myrtle D Epps
Grace W. Smith

1st Federal Sv & Loan Assn of Bft
By Calhoun Thomas. Pres
attest. James D. Thomas Sec

Recorded Feb 21- 1968
1:30 Pm 9a

6-8-1961

STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

AGREEMENT AND CONTRACT OF SALE

THIS AGREEMENT, made and entered into by and between FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT, Beaufort, South Carolina, hereinafter called "ASSOCIATION," and Earl E. Wiley and Diane H. Wiley, of Walterboro, South Carolina, hereinafter called "PURCHASER," whether one or more,

WITNESSETH:

1. That the Association is the owner of

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in Brola Hills Subdivision, near the Town of Walterboro, in the County of Colleton, State of South Carolina, and being the southern one-fifty (50') feet of Lot No. Four (4) of Brola Hills Subdivision, a plat of said subdivision having been prepared by S. C. Jones, Surveyor, of date January 6, 1955, recorded in the Office of the Clerk of Court for Colleton County in Plat Book 8 at Page 163, and amended and bounded as follows: On the North by the Northern boundary (50') feet of Lot No. 3; and measuring thereon three hundred thirty (330') feet; on the East by U. S. Highway No. 15 and 17A, and measuring thereon eighty (80') feet; on the South by Lot No. 5 of said subdivision, and measuring thereon three hundred twenty-six and one tenth (326.1') feet; and on the West by Lands of Gibson, and measuring thereon eighty-eight (88') feet.

This is the same property conveyed to First Federal Savings and Loan Association of Beaufort dated March 4, 1960, and recorded in Deed Book 285, page 440, Office of the Clerk of Court for Colleton County, South Carolina.

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2. That the said Association does hereby agree to sell and convey the above-described premises unto the Purchaser at and for the price of Six Thousand and No/100 ---------- ($ 6,000.00) Dollars to be paid in the manner following: The sum of Five Hundred and No/100 -------- ($ 500.00) Dollars being hereby paid (the receipt thereof being acknowledged by the Association). Upon the payment unto said Association of the further sum of Five Thousand Five Hundred and No/100 ------ ($ 5,500.00) Dollars, with interest from date at the rate of six (6%) per cent per annum, until paid in full; subject to the recitals hereinafter set forth, the said Association covenants and agrees, and binds itself and its successors and assigns, to convey the above-decribed real property unto the said Earl E. Wiley and Chase H. Wiley

(his) (her) (their) heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple warranty, free from encumbrances. The said principal and interest shall be payable at the offices of said Association, No. 920 Bay Street, Beaufort, South Carolina, in monthly installments of Forty-seven and No/100 ------- ($ 47.00) Dollars each, commencing on the first day of August, 1961, and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) per cent per annum. The said monthly payments shall be applied as follows, to wit: First, to the payment of interest due on the said Contract of Sale, computed monthly. Second, to the payment by the Association of such taxes, assessments, or insurance as shall from time to time become due on the property pledged to secure this Contract of Sale during the terms hereof, with interest thereon at the rate of six (6%) per cent per annum. Third, the balance of the said amount to the payment to that extent as a credit as of that date on the principal of this obligation. Said payments to continue until the principal and interest, taxes and insurance, with interest as herein provided, are paid in full.

3. When the principal of said obligation shall have been reduced to the sum of Four Thousand Five Hundred and No/100 ------ ($ 4,500.00) Dollars, the Association will deliver, or cause to be delivered, to the Purchaser a Deed in fee to the said premises, free and clear of all encumbrances, except such as are herein assumed by the Purchaser, and the Purchaser shall, upon the execution and delivery of such Deed, execute and deliver to the Association a Note and First Mortgage Lien over the above-described property for said sum of Four Thousand Five Hundred and No/100 -------- ($ 4,500.00) Dollars, payable in monthly installments, with interest thereon at the rate of six (6%) per cent per annum, until paid in full, as prescribed by said Association.

4. That the Purchaser is to have the immediate possession and use of the said premises, and he (she) is to do no act in or upon the said premises that would injure or depreciate the value of the same.

5. And it is agreed that the Purchaser shall pay all taxes, insurance and water rents chargeable against the said premises, and any and all assessments levied by law against the same, accruing and falling due from and after these presents, and will deposit monthly with the Association the additional sum amount to Eight and No/100 --- ($ 8.00) Dollars, which is equal to one-twelfth of the amount approximately necessary annually to pay the amount of taxes, assessments and insurance on the premises, over and above the installment, which amounts are to be retained by the Association and paid for Purchaser as they fall due. The Association reserves the right to increase or decrease this payment should there be a material change in either the taxes or insurance premium.

6. The Association agrees to pay for the documentary stamps to be affixed to the Deed in connection with this Agreement.

7156

215 D.

7. That the premises are bought and sold in their present state of repair. As an additional consideration for this agreement, the purchaser shall keep the premises hereinabove described in good repair; and failure to do so shall be, at the option of the Association, a violation of this agreement, and sufficient cause for the cancellation thereof.

8. In the event the said Purchaser shall fail promptly to make any of the monthly payments as hereinabove provided for, or shall fail to pay when due any insurance premiums, taxes, water rents or assessments chargeable against the said premises, or should any monthly payment and/or monthly amounts necessary to pay taxes and insurance be past due and unpaid for a period of fifteen (15) days, the said Association, shall, at its option, be discharged and relieved from any liability to make and deliver any such Deed to the Purchaser. In any such event the rights of the Purchaser shall absolutely cease and determine hereunder, and the said Purchaser may be treated as a tenant holding over after the termination of, or contrary to the terms of, his lease, and the said Association shall thereupon be entitled to immediate possession of the premises and to pursue such remedies as it may be entitled to under the law as landlord. All sums paid by the Purchaser hereunder shall be treated as rent or as liquidated damages; or, if it prefer so to do, the said Association may enforce the payment of the purchase money and seek the specific performance of this agreement.

9. That there are no other agreements relating to the sale, either verbal or written, and this instrument represents the entire contract of sale.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President, and attested by James G. Thomas, its Manager, and its Corporate Seal to be hereto affixed, this 7th day of June, 1961, and witness the Hand and Seal of the within Earl E. Wiley and Chase H. Wiley this 7th day of June, 1961

Signed, Sealed and Delivered in Presence of:

Myrtle G. Epps
Gertrude G. McAlhany

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas
CALHOUN THOMAS, *President.*

ATTEST:

James G. Thomas
JAMES G. THOMAS, *Manager.*

Myrtle S. Nettles
James W. Sheldon

Earl E. Wiley (SEAL)
Earl E. Wiley *Purchaser.*

Chase H. Wiley (SEAL)
Chase H. Wiley *Purchaser.*

DEEDS

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7. That the premises are bought and sold in their present state of repair. As an additional consideration for this agreement, the purchaser shall keep the premises hereinabove described in good repair; and failure to do so shall be, at the option of the Association, a violation of this agreement, and sufficient cause for the cancellation thereof.

8. In the event the said Purchaser shall fail promptly to make any of the monthly payments as hereinabove provided for, or shall fail to pay when due any insurance premiums, taxes, water rents or assessments chargeable against the said premises, or should any monthly payment and/or monthly amounts necessary to pay taxes and insurance be past due and unpaid for a period of fifteen (15) days, the said Association, shall, at its option, be discharged and relieved from any liability to make and deliver any such Deed to the Purchaser. In any such event the rights of the Purchaser shall absolutely cease and determine hereunder, and the said Purchaser may be treated as a tenant holding over after the termination of, or contrary to the terms of, his lease, and the said Association shall thereupon be entitled to immediate possession of the premises and to pursue such remedies as it may be entitled to under the law as landlord. All sums paid by the Purchaser hereunder shall be treated as rent or as liquidated damages; or, if it prefer so to do, the said Association may enforce the payment of the purchase money and seek the specific performance of this agreement.

9. That there are no other agreements relating to the sale, either verbal or written, and this instrument represents the entire contract of sale.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President, and attested by James G. Thomas, its Manager, and its Corporate Seal to be hereto affixed, this 7th day of June 1961, and witness the Hand and Seal of the within Earl E. Wiley and Chase H. Wiley

this 7th day of June 1961

Signed, Sealed and Delivered in Presence of:

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By [signature]
Calhoun Thomas, President

ATTEST:

[signature]
James G. Thomas, Manager

[signature] (SEAL)
Earl E. Wiley, Purchaser

[signature] (SEAL)
Chase H. Wiley, Purchaser

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STATE OF SOUTH CAROLINA,
COUNTY OF BEAUFORT

PERSONALLY appeared before me Gertrude G. McAlhaney who, on oath, says that she saw the within-named First Federal Savings and Loan Association of Beaufort, by Calhoun Thomas, its President, sign the within Sales Contract, and James G. Thomas, Manager attest the same, and the said Corporation, by said officers, seal said Contract, and, as its act and deed, deliver the same, and that she with Myrtle G. Eppe witnessed the execution thereof.

Gertrude G. McAlhaney

SWORN to before me, this 7th day of June, 1961.

Myrtle G. Eppe (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

PERSONALLY appeared before me James W. Sharpton and made oath that he saw the within-named Earl B. Wiley and Chase H. Wiley sign, seal, and, as their act and deed, deliver the within-written Sales Contract; and that he with Myrtle S. Nettles witnessed the execution thereof.

James W. Sharpton

SWORN to before me, this 8th day of June, 1961.

Norma S. Wiley (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

I, James W. Sharpton, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Chase H. Wiley the wife of the within-named Earl B. Wiley, 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 First Federal Savings and Loan Association of Beaufort, 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 8th day of June, A. D. 19 61

Chase H. Wiley (SEAL)
Chase H. Wiley

James W. Sharpton (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,

COUNTY OF Colleton

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

Earl E. Wiley and

Chase H. Wiley

CONTRACT OF SALE

I hereby certify that the within Contract has been

this _____ day of _____, A. D.

19____, recorded in my office in Book _____

of _____, Page _____

Clerk of the Court of Common Pleas and General

Sessions for _____ County.

DEEDS

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(CERTIFIED COPY)

GENERAL POWER OF ATTORNEY

No. 69776

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Harriet L. Dotterer

of the City of Charleston, State of South Carolina its true and lawful attorney in and for the State of South Carolina

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Harriet L. Dotterer

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 12th day of June, A. D. 19 56.

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(SEAL) (Signed) By John D. Williams
Vice-President.

(Signed) R. H. Bland, Jr.
Assistant Secretary.

STATE OF MARYLAND, BALTIMORE CITY, ss:

On this 12th day of June, A. D. 1956, before me personally came John D. Williams, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and R. H. Bland, Jr., Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said John D. Williams and R. H. Bland, Jr. were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first Monday in May, A. D. 19 57.

(Seal) (Signed) Dorothy S. Drexel
Notary Public.

STATE OF MARYLAND, BALTIMORE CITY, Sct.

I, M. Luther Pittman, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Dorothy S. Drexel, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 12th day of June, A. D. 19 56.

(SEAL) 12 m (Signed) M. Luther Pittman
Clerk of the Superior Court of Baltimore City.

F. & S. 3 (11-54) Recorded June 10 - 1961

STATE OF SOUTH CAROLINA,

COUNTY OF Colleton

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

Earl E. Wiley and

Chase H. Wiley

CONTRACT OF SALE

I hereby certify that the within Contract has been

this _____ day of _____, A. D.

19____, recorded in my office in Book _____

of _____, Page _____

Clerk of the Court of Common Pleas and General

Sessions for _____ County.

DEEDS

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(CERTIFIED COPY)

GENERAL POWER OF ATTORNEY

No. 69776

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Harriet L. Dotterer

of the City of Charleston, State of South Carolina
its true and lawful attorney in and for the State of South Carolina

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Harriet L. Dotterer

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 12th day of June, A. D. 1956.

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By John D. Williams
Vice-President.

(SEAL)

(Signed) R. H. Bland, Jr.
Assistant Secretary.

STATE OF MARYLAND, BALTIMORE CITY, } ss:

On this 12th day of June, A. D. 1956, before me personally came John D. Williams, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and R. H. Bland, Jr., Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said John D. Williams and R. H. Bland, Jr. were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first Monday in May, A. D. 1957.

(Seal) (Signed) Dorothy S. Drexel
Notary Public.

STATE OF MARYLAND, BALTIMORE CITY, } Sct.

I, M. Luther Pittman, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Dorothy S. Drexel, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 12th day of June, A. D. 1956.

(SEAL) (Signed) M. Luther Pittman
Clerk of the Superior Court of Baltimore City.

F. & S. 3 (11-56)

Recorded June 10 - 1961

DEEDS

COPY OF RESOLUTION

That Whereas, It is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, H. G. Sachse, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to Harriet L. Dotterer

of Charleston, South Carolina, authorizing and empowering him to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date)

H. G. Sachse
Assistant Secretary.

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BOOK 126

FORM FHA-188
(Rev. 2-26-57)

O

8 Position Folder—Position 3

O

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U. S. DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

STATE
South Carolina
COUNTY
Colleton

OPTION TO PURCHASE REAL PROPERTY

1. In consideration of the sum of $ 5.00 in hand paid and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned (hereinafter called the "Seller"), who covenants that he is the owner thereof, hereby, for ~~himself~~ herself and ~~his~~ Her heirs, executors, administrators, successors and assigns, offers and agrees to sell and convey to

Woodrow W. and Susan S. Murdaugh, Islandton, South Carolina

(Name and address)

(hereinafter called the "Buyer"), and hereby grants to the said Buyer the exclusive and irrevocable option and right to purchase, under the conditions hereinafter provided, the following-described property, located in Colleton County, State of South Carolina:

(Insert here full and complete legal description of the property including any water rights and water stocks being purchased)

Tract No. 1: All that tract of land in the County and State aforesaid, containing One Hundred and two (102) acres, more or less, in Rice Patch School District, bounded on the North by the lands of Mrs. S. A. Murdaugh, on the East by the lands of M. E. Freeman, on the South by the lands of Big Salkehatchie River and on the West by the lands of Harry W. Murdaugh.

Tract No. 2: All that certain piece, parcel or tract of land situate, lying and being in Colleton County, South Carolina, containing One Hundred Forty Two (142) acres, more or less, and bounded as follows, to wit: On the North by lands of Charley Campbell and Willie Murdaugh, on the East by lands of H. B. Murdaugh, on the South by Big Salkehatchie Swamp, and on the West by lands of K. C. Murdaugh.

Tract No. 3: That certain tract of land containing One Hundred Eighty-nine (189) acres, more or less, as represented on a plat made by J. H. Varn, Surveyor, recorded on April 25, 1907, in Plat Book, page 96, in the office of the Clerk of Court for Colleton County, and bounded on the North by lands of K. C. Murdaugh, lands of M. E. Freeman, and lands of Harry W. Murdaugh; on the East by lands now or formerly of Henry Murdaugh; on the South by the main run of the Big Salkehatchie River; and on the West by lands now or formerly of J. M. Dobson. Said land situate, lying and being in the County of Colleton, State of South Carolina.

Said tracts of land being conveyed to Maude B. Murdaugh by Will of Harry W. Murdaugh dated October 14, 1939.

For assignment see this book at page 265

5 Om

FHA-188 6-12-61 (over)

The title to said property is to be conveyed free and clear of all encumbrances except for the following reservations, exceptions and leases, and no others:

(Insert here a full statement of all reservations, exceptions and leases, including, in the case of leases, the date of the termination of the lease, the correct name(s) and address(es) of the lessee(s) and, if recorded, the place of recordation)

None

2. This option is given to enable the Buyer to obtain a loan insured or made by the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, and its duly authorized representatives, (hereinafter called the "Government"), for the purchase of said property. It is agreed that the Buyer's efforts to obtain such a loan constitute a part of the consideration for this option.

3. The total purchase price for said property is $ 25,000.00 ; said amount being in addition to the

$ 5.00 above mentioned.

4. The Seller agrees to pay all expenses of title clearance including, if required, abstract or certificate of title or policy of title insurance, continued down to the date of acceptance of this option and thereafter continued down to and including date of recordation of the deed from the Seller to the Buyer, costs of survey, if required, and attorney's fees; and the Seller agrees that, except as herein provided, all es, liens, encumbrances, or other interests in third persons will be satisfied, discharged, or paid by him including stamp taxes and other enses incident to the preparation and execution of the deed and other evidences of title. Title evidences will be obtained from persons l be in such form as the Government shall approve.

(Strike inapplicable language above or insert herein any different agreement regarding the paying of title clearance charges)

Purchaser agrees to pay Certificate of Title or Policy of Title Insurance, and closing costs.

5. The Seller also agrees to secure for the Buyer, from the records of the County Agricultural Stabilization and Conservation Committee, aerial surveys of the property when available, all obtainable information relating to allotments and production history and any other information needed in connection with the consideration of the proposed purchase of the property.

6. The Seller further agrees to convey said property to the Buyer by general warranty deed (except where the law provides otherwise for conveyances by trustees, officers of courts, etc.) in the form, manner and at the time required by the Government, conveying to the Buyer a valid, unencumbered, indefeasible fee-simple title to said property meeting all requirements of the Government; that the purchase price shall be paid at the time of recording such deed; and that said lands, including improvements, shall be delivered in the same condition as they now are, customary use and wear excepted.

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2/9B

7. Taxes, water assessments and other general and special assessments of whatsoever nature for the year in which the closing of the transaction takes place shall be prorated as of the date of the closing of the transaction, it being expressly agreed that for the purpose of such proration the tax year shall be deemed to be the calendar year. If the closing of the transaction shall occur before the tax rate is fixed, the apportionment of taxes shall be on the basis of the tax rate for the next preceding year applied to the latest assessed valuation.

(Insert here any different tax agreement)

8. This option may be exercised by the Buyer, at any time while the offer herein shall remain in force, by mailing, telegraphing or delivering in person a written notice of acceptance of the offer herein to Maude B. Murdaugh, _____, in the city of Islandton, County of Colleton, State of South Carolina. The offer herein shall remain irrevocable for a period of Seven (7) months from the date hereof and shall remain in force thereafter until one (1) year from the date hereof unless earlier terminated by the Seller. The Seller may terminate this offer at any time after the Seven (7) months' irrevocable period provided herein by giving to the Buyer ten (10) days' written notice of intention to terminate at the address of the Buyer. Acceptance of this option by the Buyer within ten (10) days after such notice is received by him shall constitute a valid acceptance of the option.

9. Loss or damage to the property by fire or from an act of God shall be at the risk of the Seller until the deed to the Buyer has been recorded, and in the event that such loss or damage occurs, the Buyer may, without liability, refuse to accept conveyance of title, or he may elect to accept conveyance of title, in which case there shall be an equitable adjustment of the purchase price.

10. Insert here conditions peculiar to particular transaction.

(over)

DEEDS

IN WITNESS WHEREOF, the Seller and the Buyer have set their hands and seals this 12 day of June, 19 61.

WITNESSES:

Rosemary S. Stuck
Claude E. Langston

(Deceased) (Seller) (Husband)*
Maude B. Murdaugh (Seller) (Wife)*

Rosemary S. Stuck
Claude E. Langston

Woodrow W. Murdaugh (Buyer) (Husband)

Rosemary S. Stuck
Claude E. Langston

Susan S. Murdaugh (Buyer) (Wife)

*(Indicate marital status of Seller as "married," "single," "divorced," after signature.)

(For use if Seller is a corporation)

IN WITNESS WHEREOF, the Seller has caused its corporate name to be hereunto subscribed by its _____ President, and its duly attested corporate seal to be hereunto affixed by its _____ Secretary, at _____, State of _____, on the _____ day of _____, 19____

(CORPORATE SEAL)

_____
(Name of corporation)

ATTEST: _____ By _____

_____ Secretary. _____ President.

State of South Carolina
County of Colleton
} ss

ACKNOWLEDGMENT

Personally appeared before me Rosemary S. Stuck, and made oath that she saw Maude B. Murdaugh, and Woodrow W. Murdaugh, and Susan S. Murdaugh, sign, seal, and deliver the within instrument for the uses and purposes therein mentioned and that she, with Claude E. Langston in the presence of each other witnessed the due execution thereof.

Sworn to before me the 12th day of June, A. D. 1961.

Rosemary S. Stuck
Rosemary S. Stuck Witness

C. P. Fishburne
C. P. Fishburne Notary Public for S. C.

My commission expires at the pleasure of the Governor.

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BOOK 126

221

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) on this 18th day of July 1961, I, Columbus DeWitt

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of ( ) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of O'Quinn and others

Easterly by lands of Cleve O'Quinn

Southerly by lands of S. C. Highway #132

Westerly by lands of E. S. Guilford

Pole line to be set two (2) feet inside of and parallel to grantor property line along the northern edge of S. C. Highway #132 beginning at the westerly property line and running across property to the eastern property line.

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, blowers and appurtenant facilities, for the transportation of gas, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way: 10 feet of wires

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of twenty five and no/100 --- Dollars ($ 25.00) within 6 mos. from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

Columbus DeWitt (SEAL)

WITNESS:

J. D Shillito

Mayrant Simmons

7/25/61 - 9 AM

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Form SW-1-80—1-60

122

State of South Carolina,
County of Colleton } ss

Personally appeared before me Mayrant Simons and made oath that he saw the within named Columbus DeWitt

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Mayrant Simons

Sworn to before me this 18th day of July, 1961

J. D. Shillito (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of, 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
County of Colleton } ss

RENUNCIATION OF DOWER

I, J. D. Shillito, Notary Public forS. C., do hereby certify unto all whom it may concern that Mrs. Columbus DeWitt, the wife of the within named Columbus DeWitt, 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 South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Mrs. Columbus DeWitt

Given under my hand and seal this 18th day of July 1961, 19

J. D. Shillito (seal affixed)
Notary Public for S. C.

RIGHT OF WAY GRANT

Line:
County:

TO

South Carolina Electric & Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 126

223

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) this 19th day of June 1961
Mary R. Guilford

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

_____ ( ) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of U. S. Government

Easterly by lands of C. DeWitt

Southerly by lands of S. C. Highway #132

Westerly by lands of U. S. Government

Pole line to be set approximately two (2) feet inside of and parallel to ~~grantors property line along the northern edge of S. C. Highway #132 be-~~ ginning at the westerly property line and running acorss property to the ~~eastern property line~~

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; ~~and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tie-overs and appurtenant facilities for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.~~

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such lines be found the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the ~~width of said right of way~~ within 10 feet of wires

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Twenty five and no/100 --- Dollars ($ 25.00) within 6 mos from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder. MBG MS

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

Mary R. Guilford (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

WITNESS:
Ernest S. Guilford

Margaret Simons

Recorded 7/25/61 - 9 AM

Form RW-1-SC—1-66

224

State of South Carolina,

County of Charleston

Personally appeared before me Mayrant Simons and made oath that he saw the within named Mary R. Guilford

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Ernest S. Guilford in the presence of each other, witnessed the due execution thereof.

Mayrant Simons

Sworn to before me this 19th day of June 1961, 19

J. D. Shillito (seal affixed)

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this

day of A. D., 19

(L. S.)

State of South Carolina,

County of

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern that Mrs., the wife of the within named , 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 South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also 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 day of , 19

Notary Public for S. C.

Line:

County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

225

State of South Carolina,

County of Colleton

KNOW ALL MEN BE THESE PRESENTS that I (We) on this 14 day of June 1961

Lois Nettles

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of ( ) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of - Tract "A" Situated on both sides of S. C. Hwy #132 and bounded on the east by lands of est. of Mrs. Bessie Nettles; on the West by lands of Cleve O'Quinn.

Easterly by lands of Tract "B"

Situated on both sides of S. C.Hwy #124 and bounded on the east by lands of Kearse; on the west by lands of the est. of Mrs. Bessie Nettles and one the south by S. C. Hwy #132.

Southerly by lands of

Westerly by lands of

Tract "A" - Poles to be set two (2) feet inside of and parallel to grantors property line along the northern edge of S. C Hwy #132 beginning at the western boundary line and running acorss property to the eastern boundary line, with 4 stub poles set guyed and anchored acorss hwy #132 on grantors property.

Tract "B" - poles to be set one (1') foot inside of and parallel to grantors property line above the northern edge of S. C Hwy #132 from the western boundary line to S. C Hwy #124, thence from Hwy #124 poles will be set approx 20 feet inside of and parallel to the northern edge of S. C. HWY #132 to a point apposite S. C. Electric and Gas Company's substation where line will turn and corss S. C. Hwy #132.

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, blowers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe-line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, within each right-of-way, as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right-of-way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of One hundred eighty five Dollars ($ 185.00) within 6 mos. from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

Lois Nettles (SEAL)

WITNESS:

John F. Brabham (SEAL)

Mayrant Simons (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

7/25/61 - 9 AM

Form RW-1-80—1-60

226

State of South Carolina,

County of Charleston }ss

Personally appeared before me Mayrant Simons and made oath that he saw the within named Lois Nettles

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with John F. Brabham in the presence of each other, witnessed the due execution thereof.

Mayrant Simons

Sworn to before me this 16th day of June 1961, 19

W. Gresham Meggett (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County. }ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,

County of }ss

RENUNCIATION OF DOWER

I, , do hereby certify unto all whom it may concern that Mrs. , the wife of the within named , 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 South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also 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 day of 19

Notary Public for S. C.

RIGHT OF WAY GRANT

Line:

County:

TO

South Carolina Electric & Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 126

227

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) on the 16th day of June 1961

Mrs. Bessie M. Nettles estate

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

(no) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of L. G. Fishburne and others

Easterly by lands of Lois Nettles

Southerly by lands of S. C. Road #132

Westerly by lands of Lois Nettles

Pole line to be set two (2) feet inside of and parallel to grantor property line along the northern edge of S. C. Highway #132, beginning at the westerly property line and running across property to the eastern property line.
It is agreed that the amount of One hundred ($100.00) is to be paid to W. B Nettles and others for the benefit of the estate.

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, drawers and appurtenant facilities for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the ~~width of said right of way.~~ 10 feet of wires

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of One hundred and no/100 --- Dollars ($ 100.00) within 6 mos. from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

R. F. Kicklighter
Mayrant Simons

Mrs. Bessie M. Nettles Estate (SEAL)
by: Howell N ttles Adm (SEAL)
William B. Nettles, Adm (SEAL)
J. C Nettles (SEAL)
(SEAL)
(SEAL)
(SEAL)

7/25/61 - 9 AM

Form RW-1-80—1-60

228

State of South Carolina,
County of Charleston }ss

Personally appeared before me Mayrant Simons and made oath that he saw the within named Howell Nettles, William B Nettles and J. C. Nettles, Est of Mrs. Bessie M Nettles

sign, seal and as their act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with R. F. Kicklighter in the presence of each other, witnessed the due execution thereof.

Mayrant Simons

Sworn to before me this 16th day of June 1961, 19

W. Gresham Meggett (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of, 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
County of }ss

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern that Mrs. the wife of the within named 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 South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also 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 day of, 19

Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

229

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) ~~on this 17th day of July 1961, I,~~ H.C. O'Quinn

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

( ) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Sam Hawes

Easterly by lands of Lois Nettles

Southerly by lands of S. C. Highway #132

Westerly by lands of C. DeWitt

Pole line to be set approximately two (2) feet inside of and parallel to ~~grantors property line along the northern edge of S. C Highway #132,~~ beginning at the westerly property line and running across property to the ~~eastern property line.~~

~~Together~~ with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted, ~~and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, risers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.~~

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such lines beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within ~~the width of said right of way.~~ 12 feet of wires

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of One hundred and no/100 ---- Dollars ($ 100.00) within 6 mos. from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

H. C. O'Quinn (SEAL)

WITNESS:

~~J. D. Shillito~~

Bayrant Simons

7/25/61 - 9 AM

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Form RW-1-SC—1-66

DEEDS

230

State of South Carolina,

County of Colleton } ss

Personally appeared before me Mayrant Simons and made oath that he saw the within named H. C. McQuinn

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with J. D. Shilito in the presence of each other, witnessed the due execution thereof.

(seal affixed) Sworn to before me this 17th day of July 1961 Mayrant Simons

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County. } ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this day of A. D., 19

(L. S.)

No dower

State of South Carolina,

County of } ss

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern that Mrs. the wife of the within named 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 South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also 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 day of 19

Notary Public for S. C.

Line:

County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

231

STATE OF SOUTH CAROLINA)
: TITLE TO REAL ESTATE
COUNTY OF COLLETON)

WHEREAS, Mrs. Ella Nobles by her deed dated 10 January 1916, recorded in the office of the Clerk of Court for Colleton County, South Carolina, on 21 August 1920, in Deed Book 50, at Page 263, conveyed the land hereinafter described to W. M. Hagan, P. R. Nobles, J. L. Jones, J. B. Kinsey and W. S. Proveaux, Trustees of the East Georgia and South Carolina Advent Christian Conference or their successors; and

WHEREAS, the East Georgia and South Carolina Advent Christian Conference subsequently disbanded and its successor was organized under the name of the South Carolina Advent Christian Conference; and

WHEREAS, the said W. M. Hagan, P. R. Nobles, J. L. Jones, J. B. Kinsey and W. S. Proveaux are all deceased and their true successors in office as of this date are J. E. Hiott, F. G. Scurry, H. A. Provost, Mrs. Odessa Bryan, Rev. G. W. Linder, Mrs. Dona Brand, Rudolph Mitchell and Thomas Mitchell; and whereas the above named individuals under Article 7 of the Constitution of the South Carolina Advent Christian Conference, successor to the East Georgia and South Carolina Advent Christian Conference, have due and legal authority to hold and protect the property of churches in the Conference; and

WHEREAS, the tract of land hereinafter described, conveyed by Mrs. Ella Nobles to the said Trustees or successors of East Georgia and South Carolina Advent Christian Conference, or its successors, consists of a parsonage lot adjacent to the present Berea Advent Christian Church, a member of the former East Georgia and South Carolina Advent Christian Conference, now also a member of its South Carolina Advent Christian Conference; and the said Berea Advent Christian Church having been organized in 1896 under the name of the First Christian Church of Little Swamp, and in 1897 changed its name to the Berea Advent Christian Church and by which title it has been a member of the Conference, and the land hereinafter described used and occupied by its congregation as a parsonage lot adjacent to its church; and

WHEREAS, we, the undersigned, being the Executive Board Advent Christian Conference, and as such successor trustees to W. M. Hagan, P. R. Nobles, J. L. Jones, J. B. Kinsey and W. S. Proveaux, after due hearing and resolution unanimously adopted, pursuant to authority vested in us hereby convey, quit claim and release any and every claim of the East Georgia and South Carolina Advent Christian Conference , and the South Carolina Conference of Advent Christian Church unto G. W. Linder, Blanchard Barnes and E. K. Robertson, the present duly elected trustees of the Berea Advent Christian Church, and acknowledge by this deed that the true title, legal and equitable, to the said land hereinafter described is vested and shall vest thereafter in G. W. Linder, Blanchard Barnes and E. K. Robertson as trustees for Berea Advent Christian Church, or their successors of the said named church, their heirs and assigns forever:

Recorded Aug 3 1961 10:00 AM

DEEDS

231

231A

STATE OF SOUTH CAROLINA)
: TITLE TO REAL ESTATE
COUNTY OF COLLETON)

WHEREAS, Mrs. Ella Nobles by her deed dated 10 January 1916, recorded in the office of the Clerk of Court for Colleton County, South Carolina, on 21 August 1920, in Deed Book 30, at Page 263, conveyed the land hereinafter described to W. M. Hagan, P. R. Nobles, J. L. Jones, J. B. Kinsey and W. S. Proveaux, Trustees of the East Georgia and South Carolina Advent Christian Conference or their successors; and

WHEREAS, the East Georgia and South Carolina Advent Christian Conference subsequently disbanded and its successor was organized under the name of the South Carolina Advent Christian Conference; and

WHEREAS, the said W. M. Hagan, P. R. Nobles, J. L. Jones, J. B. Kinsey and W. S. Proveaux are all deceased and their true successors in office as of this date are J. E. Hiott, F. G. Scurry, H. A. Provost, Mrs. Odessa Bryan, Rev. G. W. Lindler, Mrs. Dona Brand, Rudolph Mitchell and Thomas Mitchell; and whereas the above named individuals under Article 7 of the Constitution of the South Carolina Advent Christian Conference, successor to the East Georgia and South Carolina Advent Christian Conference, have due and legal authority to hold and protect the property of churches in the Conference; and

WHEREAS, the tract of land hereinafter described, conveyed by Mrs. Ella Nobles to the said Trustees or successors of East Georgia and South Carolina Advent Christian Conference, or its successors, consists of a parsonage lot adjacent to the present Berea Advent Christian Church, a member of the former East Georgia and South Carolina Advent Christian Conference, now also a member of its South Carolina Advent Christian Conference; and the said Berea Advent Christian Church having been organized in 1896 under the name of the First Christian Church of Little Swamp, and in 1897 changed its name to the Berea Advent Christian Church and by which title it has been a member of the Conference, and the land hereinafter described used and occupied by its congregation as a parsonage lot adjacent to its church; and

WHEREAS, we, the undersigned, being the Executive Board Advent Christian Conference, and as such successor trustees to W. M. Hagan, P. R. Nobles, J. L. Jones, J. B. Kinsey and W. S. Proveaux, after due hearing and resolution unanimously adopted, pursuant to authority vested in us hereby convey, quit claim and release any and every claim of the East Georgia and South Carolina Advent Christian Conference, and the South Carolina Conference of Advent Christian Church unto G. W. Linder, Blanchard Barnes and E. K. Robertson, the present duly elected trustees of the Berea Advent Christian Church, and acknowledge by this deed that the true title, legal and equitable, to the said land hereinafter described is vested and shall vest thereafter in G. W. Linder, Blanchard Barnes and E. K. Robertson as trustees for Berea Advent Christian Church, or their successors of the said named church, their heirs and assigns forever

Recorded Aug 3 1961 10:00 AM

831B

KNOW ALL MEN BY THESE PRESENTS, That we, J. E. Hiott, F. G. Scurry, H. A. Provost, Mrs. Odessa Bryan, Rev. G. W. ~~Mills~~ Pahill, Mrs. Dona Brand, Rudolph Mitchell and Thomas Mitchell, in the State aforesaid, for and in consideration of the above recitals and the sum of Five and 00/100 ($5.00) Dollars to us paid by G. W. Linder, Blanchard Barnes and E. K. Robertson, in the State aforesaid, have granted, bargained, sold, released and quit claimed, and by these presents do grant, bargain, sell, release and quit claim unto the said G. W. Linder, Blanchard Barnes and E. K. Robertson, as Trustees of Berea Advent Christian Church, or their successors in office:

All that certain piece, parcel or lot of land situate, lying and being in Colleton County, State of South Carolina, adjacent to the Berea Advent Christian Church, known as the parsonage lot, on which the pasonage is built, and more particularly described in a deed from Mrs. Ella Nobles to W. M. Hagan, et al., recorded in Deed Book 50, at Page 263, in the office of the Clerk of Court for Colleton County, South Carolina, and being bounded on the North by lands now or formerly of Mrs. Ella Nobles; East by lands now or formerly of the Estate of Isham Padgett; South by the land and church grounds of Berea Advent Christian Church; and on the West by lot of Sycamore Camp W. O. W. #407, and Mrs. Ella Nobles.

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 premises before mentioned unto the said G. W. Linder, Blanchard Barnes and E. K. Robertson, as Trustees of Berea Advent Christian Church, their successors and assigns forever.

AND we do hereby bind ourselves and our heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said G. W. Linder, Blanchard Barnes and E. K. R obertson, as Trustees of Berea Advent Christian Church, their successors and assigns, against us and our heirs, lawfully claiming, or to claim, the same or any part thereof.

WITNESS our hands and seals this _____ day of _____ in the year of our Lord one thousand nine hundred and sixty-one, and in the one hundred and eighty-fifth year of the Sovereignty and Independence

DEEDS

KNOW ALL MEN BY THESE PRESENTS, That we, J. E. Hiott, F. G. Scurry, H. A. Provost, Mrs. Odessa Bryan, Rev. G. W. [illegible], Mrs. Dona Brand, Rudolph Mitchell and Thomas Mitchell, in the State aforesaid, for and in consideration of the above recitals and the sum of Five and 00/100 ($5.00) Dollars to us paid by G. W. Linder, Blanchard Barnes and E. K. Robertson, in the State aforesaid, have granted, bargained, sold, released and quit claimed, and by these presents do grant, bargain, sell, release and quit claim unto the said G. W. Linder, Blanchard Barnes and E. K. Robertson, as Trustees of Berea Advent Christian Church, or their successors in office:

All that certain piece, parcel or lot of land situate, lying and being in Colleton County, State of South Carolina, adjacent to the Berea Advent Christian Church, known as the parsonage lot, on which the parsonage is built, and more particularly described in a deed from Mrs. Ella Nobles to W. M. Hagan, et al., recorded in Deed Book 50, at Page 263, in the office of the Clerk of Court for Colleton County, South Carolina, and being bounded on the North by lands now or formerly of Mrs. Ella Nobles; East by lands now or formerly of the Estate of Isham Padgett; South by the land and church grounds of Berea Advent Christian Church; and on the West by lot of Sycamore Camp W. O. W. #407, and Mrs. Ella Nobles.

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 premises before mentioned unto the said G. W. Linder, Blanchard Barnes and E. K. Robertson, as Trustees of Berea Advent Christian Church, their successors and assigns forever.

AND we do hereby bind ourselves and our heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said G. W. Linder, Blanchard Barnes and E. K. Robertson, as Trustees of Berea Advent Christian Church, their successors and assigns, against us and our heirs, lawfully claiming, or to claim, the same or any part thereof.

WITNESS our hands and seals this _____ day of _____ in the year of our Lord one thousand nine hundred and sixty-one, and in the one hundred and eighty-fifth year of the Sovereignty and Independence

231 D

of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Mary B. Hiott

Marion Fowler

J. E. Hiott (L.S.)
J. E. Hiott

F. G. Scurry (L.S.)
F. G. Scurry

H. A. Provost (L.S.)
H. A. Provost

Mrs. Odessa Bryan (L.S.)
Mrs. Odessa Bryan

Rev. G. W. Polhill (L.S.)
Rev. G. W. ~~Mitchell~~ Polhill

Mrs. Dona Brand (L.S.)
Mrs. Dona Brand

Rudolph Mitchell (L.S.)
Rudolph Mitchell

Thomas Mitchell (L.S.)
Thomas Mitchell

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me Mary B. Hiott Mrs. Odessa Bryan and made oath that she saw the within named J. E. Hiott, F. G. Scurry, H. A. Provost, Mrs. Odessa Bryan, Rev. G. W. Polhill ~~Mitchell~~, Mrs. Dona Brand, Rudolph Mitchell and Thomas Mitchell sign, seal and, as their act and deed, deliver the within written Deed for the uses and purposes therein mentioned, and that she, with Marion Fowler witnessed the execution thereof.

SWORN to before me this 6 day of May, 1961.

Mary B. Hiott
Mrs. Odessa Bryan

Mrs. Odessa Bryan (SEAL)
Notary Public for South Carolina

My commission expires at the pleasure of the Governor.

DEEDS

BOOK 126

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

J. E. Hiott, et-al.,

-to-

G. W. Linder, Blanchard Barnes and E. K. Robertson, Trustees of Berea Advent Christian Church.

TITLE TO REAL ESTATE.

4-32

DEEDS

233

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Walterboro 24 KV #1 Feeder Line

ACCT. NO. E 6-3161-5x 150

CHECK NO. B-4SS

July 31, 1961, 19

The undersigned hereby acknowledge receipt of timely payment of

One hundred eighty-five and no/100 -0 Dollars ($ 185.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated June 14, 1961, 19, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

J. D. Shillito — Lois Nettles (SEAL)

Mayrant Simmons — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton } ss

Personally appeared before me Mayrant Simmons and made oath that he saw the within named Lois Nettles her sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Mayrant Simmons

Sworn to before me this 31st day of July, 19 61

J. D. Shillito (seal affixed)

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County. }

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this

day of A. D., 19

(L. S.)

Notary Public for

Form RW-3-SC-12-52

8/3/61 - 9 AM

234

DEEDS

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of.....A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on page.....

235

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Walterboro 24 KV #1 feeder line

ACCT. NO. #-6-3161-150

CHECK NO. B-456 July 31, 19 61

The undersigned hereby acknowledge receipt of timely payment of Twenty-five and no/100 -- Dollars ($25.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated June 17, 1961, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

J. D. Shillito — Mary R. Guilford (SEAL)

Mayrant Simons — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me Mayrant Simons and made oath that he saw the within named Mary R. Guilford sign, seal and as her act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Mayrant Simons

Sworn to before me this 31st day of July 1961, 19

J. D. Shillito (sealaffixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

Notary Public for

Form RW-3-SC-19

8/3/61 Gam

236

DEEDS

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

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.....

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TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the .....

day of ..... A. D. 19.....,

at ..... o'clock in the .....

and recorded in Book ..... of Deeds

for said County on page .....

237

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Walterboro 24 KV #1 Feeder Line

ACCT. NO. E-6-3161-150

CHECK NO. B-458

July 31, 19 61

The undersigned hereby acknowledge receipt of timely payment of

Twenty-five and no/100 Dollars ($ 25.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated July 18, 19 61, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

J. D. Shillito — Columbus De Witt (SEAL)

Mayrant Simons — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton }

Personally appeared before me Mayrant Simons and made oath that he saw the within named Columbus DeWitt sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Mayrant Simons

Sworn to before me this 31st day of July 1961, 19

J. D. Shillito (seal affixed)

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this

day of A. D., 19

(L. S.)

Notary Public for

Form RW-3-SC-12-58

8/3/61 - 9 AM

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

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.....

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TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,
South Carolina, on the.....
day of.....A. D. 19.....,
at.....o'clock in the.....
and recorded in Book.....of Deeds
for said County on page.....

DEEDS

BOOK 126

239

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Walterboro 24 KV #1 feeder line

ACCT. NO. #-6-3161-150

CHECK NO. B - 457

July 31, 19 61

The undersigned hereby acknowledge receipt of timely payment of

One hundred and no/100 -- Dollars ($ 100.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated July 17, 1961, 19__, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

J. D. Shillito — H. C. O'Quinn (SEAL)

Mayrant Simons — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me Mayrant Simons and made oath that he saw the within named H. C. O'Quinn sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Mayrant Simons

Sworn to before me this 31st day of July 1961, 19__.

J. D. Shillito (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County. }

Personally appeared before me _____ and made oath that _____ saw the within named _____ by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19__ }

_____ (L. S.)

Notary Public for _____

Form RW-3-SC-12-52

8/3/61 - 9 AM

240

DEEDS

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

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.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of.....A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on page.....

BOOK 126

241

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Walterboro 24 KV #1 Feeder Line

ACCT. NO. #-6-3161-150

CHECK NO. B-454

July 31, 1961, 19

The undersigned hereby acknowledge receipt of timely payment of

One hundred & No/100 Dollars ($100.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated June 16, 1961, 19, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

J. D. Shillito

Mayrant Simons

Bessie M. Nettles Estate
by: William B. Nettles (SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton }

Personally appeared before me Mayrant Simons

and made oath that he saw the within named William B. Nettles sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Mayrant Simons

Sworn to before me this 31st day of July 1961, 19

J. D. Shillito (seal affixed)

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this

day of A. D., 19

(L. S.)

Notary Public for

Form RW-3-SC-12-58

8/3/61 - 9 AM

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

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.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of.....A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on page.....

243

INDENTURE, made this 6th day of July, 19 61, by and between

P. J. Maxey

of the Community of Glendale, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee, Grantors, being the owners of land situate in the County of Colleton, State of South Carolina, which said land abuts on the street or highway known as S. C. Hwy #216 and is bounded Northerly by lands of O. C. Carter Easterly by lands of L. J. Berry & T. D. Hiers Southerly by lands of S. C. Hwy #216 Westerly by lands of C. E. Craven hereby grant and convey to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, maintain and operate an electric line consisting of poles, conductors, overhead and underground lightning protective wires, private communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across and under said land along the said street or highway and/or on my or our land described as follows: Line to extend in an easterly direction along SC Hwy #216 for a distance of approximately eleven hundred (1100) feet from lands of C.E Craven, known as Parkwood Estates to lands of L. S. Berry and T. D. Hiers, Poles to be set one (1) foot inside of property line, also line will top off on side?. Future stakes in a northerl direction from SC Hwy #216 to scene future lots which may be subdivided.

Together with the right from time to time to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to remove said line or any part thereof.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within fifteen (15) feet of any wire strung on said line; provided, however, any damage to the property of Grantors (other than that caused by said trimming, cutting or removing) caused by Grantee in maintaining or repairing said line, shall be borne by Grantee. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have caused this indenture to be duly executed the day and year first above written.

WITNESS:

H. C. Hutson, Jr.,

A. W. Williams

P. J. Maxey (SEAL)

(SEAL)

(SEAL)

(SEAL)

8/3/61 - 9 AM

Form SW-4-S.C.-1-58

244

State of South Carolina,

County of Colleton

Personally appeared before me H. C. Hutson, Jr.,

and made oath that he saw the within named P. J. Maxey sign, seal and as his act and deed deliver the within instrument for the uses and purposes therein mentioned, and that he with A. W. Williams in the presence of each other, witnessed the due execution thereof.

H. C. Hutson, Jr.,

Sworn to before me this 6th day of July 1961, 19

J. D. Shillito (seal affixed)

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this

day of A. D., 19

(L. S.)

Notary Public for

RENOUNCEMENT OF DOWER

State of South Carolina,

County of

I, , do hereby certify unto all whom it may concern that , the wife of the within named , 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 South Carolina Electric & Gas Company, her heirs and assigns, all her interests 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 day of , 19

Notary Public for S. C.

Line:

County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: , 19

Received in the Clerk's Office of the County of , South Carolina, on the A. D. 19 day of at o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 126

245

INDENTURE, made this 11th day of August 1961, 19____, by and between

Estate of D. H. Smoak (deceased)

the Community of Red Bank, County of Colleton and State of South Carolina, hereinafter called Grantors) and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its ...cipal office in Columbia, South Carolina (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee, Grantors, being the owners of land situate in the County of Colleton, State of South Carolina, which said land abuts on the street or highway known as Red Bank (County) road and is bounded Northerly by lands of Madison Bailey, Easterly by lands of W. E. Fender, Southerly by lands of W. M. Smoak, Westerly by lands of W. W. Strickland hereby grant and convey to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, maintain and operate an electric line consisting of poles, conductors, overhead and underground lightning protective wires, private communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across and under said land along the said street or highway and/or on my or our land described as follows: Line to parrallel Red Bank Road on the right side for a distance of approximately 130 feet. from residents of W. M. Smoak to property line of Madison Bailey. One pole appox. 20 feet off road in low botton and one pole approx 10 ft off road in cotton field.

Together with the right from time to time to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to remove said line or any part thereof.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within fifteen (15) feet of any wire strung on said line; provided, however, any damage to the property of ...ntors (other than that caused by said trimming, cutting or removing) caused by Grantee in maintaining or repairing said line, shall ...e borne by Grantee. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have caused this indenture to be duly executed the day and year first above written.

WITNESS:

H. C. Hutson, Jr.
A. W. Williams.

8/18/61 - 9 AM

Estate of D. H. Smoak

Rose L. Smoak, Admix (SEAL)

(SEAL)

(SEAL)

(SEAL)

Form SW-4-S.C.-1-58

2 State of South Carolina,

County of Charleston

Personally appeared before me H. C. Hutson, Jr.,

and made oath that he saw the within named Rose L. Smoak, adm sign, seal and as his act and deed deliver the within 4/w instrument for the uses and purposes therein mentioned, and that he with A. W. Williams in the presence of each other, witnessed the due execution thereof.

H. C. Hutson, Jr.,

Sworn to before me this 16th day of Aug. 1961, 19

W. Gresham Meggett (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)
Notary Public for

RENOUNCEMENT OF DOWER

State of South Carolina,

County of

I, do hereby certify unto all whom it may concern that, the wife of the within named, 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 South Carolina Electric & Gas Company, her heirs and assigns, all her interests 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 day of, 19

Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: , 19

Received in the Clerk's Office of the County of
South Carolina, on the A. D. 19
day of
at o'clock in the noon
and recorded in Book of Deeds
for said County on page

BOOK 126

J&B-81426
Warranty Deed-Individual to Corporation

Form 8547-B—Sheet 1

247

THE STATE OF SOUTH CAROLINA

COUNTY OF ~~COLLETON~~

KNOW ALL MEN BY THESE PRESENTS, That ~~I, J. P. Bailey,~~ of the County of Charleston in the State ~~aforesaid~~, for and in consideration of the sum of ~~Three Hundred and no/100 Dollars ($300.00)~~ to ~~me~~ in hand paid by ~~Atlantic Coast Line Railroad Company,~~ a corporation organized and existing under the laws of the State of ~~Virginia~~, the receipt of which is hereby acknowledged, ~~have~~ granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said ~~Atlantic Coast Line Railroad Company~~, its successors and assigns, all ~~that piece, parcel or tract of land~~, situate, lying and being ~~in Colleton County,~~ State of South Carolina, and described as follows, to-wit:

A strip of land 80 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now located and to be constructed; said strip of land extending northeastwardly from the northerly boundary line of the right-of-way of the main track of the Hampton and Branchville Railroad Company, which right-of-way line is parallel with and 50 feet northwardly, measured at right angles, from the center line of said main track, a mean distance of 945 feet, more or less, measured along the first mentioned center line, to the dividing line between property of the grantor herein and property of C. A. Bailey; SAVING AND EXCEPTING, However, that portion of said strip of land lying within lands owned by M. H. Bailey; the property hereby conveyed containing 1.7 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing #0-10-22, dated April 13, 1960, attached hereto and made a part hereof.

It is agreed and understood that, should the said railroad be abandoned and removed from the above parcel of land, title to the said land will revert to the grantor, his heirs and assigns.

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 premises before mentioned unto the said ~~Atlantic Coast Line Railroad Company,~~ its successors and assigns, forever.

9-28-61 - 4PM

DEEDS

247
247A

JAB-31426 Form 8547-B—Sheet 1

Warranty Deed-Individual to Corporation

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That I, J. H. Bailey, of the County of Charleston in the State aforesaid, for and in consideration of the sum of three hundred and no/100 dollars ($300.00) to me in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad Company, its successors and assigns, all that piece, parcel or tract of land, situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land 80 feet wide, being 40 feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now located and to be constructed; said strip of land extending northeastwardly from the northerly boundary line of the right-of-way of the main track of the Hampton and Branchville Railroad Company, which right-of-way line is parallel with and 50 feet northwardly, measured at right angles, from the center line of said main track, a mean distance of 243 feet, more or less, measured along the first mentioned center line, to the dividing line between property of the grantor herein and property of C. A. Bailey; SAVING AND EXCEPTING, However, that portion of said strip of land lying within lands owned by H. H. Bailey; the property hereby conveyed containing 1.7 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing 90-10-22, dated April 13, 1950, attached hereto and made a part hereof.

It is agreed and understood that, should the said railroad be abandoned and removed from the above parcel of land, title to the said land will revert to the grantor, his heirs and assigns.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, forever.

BOOK 126

J&B-31426 Form 3547-B—Sheet 2

345
247B

And I do hereby bind ~~myself and my~~ heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against ~~me~~ and ~~my~~ heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS ~~my~~ hand and seal this 28th day of ~~May~~ September 19~~60~~ 61

Signed, sealed and delivered in the presence of:

Cynthia B. Dantzler — J P Bailey (L.S.)

Gerald C Smoak — (L.S.)

STATE OF SOUTH CAROLINA,

~~COLLETON~~ COUNTY.

PERSONALLY appeared before me Cynthia B. Dantzler and made oath that ~~she~~ saw the within named J. P. Bailey sign, seal and, as ~~his~~ act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that ~~she~~ with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this the 28th day of ~~May~~ September 19~~60~~ 61

Gerald C Smoak (SEAL)
Notary Public for South Carolina.

Cynthia B Dantzler

STATE OF SOUTH CAROLINA — RENUNCIATION OF DOWER

~~COLLETON~~ COUNTY

I, M. L. Carter, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Rita H. Bailey the wife of the within named J. P. Bailey 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 Atlantic Coast Line Railroad 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 the 28th day of ~~May~~ Sept. 19~~60~~ 61

M. L. Carter (SEAL)
Notary Public for South Carolina.

x Rita H. Bailey

DEEDS

248

2478

And I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company its successors and assigns, against me and my heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 28th day of September 1961

Signed, sealed and delivered in the presence of:

(L.S.)

(L.S.)

STATE OF SOUTH CAROLINA,

COLLETON COUNTY.

PERSONALLY appeared before me Cynthia B. Dantzler and made oath that she saw the within named J. P. Bailey sign, seal and, as his act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this the 28th day of September 1961

(SEAL)

Notary Public for South Carolina.

STATE OF SOUTH CAROLINA RENUNCIATION OF DOWER

COLLETON COUNTY

I, M. L. Carter, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Rita H. Bailey the wife of the within named J. P. Bailey 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 Atlantic Coast Line Railroad 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 the day of September 1961

(SEAL)

Notary Public for South Carolina.

249

STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

AGREEMENT AND CONTRACT OF SALE

THIS AGREEMENT, made and entered into by and between FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT, Beaufort, South Carolina, hereinafter called "ASSOCIATION," and Lonnie Koger, of Walterboro, South Carolina, hereinafter called "PURCHASER," whether one or more,

WITNESSETH:

1. That the Association is the owner of

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in Civic Center Extension in the Town of Walterboro, County of Colleton, being a portion of Lot No. Eighteen (18) as shown on a plat of C. C. Chewning dated January 1940, said lot measures one hundred thirteen (113) feet more or less on the Northeastern line, and is bounded on the Northeast by the Colleton County Air Base; measures one hundred forty (140) feet, more or less, on the Southwestern boundary line, and is bounded on the Northwest by the remaining portion of Lot No. 18 and a street, the said lot being triangular in shape.

Being the same property conveyed to First Federal Savings and Loan Association of Beaufort by Deed of O. H. Rhodes, Judge of Probate, Colleton County, South Carolina, dated September 5, 1961, recorded in Deed Book 129, page 303, Colleton County.

9 a.m.
Recorded Sept 30 - 1961

DEEDS

248

2478

And I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against me and my heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 28th day of September 19 61

Signed, sealed and delivered in the presence of:

(L.S.)

(L.S.)

STATE OF SOUTH CAROLINA.

COLLETON COUNTY.

PERSONALLY appeared before me Cynthia B. Dantzler and made oath that she saw the within named J. P. Bailey sign, seal and, as his act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this the 28th day of September 19 61

(SEAL)

Notary Public for South Carolina.

STATE OF SOUTH CAROLINA RENUNCIATION OF DOWER

COLLETON COUNTY

I, N. L. Carter, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Rita H. Bailey the wife of the within named J. P. Bailey 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 Atlantic Coast Line Railroad 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 the day of May 19 61

(SEAL)

Notary Public for South Carolina.

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STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

AGREEMENT AND CONTRACT OF SALE

THIS AGREEMENT, made and entered into by and between FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT, Beaufort, South Carolina, hereinafter called "ASSOCIATION," and Lonnie Koger, of Walterboro, South Carolina, hereinafter called "PURCHASER," whether one or more,

WITNESSETH:

1. That the Association is the owner of

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in Civic Center Extension in the Town of Walterboro, County of Colleton, being a portion of Lot No. Eighteen (18) as shown on a plat of C. C. Chewning dated January 1940, said lot measures one hundred thirteen (113) feet more or less on the Northeastern line, and is bounded on the Northeast by the Colleton County Air Base; measures one hundred forty (140) feet, more or less, on the Southwestern boundary line, and is bounded on the Northwest by the remaining portion of Lot No. 18 and a street, the said lot being triangular in shape.

Being the same property conveyed to First Federal Savings and Loan Association of Beaufort by Deed of O. H. Rhodes, Judge of Probate, Colleton County, South Carolina, dated September 5, 1961, recorded in Deed Book 129, page 303, Colleton County.

9a
Recorded Sept 30 - 1961

249A

AGREEMENT AND CONTRACT OF SALE

STATE OF SOUTH CAROLINA,
COUNTY OF

THIS AGREEMENT, made and entered into by and between FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, Greenville, South Carolina, hereinafter called "ASSOCIATION," and

hereinafter called "PURCHASER," whether one or more,

WITNESSETH:

1. That the Association is the owner of

249B

2. That the said Association does hereby agree to sell and convey the above-described premises unto the Purchaser at and for the price of One Thousand Eight Hundred and No/100 ---------- ($ 1,800.00) Dollars to be paid in the manner following: The sum of One Hundred Fifty and No/100 ---------- ($150.00) Dollars being hereby paid (the receipt thereof being acknowledged by the Association). Upon the payment unto said Association of the further sum of One Thousand Six Hundred Fifty and No/100 ---------- ($ 1,650.00) Dollars, with interest from date at the rate of six (6%) per cent per annum, until paid in full; subject to the recitals hereinafter set forth, the said Association covenants and agrees, and binds itself and its successors and assigns, to convey the above-decribed real property unto the said Lonnie Koger

(his) (her) (their) heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple warranty, [redacted]. The said principal and interest shall be payable at the offices of said Association, No. 920 Bay Street, Beaufort, South Carolina, in monthly installments of Eighteen and No/100 ---------- ($ 18.00) Dollars each, commencing on the first day of November, 19 61, and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) per cent per annum. The said monthly payments shall be applied as follows, to wit: First, to the payment of interest due on the said Contract of Sale, computed monthly. Second, to the payment by the Association of such taxes, assessments, or insurance as shall from time to time become due on the property pledged to secure this Contract of Sale during the terms thereof, with interest thereon at the rate of six (6%) per cent per annum. Third, the balance of the said amount to the payment to that extent as a credit as of that date on the principal of this obligation. Said payments to continue until the principal and interest, taxes and insurance, with interest as herein provided, are paid in full.

3. When the principal of said obligation shall have been reduced to the sum of ------ ($ ----) Dollars, the Association will deliver, or cause to be delivered, to the Purchaser a Deed in fee to the said premises, free and clear of all encumbrances, except such as are herein assumed by the Purchaser, and the Purchaser shall, upon the execution and delivery of such Deed, execute and deliver to the Association a Note and First Mortgage Lien over the above-described property for said sum of ------ ($ --------) Dollars, payable in monthly installments, with interest thereon at the rate of six (6%) per cent per annum, until paid in full, as prescribed by said Association.

4. That the Purchaser is to have the immediate possession and use of the said premises, and he (she) is to do no act in or upon the said premises that would injure or depreciate the value of the same.

5. And it is agreed that the Purchaser shall pay all taxes, insurance and water rents chargeable against the said premises, and any and all assessments levied by law against the same, accruing and falling due from and after these presents, and will deposit monthly with the Association the additional sum amount to Three and No/100 ---------- ($ 3.00) Dollars, which is equal to one-twelfth of the amount approximately necessary annually to pay the amount of taxes, assessments and insurance on the premises, over and above the installment, which amounts are to be retained by the Association and paid for Purchaser as they fall due. The Association reserves the right to increase or decrease this payment should there be a material change in either the taxes or insurance premium.

6. The Association agrees to pay for the documentary stamps to be affixed to the Deed in connection with this Agreement.

249C

249D

7. That the premises are bought and sold in their present state of repair. As an additional consideration for this agreement, the purchaser shall keep the premises hereinabove described in good repair; and failure to do so shall be, at the option of the Association, a violation of this agreement, and sufficient cause for the cancellation thereof.

8. In the event the said Purchaser shall fail promptly to make any of the monthly payments as hereinabove provided for, or shall fail to pay when due any insurance premiums, taxes, water rents or assessments chargeable against the said premises, or should any monthly payment and/or monthly amounts necessary to pay taxes and insurance be past due and unpaid for a period of fifteen (15) days, the said Association, shall, at its option, be discharged and relieved from any liability to make and deliver any such Deed to the Purchaser. In any such event the rights of the Purchaser shall absolutely cease and determine hereunder, and the said Purchaser may be treated as a tenant holding over after the termination of, or contrary to the terms of, his lease, and the said Association shall thereupon be entitled to immediate possession of the premises and to pursue such remedies as it may be entitled to under the law as landlord. All sums paid by the Purchaser hereunder shall be treated as rent or as liquidated damages; or, if it prefer so to do, the said Association may enforce the payment of the purchase money and seek the specific performance of this agreement.

9. That there are no other agreements relating to the sale, either verbal or written, and this instrument represents the entire contract of sale.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President, and attested by James G. Thomas, its Manager, and its Corporate Seal to be hereto affixed, this 28th day of September, 1961, and witness the Hand and Seal of the within Lonnie Koger this 28th day of September, 1961

Signed, Sealed and Delivered in Presence of:

Myrtle G. Epps

Gertrude G. McAlhany

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas

CALHOUN THOMAS, *President.*

ATTEST:

James G. Thomas

JAMES G. THOMAS, *Manager.*

Myrtle G. Epps

Gertrude G. McAlhany

Lonnie Koger (SEAL)

Lonnie Koger *Purchaser.*

(SEAL)

Purchaser.

2.49E

3

7. That the premises are bought and sold in their present state of repair. No additional consideration for this agreement, the purchaser shall keep the premises hereinabove described in good repair; and failure to do so shall be, at the option of the Association, a violation of this agreement, and sufficient cause for the cancellation thereof.

8. In the event the said Purchaser shall fail promptly to make any of the monthly payments as hereinabove provided for, or shall fail to pay when due any insurance premium, taxes, water rents or assessments chargeable against the said premises, or should any monthly payment and/or monthly amounts necessary to pay taxes and insurance be past due and unpaid for a period of fifteen (15) days, the said Association, shall at its option, be discharged and relieved from any liability to make and deliver any such Deed to the Purchaser. In any such event the rights of the Purchaser shall absolutely cease and determine hereunder, and the said Purchaser may be treated as a tenant holding over after the termination of or contrary to the terms of his lease, and the said Association shall thereupon be entitled to immediate possession of the premises and repossess such remedies as it may be entitled to under the law as landlord. All sums paid by the Purchaser hereunder shall be treated as rent or as liquidated damages, or, if it prefer so to do, the said Association may enforce the payment of the purchase money and each the specific performance of this agreement.

9. That there are no other agreements relating to the sale, either verbal or written, and this instrument represents the entire contract of sale.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Boerton has caused these presents to be executed in its name by Gilbert Thomas, its President, and attested by James G. Thomas, its Manager, and its Corporate Seal to be hereto affixed, this [illegible] day of [illegible], 19[illegible].

and Seal of the within [illegible] this [illegible] day of [illegible], 19[illegible].

Signed, Sealed and Delivered in Presence of:

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BOERTON (SEAL)

By [illegible]
(Gilbert Thomas, President)

ATTEST:

James G. Thomas
Manager (SEAL)

[illegible]
Witness.

249F

STATE OF SOUTH CAROLINA,
COUNTY OF Beaufort

PERSONALLY appeared before me Gertrude G. McAlhaney who, on oath, says that he saw the within-named First Federal Savings and Loan Association of Beaufort, by Calhoun Thomas, its President, sign the within Sales Contract, and Jesse G. Thomas, Manager, attest the same, and the said Corporation, by said officers, seal said Contract, and, as its act and deed, deliver the same, and that she with Myrtle G. Epps witnessed the execution thereof.

Gertrude G. McAlhaney

SWORN to before me, this 28th day of September, 1961

Myrtle G. Epps (SEAL)
Notary Public for South Carolina

STATE OF SOUTH CAROLINA,
COUNTY OF Beaufort

PERSONALLY appeared before me Gertrude G. McAlhaney and made oath that she saw the within-named Lonnie Kogar sign, seal, and, as his act and deed, deliver the within-written Sales Contract; and that she with Myrtle G. Epps witnessed the execution thereof.

Gertrude G. McAlhaney

SWORN to before me, this 28th day of September, 1961

Myrtle G. Epps (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF

I, _____, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within-named _____, 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 First Federal Savings and Loan Association of Beaufort, 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 _____ day of _____, A. D. 19____ _____ (SEAL)

_____ (SEAL)
Notary Public for South Carolina.

DEEDS

STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

Lonnie Rogers

CONTRACT OF SALE

I hereby certify that the within Contract has been this 30 day of Sept, A. D. 19 61, recorded in my office in Book _____, of _____, Page _____

R B Crosby
Clerk of the Court of Common Pleas and General Sessions for Colleton County.

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STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

AGREEMENT AND CONTRACT OF SALE

THIS AGREEMENT, made and entered into by and between FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT, Beaufort, South Carolina, hereinafter called "ASSOCIATION," and Charles M. Shark, of Walterboro, South Carolina hereinafter called "PURCHASER," whether one or more,

WITNESSETH:

1. That the Association is the owner of

All that piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the Town of Walterboro, County of Colleton, State of South Carolina, known and designated as Lot No. Twenty-three (23) on a plat of Civic Center Subdivision, made by S. S. Snook, Registered Surveyor, of date 4 December 1946. The said lot measures Fifty (50) feet on the Northwestern and Southeastern lines and one hundred (100) feet on the Northeastern and Southwestern lines, be the said measurments more or less, and is bounded on the Northeast by Lot No. Twenty-two (22) on said plat; and on the Southeast by Grant Street; on the Southwest by Lot No. Twenty-four (24) on said plat.

This is the same property conveyed to First Federal Savings and Loan Association of Beaufort by Deed of O. H. Rhodes, Judge of Probate, dated August 7, 1961, and recorded in Deed Book 129, page 243, Office of the Clerk of Court for Colleton County, South Carolina.

For Assignment see this Book Page 493

Recorded Sept 30 - 1961

DEEDS

25-1-A

STATE OF SOUTH CAROLINA.
COUNTY OF Colleton

AGREEMENT AND CONTRACT OF SALE

THIS AGREEMENT, made and entered into by and between FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT, Beaufort, South Carolina, hereinafter called "ASSOCIATION," and Charles M. Shark, of Walterboro, South Carolina, hereinafter called "PURCHASER," whether one or more.

WITNESSETH:

1. That the Association is the owner of

All that piece, parcel or lot of land, together with the buildings and appurtenances thereon, situate, lying and being in the Town of Walterboro, County of Colleton, State of South Carolina, known and designated as Lot No. Twenty-three (23) on a plat of Civic Center Addition, made by S. S. Shark, Registered Surveyor, of date 4 December 1945. The said lot measures fifty (50) feet on the Northeastern and Southeastern lines and one hundred (100) feet on the Northwestern and Southwestern lines, be the said measurements more or less, and is bounded on the Northeast by Lot No. Twenty-two (22) on said plat and on the Southeast by Grant Street; on the Southwest by Lot No. Twenty-four (23) on said plat.

This is the same property conveyed to First Federal Savings and Loan Association of Beaufort by Deed of D. H. Abbes, Judge of Probate, dated August 7, 1961, and recorded in Deed Book 120, page 443, office of the Clerk of Court for Colleton County, South Carolina.

For Assignment see this Book Page 493

251B

2. That the said Association does hereby agree to sell and convey the above-described premises unto the Purchaser at and for the price of One Thousand Eight Hundred Sixty and No/100 ---- ---------- ($1,860.00) Dollars to be paid in the manner following: The sum of One Hundred Sixty and No/100---- ---------- ($ 160.00) Dollars being hereby paid (the receipt thereof being acknowledged by the Association). Upon the payment unto said Association of the further sum of One Thousand Seven Hundred and No/100 -------- ---------- ($ 1,700.00) Dollars, with interest from date at the rate of six (6%) per cent per annum, until paid in full; subject to the recitals hereinafter set forth, the said Association covenants and agrees, and binds itself and its successors and assigns, to convey the above-decribed real property unto the said Charles M. Shark,

(his) ~~(her)~~ ~~(their)~~ heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple warranty. The said principal and interest shall be payable at the offices of said Association, No. 920 Bay Street, Beaufort, South Carolina, in monthly installments of Twenty and No/100 ------ ---------- ($ 20.00) Dollars each, commencing on the first day of November, 19 61, and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) per cent per annum. The said monthly payments shall be applied as follows, to wit: First, to the payment of interest due on the said Contract of Sale, computed monthly. Second, to the payment by the Association of such taxes, assessments, or insurance as shall from time to time become due on the property pledged to secure this Contract of Sale during the terms thereof, with interest thereon at the rate of six (6%) per cent per annum. Third, the balance of the said amount to the payment to that extent as a credit as of that date on the principal of this obligation. Said payments to continue until the principal and interest, taxes and insurance, with interest as herein provided, are paid in full.

3. When the principal of said obligation shall have been reduced to the sum of ------- ---------- ($----------) Dollars, the Association will deliver, or cause to be delivered, to the Purchaser a Deed in fee to the said premises, free and clear of all encumbrances, except such as are herein assumed by the Purchaser, and the Purchaser shall, upon the execution and delivery of such Deed, execute and deliver to the Association a Note and First Mortgage Lien over the above-described property for said sum of ---------- ---------- ($ ----------) Dollars, payable in monthly installments, with interest thereon at the rate of six (6%) per cent per annum, until paid in full, as prescribed by said Association.

4. That the Purchaser is to have the immediate possession and use of the said premises, and he (she) is to do no act in or upon the said premises that would injure or depreciate the value of the same.

5. And it is agreed that the Purchaser shall pay all taxes, insurance and water rents chargeable against the said premises, and any and all assessments levied by law against the same, accruing and falling due from and after these presents, and will deposit monthly with the Association the additional sum amount to Three and No/100 ----- ---------- ($ 3.00) Dollars, which is equal to one-twelfth of the amount approximately necessary annually to pay the amount of taxes, assessments and insurance on the premises, over and above the installment, which amounts are to be retained by the Association and paid for Purchaser as they fall due. The Association reserves the right to increase or decrease this payment should there be a material change in either the taxes or insurance premium.

6. The Association agrees to pay for the documentary stamps to be affixed to the Deed in connection with this Agreement.

2516

2510

7. That the premises are bought and sold in their present state of repair. As an additional consideration for this agreement, the purchaser shall keep the premises hereinabove described in good repair; and failure to do so shall be, at the option of the Association, a violation of this agreement, and sufficient cause for the cancellation thereof.

8. In the event the said Purchaser shall fail promptly to make any of the monthly payments as hereinabove provided for, or shall fail to pay when due any insurance premiums, taxes, water rents or assessments chargeable against the said premises, or should any monthly payment and/or monthly amounts necessary to pay taxes and insurance be past due and unpaid for a period of fifteen (15) days, the said Association, shall, at its option, be discharged and relieved from any liability to make and deliver any such Deed to the Purchaser. In any such event the rights of the Purchaser shall absolutely cease and determine hereunder, and the said Purchaser may be treated as a tenant holding over after the termination of, or contrary to the terms of, his lease, and the said Association shall thereupon be entitled to immediate possession of the premises and to pursue such remedies as it may be entitled to under the law as landlord. All sums paid by the Purchaser hereunder shall be treated as rent or as liquidated damages; or, if it prefer so to do, the said Association may enforce the payment of the purchase money and seek the specific performance of this agreement.

9. That there are no other agreements relating to the sale, either verbal or written, and this instrument represents the entire contract of sale.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President, and attested by James G. Thomas, its Manager, and its Corporate Seal to be hereto affixed, this 29th day of September, 196 1, and witness the Hand and Seal of the within

this 29th day of September, 196 1

Signed, Sealed and Delivered in Presence of:

Myrtle G Epps
Gertrude S M Albany

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas
CALHOUN THOMAS, *President.*

ATTEST:

James G. Thomas
JAMES G. THOMAS, *Manager.*

Myrtle G Epps
Gertrude S M Albany

Charles M. Shark (SEAL)
Charles M. Shark
Purchaser.

(SEAL)
Purchaser.

DEEDS

251E

7. That the premises are bought and sold in their present state of repair. As an additional consideration for this agreement, the purchaser shall keep the premises hereinabove described in good repair; and failure to do so shall be, at the option of the Association, a violation of this agreement, and sufficient cause for the cancellation thereof.

8. In the event the said Purchaser shall fail promptly to make any of the monthly payments as hereinabove provided for, or shall fail to pay when due any insurance premiums, taxes, water rents or assessments chargeable against the said premises, or should any monthly payment and/or monthly amounts necessary to pay taxes and insurance be past due and unpaid for a period of fifteen (15) days, the said Association, shall, at its option, be discharged and relieved from any liability to make and deliver any such Deed to the Purchaser. In any such event the rights of the Purchaser shall absolutely cease and determine hereunder, and the said Purchaser may be treated as a tenant holding over after the termination of, or contrary to the terms of, his lease, and the said Association shall thereupon be entitled to immediate possession of the premises and to pursue such remedies as it may be entitled to under the law as landlord. All sums paid by the Purchaser hereunder shall be treated as rent or as liquidated damages; or, if it prefer so to do, the said Association may enforce the payment of the purchase money and seek the specific performance of this agreement.

9. That there are no other agreements relating to the sale, either verbal or written, and this instrument represents the entire contract of sale.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President, and attested by James G. Thomas, its Manager, and its Corporate Seal to be hereto affixed, this 24th day of September, 196 1 and witness the Hand and Seal of the within

this 23rd day of September, 196 1

Signed, Sealed and Delivered in Presence of:

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By [signature]
Calhoun Thomas, President

ATTEST:

[signature]
James G. Thomas, Manager

[signature] (SEAL)
Charles N. Sharp, Purchaser

[signature] (SEAL)
Purchaser

251F

STATE OF SOUTH CAROLINA,
COUNTY OF Beaufort

PERSONALLY appeared before me Gertrude G. McAlhaney, who, on oath, says that she saw the within-named First Federal Savings and Loan Association of Beaufort, by Calhoun Thomas, its President, sign the within Sales Contract, and James G. Thomas, Manager, attest the same, and the said Corporation, by said officers, seal said Contract, and, as its act and deed, deliver the same, and that she with Myrtle G. Epps witnessed the execution thereof.

Gertrude G. McAlhaney

SWORN to before me, this 29th day of September, 1961.

Myrtle G. Epps (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF Beaufort

PERSONALLY appeared before me Gertrude G. McAlhaney and made oath that she saw the within-named Charles M. Shark sign, seal, and, as his act and deed, deliver the within-written Sales Contract; and that she with Myrtle G. Epps witnessed the execution thereof.

Gertrude G. McAlhaney

SWORN to before me, this 29th day of September, 1961.

Myrtle G. Epps (SEAL)
Notary Public for South Carolina

STATE OF SOUTH CAROLINA,
COUNTY OF

I, _____, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within-named _____, 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 First Federal Savings and Loan Association of Beaufort, 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 _____ day of _____, A. D. 19____

_____ (SEAL)

_____ (SEAL)
Notary Public for South Carolina.

DEEDS

252

STATE OF SOUTH CAROLINA,

COUNTY OF Colleton

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

Charles M. Shark

CONTRACT OF SALE

I hereby certify that the within Contract has been

this _____ day of _____, A. D.

19____, recorded in my office in Book _____,

of _____, Page _____

Clerk of the Court of Common Pleas and General

Sessions for _____ County.

253

INDENTURE, made this 30th day of September, 19 61, by and between

G. C. Seigler and Cenie K. Seigler

of the Airport section of Givhans Raod, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee, Grantors, being the owners of land situate in the County of Colleton, State of South Carolina, which said land abuts on the street or highway known as Givhans Road (SC #21) and is bounded

Northerly by lands of Givhans Road / Harry Tracy Easterly by lands of John E. Peurifoy Estate / U. S. Government

Southerly by lands of Westerly by lands of

hereby grant and convey to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, maintain and operate an electric line consisting of poles, conductors, overhead and underground lightning protective wires, private communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across and under said land along the said street or highway and/or on my or our land described as follows: To construct power line along Seigler Drive from Givhans Road to property of Harry Tracy, a distance of approximately 1775 feet, to serve John R Philips, and several other future lot owners along Seigler Drive. Said line to be approximately one (1) foot on private property.

Together with the right from time to time to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to remove said line or any part thereof.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within ten (10) feet of any wire strung on said line; provided, however, any damage to the property of Grantors (other than that caused by said trimming, cutting or removing) caused by Grantee in maintaining or repairing said line, shall be borne by Grantee. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have caused this indenture to be duly executed the day and year first above written.

WITNESS:

H. C. Hutson, Jr.,
A. W. Williams

G. C. Seigler (SEAL)
Mrs. Cenie K. Seigler (SEAL)
(SEAL)
(SEAL)

Recorded 6th Oct. 1961 - 9 AM

Form SW-4-S.C.-1-60

254

State of South Carolina,
County of Charleston

Personally appeared before me H. C. Hutson, Jr., K.
and made oath that he saw the within named G.C.Seigler and Mrs Genie/Seigler seal and as his act and deed deliver the within R/W grant for the uses and purposes therein mentioned, and that he with A. W. Williams in the presence of each other, witnessed the due execution thereof.

H. C. Hutson, Jr.

Sworn to before me this 2nd day of October 1961, 19
W. Gresham Meggett
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)
Notary Public for

RENOUNCEMENT OF DOWER

State of South Carolina,
County of

I, , do hereby certify unto all whom it may concern that , the wife of the within named , 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 South Carolina Electric & Gas Company, her heirs and assigns, all her interests 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 day of , 19

Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: , 19

Received in the Clerk's Office of the County of , South Carolina, on the A. D. 19 , day of o'clock in the noon at and recorded in Book of Deeds for said County on page

255

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

AGREEMENT AND CONTRACT OF SALE

THIS AGREEMENT, made and entered into by and between FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT, Beaufort, South Carolina, hereinafter called "ASSOCIATION," and Ada Belle Mitchell Austin, of Jacksonboro, Colleton County, South Carolina, hereinafter called "PURCHASER," whether one or more,

WITNESSETH:

1. That the Association is the owner of

All that piece, parcel or lot of land, with improvements thereon, situate, lying and being at or near Jacksonboro, in Fraser Township, County of Colleton, State of South Carolina, measuring and containing five (5) acres, more or less, and bounded as follows: On the North by lands formerly of Dicey Bowman, now of Fred Austin; on the East by lands formerly of Chlou Small, now of Fred Austin; on the South by lands formerly of R. Green, now Caroline Pair; and on the West by lands of Sam Simons.

This is the same property conveyed to First Federal Savings and Loan Association of Beaufort by Deed of O. H. Rhodes, Probate Judge, dated March 9, 1961, and recorded in Deed Book 128, page 426, Colleton County, South Carolina.

Recorded Oct 12 1961

DEEDS

255A

AGREEMENT AND CONTRACT OF SALE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

THIS AGREEMENT, made and entered into by and between FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, Greenville, South Carolina, hereinafter called "ASSOCIATION," and

hereinafter called "PURCHASER," whether one or more,

WITNESSETH:

1. That the Association is the owner of

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2. That the said Association does hereby agree to sell and convey the above-described premises unto the Purchaser at and for the price of Two Thousand Five Hundred and No/100 ---------- ($ 2,500.00) Dollars to be paid in the manner following: The sum of Three Hundred and No/100 ---------- ($ 300.00) Dollars being hereby paid (the receipt thereof being acknowledged by the Association). Upon the payment unto said Association of the further sum of Two Thousand Two Hundred and No/100 ---------- ($ 2,200.00) Dollars, with interest from date at the rate of six (6%) per cent per annum, until paid in full; subject to the recitals hereinafter set forth, the said Association covenants and agrees, and binds itself and its successors and assigns, to convey the above-decribed real property unto the said Ada Belle Mitchell Austin,

~~him~~ (her) ~~(them)~~ heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple warranty, ~~free from encumbrances~~. The said principal and interest shall be payable at the offices of said Association, No. 920 Bay Street, Beaufort, South Carolina, in monthly installments of Thirty-one and No/100 ---------- ($ 31.00) Dollars each, commencing on the first day of December, 19 61, and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) per cent per annum. The said monthly payments shall be applied as follows, to wit: First, to the payment of interest due on the said Contract of Sale, computed monthly. Second, to the payment by the Association of such taxes, assessments, or insurance as shall from time to time become due on the property pledged to secure this Contract of Sale during the terms thereof, with interest thereon at the rate of six (6%) per cent per annum. Third, the balance of the said amount to the payment to that extent as a credit as of that date on the principal of this obligation. Said payments to continue until the principal and interest, taxes and insurance, with interest as herein provided, are paid in full.

3. When the principal of said obligation shall have been reduced to the sum of ---------- ($ ----------) Dollars, the Association will deliver, or cause to be delivered, to the Purchaser a Deed in fee to the said premises, free and clear of all encumbrances, except such as are herein assumed by the Purchaser, and the Purchaser shall, upon the execution and delivery of such Deed, execute and deliver to the Association a Note and First Mortgage Lien over the above-described property for said sum of ---------- ($ ----------) Dollars, payable in monthly installments, with interest thereon at the rate of six (6%) per cent per annum, until paid in full, as prescribed by said Association.

4. That the Purchaser is to have the immediate possession and use of the said premises, and he (she) is to do no act in or upon the said premises that would injure or depreciate the value of the same.

5. And it is agreed that the Purchaser shall pay all taxes, insurance and water rents chargeable against the said premises, and any and all assessments levied by law against the same, accruing and falling due from and after these presents, and will deposit monthly with the Association the additional sum amount to Four and No/100 ---------- ($ 4.00) Dollars, which is equal to one-twelfth of the amount approximately necessary annually to pay the amount of taxes, assessments and insurance on the premises, over and above the installment, which amounts are to be retained by the Association and paid for Purchaser as they fall due. The Association reserves the right to increase or decrease this payment should there be a material change in either the taxes or insurance premium.

6. The Association agrees to pay for the documentary stamps to be affixed to the Deed in connection with this Agreement.

DEEDS

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2. That the said Association does hereby agree to sell and convey the above-described premises unto the Purchaser at and for the price of [illegible] ($ [illegible]) Dollars to be paid in the manner following: The sum of [illegible] ($ [illegible]) Dollars being hereby paid (the receipt thereof being acknowledged by the Association) Upon the payment unto said Association of the further sum of [illegible] ($ [illegible]) Dollars, with interest from date at the rate of six (6%) per cent per annum, paid in full, subject to the [illegible] hereinafter set forth, the said Association covenants and agrees, and [illegible] and assigns, in [illegible] the above described [illegible] property unto the said [illegible]

[illegible] (her) [illegible] heirs, executors, administrators and assigns, in fee simple, by a proper [illegible] with covenants of simple warranty. [illegible] The said principal and interest shall be payable at the office of said Association, No. 920 Bay Street, Beaufort, South Carolina, in monthly installments of [illegible] ($ [illegible]) Dollars each, commencing on the first day of [illegible] and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) per cent per annum. The said monthly payments shall be applied as follows, to wit: First, to the payment of interest due on the [illegible] Contract of Sale, computed monthly. Second, to the payment by the Association of each [illegible] as shall from time to time become due on the property pledged to secure this Contract of Sale during the [illegible] with interest thereon at the rate of six (6%) per cent per annum. Third, the balance of the said [illegible] payment at that rate as a credit as of that date on the principal of this obligation. Said payments to [illegible] the principal and interest, taxes and insurance, with interest as [illegible] in [illegible], are paid in full.

3. When the principal of said obligation shall have been reduced to the sum of [illegible] ($ [illegible]) Dollars, the Association will deliver, or cause to be delivered, to the Purchaser a Deed in fee to the said premises, free and clear of all encumbrances, except such as are herein assumed by the Purchaser, and the Purchaser shall, upon the [illegible] and delivery of such Deed, execute and deliver to the Association a Note and First Mortgage Lien over the above described property for said sum of [illegible] ($ [illegible]) Dollars, payable in monthly installments, with interest thereon at the rate of six (6%) per cent per annum, until paid in full, as prescribed by said Association.

4. That the Purchaser is to have the same [illegible] act in or upon the said premises that would injure or depreciate the value of the same.

5. And it is agreed that the Purchaser shall pay all taxes, insurance and [illegible] and any and all assessments levied by law against the same, accruing and falling due from and after these presents, and will deposit monthly with the Association the additional sum amount to [illegible] ($ [illegible]) Dollars, which is equal to one-twelfth of the amount approximately to [illegible] annually to pay the amount of taxes, assessments and insurance on the premises, over and above the installments, which amount are to be retained by the Association and paid for Purchaser as they fall due. The Association reserves the right to increase or decrease this payment should there be a material change in either the taxes or insurance premiums.

6. The Association agrees to pay for the documentary stamps to be affixed to the Deed in connection with this Agreement.

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7. That the premises are bought and sold in their present state of repair. As an additional consideration for this agreement, the purchaser shall keep the premises hereinabove described in good repair; and failure to do so shall be, at the option of the Association, a violation of this agreement, and sufficient cause for the cancellation thereof.

8. In the event the said Purchaser shall fail promptly to make any of the monthly payments as hereinabove provided for, or shall fail to pay when due any insurance premiums, taxes, water rents or assessments chargeable against the said premises, or should any monthly payment and/or monthly amounts necessary to pay taxes and insurance be past due and unpaid for a period of fifteen (15) days, the said Association, shall, at its option, be discharged and relieved from any liability to make and deliver any such Deed to the Purchaser. In any such event the rights of the Purchaser shall absolutely cease and determine hereunder, and the said Purchaser may be treated as a tenant holding over after the termination of, or contrary to the terms of, his lease, and the said Association shall thereupon be entitled to immediate possession of the premises and to pursue such remedies as it may be entitled to under the law as landlord. All sums paid by the Purchaser hereunder shall be treated as rent or as liquidated damages; or, if it prefer so to do, the said Association may enforce the payment of the purchase money and seek the specific performance of this agreement.

9. That there are no other agreements relating to the sale, either verbal or written, and this instrument represents the entire contract of sale.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President, and attested by James G. Thomas, its Manager, and its Corporate Seal to be hereto affixed, this 9th day of October, 1961, and witness the Hand and Seal of the within Ada Bello Mitchell Austin this 9th day of October, 1961.

Signed, Sealed and Delivered in Presence of:

Myrtle D. Lupo

Katherine B. Nelson

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas

CALHOUN THOMAS, *President.*

ATTEST:

James G. Thomas

JAMES G. THOMAS, *Manager.*

Doris B. Cook

Ada Bello Mitchell Austin (SEAL)

Purchaser.

R. Eugene Bleck

(SEAL)

Purchaser.

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12555

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STATE OF SOUTH CAROLINA,
COUNTY OF Beaufort

PERSONALLY appeared before me Kathryn B. Nelson who, on oath, says that she saw the within-named First Federal Savings and Loan Association of Beaufort, by Calhoun Thomas, its President, sign the within Sales Contract, and James O. Thomas, Manager, attest the same, and the said Corporation, by said officers, seal said Contract, and, as its act and deed, deliver the same, and that she with Myrtle O. Epps witnessed the execution thereof.

Kathryn B. Nelson

SWORN to before me, this 9th day of October, 1961

Myrtle O. Epps (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF

PERSONALLY appeared before me Doris B. Cook and made oath that he saw the within-named Ada Belle Mitchell Austin sign, seal, and, as her act and deed, deliver the within-written Sales Contract; and that he with R. Eugene Bladd witnessed the execution thereof.

Doris B. Cook

SWORN to before me, this 11 day of October, 1961

R. Eugene Bladd (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF

I, _____, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within-named _____, 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 First Federal Savings and Loan Association of Beaufort, 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 _____ day of _____, A. D. 19____

_____ (SEAL)

_____ (SEAL)
Notary Public for South Carolina.

DEEDS

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STATE OF SOUTH CAROLINA,

COUNTY OF Colleton

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

Ada Belle Mitchell Austin

CONTRACT OF SALE

I hereby certify that the within Contract has been

this _____ day of _____, A. D.

19____, recorded in my office in Book _____,

of _____, Page _____

Clerk of the Court of Common Pleas and General

Sessions for _____ County.

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BAILMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the 13th day of September 1961, by and between GULF OIL CORPORATION, hereinafter referred to as "Bailor", and Edward W. Carter, hereinafter referred to as "Bailee",

WITNESSETH

WHEREAS, a certain lease dated the 1st day of December 1955 was made and entered into by and between Gulf Oil Corporation, as Lessor, and Edward W. Carter, as lessee, covering certain service station premises and equipment thereon located at Jefferies Blvd., Walterboro, S. C., and

WHEREAS, the parties now desire to agree upon the bailment of gasoline by Bailor to Bailee

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein expressed, it is agreed:

1.Bailee authorized bailor at any time while this Agreement is in effect to deliver such grades of gasoline into the storage tanks now located or later installed by bailor at said leased premises in such quantities at such times as bailor sees fit and further grants to bailor full rights of ingress and egress at all hours for the purpose of making such gasoline deliveries.

2. Bailee agrees to hold and care for gasoline delivered hereunder without compensation as the property of bailor; it being agreed that until said gasoline is purchased by Bailee as provided for herein, title thereto shall be vested in Vailor. Bailee agrees that Bailor may, at its option, and at any time during the term of this Agreement, install locks on the storage tanks situated on said leased premises for the purpose of further securing the gaso line placed therein, and further agrees that only those representatives specifically designated by Bailor will be permitted access to said storage tanks. The Bailee only shall have possession of all keys to locks on the pumps which are connected by pipelines to the storage tanks.

3. Bailor retains the option of accepting payment for the bailed gasoline or the return of the gasoline as provided herein. Bailee is authorized to sell the bailed gasoline to his customers in the ordinary course of his business, and it is agreed that title to said gasoline shall pass to bailee at the meters on the pumps. Bailee shall pay bailor for all gasoline so purchased by and withdrawn by bailee upon invoices therefor submitted by bailor, the frequency of said invoicing to be at bailor's option. All payments for the purchase price of said gasoline shall be at bailor's tankwagon price, plus all applicable federal, state and local excise taxes prevailing at the time and place of such purchase and withdrawal by bailee for the grade and quantity of gasoline so purchased. Bailee, at the time of payment for gasoline so purchased, shall also pay bailor any gallonage rental due Bailor under the aforesaid Lease and any other indebtedness due Bailor, the payments on which are based upon gallonage, such rental or other payments to be computed on the quantity of gasoline so purchased by Baileee in the manner as herein provided.

4. Bailor may, at the request of Bailee or as often as bailor desires during normal business hours, gauge storage tanks and take pump meter readings to assist in invoicing Bailee for gasoline so sold to him and may further audit Bailee's records of bailed stock in the event bailor deems such audit necessary. It is understood, however, that bailor has no control over the retail prices at which bailee resells said gasoline to the consuming public and that any necessary inspection of bailee's records shall be for the sole purpose of determining the quantities of gasoline purchased by and delivered to bailee.

BAILMENT

DEEDS

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5. The pumps and meters located upon the leased premises have been jointly checked by bailor and bailee and are believed to be accurate. Either party, at its own expense and upon prior notice to the other party, may at any time cause the pumps and meters to be inspected and adjusted as needed, but all previous pump and meter readings shall be conclusivly presumed between the parties to have been correct. Bailee agrees to give bailor notice immediately of any defective condition of said pumps and meters.

6. It is agreed between the bailor and bailee that either party to this agreement may cancel same at any time upon ten (10) days written notice to the other. This agreement shall remain in effect, unless terminated as herein provided, throughout the term of the lease between bailor and bailee, or any extension thereof, provided, however, that if for any reason the said Lease is terminated, this agreement shall automatically terminate and bailor may, without let or hindrance, go upon said premises and recover the bailed property.

7. Upon termination of this agreement, bailee shall promptly:

(a) Pay Bailor for all gasoline purchased and withdrawn from storage by Bailee and then unpaid for by bailee;

(b) Deliver to Bailor the balance of the bailed gasoline, or with the consent of bailor the bailee may purchase for cash the balance of the bailed gasoline at bailor's then prevailing tank wagon price plus all applicable taxes.

If bailor elects to recover possession of the bailed gasoline, said gasoline will be removed by Bailor from Bailiee's storage tanks at the earliest practicable time.

8. Bailee agrees to furnish to his retail gasoline bustomers such services and at such times which are customarily provided by other gasoline service stations having comparable facilities in Bailee's area, and shall supply all facilities, tools and quipment needed to furnish such services. Bailee shall at his own cost furnish all labor and pay all expenses incident to his undertaking hereunder, including, but not by way of limitation, all contributions, assessments, taxes, fees, licenses and other costs arising out of Bailee's business and upon his property.

9. Bailor is interested only in results in terms of increased volume of sales of Bailor's gasoline and the menas, methods and details are entirely within the discretion and judgment of the bailee, who shall have entire charge and control of the management of his business in the accomplishment of said results.

10. It is expressly agreed and stipulated that neither bailee nor the employees of bailee shall be deemed or construed to be employeees of bailor. Bailee further agrees that he will carry employers liability and Workmen's compensation insurance to the extent permitted by law, together with public liability insurance for himself and his employees.

11. Bailee agrees not to represent himself, nob permit any of his employees to represent themselves, as being an agent or employee of bailor. Bailor assumes no responsibility for the acts of or omissions of bailee, his servants or employees, in the management or operation of said business, negligent or otherwise, and the bailee hereby agrees to indemnify and hold bailor harmless against any and all liability arising out of or in any way connected with such management or operation.

12. This agreement is non-assignable by operation of law or otherwise without the written consent of the bailor.

13. Notwithstanding any of the provisions herein, it is the express intention of the parties hereto to provide for a contract of bailment of gasoline owned by bailor and entrusted to bailee to accomplish the purposes of this agreement, and this agreement shall not be construed as constituting a conditional sale of said gasoline.

14. So long as this Bailment Agreement is in effect, the contract between bailee and bailor covering the sale and purchase of petroleum products dated 1st day of December, 1955, and any

renewal thereof, shall be suspended with respect to the sale and delivery by bailor and the purchase, receipt and payment by bailee of all gasoline called for by said contract, without liability on the part of either party to the other for failure to sell and deliver or to receive and pay for such gasoline, and further, simultaneously with the termination of this Bailment agreement, the provisions of said contract with respect to purchase and delivery of gasoline shall automatically become effective for all intents and purposes as fully as though this Bailment agreement had never been entered into.

15. THIS INSTRUMENT CONTAINS EACH AND EVERY AGREEMENT AND UNDERSTANDING EXISTING BETWEEN THE PARTIES REALATING TO THE SUBJECT MATTER OF THIS CONTRACT, AND NO AGENT OF THE BAILOR HAS AUTHORITY TO CHANGE, MODIFY, OR ADD TO THIS CONTRACT OR TO MAKE ANY OTHER OR FURTHER AGREEMENTS INCONNECTION THEREWITH.

16. EXECUTED by and on behalf of the respective parties as of the day and year first above written.

WITNESSES:
Doris Lawrence
~~J. M. Lee~~
~~J. M. Lee~~

GULF OIL CORPORATION (Bailor)
by: R. B. Bennett, Jr., Dis. Mgr.

Edward W. Carter
(Bailee)

BAILMENT AGREEMENT

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:
THAT subject to the terms and conditions of a certain Bailment Agreement of even date herewith entered into by and between Gulf Oil Corporation, a Pennsylvania Corporation, having a place of business in Atlanta, Georgia, hereinafter called "Bailor", and Edward W. Carter, whose address is Jefferies Boulevard, Walterboro, S. C., hereinafter called "Bailee" which concurrent bailment agreement is made a part hereof by reference to the same extent as if copied and set forth at length herein, the said bailor and the said bailee have entered into this agreement, which

W I T N E S S E TH

Bailor hereby agrees to deliver to bailee certain petroleum products at the times and upon the terms and conditions set forth in detail of the Bailment Agreement executed concurrent with this instrument.

The consideration, terms and provisions of this Bailment Agreement shall be as shown and contained in the hereinabove referred to concurrent Bailment Agreement of even date herewith and executed by the parties hereto.

IN WITNESS WHEREOF, the Bailor and Bailee have executed this agreement as of the 13 day of September 1961.

Signed and sealed in the presence of:

H. F. Williams, Jr.
Doris Lawrence

GULF OIL CORPORATION
(Bailor)
by: R.B.Bennett, Jr.,
District Manager

Signed and sealed in the presence of:

J. M. Lee
H. F. Williams, Jr.

Edward W. Carter (bailee)

Signed and sealed in the presence of:

_____ _____

_____ _____

Signed and sealed in the presence of:

_____ _____

Signed and sealed in the presence of:

_____ _____

Witness my hand this _____ day of September 1964.

_____ _____
(Witness)

_____ _____
(Witness)

_____ _____
(Witness)

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Cont

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

PERSONALLY appeared before me Doris W. Lawrence, and Made oath that she saw R. B. Bennett, Jr., District Manager for Gulf Oil Corporation, sign, seal and deliver the within instrument on behalf of said Corporation, and that he, deponent, together with H. P. Williams, witnessed the execution and delivery thereof as the act and deed of the said Gulf Oil Corporation.

Sworn to before me this 21st day of September, 1961. Doris W. Lawrence

J. E. Bodie
Notary Public
My com. exp at the pleasure of the Governor.
(seal affixed)

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me H. P. Williams, Jr., and made oath that he saw Edward W. Carter, sign, seal and deliver the within instrument for the uses and puroses therein mentioned, and that he with J. M. Lee, in the presence of each other, witnessed the due execution thereof.

SWORN to before me this 21st day of September 1961. H. P. Williams, Jr.

J. E. Bodie
Notary Public
(seal affixed)
My com. exp at the pleasure of the Governor.

Recorded 10/13/61 - 3 PM

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STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

I, the undersigned Notary Public, do hereby certify that Doris T. Cunningham, wife of the within named Grantor, appeared before me this day 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 whomsoever, renounce, release and forever relinquish unto the within named Grantee, its successors and assigns, all her interest and estate, and also her right and dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal this 12th day of December, A.D., 1973.

Notary Public for South Carolina
My commission expires: 2/15/82

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

PERSONALLY appeared before me H. B. Williams, Jr., and made oath that he saw the within named Grantor, Doris T. Cunningham, sign, seal and as her act and deed deliver the within deed for the uses and purposes therein mentioned, and that he with Jerry Lee Cooper, witnessed the execution thereof.

SWORN to before me this 12th day of December, A.D., 1973.

Notary Public for South Carolina
My commission expires: 2/15/82

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

I, the undersigned Notary Public, do hereby certify that Doris T. Cunningham, wife of the within named Grantor, 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 whomsoever, renounce, release and forever relinquish unto the within named Grantee, its successors and assigns, all her interest and estate, and also her right and dowery of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal this 12th day of December, A.D., 1973.

Notary Public for South Carolina
My commission expires: 2/15/82

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BAILMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the 14th day of July ~~September~~ 1961, by and between Gulf Oil Corporation, hereinafter referred to as"Bailor", and Herbert Nettles, hereinafter referred to as "Bailee".

WITNESSETH

WHEREAS, a certan lease dated the 1st day of January, 1959, was made and entered into by and between Gulf Oil Corporation, as Lessor, and Herbert Nettles, as Lessee, covering certain service station premises and equipment thereon located at USHwy #15 and #64, Walterboro, , Walterboro, S. C., and

WHEREAS, the parties now desire to agree upon the bailment of gasoline by Bailor to Bailee

NOW, THEREORE, in consideration of the mutual agreements and covenants herein expressed, it is agreed:

1. Bailee authorized bailor at any time while this Agreement is in effect to deliver such grades of gasoline into the storage tanks now located or later installed by bailor at said leased premises in such quantites at such times as bailor sees fit and further grants to bailor full rights of ingress and egress at all hours for the purposes of making such gasoline deliveries.

2. Bailee agrees to hold and care for gasoline delivered hereunder without compensation as the property of bailor; it being agreed that unto said gasoline is purchased by bailee as provided for herein, title thereto shall be vested in Bailor. Bailee agrees that Bailor may, at its option, and at any time during the term of this agreement, install locks on the storage tanks situated on said leased premises for the purose of furthor securing the gasoline placed therein, and further agrees that only those pepresentatives specifically designated by Bailor will be permitted access to said storage tanks. The Bailee only shall have possession of all keys to locks on the pumps which are connectedby pipelines to the storage tanks.

3. Bailor retains the option f accepting payment for the bailed gasolien or the return of the gasoline as provided herein. Baileee is authorized to sell and bailed gasoline to his customers in the ordinary course of his business, and it is agreed that title to said gasoline shall pass to bailee at the meters on the pumps. Bailee shall pay bailor for all gasoline so purchased by and withdrawn by bailee upon invoices therefor submitted by bailor, the frequency of said invoicing to be at bailor's option. All payment for the purchase price of said gasoline shall be at bailor's tankwagon price, plus all applicable federal, state and local excise taxes prevailing at the time and place of such purchase and withdrawal by bailee for the grade and quantity of gasoline so purchased. Bailee, at the time of payment for gasoline so purchased, shall also pay bailor any gallonage rental due bailor under the aforesaid Lease and any other indebtedness due bailor, the payments on which are based upon gallonage, such rental or other payments to be computed on the quantity of gasoline so purchased by Bailee in the manner as herein provided.

4. Bailor, may, at the request of bailee or as often asbailor desires during normal business hours, gauge storage tanks and take pump meter readings to assist in invoicing bailee for gasoline so sold to him and may further audit bailee's records of bailed stock in the event bailor deems such audit necessary. It is understood, however, that bailor has no control over the retail prices at which bailee resells said gasoline to the consuming public and that any necessary inspection of bailee's records shall be for the sole purpose of determing the quantities of gasoline purchased by and delivered to bailee.

DEEDS

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5. The pumps and meters located upon the leased premises have been jointly checked by bailor and bailee and are believed to be accurate. Either party, at its own expense and upon prior notice to the other party, may at any time cause the pumps and meters to be inspected and adjusted as needed, but all previous pump and meter readings shall be conclusivly presumed between the parties to have been correct. Bailee agrees to give bailor notice immediately of any defective condition of said pumps and meters.

6. It is agreed between the bailor and bailee that either party to this agreement may cancel same at any time upon ten (10) days written notice to the other. This agreement shall remain in effect, unless terminated as herein provided, throughout the term of the lease between bailor and bailee, or any extension thereof, provided, however, that if for any reason the said Lease is terminated, this agreement shall automatically terminate and bailor may, without let or hindrance, go upon said premises and recover the bailed property.

7. Upon termination of this agreement, bailee shall promptly:

(a) Pay Bailor for all gasoline purchased and withdrawn from storage by Bailee and then unpaid for by bailee;

(b) Deliver to Bailor the balance of the bailed gasoline, or with the consent of bailor the bailee may purchase for cash the balance of the bailed gasoline at bailor's then prevailing tank wagon price plus all applicable taxes.

If bailor elects to recover possession of the bailed gasoline, said gasoline will be removed by Bailor from Bailee's storage tanks at the earliest practicable time.

8. Bailee agrees to furnish to his retail gasoline customers such services and at such times which are customarily provided by other gasoline service stations having comparable facilities in Bailee's area, and shall supply all facilities, tools and quipment needed to furnish such services. Bailee shall at his own cost furnish all labor and pay all expenses incident to his undertaking hereunder, including, but not by way of limitation, all contributions, assessments, taxes, fees, licenses and other costs arising out of Bailee's business and upon his property.

9. Bailor is interested only in results in terms of increased volume of sales of Bailor's gasoline and the menas, methods and details are entirely within the discretion and judgment of the bailee, who shall have entire charge and control of the management of his business in the accomplishment of said results.

10. It is expressly agreed and stipulated that neither bailee nor the employees of bailee shall be deemed or construed to be employees of bailor. Bailee further agrees that he will carry employers liability and Workmen's compensation insurance to the extent permitted by law, together with public liability insurance for himself and his employees.

11. Bailee agrees not to represent himself, nob permit any of his employees to represent themselves, as being an agent or employee of bailor. Bailor assumes no responsibility for the acts of or omissions of bailee, his servants or employees, in the management or operation of said business, negligent or otherwise, and the bailee hereby agrees to indemnify and hold bailor harmless against any and all liability arising out of or in any way connected with such management or operation.

12. This agreement is non-assignable by operation of law or otherwise without the written consent of the bailor.

13. Notwithstanding any of the provisions herein, it is the express intention of the parties hereto to provide for a contract of bailment of gasoline owned by bailor and entrusted to bailee to accomplish the purposes of this agreement, and this agreement shall not be construed as constituting a conditional sale of said gasoline.

14. So long as this Bailment Agreement is in effect, the contract between bailee and bailor covering the sale and purchase of petroleum products dated 1st day of January 1959, and any

DEEDS

5. The pumps and meters located upon the leased premises have been jointly checked by bailor and bailee and are believed to be accurate. Either party, at its own expense and upon prior notice to the other party, may at any time cause the pumps and meters to be inspected and adjusted as needed, but all previous pump and meter readings shall be conclusively presumed between the parties to have been correct. Bailee agrees to give bailor notice immediately of any defective condition of said pumps and meters.

6. It is agreed between the bailor and bailee that either party to this agreement may cancel same at any time upon ten (10) days written notice to the other. This agreement shall remain in effect, unless terminated as herein provided, throughout the term of the lease between bailor and bailee, or any extension thereof, provided, however, that if for any reason the said lease is terminated, this agreement shall automatically terminate and bailee may, with or not or hindrance, be upon said premises and recover the bailed property.

7. Upon termination of this agreement, bailee shall promptly:

(a) Pay bailor for all gasoline purchased and withdrawn from storage by bailee and then unpaid for by bailee.

(b) Deliver to bailor the balance of the bailee's gasoline, or with the consent of bailor the bailee may purchase for cash to balance of the bailee's gasoline at bailee's then prevailing time upon prior plus all applicable taxes.

If bailor elects to recover possession of the bailee's gasoline, said gasoline will be removed by bailee from bailee's storage tanks at the earliest of the above time.

8. Bailee agrees to furnish to his retail gasoline customers such services and at such times which are customarily provided by other gasoline service stations having comparable facilities in bailee's area, and shall supply all facilities, tools and equipment needed to furnish such services. Bailee shall at his own cost furnish all labor and pay all expenses incident to his and its own [illegible] including, but not by way of limitation, all contributions, assessments, taxes, fees, licenses and other costs arising out of bailee's business and upon his property.

9. Bailor is interested only in results in terms of individual volume of sales of [illegible] gasoline and the [illegible] and [illegible] entirely within the direction and judgment of the bailee, and shall have entire charge and control of the management of his business in the accomplishment of said results.

10. It is expressly agreed and stipulated that bailee is not the employee of bailor, shall be deemed or construed to be employee of bailor. Bailee further agrees that he will carry employee liability and [illegible] a [illegible] insurance to the [illegible] by [illegible] together with public liability insurance for himself and his employees.

11. Bailee agrees not to represent him if, not permit any of his employees to represent themselves, as being an agent or employee of bailor. Bailor assumes no responsibility for the acts of or omissions of bailee, his servants or employees, in the management or operation of said business, negligent or otherwise, as the bailee hereby agrees to indemnify and hold bailor harmless against any and all liability arising out of or in any way connected with such management or operation.

12. This agreement is non-assignable by operation of law or otherwise without the written consent of the bailor.

13. Notwithstanding any of the provisions herein, it is the express intention of the parties hereto to provide for a contract of bailment of gasoline owned by bailor and entrusted to bailee to accomplish the purposes of this agreement, and this agreement shall not be construed as constituting a conditional sale of said gasoline.

14. So long as this Bailment Agreement is in effect, the contract between bailee and bailor covering the sale and purchase of petroleum products dated 1st day of January 1959 and any

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renewal thereof, shall be suspended with respect to the sale and delivery by bailor and the purchase, receipt and payment by bailee of all gasoline called for by said contract, without liability on the part of either party to the other for failure to sell and deliver or to receive and pay for such gasoline, and further, simultaneously with the termination of this Bailment agreement, the provisions of said contract with respect to purchase and delivery of gasoline shall automatically become effective for all intents and purposes as fully as though this Bailment agreement had never been entered into.

15. THIS INSTRUMENT CONTAINS EACH AND EVERY AGREEMENT AND UNDERSTANDING EXISTING BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT, AND NO AGENT OF THE BAILOR HAS AUTHORITY TO CHANGE, MODIFY, OR ADD TO THIS CONTRACT OR TO MAKE ANY OTHER OR FURTHER AGREEMENTS INCONNECTION THEREWITH.

16. EXECUTED by and on behalf of the respective parties as of the day and year first above written.

WITNESSES:
Doris Lawrence
~~J. M. Lee~~
Richard C. Powell

GULF OIL CORPORATION (Bailor)
by: R. B. Bennett, Jr., Dis. Mgr.

Herbert Nettles
(Bailee)

BAILMENT AGREEMENT

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:
THAT subject to the terms and conditions of a certain Bailment Agreement of even date herewith entered into by and between Gulf Oil Corporation, a Pennsylvania Corporation, having a place of business in Atlanta, Georgia, hereinafter called "Bailor", and Herbert Nettles, whose address is US Hwy 15 and Hwy 64 Walterboro, S. C., hereinafter called "Bailee" which concurrent bailment agreement is made a part hereof by reference to the same extent as if copied and set forth at length herein, the said bailor and the said bailee have entered into this agreement, which

W I T N E S S E T H

Bailor hereby agrees to deliver to bailee certain petroleum products at the times and upon the terms and conditions set forth in detail of the Bailment Agreement executed concurrent with this instrument.

The consideration, terms and provisions of this Bailment Agreement shall be as shown and contained in the hereinabove referred to concurrent Bailment Agreement of even date herewith and executed by the parties hereto.

IN WITNESS WHEREOF, the Bailor and Bailee have executed this agreement as of the 14 day of ~~September 1961~~ July 1961.

Signed and sealed in the presence of:
T. A. Bray, Jr.,
Doris Lawrence

GULF OIL CORPORATION
(Bailor)
by: R.B.Bennett, Jr.,
District Manager

Signed and sealed in the presence of:
J. M. Lee
Richard C. Powell

Herbert Nettles (bailee)

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Cont.

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

PERSONALLY appeared before me Doris Lawrence, and made oath that she saw R. B. Bennett, Jr., District Manager for Gulf Oil Corporation, sign, seal and deliver the within instrument on behalf of said Corporation, and that he, deponent, together with T. A. Bray, Jr., witnessed the execution and delivery thereof as the act and deed of the said Gulf Oil Corporation.

Sworn to before me this 31st day of July, 1961. Doris Lawrence

J. E. Bodie
Notary Public
My com. exp at the pleasure of the Governor.
(seal affixed)

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me J. M. Lee, and made oath that he saw Herbert Nettles, sign, seal and deliver the within instrument for the uses and purposes therein mentioned, and that he with Richard C. Powell, in the presence of each other, witnessed the due execution thereof.

SWORN to before me this 14 day of July 1961. J. M. Lee

Franklin W. Campbell
Notary Public
(seal affixed)
My com. exp at the pleasure of the Governor.

Recorded 10/13/61 - 3 PM

DEEDS

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STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

PERSONALLY appeared before me Doris Lawrence, and made oath that she saw R. R. Bennett, Jr., District Manager for Gulf Oil Corporation, sign, seal and deliver the within instrument on behalf of said Corporation, and that he, deponent, together with T. A. Bray, Jr., witnessed the execution and delivery thereof as the act and deed of the said Gulf Oil Corporation.

Sworn to before me this 31st day of July, 1961. Doris Lawrence

J. S. Modin
Notary Public
My com. exp at the pleasure of the Governor.
(seal affixed)

STATE OF SOUTH CAROLINA
COUNTY OF COLLEGE

Personally appeared before me J. M. [illegible], and made oath that he saw Herbert [illegible], sign, seal and deliver the within instrument for the uses and purposes therein mentioned, and that he with [illegible], in the presence of each other, witnessed the due execution thereof.

SWORN to before me this 31st day of July, 1961. J. M. [illegible]

Franklin W. Campbell
Notary Public
(seal affixed)
My com. exp at the pleasure of the Governor.

Recorded 10/13/61 - 5 [illegible]

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BAILMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the 18th day of July ~~September~~ 1961, by and between Gulf Oil Corporation, hereinafter referred to as "Bailor", and C. C. Price, hereinafter referred to as "Bailee".

WITNESSETH

WHEREAS, a certan lease dated the 1st day of January, 19[illegible], was made and entered into by and between Gulf Oil Corporation, as Lessor, and C. C. Price, as Lessee, covering certain service station premises and equipment thereon located at Hampton & Memorial Avenue, Walterboro, S. C., and

WHEREAS, the parties now desire to agree upon the bailment of gasoline by Bailor to Bailee

NOW, THEREORE, in consideration of the mutual agreements and covenants herein expressed, it is agreed:

1. Bailee authorized bailor at any time while this Agreement is in effect to deliver such grades of gasoline into the storage tanks now located or later installed by bailor at said leased premises in such quantites at such times as bailor sees fit and further grants to bailor full rights of ingress and egress at all hours for the purposes of making such gasoline deliveries.

2. Bailee agrees to hold and care for gasoline delivered hereunder without compensation as the property of bailor; it being agreed that unto said gasoline is purchased by bailee as provided for herein, title thereto shall be vested in Bailor. Bailee agrees that Bailor may, at its option, and at any time during the term of this agreement, install locks on the storage tanks situated on said leased premises for the purose of further securing the gasoline placed therein, and further agrees that only those pepresentatives specifically designated by Bailor will be permitted access to said storage tanks. The Bailee only shall have possession of all keys to locks on the pumps which are connectedby pipelines to the storage tanks.

3. Bailor retains the option f accepting payment for the bailed gasolien or the return of the gasoline as provided herein. Bailee is authorized to sell and bailed gasoline to his customers in the ordinary course of his business, and it is agreed that title to said gasoline shall pass to bailee at the meters on the pumps. Bailee shall pay bailor for all gasoline so purchased by and withdrawn by bailee upon invoices therefor submitted by bailor, the frequency of said invoicing to be at bailor's option. All payment for the purchase price of said gasoline shall be at bailor's tankwagon price, plus all applicable federal, state and local excise taxes prevailing at the time and place of such purchase and withdrawal by bailee for the grade and quantity of gasoline so purchased. Bailee, at the time of payment for gasoline so purchased, shall also pay bailor any gallonage rental due bailor under the aforesaid Lease and any other indebtedness due bailor, the payments on which are based upon gallonage, such rental or other payments to be computed on the quantity of gasoline so purchased by Bailee in the manner as herein provided.

4. Bailor, may, at the request of bailee or as often asbailor desires during normal business hours, gauge storage tanks and take pump meter readings to assist in invoicing bailee for gasoline so sold to him and may further audit bailee's records of bailed stock in the event bailor deems such audit necessary. It is understood, however, that bailor has no control over the retail prices at which bailee resells said gasoline to the consuming public and that any necessary inspection of bailee's records shall be for the sole purpose of determing the quantities of gasoline purchased by and delivered to bailee.

DEEDS

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5. The pumps and meters located upon the leased premises have been jointly checked by bailor and bailee and are believed to be accurate. Either party, at its own expense and upon prior notice to the other party, may at any time cause the pumps and meters to be inspected and adjusted as needed, but all previous pump and meter readings shall be conclusively presumed between the parties to have been correct. Bailee agrees to give bailor notice immediately of any defective condition of said pumps and meters.

6. It is agreed between the bailor and bailee that either party to this agreement may cancel same at any time upon ten (10) days written notice to the other. This agreement shall remain in effect, unless terminated as herein provided, throughout the term of the lease between bailor and bailee, or any extension thereof, provided, however, that if for any reason the said Lease is terminated, this agreement shall automatically terminate and bailor may, without let or hindrance, go upon said premises and recover the bailed property.

7. Upon termination of this agreement, bailee shall promptly:

(a) Pay Bailor for all gasoline purchased and withdrawn from storage by Bailee and then unpaid for by bailee;

(b) Deliver to Bailor the balance of the bailed gasoline, or with the consent of bailor the bailee may purchase for cash the balance of the bailed gasoline at bailor's then prevailing tank wagon price plus all applicable taxes.

If bailor elects to recover possession of the bailed gasoline, said gasoline will be removed by Bailor from Bailee's storage tanks at the earliest practicable time.

8. Bailee agrees to furnish to his retail gasoline customers such services and at such times which are customarily provided by other gasoline service stations having comparable facilities in Bailee's area, and shall supply all facilities, tools and quipment needed to furnish such services. Bailee shall at his own cost furnish all labor and pay all expenses incident to his undertaking hereunder, including, but not by way of limitation, all contributions, assessments, taxes, fees, licenses and other costs arising out of Bailee's business and upon his property.

9. Bailor is interested only in results in terms of increased volume of sales of Bailor's gasoline and the means, methods and details are entirely within the discretion and judgment of the bailee, who shall have entire charge and control of the management of his business in the accomplishment of said results.

10. It is expressly agreed and stipulated that neither bailee nor the employees of bailee shall be deemed or construed to be employees of bailor. Bailee further agrees that he will carry employers liability and Workmen's compensation insurance to the extent permitted by law, together with public liability insurance for himself and his employees.

11. Bailee agrees not to represent himself, nor permit any of his employees to represent themselves, as being an agent or employee of bailor. Bailor assumes no responsibility for the acts of or omissions of bailee, his servants or employees, in the management or operation of said business, negligent or otherwise, and the bailee hereby agrees to indemnify and hold bailor harmless against any and all liability arising out of or in any way connected with such management or operation.

12. This agreement is non-assignable by operation of law or otherwise without the written consent of the bailor.

13. Notwithstanding any of the provisions herein, it is the express intention of the parties hereto to provide for a contract of bailment of gasoline owned by bailor and entrusted to bailee to accomplish the purposes of this agreement, and this agreement shall not be construed as constituting a conditional sale of said gasoline.

14. So long as this Bailment Agreement is in effect, the contract between bailee and bailor covering the sale and purchase of petroleum products dated 1st day of January 1961, and any

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renewal thereof, shall be suspended with respect to the sale and delivery by bailor and the purchase, receipt and payment by bailee of all gasoline called for by said contract, without liability on the part of either party to the other for failure to sell and deliver or to receive and pay for such gasoline, and further, simultaneously with the termination of this Bailment agreement, the provisions of said contract with respect to purchase and delivery of gasoline shall automatically become effective for all intents and purposes as fully as though this Bailment agreement had never been entered into.

15. THIS INSTRUMENT CONTAINS EACH AND EVERY AGREEMENT AND UNDERSTANDING EXISTING BETWEEN THE PARTIES REALATING TO THE SUBJECT MATTER OF THIS CONTRACT, AND NO AGENT OF THE BAILOR HAS AUTHORITY TO CHANGE, MODIFY, OR ADD TO THIS CONTRACT OR TO MAKE ANY OTHER OR FURTHER AGREEMENTS INCONNECTION THEREWITH.

16. EXECUTED by and on behalf of the respective parties as of the day and year first above written.

WITNESSES:
Doris Lawrence
~~J. M. Lee~~
Richard C. ~~Pwm~~ Powell

GULF OIL CORPORATION (Bailor)
by: R. B. Bennett, Jr., Dis. Mgr.

R C. C. Price, Jr.
(Bailee)

BAILMENT AGREEMENT

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:
THAT subject to the terms and conditions of a certain Bailment Agreement of even date herewith entered into by and between Gulf Oil Corporation, a Pennsylvania Corporation, having a place of business in Atlanta, Georgia, hereinafter called "Bailor", and C. C. Price, whose address is Hampton St. and Memorial Avenue, Walterboro, S. C. hereinafter called "Bailee" which concurrent bailment agreement is made a part hereof by reference to the same extent as if copied and set forth at length herein, the said bailor and the said bailee have entered into this agreement, which

W I T N E S S E T H

Bailor hereby agrees to deliver to bailee certain petroleum products at the times and upon the terms and conditions set forth in detail of the Bailment Agreement executed concurrent with this instrument.

The consideration, terms and provisions of this Bailment Agreement shall be as shown and contained in the hereinabove referred to concurrent Bailment Agreement of even date herewith and executed by the parties hereto.

IN WITNESS WHEREOF, the Bailor and Bailee have executed this agreement as of the 14 day of ~~September 1961~~ July 1961

Signed and sealed in the presence of:

T. A Bray, Jr.,
Doris Lawrence

GULF OIL CORPORATION
(Bailor)
by: R.B.Bennett, Jr.,
District Manager

Signed and sealed in the presence of:

J. M. Lee
Richard C. Powell

C. C. Price, Jr. (bailee)

DEEDS

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STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

PERSONALLY appeared before me Doris Lawrence, and made oath that she saw R. B. Bennett, Jr., District Manager for Gulf Oil Corporation, sign, seal and deliver the within instrument on behalf of said Corporation, and that he, deponent, together with T. A. Bray, Jr., witnessed the execution and delivery thereof as the act and deed of the said Gulf Oil Corporation.

Sworn to before me this 31st day of July, 1961. Doris Lawrence

J. E. Bodie
Notary Public
My com. exp at the pleasure of the Governor.
(seal affixed)

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me J. M. Lee, and made oath that he saw C. C. Price, Jr., sign, seal and deliver the within instrument for the uses and purposes therein mentioned, and that he with Richard C. Powell, in the presence of each other, witnessed the due execution thereof.

SWORN to before me this 14 day of July 1961. J. M. Lee

Franklin W. Campbell
Notary Public
(seal affixed)
My com. exp at the pleasure of the Governor.

Recorded 10/13/61 - 3 PM

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BAILMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the 14th day of July September 1961, by and between GULF OIL CORPORATION, hereinafter referred to as "Bailor", and P. H. Lee, hereinafter referred to as "Bailee",

WITNESSETH

WHEREAS, a certain lease dated the 8th day of June 1960 was made and entered into by and between Gulf Oil Corporation, as Lessor, and P. H. Lee, as lessee, covering certain service station premises and equipment thereon located at South Jefferies Blvd., Walterboro, S. C., and and Moore St.

WHEREAS, the parties now desire to agree upon the bailment of gasoline by Bailor to Bailee

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein expressed, it is agreed:

1. Bailee authorized bailor at any time while this Agreement is in effect to deliver such grades of gasoline into the storage tanks now located or later installed by bailor at said leased premises in such quantities at such times as bailor sees fit and further grants to bailor full rights of ingress and egress at all hourse for the purpose of making such gasoline deliveries.

2. Bailee agrees to hold and care for gasoline delivered hereunder without compensation as the property of bailor; it being agreed that until said gasoline is purchased by Bailee as provided for herein, title thereto shall be vested in Vailor. Bailee agrees that Bailor may, at its option, and at any time during the term of this Agreement, install locks on the storage tanks situated on said leased premises for the purpose of further securing the gaso line placed therein, and further agrees that only those representatives specifically designated by Bailor will be permitted access to said storage tanks. The Bailee only shall have possession of all keys to locks on the pumps which are connected by pipelines to the storage tanks.

3. Bailor retains the option of accepting payment for the bailed gasoline or the return of the gasoline as provided herein. Bailee is authorized to sell the bailed gasoline to his customers in the ordinary course of his business, and it is agreed that title to said gasoline shall pass to bailee at the meters on the pumps. Bailee shall pay bailor for all gasoline so purchased by and withdrawn by bailee upon invoices therefor submitted by bailor, the frequency of said invoicing to be at bailor's option. All payments for the purchase price of said gasoline shall be at bailor's tankwagon price, plus all applicable federal, state and local excise taxes prevailing at the time and place of such purchase and withdrawal by bailee for the grade and quantity of gasoline so purchased. Bailee, at the time of payment for gasoline so purchased, shall also pay bailor any gallonage rental due Bailor under the aforesaid Lease and any other indebtedness due Bailor, the payments on which are based upon gallonage, such rental or other payments to be computed on the quantity of gasoline so purchased by Bailees in the manner as herein provided.

4. Bailor may, at the request of Bailee or as often as bailor desires during normal business hours, gauge storage tanks and take pump meter readings to assist in invoicing Bailee for gasoline so sold to him and may further audit Bailee's records of bailed stock in the event bailor deems such audit necessary. It is understood, however, that bailor has no control over the retail prices at which bailee resells said gasoline to the consuming public and that any necessary inspection of bailee's records shall be for the sole purpose of determining the quantities of gasoline purchased by and delivered to bailee.

DEED

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5. The pumps and meters located upon the leased premises have been jointly checked by bailor and bailee and are believed to be accurate. Either party, at its own expense and upon prior notice to the other party, may at any time cause the pumps and meters to be inspected and adjusted as needed, but all previous pump and meter readings shall be conclusively presumed between the parties to have been correct. Bailee agrees to give bailor notice immediately of any defective condition of said pumps and meters.

6. It is agreed between the bailor and bailee that either party to this agreement may cancel same at any time upon ten (10) days written notice to the other. This agreement shall remain in effect, unless terminated as herein provided, throughout the term of the lease between bailor and bailee, or any extension thereof, provided, however, that if for any reason the said Lease is terminated, this agreement shall automatically terminate and bailor may, without let or hindrance, go upon said premises and recover the bailed property.

7. Upon termination of this agreement, bailee shall promptly:

(a) Pay Bailor for all gasoline purchased and withdrawn from storage by Bailee and then unpaid for by bailee;

(b) Deliver to Bailor the balance of the bailed gasoline, or with the consent of bailor the bailee may purchase for cash the balance of the bailed gasoline at bailor's then prevailing tank wagon price plus all applicable taxes.

If bailor elects to recover possession of the bailed gasoline, said gasoline will be removed by Bailor from Bailee's storage tanks at the earliest practicable time.

8. Bailee agrees to furnish to his retail gasoline customers such services and at such times which are customarily provided by other gasoline service stations having comparable facilities in Bailee's area, and shall supply all facilities, tools and equipment needed to furnish such services. Bailee shall at his own cost furnish all labor and pay all expenses incident to his undertaking hereunder, including, but not by way of limitation, all contributions, assessments, taxes, fees, licenses and other costs arising out of Bailee's business and upon his property.

9. Bailor is interested only in results in terms of increased volume of sales of Bailor's gasoline and the means, methods and details are entirely within the discretion and judgment of the bailee, who shall have entire charge and control of the management of his business in the accomplishment of said results.

10. It is expressly agreed and stipulated that neither bailee nor the employees of bailee shall be deemed or construed to be employees of bailor. Bailee further agrees that he will carry employers liability and Workmen's compensation insurance to the extent permitted by law, together with public liability insurance for himself and his employees.

11. Bailee agrees not to represent himself, nor permit any of his employees to represent themselves, as being an agent or employee of bailor. Bailor assumes no responsibility for the acts of or omissions of bailee, his servants or employees, in the management or operation of said business, negligent or otherwise, and the bailee hereby agrees to indemnify and hold bailor harmless against any and all liability arising out of or in any way connected with such management or operation.

12. This agreement is non-assignable by operation of law or otherwise without the written consent of the bailor.

13. Notwithstanding any of the provisions herein, it is the express intention of the parties hereto to provide for a contract of bailment of gasoline owned by bailor and entrusted to bailee to accomplish the purposes of this agreement, and this agreement shall not be construed as constituting a conditional sale of said gasoline.

14. So long as this Bailment Agreement is in effect, the contract between bailee and bailor covering the sale and purchase of petroleum products dated 8th day of June 1960, and any

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renewal thereof, shall be suspended with respect to the sale and delivery by bailor and the purchase, receipt and payment by bailee of all gasoline called for by said contract, without liability on the part of either party to the other for failure to sell and deliver or to receive and pay for such gasoline, and further, simultaneously with the termination of this Bailment agreement, the provisions of said contract with respect to purchase and delivery of gasoline shall automatically become effective for all intents and purposes as fully as though this Bailment agreement had never been entered into.

15. THIS INSTRUMENT CONTAINS EACH AND EVERY AGREEMENT AND UNDERSTANDING EXISTING BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT, AND NO AGENT OF THE BAILOR HAS AUTHORITY TO CHANGE, MODIFY, OR ADD TO THIS CONTRACT OR TO MAKE ANY OTHER OR FURTHER AGREEMENTS INCONNECTION THEREWITH.

16. EXECUTED by and on behalf of the respective parties as of the day and year first above written.

WITNESSES:
Doris Lawrence
~~J. M. Lee~~
Richard C. Powell

GULF OIL CORPORATION (Bailor)
by: R. B. Bennett, Jr., Dis. Mgr.

P. H. Lee (Bailee)

BAILMENT AGREEMENT

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:
THAT subject to the terms and conditions of a certain Bailment Agreement of even date herewith entered into by and between Gulf Oil Corporation, a Pennsylvania Corporation, having a place of business in Atlanta, Georgia, hereinafter called "Bailor", and P. H. Lee, whose address is South Jefferies Blvd. and Moore St., Walterboro, S. C., hereinafter called "Bailee" which concurrent bailment agreement is made a part hereof by reference to the same extent as if copied and set forth at length herein, the said bailor and the said bailee have entered into this agreement, which

W I T N E S S E T H

Bailor hereby agrees to deliver to bailee, certain petroleum products at the times and upon the terms and conditions set forth in detail of the Bailment Agreement executed concurrent with this instrument.

The consideration, terms and provisions of this Bailment Agreement shall be as shown and contained in the hereinabove referred to concurrent Bailment Agreement of even date herewith and executed by the parties hereto.

IN WITNESS WHEREOF, the Bailor and Bailee have executed this agreement as of the 14 day of ~~September 196~~ July 1961.

Signed and sealed in the presence of:
T. A. Bray, Jr.
Doris Lawrence

GULF OIL CORPORATION (Bailor)
by: R.B.Bennett, Jr.,
District Manager

Signed and sealed in the presence of:
J. M. Lee
Richard C. Powell

P. H. Lee (bailee)

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STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

PERSONALLY appeared before me Doris Lawrence, and made oath that she saw R. B. Bennett, Jr., District Manager for Gulf Oil Corporation, sign, seal and deliver the within instrument on behalf of said Corporation, and that he, deponent, together with T. A. Bray, Jr., witnessed the execution and delivery thereof as the act and deed of the said Gulf Oil Corporation.

Sworn to before me this 31st day of July, 1961. Doris Lawrence

J. E. Bodie
Notary Public
My com. exp at the pleasure of the Governor.
(seal affixed)

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me J. M. Lee, and made oath that he saw P. H. Lee, sign, seal and deliver the within instrument for the uses and purposes therein mentioned, and that he with Richard C. Powell, in the presence of each other, witnessed the due execution thereof.

SWORN to before me this 14 day of July 1961. J. M. Lee

Franklin W. Campbell
Notary Public
(seal affixed)
My com. exp at the pleasure of the Governor.

Recorded 10/13/61 - 3 PM

DEEDS

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STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

ASSIGNMENT

In consideration of the sum of One and no/100 ($1.00) dollars to me paid by E. Oswald Lightsey and W. Norris Lightsey, the receipt whereof is hereby acknowledged, we hereby assign, set over and transfer to E. Oswald Lightsey and W. Norris Lightsey all our right, title and interest in that certain Option from Maude B. Murdaugh to Woodrow W. Murdaugh and Susan S. Murdaugh, dated 12 June 1961, recorded in the office of the Clerk of Court for Colleton County, in deed book 126, at page 219, as said Option might pertain to the within described tracts of land containing one hundred three (103) acres, more or less, and ninty-one (91) acres, more orless; said land being a portion of the lands described in the Option above referred to.

WITNESS OUR HANDS AND SEALS
this 1st dayof November 1961.
WITNESSETH:
John T. Black
Isadore Bogoslow

Woodrow W. Murdaugh
Susan S. Murdaugh

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me John T. Black and;made oath that he saw the within-named Woodrow W. Murdaugh and Susan S. Murdaugh sign, seal and, as their act and deed, deliver the within-written Assignment for the uses and purposes therein mentioned, and that he, with Isadore Bogoslow, witnessed the execution thereof.

SWORN to before mt his 1st
day of November 1961

John T. Black

Isadore Bogoslow (L.S.)
Notary Public for S. C.,
(seal affixed)

Recorded 11/2/61 - 12 M

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE

In consideration of One Dollar and No/100 ($1.00) dollars to us paid by M. Leonard Pilgrimage and W. Horatio Pilgrimage, the receipt whereof is hereby acknowledged, we Hereby Grant, Bargain, Sell and Release to R. Conrad Leighbody and M. Marcia Leighbody all our right, title and interest in that certain parcel lying and being in Greenville County, South Carolina, containing one Hundred Three (103) acres, more or less, and having such height position to the middle, according to Land Survey for Leighbody, dated to June 1973, recorded in the office of the Clerk of Court for Greenville County, in Deed Book 738, at page 249, as said Property is more fully described by metes and bounds as follows:

BEGINNING at a point in the middle of Old Buncombe Road, joint corner of Property now or formerly of Mary Jones and Property now or formerly of Leighbody, and running thence with the middle of Old Buncombe Road, S. 15-30 E. 1000 feet to a point; thence S. 74-30 W. 1000 feet to a point; thence N. 15-30 W. 1000 feet to a point; thence N. 74-30 E. 1000 feet to the point of beginning.

This conveyance is made subject to any restrictions, easements, zoning ordinances or rights of way which may appear of record on the premises.

TO HAVE AND TO HOLD all and singular the said premises unto the said Mortgagees, their heirs and assigns, forever.

AND we do hereby bind ourselves and our heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said Mortgagees, their heirs and assigns, from and against us and our heirs, executors and administrators and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND it is agreed that we, the said Mortgagors, shall pay all taxes and assessments levied upon said premises when they become due and payable.

AND it is agreed that in the event we fail to pay said taxes and assessments when due and payable, the said Mortgagees may pay the same, and the amount so paid shall become a part of the debt secured by this mortgage and bear interest at the rate of eight per cent (8%) per annum, and shall be collectible as a part of the debt secured hereby

BOOK 126

South Carolina
State Highway Department
Form No. 2090 Rev. 7/1/60

C-O-P-Y

For Cancellation of this Lease see page 267 327 this book

THE STATE OF SOUTH CAROLINA)

County of)

Copy of LEASE 5478
Borrow and Material Pit

Docket No.	Route No. 303	Road No.

THIS AGREEMENT made and entered into this 1st day of November, 19 61, by and between H. M. Fripp hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, top soil, earth, gravel, sand, stone, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of xxx feet, consisting of 4 acres, more or less, situated on land owned by the lessor, described as follows: Unlimited Depth

Borrow Pit located in uncultivated field approximately 827' Rt. of Station 175/80, Route 303/ Bounded on the Southeast by T. E.Lyons, on the Northwest & Southeast by C. B. Simmons, and on the Northeast by Colleton County Lands.

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows: see attached sketch

TO HAVE AND TO HOLD the said right to remove top soil, earth, gravel, stone, sand, or other similar material, from said pit or pits, and the right of access thereto until November 1, 1966.

And in consideration thereof, the Highway Department hereby covenants and agrees to pay to the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such soil or materials, [illegible] rents and royalties in the sum of Two Hundred dollars ($ 200.00) Dollars [per acre], plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 30 days from date hereof [illegible], or as follows:

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the top soil, earth, gravel, sand, stone, or other similar material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows: Pit not to be drained

3.

Cancellation on 327 this book 9 am

C-O-P-Y 11-16-1961

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out.

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor; Yellow - Chief Accountant; Pink - District Engineer;

DEEDS

C-O-P-Y

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

/s/Myrtis A. Fripp

/s/Rosalyn R. Ulmer

/s/ H. M. Fripp
Lessor.

Witnesses as to State Highway Department:

/s/G. G. Easterlin

/s/Norma A. Padgett

S. C. State Highway Department

By /s/ C. C. Hogan

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me Myrtis A. Fripp and made oath that she saw the within named H. M. Fripp sign, seal and as his act and deed, execute the within written instrument; and that she with Rosalyn R. Ulmer witnessed the execution thereof.

Sworn to before me this 1st day of Nov., 1961

/s/ Myrtis A. Fripp

/s/Mary Alice Seigler
Notary Public for S. C.

The State of South Carolina
County of Colleton

As to Highway Department

Personally appeared before me G. G. Easterlin and made oath that he saw the within named C. C. Hogan sign, seal and as his act and deed, execute the within written instrument; and that he with Norman A. Padgett witnessed the execution thereof.

Sworn to before me this 1st day of Nov., 1961

/s/ G. G. Easterlin

/s/ C. C. Kinsey
Notary Public for S. C.

The State of South Carolina
County of _____

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) _____ do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lessee so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by _____ to _____ recorded in Mortgage Book ___ at Page ___ in office of the Clerk of Court or RMC of _____ County.

WITNESS our hand and seal this _____ day of _____, 196__.

In the presence of:

_____

_____

Y-O-U

_____

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

C-O-P-Y

BOOK 126

J&B-31426
Warranty Deed-Individual to Corporation

Form 3547-B—Sheet 1

269

THE STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That I, Bernice B. Beach of the County of Colleton in the State aforesaid, for and in consideration of the sum of Forty Five and no/100 ($45.00) Dollars to me in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad, its successors and assigns, all my right, title and interest in and to the following tract of land situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land eighty (80) feet wide, being forty (40) feet wide on each side of the center line of a railroad tract of the Atlantic Coast Line Railroad Company, as now constructed; said strip of land extending northeastwardly from the eastern line of an existing County dirt road a mean distance of four hundred seventy (470) feet, more or less, measured along said center line, to the dividing line between property of the grantors herein and property of Cecil W. Padgett; containing 0.9 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing No. 0-10-10 dated April 13, 1960, attached hereto and made a part hereof.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company its successors and assigns, forever.

4 PM
Jan 4 - 1962

C-O-P-Y

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

/s/Myrtis A. Fripp

/s/Rosalyn R. Ulmer

/s/ H. M. Fripp
Lessor.

Witnesses as to State Highway Department:

/s/G. G. Easterlin

/s/Norma A. Padgett

S. C. State Highway Department

By /s/ C. C. Hogan

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me Myrtis A. Fripp and made oath that she saw the within named H. M. Fripp sign, seal and as his act and deed, execute the within written instrument; and that she with Rosalyn R. Ulmer witnessed the execution thereof.

Sworn to before me this 1st day of Nov., 1961

/s/ Myrtis A. Fripp

/s/Mary Alice Seigler
Notary Public for S. C.

The State of South Carolina
County of Colleton

As to Highway Department

Personally appeared before me G. G. Easterlin and made oath that he saw the within named C. C. Hogan sign, seal and as his act and deed, execute the within written instrument; and that he with Norman A. Padgett witnessed the execution thereof.

Sworn to before me this 1st day of Nov., 1961

/s/ G. G. Easterlin

/s/ G. C. Kinsey
Notary Public for S. C.

The State of South Carolina
County of _____

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) _____ do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by _____ to _____, recorded in Mortgage Book ___ at Page ___ in office of the Clerk of Court or RMC of _____ County.

WITNESS our hand and seal this _____ day of _____, 196__.

In the presence of:

_____

_____

_____

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

C-O-P-Y

J&B-31426
Warranty Deed-Individual to Corporation

Form 3547-B—Sheet 1

269

THE STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That I, Bernice B. Beach of the County of Colleton in the State aforesaid, for and in consideration of the sum of Forty Five and no/100 ($45.00) Dollars to me in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad, its successors and assigns, all my right, title and interest in and to the following tract of land situate, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land eighty (80) feet wide, being forty (40) feet wide on each side of the center line of a railroad tract of the Atlantic Coast Line Railroad Company, as now constructed; said strip of land extending northeastwardly from the eastern line of an existing County dirt road a mean distance of four hundred seventy (470) feet, more or less, measured along said center line, to the dividing line between property of the grantors herein and property of Cecil M. Padgett; containing 0.9 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing No. G-10-10 dated April 13, 1960, attached hereto and made a part hereof.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company its successors and assigns, forever.

4 PM
Jan 4 - 1962

DEEDS

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269A

Form 3547-B—Sheet 1

J&B-31126

Warranty Deed-Individual to Corporation

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That I, Fernice R. Beach of the County of Colleton in the State, for and in consideration of the sum of Forty Five and no/100 ($45.00) Dollars to me in hand paid by Atlantic Coast Line Railroad Company, a corporation organized and existing under the laws of the State of Virginia, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Atlantic Coast Line Railroad, its successors and assigns, all my right, title and interest in and to the following (state, lying and being in Colleton County, State of South Carolina, and described as follows, to-wit:

A strip of land eighty (80) feet wide, being forty (40) feet wide on each side of the center line of a railroad tract of the Atlantic Coast Line Railroad Company, as now constructed; said strip of land extending northeastwardly from the eastern line of an existing County dirt road a mean distance of four hundred seventy (470) feet, more or less, measured along said center line, to the dividing line between property of the grantors herein and property of Cecil B. Padgett; containing 0.9 acres, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing No. G-10-10 dated April 13, 1950, attached hereto and made a part hereof.

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 premises before mentioned unto the said Atlantic Coast Line Railroad Company its successors and assigns, forever.

4 Ow

Jan 4 - 1962

BOOK 126

J&B-31426 Form 3547-B—Sheet 2

270
269B

And I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against me and my heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 29th day of December, 1961.

Signed, sealed and delivered in the presence of:

Ruth Saunders — Bernice B. Beach (L.S.)

Gerald C. Smock — (L.S.)

STATE OF SOUTH CAROLINA,

Colleton COUNTY.

PERSONALLY appeared before me Ruth Saunders and made oath that she saw the within named Bernice B. Beach sign, seal and, as her act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with Gerald C. Smock witnessed the execution thereof.

SWORN to before me this the 29th day of December 1961.

Gerald C. Smock
Notary Public for South Carolina.

Ruth Saunders

STATE OF SOUTH CAROLINA

NO RENUNCIATION OF DOWER

GRANTOR A WOMAN

_____ COUNTY

I, _____, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ 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 _____ 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 the

_____ day of _____ 19___

_____
Notary Public for South Carolina.

DEEDS

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And I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company its successors and assigns, against and my heirs and against all other persons lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 29th day of December, 1951.

Signed, sealed and delivered in the presence of:

[signature] [signature] (L.S.)

[signature] (L.S.)

STATE OF SOUTH CAROLINA,

Colleton COUNTY.

PERSONALLY appeared before me Ruth Saunders and made oath that she saw the within named [illegible] sign, seal and, as act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that she with [illegible] witnessed the execution thereof.

SWORN to before me this the 29th day of December 1951.

[signature] [signature]

Notary Public for South Carolina.

STATE OF SOUTH CAROLINA

COUNTY

RENUNCIATION OF DOWER

TO

GRANTOR A ROSAR

I, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named 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 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 the day of 19

Notary Public for South Carolina.

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STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

COURT OF COMMON PLEAS
TITLE TO REAL ESTATE

TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, O. H. Rhodes, Judge of Probate in and for the County Aforesaid, SEND GREETINGS:

WHEREAS, Bernice B. Beach on or about the 8th day of May, 1961, exhibited her Complaint in the Court of Common Pleas for the County aforesaid against Debra Fay Beach, Jennie Linder Beach, Howell Floyd Beach, III, and Helen Bernice Beach, infants under the age of fourteen (14) years, by their Guardian ad Litem, Marguerite S. Kinard; and Atlantic Coast Line Railroad Company and H. Floyd Beach, Sr., Administrator of the Estate of H. Floyd Beach, Jr., demanding judgment in relation to the realty hereinafter mentioned and described; and the cause being at issue, came on to be heard on the 27th day of July 1961, and such proceedings were had therein as resulted in a Decree of the said Court, whereby it was adjudged and decreed that upon the payment by the Defendant, Atlantic Coast Line Railroad Company of the sum of Twenty Two and 50/100 ($22.50) Dollars to each of the minor Defendants, Debra Fay Beach, Jennie Linder Beach, Howell Floyd Beach, III, and Helen Bernice Beach, or their parent or Guardian, and the production by the Atlantic Coast Line Railroad Company of the receipt of the said parent or Guardian therefor, that the Probate Judge and Master execute and deliver to the said Atlantic Coast Line Railroad Company a deed conveying to the said Atlantic Coast Line Railroad Company, its successors and assigns, all the right, title and interest of the said infant Defendants, Debra Fay Beach, Jennie Linder Beach, Howell Floyd Beach, III. and Helen Bernice Beach, in and to the following described real estate.

NOW, THEREFORE, Know all men by these Presents, that I, O. H. Rhodes, Judge of Probate in and for the County of Colleton aforesaid, in consideration of the sum of TWENTY TWO and 50/100 ($22.50) DOLLARS, paid to each of the said minor Defendants, Debra Fay Beach, Jennie Linder Beach, Howell Floyd Beach, III, and Helen Bernice Beach, by the said Atlantic Coast Line Railroad Company, the receipt whereof is hereby acknowledge, HAVE GRANTED, bargained, sold and released, and by these Presents, DO GRANT, bargain, sell and release unto the said Atlantic Coast Line Railroad Company:

4 Pm
Jan 4 - 1962

DEEDS

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271A

STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
COUNTY OF COLLETON) TITLE TO REAL ESTATE

TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, O. H. Rhodes, Judge of Probate in and for the County Aforesaid, SEND GREETING:

WHEREAS, Bernice B. Beach on or about the 8th day of May, 1951, exhibited her Complaint in the Court of Common Pleas for the County aforesaid against Debra Fay Beach, Jennie Linder Beach, Howell Floyd Beach, III, and Helen Bernice Beach, infants under the age of fourteen (14) years, by their Guardian ad Litem, Marguerite S. Kinard; and Atlantic Coast Line Railroad Company and H. Floyd Beach, Sr., Administrator of the Estate of H. Floyd Beach, Jr., demanding judgment in relation to the realty hereinafter mentioned and described; and the cause being at issue, came on to be heard on the 27th day of July 1951, and such proceedings were had therein as resulted in a Decree of the said Court, whereby it was adjudged and decreed that upon the payment by the Defendant, Atlantic Coast Line Railroad Company of the sum of Twenty Two and 50/100 ($22.50) Dollars to each of the minor Defendants, Debra Fay Beach, Jennie Linder Beach, Howell Floyd Beach, III, and Helen Bernice Beach, or their parent or Guardian, and the production by the Atlantic Coast Line Railroad Company of the receipt of the said parent or Guardian therefor, that the Probate Judge and Master execute and deliver to the said Atlantic Coast Line Railroad Company a deed conveying to the said Atlantic Coast Line Railroad Company, its successors and assigns, all the right, title and interest of the said infant Defendants, Debra Fay Beach, Jennie Linder Beach, Howell Floyd Beach, III. and Helen Bernice Beach, in and to the following described real estate.

NOW, THEREFORE, Know all men by these Presents, that I, O. H. Rhodes, Judge of Probate in and for the County of Colleton aforesaid, in consideration of the sum of TWENTY TWO and 50/100 ($22.50) DOLLARS, paid to each of the said minor Defendants, Debra Fay Beach, Jennie Linder Beach, Howell Floyd Beach, III, and Helen Bernice Beach, by the said Atlantic Coast Line Railroad Company, the receipt whereof is hereby acknowledge, HAVE GRANTED, bargained, sold and released, and by these Presents, DO GRANT, bargain, sell and release unto the said Atlantic Coast Line Railroad Company:

Jan 4 - 1962

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271B

A strip of land eighty (80) feet wide, being forty (40) feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now constructed; said strip of land extending northeastwardly from the eastern line of an existing County dirt road a mean distance of four hundred seventy (470) feet, more or less, measured along said center line, to the dividing line between property of the grantors herein and property of Cecil W. Padgett; containing 0.9 acre, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing No. 0-10-10 dated April 13, 1960.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging; or in anywise incident or appertaining; and all the estate, right, title, claim and interest whatsoever of the parties to the cause aforesaid, and of each of them, in and to the same, and of all other persons rightfully claiming, from, under, or by these or any of them.

TO HAVE AND TO HOLD, all and singular, the premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns forever.

IN WITNESS WHEREOF, I, the said Judge of Probate in and for the County aforesaid, under and by virtue of the aforesaid Decree, have hereunto set my hand and seal this 29th day of December in the year of our Lord nineteen hundred and sixty one and in the one hundred and eighty sixth year of the Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____

_____ (L.S.)
JUDGE OF PROBATE

_____

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me _____ and made oath that he saw the within named O. H. Rhodes as Judge of Probate for Colleton County, sign, seal and as his act and deed, deliver the within Deed; and that he, with _____ witnessed the execution thereof.

SWORN to before me this 29th
day of December, 1961.

_____

_____ (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA

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A strip of land eighty (80) feet wide, being forty (40) feet wide on each side of the center line of a railroad track of the Atlantic Coast Line Railroad Company, as now constructed, said strip of land extending northeastwardly from the eastern line of an existing County dirt road a mean distance of four hundred seventy (470) feet, more or less, measured along said center line, to the dividing line between property of the grantors herein and property of Cecil W. Padgett; containing 0.9 acre, more or less, and being as shown outlined in red on blueprint of Atlantic Coast Line Railroad Company tracing No. 0-10-10 dated April 13, 1960.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging or in anywise incident or appertaining; and all the estate, right, title, claim and interest whatsoever of the parties to the cause aforesaid, and of each of them, in and to the same, and of all other persons rightfully claiming, from, under, or by virtue of any of them.

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns forever.

IN WITNESS WHEREOF, I, the said Judge of Probate in and for the County aforesaid, under and by virtue of the aforesaid Decree, have hereunto set my hand and seal this 29th day of December in the year of our Lord nineteen hundred and sixty one and in the one hundred and eighty sixth year of the Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____ (L.S.)
JUDGE OF PROBATE

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me _____ and made oath that he saw the within named O. W. Rhodes as Judge of Probate for Colleton County, sign, seal and as his act and deed, deliver the within Deed; and that he, with _____ witnessed the execution thereof.

SWORN to before me this 29th day of December, 1961.

_____ (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA

BOOK 126

South Carolina
State Highway Department
Form No. 2090 Rev. 7/1/60

4183 273

THE STATE OF SOUTH CAROLINA)
County of Colleton)

LEASE
Borrow and Material Pit

Docket No. 15.337 Route No. Road No. 326 & 327

THIS AGREEMENT made and entered into this 5 day of January, 1962, by and between C. Herbert Crosby hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, top soil, earth, gravel, sand, stone, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 4 feet, consisting of 1.25 acres, more or less, situated on land owned by the lessor, described as follows:

Top Soil Pit located in cultivated field approximately 22210' right of Station 73/72.9.

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows: Use existing road

TO HAVE AND TO HOLD the said right to remove top soil, earth, gravel, stone, sand, or other similar material, from said pit or pits, and the right of access thereto until January 5, 1963

And in consideration thereof, the Highway Department hereby covenants and agrees to pay to the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such soil or materials, ~~as are actually excavated, or caused to be excavated~~ rents and royalties in the sum of two hundred ($ 200.00) Dollars ~~[per acre]~~, plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 30 days from date hereof ~~[after excavation has been completed]~~, or as follows:

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the top soil, earth, gravel, sand, stone, or other similar material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows:

3.

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out.

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor; Yellow - Chief Accountant; Pink - District Engineer;

1/5/62 - 12 M

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IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

A. P. Smith

G. P. Hill

C. Herbert Crosby (L.S.)
Lessor.

Witnesses as to State Highway Department:

A. P. Smith

G. M. Garris

S. C. State Highway Department

By Foch Ulmer

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me A. P. Smith and made oath that he saw the within named Foch Ulmer sign, seal and as his act and deed, execute the within written instrument; and that he with ~~A. P. Smith~~ G. P. Hill witnessed the execution thereof.

Sworn to before me this 5th day of January, 19 62

A. P. Smith

Louise R. Baggett
Notary Public for S. C.

The State of South Carolina
County of ~~Colleton~~

As to Highway Department

Personally appeared before me ~~xxxxxxxxxx~~ A. P. Smith and made oath that he saw the within named Foch Ulmer sign, seal and as his act and deed, execute the within written instrument; and that he with ~~xxxxxxxxxx~~ G. M. Garris witnessed the execution thereof.

Sworn to before me this 5th day of January 19 62

~~xxxxxxxxxx~~ A. P. Smith

Louise R. Baggett
Notary Public for S. C.

The State of South Carolina
County of Colleton

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) Federal Land Bank Association of Walterboro (L.S.)
do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by

C. Herbert Crosby and Mary A. Crosby The Federal Land Bank

recorded in Mortgage Book 96 at Page 93 in office of the Clerk of Court or RMC of Colleton County.

WITNESS our hand and seal this 5 day of January, 196 2

In the presence of:

~~Faye W. Ruggs~~
~~xx~~ A. P. Smith

Federal Land Bank Association of
Walterboro by J. S. Ballentine, Manager

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

Recorded 1/5/62 - 12 M

4186
-4184 275

South Carolina
State Highway Department
Form No. 2090 Rev. 7/1/60

THE STATE OF SOUTH CAROLINA)
County of Colleton)

LEASE
Borrow and Material Pit

Docket No. 15,337 Route No. ~~XXXXX~~ Road No. 326 &327

THIS AGREEMENT made and entered into this 9th day of January, 1962, by and between C. Herbert Crosby hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, top soil, earth, gravel, sand, stone, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 4 feet, consisting of 1.25 acres, more or less, situated on land owned by the lessor, described as follows:

Top soil pit located in cultivated field approximately 22210' right of Station 73/72.9

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows:

use existing road

TO HAVE AND TO HOLD the said right to remove top soil, earth, gravel, stone, sand, or other similar material, from said pit or pits, and the right of access thereto until January 9, 1963

And in consideration thereof, the Highway Department hereby covenants and agrees to pay to the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such soil or materials, [as are ~~excavated and removed~~] rents and royalties in the sum of Two hundred and no/100 --- ($200.00) Dollars [per acre], plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 30 days from date hereof [after ~~excavation shall have been completed~~], or as follows:

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the top soil, earth, gravel, sand, stone, or other similar material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows:

3.

2/6/62 - 2 PM

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out.

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor;
Yellow - Chief Accountant; Pink - District Engineer;

2-6-62 2 PM

274

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

A. P. Smith

G. P. Hill

C. Herbert Crosby
Lessor.

Witnesses as to State Highway Department:

A. P. Smith

G. M. Garris

S. C. State Highway Department

By Foch Ulmer

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me A. P. Smith and made oath that he saw the within named Foch Ulmer sign, seal and as his act and deed, execute the within written instrument; and that he with ~~A. P. Smith~~ G. P. Hill witnessed the execution thereof.

Sworn to before me this 5th day of January, 19 62

A. P. Smith

Louise R. Baggett
Notary Public for S. C.

The State of South Carolina
County of ~~Colleton~~

As to Highway Department

Personally appeared before me ~~G. M. Garris~~ A. P. Smith and made oath that he saw the within named Foch Ulmer sign, seal and as his act and deed, execute the within written instrument; and that he with ~~A. P. Smith~~ G. M. Garris witnessed the execution thereof.

Sworn to before me this 5th day of January, 19 62

~~G. M. Garris~~ A. P. Smith

Louise R. Baggett
Notary Public for S. C.

The State of South Carolina
County of Colleton

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) Federal Land Bank Association of Walterboro do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by C. Herbert Crosby and Mary A. Crosby The Federal Land Bank recorded in Mortgage Book 96 at Page 65 in office of the Clerk of Court or RMC of Colleton County:

WITNESS our hand and seal this 5 day of January, 1962

In the presence of:

~~Faye W. Ruggs~~

~~G.~~ A. P. Smith

Federal Land Bank Association of Walterboro by J. S. Ballentine, Manager

---

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

Recorded 1/5/62 - 12 M

4186
-4184 275

South Carolina
State Highway Department
Form No. 2090 Rev. 7/1/60

THE STATE OF SOUTH CAROLINA)
County of Colleton)

LEASE
Borrow and Material Pit

Docket No. 15,337 Route No. Road No. 326 & 327

THIS AGREEMENT made and entered into this 9th day of January, 1962, by and between G. Herbert Crosby hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, top soil, earth, gravel, sand, stone, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 4 feet, consisting of 1.25 acres, more or less, situated on land owned by the lessor, described as follows:

Top soil pit located in cultivated field approximately 22210' right of Station 73/72.9

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows:

use existing road

TO HAVE AND TO HOLD the said right to remove top soil, earth, gravel, stone, sand, or other similar material, from said pit or pits, and the right of access thereto until January 9, 1963

And in consideration thereof, the Highway Department hereby covenants and agrees to pay to the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such soil or materials, [as are] rents and royalties in the sum of Two hundred and no/100 --- ($200.00) Dollars [per acre], plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 30 days from date hereof [after excavation shall have been completed], or as follows:

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the top soil, earth, gravel, sand, stone, or other similar material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows:

3.

2/6/62 - 2 PM

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out.

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor; Yellow - Chief Accountant; Pink - District Engineer;

2-6-62 2 PM

276

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

A. P. Smith

G. M. Garris

C. Herbert Crosby
Lessor.

Witnesses as to State Highway Department:

Betty Musgrove

Saundra E. Richbourg

S. C. State Highway Department

By A. A. Muckenfuss.

The State of South Carolina
County of ~~Charleston~~ Colleton

As to Lessor

Personally appeared before me A. P. Smith and made oath that he saw the within named C. Herbert Crosby sign, seal and as his act and deed, execute the within written instrument; and that he with G. M. Garris witnessed the execution thereof.

Sworn to before me this 10
day of ~~January~~, 19 62

~~A.P. Smith~~

G. C. Kinsey
Notary Public for S. C.

The State of South Carolina
County of Charleston

As to Highway Department

Personally appeared before me Betty Musgrove and made oath that he saw the within named A. A. Muckenfuss sign, seal and as his act and deed, execute the within written instrument; and that she with Saundra E. Richbroug witnessed the execution thereof.

Sworn to before me this 12th
day of January, 19 62

Betty Musgrove

A. W. Rohan ?
Notary Public for S. C.

The State of South Carolina
County of Colleton

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) Federal Land Bank Association of Walterboro do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by C. Herbert Crosby & Mary A. Crosby to The Federal Sand Bank recorded in Mortgage Book 96 at Page 63 in office of the Clerk of Court or RMC of Colleton County.

WITNESS our hand and seal this - day of _____, 196__.

In the presence of:

George W. Harris, Jr.,

A. P. Smith

Federal Land Bank Association of Walterboro

by: J. S. Ballentine

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

BOOK 126

277

FORM FHA 448-1
(10-60)

U. S. DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

STATE: South Carolina
COUNTY: Colleton

OPTION TO PURCHASE REAL PROPERTY

In consideration of the sum of $ 1.00 in hand paid and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned (hereinafter called the "Seller"), who covenants that he is the owner thereof, hereby, for himself and his heirs, executors, administrators, successors and assigns, offers and agrees to sell and convey to

Edward K. Godley, Islandton, S. C.
(Name and address)

(hereinafter called the "Buyer"), and hereby grants to the said Buyer the exclusive and irrevocable option and right to purchase, under the conditions hereinafter provided, the following-described property, located in Colleton County, State of South Carolina:

(Insert here full and complete legal description of the property including any water rights and water stocks being purchased)

All that tract of land, situate in Broxton Township, Colleton County, South Carolina, about two (2) miles West of Islandton and containing Two hundred forty-eight (248) acres, more or less, and bounded now or formerly as follows: Northeast by the Public road separating the same from lands of Lightsey Brothers; Southeast by lands of Mary E. Rents, of Eddie Mears, of J. L. Sample, and of Salkehatchie Lumber Company; and Southwest by lands of Salkehatchie Lumber Company; and Northwest by lands of Salkehatchie Lumber Company and of Mrs. Campbell. Said land is known as the Jim Rents farm and is more particularly shown on plat thereof by W. H. Miley, Surveyer, dated 29 June 1938 recorded in Plat Book 3, page 33, in said office; being the same tract of land conveyed to James W. Casteen by deed of J. L. Sample, dated 15 September 1938, recorded in Book 75 at page 563 in said office.

3 P.M.

Recorded Feb 23 - 1962

FHA 448-1
(10-60)

276

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

A. P. Smith

G. M. Garris

C. Herbert Crosby
Lessor.

Witnesses as to State Highway Department:

Betty Musgrove

Saundra E. Richbourg

S. C. State Highway Department

By A. A. Muckenfuss

The State of South Carolina
County of ~~Charleston~~ Colleton

As to Lessor

Personally appeared before me A. P. Smith and made oath that he saw the within named C. Herbert Crosby sign, seal and as his act and deed, execute the within written instrument; and that he with G. M. Garris witnessed the execution thereof.

Sworn to before me this 10
day of ~~January~~ 19 62

~~A.P. Smith~~

G. C. Kinsey
Notary Public for S. C.

The State of South Carolina
County of Charleston

As to Highway Department

Personally appeared before me Betty Musgrove and made oath that he saw the within named A. A. Muckenfuss sign, seal and as his act and deed, execute the within written instrument; and that She with ~~Saundra E. Richbroug~~ witnessed the execution thereof.

Sworn to before me this 12th
day of January 19 62

Betty Musgrove

A. W. Bohen ?
Notary Public for S. C.

The State of South Carolina
County of Colleton

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) Federal Land Bank Association of Walterboro do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by C. Herbert Crosby & Mary A. Crosby to The Federal Sand Bank recorded in Mortgage Book 96 at Page 63 in office of the Clerk of Court or RMC of Colleton County.

WITNESS our hand and seal this ___ day of _____, 196__.

In the presence of:

George W. Harris, Jr.,

A. P. Smith

Federal Land Bank Association of Walterboro

by: J. S. Ballenting

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

BOOK 126

277

FORM FHA 448-1
(10-60)

U. S. DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

STATE: South Carolina
COUNTY: Colleton

OPTION TO PURCHASE REAL PROPERTY

In consideration of the sum of $ 1.00 in hand paid and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned (hereinafter called the "Seller"), who covenants that he is the owner thereof, hereby, for himself and his heirs, executors, administrators, successors and assigns, offers and agrees to sell and convey to

Edward K. Godley, Islandton, S. C.

(Name and address)

(hereinafter called the "Buyer"), and hereby grants to the said Buyer the exclusive and irrevocable option and right to purchase, under the conditions hereinafter provided, the following-described property, located in Colleton County, State of South Carolina:

(Insert here full and complete legal description of the property including any water rights and water stocks being purchased)

All that tract of land, situate in Broxton Township, Colleton County, South Carolina, about two (2) miles West of Islandton and containing Two hundred forty-eight (248) acres, more or less, and bounded now or formerly as follows: Northeast by the Public road separating the same from lands of Lightsey Brothers; Southeast by lands of Mary E. Rentz, of Eddie Mears, of J. L. Sample, and of Salkehatchie Lumber Company; and Southwest by lands of Salkehatchie Lumber Company; and Northwest by lands of Salkehatchie Lumber Company and of Mrs. Campbell. Said land is known as the Jim Rentz farm and is more particularly shown on plat thereof by W. H. Miley, Surveyer, dated 29 June 1938 recorded in Plat Book 3, page 33, in said office; being the same tract of land conveyed to James W. Casteen by deed of J. L. Sample, dated 15 September 1938, recorded in Book 75 at page 563 in said office.

3 P.M.
Recorded Feb 23 - 1962

FHA 448-1
(10-60)

277A

The title to said property is to be conveyed free and clear of all encumbrances except for the following reservations, exceptions and leases, and no others:

(Insert here a full statement of all reservations, exceptions and leases, including, in the case of leases, the date of the termination of the lease, the correct name(s) and address(es) of the lessee(s) and, if recorded, the place of recordation)

2. This option is given to enable the Buyer to obtain a loan insured or made by the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, and its duly authorized representatives, (hereinafter called the "Government"), for the purchase of said property. It is agreed that the Buyer's efforts to obtain such a loan constitute a part of the consideration for this option.

3. The total purchase price for said property is $ 24,000.00 ; said amount being in addition to the $ 1.00 above mentioned.

4. The Seller agrees to pay all expenses of title clearance including, if required, abstract or certificate of title or policy of title insurance, continued down to the date of acceptance of this option and thereafter continued down to and including date of recordation of the deed from the Seller to the Buyer, costs of survey, if required, and attorney's fees; and the Seller agrees that, except as herein provided, all taxes, liens, encumbrances, or other interests in third persons will be satisfied, discharged, or paid by him including stamp taxes and other expenses incident to the preparation and execution of the deed and other evidences of title. Title evidences will be obtained from persons and be in such form as the Government shall approve.

(Strike inapplicable language above or insert herein any different agreement regarding the paying of title clearance charges)

The Seller also agrees to secure for the Buyer, from the records of the County Agricultural Stabilization and Conservation Committee, l surveys of the property when available, all obtainable information relating to allotments and production history and any other information ded in connection with the consideration of the proposed purchase of the property.

6. The Seller further agrees to convey said property to the Buyer by general warranty deed (except where the law provides otherwise for conveyances by trustees, officers of courts, etc.) in the form, manner and at the time required by the Government, conveying to the Buyer a valid, unencumbered, indefeasible fee-simple title to said property meeting all requirements of the Government; that the purchase price shall be paid at the time of recording such deed; and that said lands, including improvements, shall be delivered in the same condition as they now are, customary use and wear excepted.

277B

7. Taxes, water assessments and other general and special assessments of whatsoever nature for the year in which the closing of the transaction takes place shall be prorated as of the date of the closing of the transaction, it being expressly agreed that for the purpose of such proration the tax year shall be deemed to be the calendar year. If the closing of the transaction shall occur before the tax rate is fixed, the apportionment of taxes shall be on the basis of the tax rate for the next preceding year applied to the latest assessed valuation.

(Insert here any different tax agreement)

8. This option may be exercised by the Buyer, at any time while the offer herein shall remain in force, by mailing, telegraphing or delivering in person a written notice of acceptance of the offer herein to Edward K. Godley at Islandton, in the city of _____, County of Colleton, State of South Carolina.

The offer herein shall remain irrevocable for a period of three (3) months from the date hereof and shall remain in force thereafter until one (1) year from the date hereof unless earlier terminated by the Seller. The Seller may terminate this offer at any time after the three (3) months' irrevocable period provided herein by giving to the Buyer ten (10) days' written notice of intention to terminate at the address of the Buyer. Acceptance of this option by the Buyer within ten (10) days after such notice is received by him shall constitute a valid acceptance of the option.

9. Loss or damage to the property by fire or from an act of God shall be at the risk of the Seller until the deed to the Buyer has been recorded, and in the event that such loss or damage occurs, the Buyer may, without liability, refuse to accept conveyance of title, or he may elect to accept conveyance of title, in which case there shall be an equitable adjustment of the purchase price.

10. Insert here conditions peculiar to particular transaction.

(over)

IN WITNESS WHEREOF, the Seller and the Buyer have set their hands and seals this 23 day of February, 19 62

WITNESSES:

C. P. Fallaw

Riddick D. Thomas

C. P. Fallaw

Riddick D. Thomas

Leamon W. Casteen (Seller) (Husband)*

Mildred B. Casteen (Seller) (Wife)*

Edward K. Godley (Buyer) (Husband)

Helena K. Godley (Buyer) (Wife)

*(Indicate marital status of Seller as "married," "single," "divorced," after signature.)

(For use if Seller is a corporation)

IN WITNESS WHEREOF, the Seller has caused its corporate name to be hereunto subscribed by its _____ President, and its duly attested corporate seal to be hereunto affixed by its _____ Secretary, at _____ State of _____, on the _____ day of _____, 19____

(CORPORATE SEAL)

_____ (Name of corporation)

ATTEST: _____ By _____

_____ Secretary. _____ President.

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

PERSONALLY appeared before me Riddick D. Thomas and made oath that he saw the within named Leamon W. Casteen; Mildred B. Casteen; Edward K. Godley; and Helena K. Godley sign, seal and as their act and deed, deliver the within written Option, and that he with C. P. Fallaw witnessed the execution thereof.

SWORN to before me this 23 of Feb A.D. 1962

C. P. Fallaw (SEAL)
Notary Public for South Carolina

Riddick D. Thomas

GPO 805448

96

South Carolina
State Highway Department
Form No. 2090 Rev. 7/1/60

4172

SAND CLAY MATERIAL
THIS LEASE HAS BEEN RECORDED

THE STATE OF SOUTH CAROLINA)
LEASE
County of Colleton) Borrow and Material Pit

Docket No. 15.339 XXXXXX Road No. 307 thru 318 320 thru 323

THIS AGREEMENT made and entered into this 9th day of February, 1962, by and between C. B. Simons hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, top soil, earth, gravel, sand, stone, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 4 feet, consisting of .218 acres, more or less, situated on land owned by the lessor, described as follows:

Sand Clay pit located in uncultivated field 12845' Rt. Sta 33/55, Rd. 314

Pit bounded on all other sides by other lands of lessor.

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows:

Use existing road

TO HAVE AND TO HOLD the said right to remove top soil, earth, gravel, stone, sand, or other similar material, from said pit or pits, and the right of access thereto until February 9, 1964

And in consideration thereof, the Highway Department hereby covenants and agrees to pay to the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such soil or materials, ~~as are actually excavated, or caused to be excavated~~ rents and royalties in the sum of two hundred ($200.00) Dollars [per acre], plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 30 days from date hereof ~~[after excavation shall have been completed]~~, or as follows:

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the top soil, earth, gravel, sand, stone, or other similar material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows: no drainage necessary

3. Distribution of charges:
docket 15.339 - 2220-130 - Colleton County.

Recorded 3/1/62 - 11 AM

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out.

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor;
Yellow - Chief Accountant; Pink - District Engineer;

280

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

A. P. Smith

G. M. Garris

C. Bailey Simons
Lessor.

Witnesses as to State Highway Department:

Saundra E. Richbourg

Linda Kay Blume

S. C. State Highway Department

By A.A.Muckenfuss

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me A. P. Smith and made oath that he saw the within named C.Bailey Simons sign, seal and as his act and deed, execute the within written instrument; and that he with G. M. Garris witnessed the execution thereof.

Sworn to before me this 20th day of February, 1962

A. P. Smith

Norman A. Padgett
Notary Public for S. C.

The State of South Carolina
County of Charleston

As to Highway Department

Personally appeared before me Saundra E. Richbourg and made oath that she saw the within named A.A.Muckenfuss sign, seal and as his act and deed, execute the within written instrument; and that she with Linda Kay Blume witnessed the execution thereof.

Sworn to before me this 21 day of February, 19 62

Saundra E. Richbourg

Julius W. Thoile (seal affixed)
Notary Public for
Com expires at pleas of the Governor.

The State of South Carolina
County of Colleton

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) Walterboro Production & Credit Ass

do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borro and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by C. Bailey Simons to Walterboro Production & Credit Assn. recorded in Mortgage Book 108 at Page 401 in office of the Clerk of Court or RMC of Colleton. County.

WITNESS our hand and seal this 15th day of February 1962 196

In the presence of:

Walterboro Pro. Cr Assn.

B.O.Guess
A.P.Smith

by:B.B.Cave, Scty. Treas.

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

BOOK 126

281

INDENTURE, made this 23 day of February 1962, by and between

W.W.Strickland, (Estate)
Walterboro, S.C. Rt No. 3.

of the Township of Verdier, County of Colleton, and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of Fifteen. (15.) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

A Tract of land containing 1100 acres more or less, bounded as follows; North, F.M.Smoak et al; East, Hiott and Barwick; South by Hiott et al West by Salley, Daniels et al/

Right of Way enters Grantors land from the lands of F.M.Smoak, thence extending across Grantors land in a Southerly direction to the lands of Barwick, across Barwick land for 700 feet more or less then back on Grantors land in same Southerly direction and parallelling the Eastern side of St. George- Walterboro right of Way now owned by South Carolina Electric and Gas Company, to the lands of Bessie B.Hiott.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the 15 foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for Five Hundred Twenty Five and No/100 Dollars ($525.00) within Six Months, from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

John L.Bobs.

Gerald C.Smoak

Mrs. Jessie Lee Strickland (SEAL)

(SEAL)

(SEAL)

(SEAL)

Recorded March 7th, 1962, at 12 M. (SEAL)

(SEAL)

(SEAL)

Stamps
State $2.10
Federal Stamps

Form RW-Gas 1 (10-61)

240

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

A. P. Smith

Q. M. Garris

C. Bailey Simons
Lessor.

Witnesses as to State Highway Department:

Saundra E. Richbourg

Linda Kay Blume

S. C. State Highway Department

By A.A.Muckenfuss

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me A. P. Smith and made oath that he saw the within named C.Bailey Simons sign, seal and as his act and deed, execute the within written instrument; and that he with Q. M. Garris witnessed the execution thereof.

Sworn to before me this 20th day of February, 1962

A. P. Smith

Norman A. Padgett
Notary Public for S. C.

The State of South Carolina
County of Charleston

As to Highway Department

Personally appeared before me Saundra E. Richbourg and made oath that she saw the within named A.A.Muckenfuss sign, seal and as his act and deed, execute the within written instrument; and that she with Linda Kay Blume witnessed the execution thereof.

Sworn to before me this 21 day of February, 19 62

Saundra E. Richbourg

Julius W. Thoilo (seal affixed)
Notary Public for S. C.
Com expires at pleas of the Governor.

The State of South Carolina
County of Colleton

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) Walterboro Production & Credit Ass

do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borro and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by C. Bailey Simons to Walterboro Production & Credit Assn. recorded in Mortgage Book 108 at Page 401 in office of the Clerk of Court or RMC of Colleton County.

WITNESS our hand and seal this 15th day of February 1962, 196

In the presence of:

Walterboro Pro. Cr Assn.

B.O.Guess
A.P.Smith

by:B.B.Cave, Saty. Treas.

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

281

INDENTURE, made this 23 day of February 1962., 19 ____, by and between

W.W.Strickland, (Estate)

Walterboro, S.C. Rt No. 3.

of the Township of Verdier., County of Colleton. and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of Fifteen. (15.) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton., State of South Carolina, bounded and described as follows:

A Tract of land containing 1100 acres more or less, bounded as follows; North, F.M.Smoak et al; East, Hiott and Barwick; South by Hiott et al West by Salley, Daniels et a;/

Right of way enters Grantors land from the lands of F.M.Smoak, thence extending across Grantors land in a Southerly direction to the lands of Barwick, across Barwick land for 700 feet more or less then back on Grantors land in same Southerly direction and parallelling the Eastern side of St. George- Walterboro right of Way now owned by South Carolina Electric and Gas Company, to the lands of Bessie B.Hiott.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the 15 foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for Five Hundred Twenty Five and No/100 Dollars ($ 525.00) within Six Months. from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

John L.Bobs.

Gerald C.Smoak

Mrs. Jessie Lee Strickland (SEAL)

(SEAL)

(SEAL)

(SEAL)

Recorded March 7th, 1962, at 12 M. (SEAL)

(SEAL)

(SEAL)

Stamps
State $2.10
Federal $4.00
Stamped

Form RW-Gas 1 (10-61)

DEEDS

282

State of South Carolina,
County of Colleton. } ss

Personally appeared before me Gerald C.Smoak and made oath that he saw the within named Mrs. Jessie Lee. Strickland.

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with John L.Bobo. in the presence of each other, witnessed the due execution thereof.

Gerald C.Smoak.

Sworn to before me this 23. day of February 1962. 19

John L.Bobo.
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

State of South Carolina,
County of } ss

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern that Mrs. the wife of the within named 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also 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 day of 19

Notary Public for S. C.

RIGHT OF WAY GRANT

TO

South Carolina Natural Gas Company

Line:
County:
Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

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INDENTURE, made this 8th day of February 1962, 19 ____, by and between
William S. Rentz and Leslie M. Rentz

Canadys, S. C.

of the township of _____, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of Fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tleovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

~~Said tract contains 125 acres, more orless, and bong the same tract conveyed to grantors by Bertie G. Montgomery, bound on the north; Hiott; East; Gatch & Bailey, South; Bailey, Jones & Langsdale, West; Langdale;~~ Right of way enters ~~ag~~ grantors' land from the lands of Hiott, thence extending across grantors' land in a southerly direction and paralleling ~~the eastern side of St. George Waltorbor right of way now owned by~~ South Carolina Electric & Gas Co. to the lands of Bailey

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the 15 foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for One hundred and no/100 - 100.00 Dollars ($ _____) within six months from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

John L. Bobo

H. D. Wessinger

William S. Rentz (SEAL)

Leslie M. Rentz (SEAL)

(SEAL)

(SEAL)

14th March 1962 - 9 AM (SEAL)

(SEAL)

(SEAL)

Form RW-Gas 1 (10-61)

DEEDS

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State of South Carolina,
County of Colleton } ss

Personally appeared before me John L. Bobo and made oath that he saw the within named William S. Rentz and Leslie M. Rentz

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with H. D. Wessinger in the presence of each other, witnessed the due execution thereof.

John L. Bobo

Sworn to before me this 8th day of February 1962, 19

H. D. Wessinger

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19 }

(L. S.)

State of South Carolina,
County of Colleton } ss

RENUNCIATION OF DOWER

I, John L. Bobo, do hereby certify unto all whom it may concern that Mrs. Leslie M. Rentz, the wife of the within named William S. Rentz, 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Leslie M. Rentz

Given under my hand and seal this 8th day of February 1962, 19

John L. Bobo (seal affixed)

Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Natural Gas Company

Dated: , 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

285

INDENTURE, made this 20th day of February 1962 19 ____, by and between A. J. Barwick

Walterboro, S. C., Rt. 2,

of the township of Verdier, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tleovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

A tract of land containing 16 acres, more orless, bounded on the north Strickland, East, Langdale, South Grantor, West Strickland

Right of way entors grantors land from the lands of Strickland thence extending across grantors' land in a southerly direction and paralleling the eastern side of St. George-Walterboro right-of-way now owned by South Carolina Electric & Gas Co. to the lands of Strickland

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the 15 foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for seventy-five and no/100 -- Dollars ($75.00) within six months from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

John L. Bobo

H. D. Wessinger

A. J. Barwick (SEAL)
by: Mrs. A.J.Barwick

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

3/14/62 - 9 AM

Form RW-Gas 1 (10-61)

DEEDS

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State of South Carolina,
Colleton
County of } ss

Personally appeared before me John L. Bobo and made oath that he saw the within named A. J. Barwick (by Mrs. A. J. Barwick)

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with H. D. Wessinger in the presence of each other, witnessed the due execution thereof.

Sworn to before me this 30th day of February 1962, 19

H.D. Wessinger
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
County of Colleton } ss

RENUNCIATION OF DOWER

I, John L. Bobo, do hereby certify unto all whom it may concern that Mrs. Lizzie S. Barwick, the wife of the within named A. J. Barwick, 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Lizzie S. Barwick

Given under my hand and seal this 20th day of February 1962, 19

John L. Bobo (seal affixed)
Notary Public for S. C.

RIGHT OF WAY GRANT

Line:
County:

TO

South Carolina Natural Gas Company

Dated: , 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 , at o'clock in the noon and recorded in Book of Deeds for said County on page

287

INDENTURE, made this 23rd day of February 1962, 19 ____, by and between Clinton O. Gregory

732 Exeter Hall Ave., Baltimore, 18, Md.

of the township of Verdier, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

Said tract contains 8 acres, more or less, and being the same tract conveyed to grantor by E. F. Driggors, bounded on the north, Fender: East, W. C. Gregory, South W. M. Smoak, and west Fender & Smoak,

Right of way enters grantors land from the lands ofFender thence extending across grantors land in a southerly direction and paralleling the eastern side of St. George - Walterboro right of way now owned by South Carolina Electric & Gas Co. to the lands of Smoak.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the 2 foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for Forty and no/100 Dollars ($ 40.00) within six months from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

Ruth Saunders

Gerald S. Smoak

Clinton O. Gregory (SEAL)

(SEAL)

(SEAL)

(SEAL)

3/14/62 - 9 AM (SEAL)

(SEAL)

(SEAL)

Form RW-Gas 1 (10-61)

DEEDS

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State of South Carolina,
County of Colleton } ss

Personally appeared before me Ruth Saunders and made oath that he saw the within named Clinton O. Gregory sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Gerald C. Smoak in the presence of each other, witnessed the due execution thereof.

Ruth Saunders

Sworn to before me this 5th day of March 1962, 19

Gerald C. Smoak Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me and made oath that saw the within named by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
County of } ss

RENUNCIATION OF DOWER

I, , do hereby certify unto all whom it may concern that Mrs. , the wife of the within named , 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also 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 day of , 19

Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Natural Gas Company

Dated: , 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

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INDENTURE, made this 23rd day of February 1962, 19 ____, by and between

W. M. Smoak
Walterboro, S. C. Rt #3

of the Township of Vardier, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of Fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

Said tract contains 100 acres, more or less, and being a part of the 192 acre tract conveyed to grantor by D. H. Yarley, bounded on the north by Fender & Grogory; East - Gregory et al, South F. M. Smoak, West Strickland estate et al.

~~Right of way enters grantors land from the lands of Gregory, thence~~ extending across grantors land in a southerly direction and paralleling the eastern side of St. George-Walterboro right of way now owned by South Carolina Electirc & Gas Co. to the lands of F. M. Smoak.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the 15 foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for One hundred fifty and no/100 --- Dollars ($ 150.00) within six months from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

Gerald S. Smoak

John L. Bobo

W. M. Smoak (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

3/14/62 - 9 AM

Form RW-Gas 1 (10-61)

DEEDS

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State of South Carolina,
County of Colleton } ss

Personally appeared before me Gerald C. Smoak and made oath that he saw the within named W. M. Smoak

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with John L. Bobo in the presence of each other, witnessed the due execution thereof.

Gerald C. Smoak

Sworn to before me this 23rd day of February 1962, 19

John L. Bobo

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

State of South Carolina,
County of Colleton } ss

RENUNCIATION OF DOWER

I, Gerald C. Smoak, do hereby certify unto all whom it may concern that Mrs. Bettie B. Smoak, the wife of the within named W. M. Smoak, 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Bettie B. Smoak

Given under my hand and seal this 23rd day of February 1962, 19

Gerald C. Smoak (seal affixed)

Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Natural Gas Company

Dated: , 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 o'clock in the noon and recorded in Book of Deeds for said County on page

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INDENTURE, made this 15th day of February, 19 62, by and between Mrs. Effie B. Fox

Canadys, S. C.

of the township of Verdier, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

~~Said tract contains 15 acres, more orless, and being the same land conveyed to grantor from the estate of the late B. A. Bennett;~~ Bounded on north Hwy No. 61; East Lightsey, South Heatly, West, R & Bank Canal. Right of way enters grantors' land from Hwy No. 61 thence extending across grantors' land in a southerly direction and paralleling the ~~eastern side of St. George-Walterboro right of way now owed by~~ South Carolina Electric & Gas Co. to the lands of Heatly.

Lineal ft. distance acorss property 739 more or less.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the 15 foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way..

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for Sixty-five and no/100 - Dollars ($ 65.00) within ~~months~~ from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

John L. Bobo

M. C. Wessinger

Effie B. Fox (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

3/14/62 - 9 AM

Form RW-Gas 1 (10-61)

DEEDS

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State of South Carolina,
County of Colleton } ss

Personally appeared before me John L. Bobo and made oath that he saw the within named Effie B. Fox sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with H. D. Wessinger in the presence of each other, witnessed the due execution thereof.

John L. Bobo

Sworn to before me this 15th day of February, 19 62

H. D. Wessinger
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me and made oath that saw the within named by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this day of A. D., 19

(L. S.)

State of South Carolina,
County of } ss

RENUNCIATION OF DOWER

I, , do hereby certify unto all whom it may concern that Mrs. , the wife of the within named , 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also 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 day of , 19

Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Natural Gas Company

Dated: , 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

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INDENTURE, made this 7th day of February 1962, 19 ____, by and between
W.E.Fender & Marie B. Fender

Canadys, S. C.
township Verdier Colleton
of the ____ of ____, County of ____ and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

Said tract contains 184 acres, more or less, and being the same tract conveyed to grantor by Jewell D. Garrett, bounded on the north Mathews; East Highway No. 15, South Smoak, West Red Bank Canal

Right of way enters grantors land from the lands of Mathews thence extending across grantos land in a southerly direction and paralleling the eastern side of St. George Walterboro right of way now owned by South Carolina Electric & Gas Co. to the lands of Smoak.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the 15 foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for Two hundred fifty and no/100- Dollars ($250.00-) within 6 months from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

John L. Bobo

H. D. Wessinger

W. E. Fender (SEAL)

(SEAL)

Marie B. Fender (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

3/13/62- 9AM

Form RW-Gas 1 (10-61)

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State of South Carolina,
County of Colleton } ss

Personally appeared before me John L. Bobo and made oath that he saw the within named W.E.Fender and Marie B. Fender sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with H. D. Wessinger in the presence of each other, witnessed the due execution thereof.

John L. Bobo

Sworn to before me this 7th day of February 1962, 19

H. D. Wessinger Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of, 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me and made oath that saw the within named by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this day of A. D., 19

(L. S.)

State of South Carolina,
County of Colleton } ss

RENUNCIATION OF DOWER

I, John L. Bobo, do hereby certify unto all whom it may concern that Mrs. Marie B. Fender, the wife of the within named W. E. Fender, 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Marie B. Fender

Given under my hand and seal this 7th day of February 1962, 19

John L. Bobo (seal affixed)

Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Natural Gas Company

Dated: , 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 o'clock in the noon at and recorded in Book of Deeds for said County on page

BOOK 126

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INDENTURE, made this 8th day of Feb. 1962, 19 ____, by and between Evelyn B. Carter

Walterboro, S. C., RFD 2

of the township of Verdier, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

Said tract contains 72 acres, more orless, and being the same tract ~~conveyed to grantor out of the estate of the late Acrabell Gatch Bailey,~~ bounded on the north by E.L.Bailey, East Adams, South Langdale, West Rentz.

Right of way enters grantors land from the lands of Bailey and Rentz, ~~thence extending across grantos land in a southerly direction and paralleling~~ the eastern sideof St. George-Walterboro right of way now owned by South Carolina Electric & Gas Co. to the lands of Langdale.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the ~~15~~ foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for One hundred and no/100 -- Dollars ($~~100.00~~) within ~~six months~~ from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

Kirby Carter

John L. Bobo

Evelyn B. Carter (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

3/14/62 - 9 AM

Form RW-Gas 1 (10-61)

DEEDS

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State of South Carolina,
County of Colleton } ss

Personally appeared before me Kirby Carter and made oath that he saw the within named Evelyn B. Carter sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with John L. Bobo in the presence of each other, witnessed the due execution thereof.

Kirby Carter

Sworn to before me this 8th day of February 1962, 19

John L. Bobo (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County. } ss

Personally appeared before me _____ and made oath that he saw the within named _____ sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with _____ in the presence of each other, witnessed the due execution thereof.

Sworn to before me this _____ day of _____, 19____

_____
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County.

Personally appeared before me _____ and made oath that _____ saw the within named _____ by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19____

_____ (L. S.)

State of South Carolina,
County of _____ } ss

RENUNCIATION OF DOWER

I, _____, do hereby certify unto all whom it may concern that Mrs. _____, the wife of the within named _____, 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also 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 _____ day of _____, 19____

_____
Notary Public for S. C.

Line: _____
County: _____

RIGHT OF WAY GRANT

TO

South Carolina Natural Gas Company

Dated: _____, 19____

Received in the Clerk's Office of the County of _____ South Carolina, on the _____ day of _____ A. D. 19____ at _____ o'clock in the _____ noon and recorded in Book _____ of Deeds for said County on page _____

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INDENTURE, made this 8th day of February 1962, 19 ____, by and between H. B. Langdale

Walterboro, S. C., Rt. 2,

of the township of Verdier, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

~~Said tract containg 75 acres, more or less, and being the same tract~~ conveyed to grantor out of the estate of the late H. B. Langdale, Sr., Bounded on the north Carter, East Carter, South Jones, West Jones and Langdale.

~~Right of way enters xxx grantors' land from the lands of Carter thence~~ extending across grantors' land in a southerly direction and paralleling the eastern side of St. George-Walterboro right of way now owned by South Carolina Electric & Gas Co. to the lands of Jones

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the 15 foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for one hundred and no/100 -- Dollars ($ 100.00) within six months from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

John L. Bobo

H. D. Wessinger

H.B.Langdale (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

3/14/62 - 9 AM

Form RW-Gas 1 (10-61)

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State of South Carolina,
County of Colleton } ss

Personally appeared before me John L. Bobo and made oath that he saw the within named H. B. Langdale sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with H. D. Wessinger in the presence of each other, witnessed the due execution thereof.

John L. Bobo

Sworn to before me this 8th day of February 1962, 19

H. D. Wessinger
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me and made oath that saw the within named by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this day of A. D., 19

(L. S.)

State of South Carolina,
County of Colleton } ss

RENUNCIATION OF DOWER

I, John L. Bobo, do hereby certify unto all whom it may concern that Mrs. Mamie Lou C. Langdale, the wife of the within named H. B. Langdale, 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Mamie Lou C. Langdale

Given under my hand and seal this 8th day of February 1962, 19

John L. Bobo (seal affixed)
Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Natural Gas Company

Dated: , 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 o'clock in the noon and recorded in Book of Deeds for said County on page

299

INDENTURE, made this 9th day of February 1962, 19 ____, by and between

Mrs. Bessie B. Hiott

Canadys, S. C.,

of the township of Cordier, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

A tract of land known as the Rubin Henderson tract, and being the same tract conveyed to grantor from the estate of the late T. J. Hiott bounded on the north - Strickland; East - grantor, South @ Rentz West, Carter.

Right of way enters grantos' land from the lands of Strickland thence extending across grantors' land in a southerly direction and paralleling the eastern side of St. George-Walterboro right of way now onwed by SouthCarolina Electric & Gas Co. to the lands of Rentz.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the 25 foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for Forty dollars Dollars ($40.00) within six months from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

E. Frances Hiott
John L. Bobo

Bessie H. Hiott (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

3/14/62 - 9 AM

Form RW-Gas 1 (10-61)

309

State of South Carolina,
County of Colleton } ss

Personally appeared before me E. Frances Hiott and made oath that he saw the within named Bessie B. Hiott

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with John L. Bobo in the presence of each other, witnessed the due execution thereof.

E. Frances Hiott

Sworn to before me this 9th day of February 1962, 19

John L. Bobo
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
County of } ss

RENUNCIATION OF DOWER

I, , do hereby certify unto all whom it may concern that Mrs. , the wife of the within named , 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also 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 day of , 19

Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Natural Gas Company

Dated: , 19

Received in the Clerk's Office of the County of , South Carolina, on the day of A. D. 19 , at o'clock in the noon and recorded in Book of Deeds for said County on page

301

INDENTURE, made this 9th day of February 1962, 19 ____, by and between

Mrs. Bessie B. Hiott
Canadys, S. C.

of the township of Verdier, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tleovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or subatances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

Said tract contains 10 acres, more or less, and being the same tract conveyed to grantor from the estate of the late T. J. Hiott; bounded on the north - South Carolina Electric & Gas Co., East - grantor, South - Hwy No. 61, West South Carolina Electric & Gas Co.

Right of way enters grantors' land from the lands of South Carolina Electric & Gas Co., thence extending across grantor's land in a southerly direction and paralleling the eastern side of St. George-Walterboro right of way owned by South Carolina Electric & Gas Co. to Hwy No. 61.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the ___ foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for Seventy-five dollars Dollars ($ 75.00) within 6 months from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

E. Frances Hiott

John L. Bobo

Bessie B. Hiott (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

3/14/62 - 9 AM

Form RW-Gas 1 (10-61)

DEEDS

302

State of South Carolina,
County of Colleton } ss

Personally appeared before me E. Frances Hiott and made oath that he saw the within named Bessie B. ~~Makakk~~ Hiott

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with John L. Bobo in the presence of each other, witnessed the due execution thereof.

E. Frances Hiott

Sworn to before me this 9th day of February 1962, 19

John L. Bobo
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
County of } ss

RENUNCIATION OF DOWER

I, , do hereby certify unto all whom it may concern that Mrs. , the wife of the within named , 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also 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 day of , 19

Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Natural Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

303

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Walterboro Gas Line

ACCT. NO. 16

CHECK NO. 1286

March 8, 1962 19

The undersigned hereby acknowledges receipt of timely payment of

Forty and no/100 -½ --- Dollars ($ 40.00),

as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated February 23, 1962, 19, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Gerald C. Smoak

John L. Bobo

Clinton O. Gregory (SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton } ss

Personally appeared before me Gerald C. Smoak and made oath that he saw the within named Clinton O. Gregory sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L. Bobo in the presence of each other, witnessed the due execution thereof.

Gerald C. Smoak

Sworn to before me this 8th day of March 1962, 19

John L. Bobo

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County. }

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this

day of A. D., 19

(L. S.)

Notary Public for

Receipt Gas Form 2 (5-58)

3/14/62 - 9 AM

2.04

Line:.....

County:.....

RECEIPT FOR RIGHT OF WAY PAYMENT

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.....

.....

TO

South Carolina Natural Gas Company

Dated:....., 19.....

Received in the Clerk's Office of the County of.....,

South Carolina, on the.....

day of..... A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on Page.....

305

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Walterboro Gas Line

ACCT. NO. 16

CHECK NO. 1274

February 15, 1962

The undersigned hereby acknowledges receipt of timely payment of Sixty-five and no/100 -- Dollars ($ 65.00),

as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated February 15, 1962, 19____, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

John L. Bobo — Effie B. Fox (SEAL)

H. D. Wessinger — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me John L. Bobo and made oath that he saw the within named Effie B. Fox sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with H. D. Wessinger in the presence of each other, witnessed the due execution thereof.

John L. Bobo

Sworn to before me this 15th day of February 1962, 19____

H. D. Wessinger Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County, }

Personally appeared before me _____ and made oath that _____ saw the within named _____ by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19____

_____ (L. S.)

Notary Public for _____

Receipt Gas Form 2 (5-58)

Recorded 3/14/62 - 9 AM

306

DEEDS

Line:.....

County:.....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

TO

South Carolina Natural Gas Company

Dated:....., 19.....

Received in the Clerk's Office of the County of .....

South Carolina, on the.....

day of..... A. D. 19.....

at.....o'clock in the.....

and recorded in Book.....of Deeds for said County on Page.....

BOOK 126

307

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Walterboro Gas Line

ACCT. NO. 16

CHECK NO. 1523

February 27, 1962 19

The undersigned hereby acknowledges receipt of timely payment of One hundred fifty and no/100 --- 150.00 Dollars ($),

as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated February 23, 1962, 19, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

John R. Bobo — W. M. Smoak (SEAL)

Faye M. Whetsell — (SEAL)

Stamps: S. C. $1.00 (SEAL)

Fed. .55 (SEAL)

State of South Carolina, } ss
County of Colleton }

Personally appeared before me John L. Bobo and made oath that he saw the within named W. M. Smoak sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Faye M. Whetsell in the presence of each other, witnessed the due execution thereof.

John L. Bobo

Sworn to before me this 27th day of February 1962, 19

Faye M. Whetsell

Notary Public for S. C.

STATE OF SOUTH CAROLINA, } ss
County:

Personally appeared before me and made oath that saw the within named by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this day of A. D., 19

(L. S.)

Notary Public for

3/14/62 - 9 AM

Receipt Gas Form 2 (5-58)

Line:.....

County:.....

RECEIPT FOR RIGHT OF WAY PAYMENT

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.....

.....

TO

South Carolina Natural Gas Company

Dated:....., 19.....

Received in the Clerk's Office of the County of.....

South Carolina, on the.....

day of..... A. D. 19.....

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on Page.....

309

STATE OF SOUTH CAROLINA)
) CONTRACT OF SALE
COUNTY OF COLLETON)

RECEIVED from George R. Beckett, of Walterboro, South Carolina, the sum of One and No/100 ($1.00) Dollars, as a part payment on account of the purchase of the property hereinafter described, to-wit:

ALL that certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in Hampton Drive Subdivision, near the Town of Walterboro, in Colleton County, South Carolina, known and designated at Lot No. Sixty-nine (69) on a plat of said Hampton Drive Subdivision made by S. S. Snook, Registered Surveyor, dated March 6, 1948, said lot measuring One Hundred (100') feet on its Northern and Southern boundary lines, and One Hundred Fifty (150') feet on its Eastern and Western boundary lines, be the said measurements, more or less, and being bounded on the North by Lot No. 86 of said subdivision as shown on said plat above referred to; on the East by Lot No. 70 as shown on said plat; on the South by Second Street; and on the West by lot No. 68 as shown on said plat. Being the same lot of land conveyed to A. J. Bunton by Deed of Calhoun Thomas, Jr. dated August 28, 1957, recorded in Deed Book ___, Page ____, Colleton County.

This is the property conveyed by A. J. Bunton to Calhoun Thomas, February , 1962, Deed Book 130, Page 239, Colleton County.

An additional consideration for the within Contract of Sale is the agreement on the part of George R. Beckett to make the necessary repairs, improvements and alterations within a period of ninety days of this date, which are now needed to be made to the dwelling located on the above described property.

Upon the payment unto Calhoun Thomas of Beaufort, South Carolina, of the further sum of Six Thousand Nine Hundred and No/100 ($6,900.00) Dollars, with interest from date at the rate of six (6%) percent per annum, until paid in full; subject to the recitals hereinafter set forth, the said Calhoun Thomas, Seller, covenants and agrees, and binds himself and his heirs, executors, administrators and assigns, to convey the above described property unto the said George R. Beckett, his heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple warranty, free from encumbrances. The said principal and interest shall be payable at Beaufort, South Carolina, in monthly installments of

C. Thomas

See this Book Page 475 for Cancellation of this Contract

Recorded March 16 - 1962

DEEDS

309A

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON) CONTRACT OF SALE

RECEIVED from George R. Beckett, of Walterboro, South Carolina, the sum of One and No/100 ($1.00) Dollars, as a part payment on account of the purchase of the property hereinafter described, to-wit:

All that certain plane, parcel or lot of land with all improvements thereon, situate, lying and being in Hampton Drive Subdivision, near the Town of Walterboro, in Colleton County, South Carolina, known and designated at Lot No. Sixty-nine (69) on a plat of said Hampton Drive Subdivision made by C. C. Snook, Registered Surveyor, dated March 6, 1946, said lot measuring One Hundred (100') feet on its Northern and Southern boundary lines, and One Hundred Fifty (150') feet on its Eastern and Western boundary lines, by the said measurements, more or less, and being bounded on the North by Lot No. 66 of said subdivision as shown on said plat above referred to; on the East by Lot No. 70 as shown on said plat; on the South by Ground Street; and on the West by Lot No. 68 as shown on said plat. Being the same lot of land conveyed to A. J. Buxton by Deed of Calhoun Thomas, Jr. dated August 26, 1937, recorded as Deed Book ___, Page ___, Colleton County.

This is the property conveyed by A. J. Buxton to Calhoun Thomas, February , 1942, Deed Book 130, Page 230, Colleton County.

An additional consideration for the within Contract of Sale is the agreement on the part of George R. Beckett to make the necessary repairs, improvements and alterations within a period of ninety days of this date, which are now needed to be made to the dwelling located on the above described property.

Upon the payment unto Calhoun Thomas of Beaufort, South Carolina, of the further sum of Six Thousand Nine Hundred and No/100 ($6,900.00) Dollars, with interest from date at the rate of six (6%) percent per annum, until paid in full; subject to the recitals hereinafter set forth, the said Calhoun Thomas, Seller, covenants and agrees, and binds himself and his heirs, executors, administrators and assigns, to convey the above described property unto the said George R. Beckett, his heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple warranty, free from encumbrances. The said principal and interest shall be payable at Beaufort, South Carolina, in monthly installments of

309B

Fifty and No/100 ($50.00) Dollars each, commencing on the first day of May, 1962, and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) percent per annum. The said monthly payments are to be applied as follows, to-wit: First, to the payment of interest due on the said Contract of Sale, computed monthly. Second, to the payment by the said Calhoun Thomas, of such taxes, assessments, or insurance as shall from time to time become due on the property pledged to secure this Contract of Sale during the terms thereof, with interest thereon at the rate of six percent (6%) per annum. Third, the balance of the said amount to the payment to that extent as a credit as of that date on the principal of this obligation. Said payments to continue until the principal and interest, taxes and insurance, with interest as herein provided, are paid in full.

The Grantee agrees to pay for the documentary stamps to be affixed to the Deed in connection with this Agreement.

It is understood and agreed that the within George R. Beckett shall have the use of the above described premises from this date pending the performance of the terms of the within Contract by him. Upon failure of the said George R. Beckett to comply with the terms hereof and the recitals herein contained, the said Calhoun Thomas, his heirs and assigns, is to have the right to retain the amount, or amounts, paid under the terms of this Contract, and to enforce the performance of this Contract according to Law.

IN WITNESS WHEREOF the parties hereto have interchangeably set their Hands and Seals this 13 day of March, 1962.

Myrtle G. Epps
Maryann T. Brown
Evelyn L. Crosby
R. Eugene Black

Calhoun Thomas (SEAL)
Calhoun Thomas, Seller

George R. Beckett (SEAL)
George R. Beckett, Purchaser

DEEDS

3096

-Page Two-

Fifty and No/100 ($50.00) Dollars each, commencing on the first day of May, 1962, and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) percent per annum. The said monthly payments are to be applied as follows, to-wit: First, to the payment of interest due on the said Contract of Sale, computed monthly. Second, to the payment by the said Calhoun Thomas, of such taxes, assessments, or insurance as shall from time to time become due on the property pledged to secure this Contract of Sale during the terms thereof, with interest thereon at the rate of six percent (6%) per annum. Third, the balance of the said amount to the payment to that amount as a credit as of that date on the principal of this obligation. Paid payments to continue until the principal and interest, taxes and insurance, with interest as herein provided, are paid in full.

The Grantee agrees to pay for the documentary stamps to be affixed to the Deed in connection with this Agreement.

It is understood and agreed that the within George P. Beckett shall have the use of the above described premises from this date pending the performance of the terms of the within Contract by him. Upon failure of the said George P. Beckett to comply with the terms hereof and the recitals herein contained, the said Calhoun Thomas, his heirs and assigns, is to have the right to retain the amount, or amounts, paid under the terms of this Contract, and to enforce the performance of this Contract according to Law.

IN WITNESS WHEREOF the parties hereto have interchangeably set their hands and seals this 17 day of March, 1962.

(SEAL)
Calhoun Thomas, Seller

(SEAL)
George E. Beckett, Purchaser

309D

STATE OF SOUTH CAROLINA,
BEAUFORT COUNTY.

Personally appeared before me Marjorie T. Brown
and made oath that she saw the within-named Calhoun Thomas
sign, seal, and, as his act and deed, deliver the within-written Contract; and that she
with Myrtle G. Epps witnessed the execution thereof.

Sworn to before me this 13th
day of March, A. D. 1962
Myrtle G Epps (L. S.)
Notary Public for South Carolina

Marjorie T. Brown

STATE OF SOUTH CAROLINA,
BEAUFORT COUNTY.

Personally appeared before me Evelyn L. Crosby
and made oath that she saw the within-named George R. Beckett
sign, seal, and, as his act and deed, deliver the within-written Deed; and that
with M. Eugene Black witnessed the execution thereof.

Sworn to before me this
14 day of March, A. D. 1962
M. Eugene Black (L. S.)
Notary Public for South Carolina

Evelyn L. Crosby

310

311

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys, Walterboro Gas Line

ACCT. NO. 16

CHECK NO. 1292 March 21, 1962, 19

The undersigned hereby acknowledges receipt of timely payment of

Three hundred and no/100 --- Dollars ($300.00),

as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated March 21, 19 62 to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Athalee R. Heape

Gerald C. Smoak

Vernelle R. Carter (SEAL)

Robert W. Carter (SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton

Personally appeared before me Athalee R. Heape and made oath that he saw the within named Vernelle R. Carter & Robert W. Carter, their sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Gerald C. Smoak in the presence of each other, witnessed the due execution thereof.

Athalee R. Heape

Sworn to before me this 21st day of March 1962, 19

Gerald C. Smoak

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this

day of A. D., 19

(L. S.)

Notary Public for

3/22/62 - 12 M

Receipt Gas Form 8 (5-58)

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

TO

South Carolina Natural Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....

South Carolina, on the .....

day of ..... A. D. 19.....,

at ..... o'clock in the .....

and recorded in Book ..... of Deeds

for said County on Page .....

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DEEDS

INDENTURE, made this 21st day of March, 19 62, by and between

Vernelle R. Carter and Robert W. Carter

of the town of Walterboro, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

ALL that piece, parcel or tract of land, containing ninety-three (93) acres, more of less, situate in Wolfe Creek School District, Colleton County, South Carolina, being described as follows: On the north by lands, now or formerly of R. D. Fox; on the east by Highway No. 15-A; on the south by lands of Hyde Park Subdivision, Inc., and on the west by lands, now or formerly of R. Bryan.

A twenty-five and one-half (25½) acre tract of the above described ninety-three (93) acres has been conveyed to the grantor Robert W. Carter, by the said Vernelle R. Carter by deed dated 16 January 1961, recorded in deed book 128, at page 142 in the RMC Office for Colleton County, and is described as follows: Bounded on the north by Vernelle R. Carter; on the east by Highway No. 15-A; measuring four hundred eighty-six and one-half (486½) an feet on said highway; on the south by Hyde Park Subdivision; and on the west by Vernelle R. Carter.
Right-of-way etners grantors' land from the lands, now or formerly of Fox; thence extending across grantors' land in a southerly direction paralleling the eastern side of St. George-Walterboro right-of-way, now owned by South Carolina Electric & Gas Company, to the lands of Hyde Park Subdivision, Inc.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the 15 foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for Three hundred and no/100 -- Dollars ($300.00) within 30 days from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

Athalee R. Heape

Gerald C. Smoak

Vernelle R. Carter (SEAL)

Robert W. Carter (SEAL)

(SEAL)

Recorded 22nd March 1962 - 12 M (SEAL)

(SEAL)

(SEAL)

(SEAL)

Form RW-Gas 1 (10-61)

314

State of South Carolina,
County of Colleton } ss

Personally appeared before me Athalee R. Heape and made oath that she saw the within named Vernelle R. Carter and Robert W. Carter their sign, seal and as their act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Gerald C. Smoak in the presence of each other, witnessed the due execution thereof.

Athalee R. Heape

Sworn to before me this 21st day of March 1962, 19

Gerald C. Smoak
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
County of } ss

RENUNCIATION OF DOWER

I, , do hereby certify unto all whom it may concern that Mrs , the wife of the within named , 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also 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 day of , 19

Notary Public for S. C.

Recorded 3/22/62 - 12 M

RIGHT OF WAY GRANT

Line:
County:

TO

South Carolina Natural Gas Company

Dated: , 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

315

STATE OF SOUTH CAROLINA,)
COUNTY OF COLLETON.)

RIGHT-OF-WAY EASEMENT -

KNOW ALL MEN BY THESE PRESENT, that (I) (we), the undersigned, P. J. Maxey and Sara B. Maxey (wife of the within named owner) for a good and valuable consideration to wit: the access to the electric power and its attendant benefits do hereby grant unto the Coastal Electric Cooperative, Incorporated, a cooperative corporation, whose address is Walterboro, South Carolina, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Colleton, State of South Carolina, and more particularly described as follows: All that piece, parcel or tract of land situate lying and being in ~~Colleton~~ County, State of South Carolina, measuring and containing 20 acres, more or less and bounded on the North by Vernelle R. Carter & R. W. Carter; on the East by Berry & Hiers; on the West by C.E.Craven, Jr.,; on the South by Paved road.; and to construct, operate and maintain on the above described lands and or in or upon all streets; roads or highways abutting said lands, and electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system.

The undersigned covenant(s) that he (is) (are) the owner(s) of the above described lands and that said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

Recorded 3/23/62 - 11 AM

3/23/62 - 11am

3:15A

315B

Mortgagee: Farmers and Merchants Bank

Taxes: none

Judgements: none

Other:

IN WITNESS WHEREOF, the undersigned have set their hand (s) and seal (s) this 19th day of March 1962, 19 ___

P. J. Maxey (L.S.)

Signed, sealed and delivered in the presence of (L.S.)

Robert W. Carter

Thomas A. Godwin

STATE OF SOUTH CAROLINA,)
COUNTY OF COLLETON.)

Personally appeared before me Robert W. Carter who, being duly sworn says that he saw the within named P. J. Maxey and Sara B. Maxey sign, seal and as their act and deed deliver the foregoing written instrument and that he with Thomas A. Godwin witnessed the execution thereof.

SWORN to before me this 20th day of March, 19 1962

Percy W. Townsend (L.S.)

NOTARY PUBLIC FOR SOUTH CAROLINA

Robert W. Carter

315 C

315D

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

RENUNCIATION OF DOWER

I, Percy W. Townsend a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Sara B. Maxey, the wife of the within named P. J. Maxey 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 relingquish unto the within named Coastal Electric Cooperative, Incorporated, a cooperative corporation, 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 20th day of March Anno Domini, 19 62.

Percy W. Townsend (SEAL)

Notary Public for South Carolina

Sarah B. Maxey

316

INDENTURE, made this 23rd day of February 1962, 19 ____, by and between

F. M. Smoak and Ann D. Smoak
Walterboro, S. C., Rt. #3

of the township of Vordier, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

Said tract contains 100 acres, more or less, and being the same tract conveyed to grantors by W. M. Smoak, bounded on the north; W. M. Smoak East Strickland et al, South Strickland et al; West, Strickland.

Right of way enters grantor's land from the lands of W. M. Smoak, thence extending across grantor's land in a southerly direction and paralleling the eastern side of St. George-Walterboro right of way now owned by South Crolina Electric & Gas Co. to the lands of W. W. Strickland Estate.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the 15 foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for one hundred fifty and no/100 Dollars ($ 150.00) within six months from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:
Gerald C. Smoak
John L. Bobo

F. M. Smoak (SEAL)
Ann D. Smoak (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Form RW-Cas 1 (10-61)

Recorded 3/28/62 - 9 AM

318

State of South Carolina,
County of Colleton } ss

Personally appeared before me Gerald C. Smoak and made oath that he saw the within named F. M. Smoak and Ann D. Smoak sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with John L. Bobo in the presence of each other, witnessed the due execution thereof.

Gerald C. Smoak

Sworn to before me this 23 day of February, 19 62

John L. Bobo
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me and made oath that saw the within named by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
County of Colleton } ss

RENUNCIATION OF DOWER

I, Gerald C. Smoak, do hereby certify unto all whom it may concern that Mrs. Ann D. Smoak, the wife of the within named F. M. Smoak; 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Ann D. Smoak

Given under my hand and seal this 23rd day of February 1962, 19

Gerald C. Smoak (Seal affixed)
Notary Public for S. C.

Line:
County:
RIGHT OF WAY GRANT

TO

South Carolina Natural Gas Company

Dated: , 19

Received in the Clerk's Office of the County of , South Carolina, on the day of , A. D. 19 , at o'clock in the noon and recorded in Book of Deeds for said County on page

319

INDENTURE, made this 20th day of March 1962, 19 ____, by and between Vernelle R. Carter, Robert W. Carter and O. C. Carter, Jr.,

Walterboro, S. C.,

of the township of Verdier, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

A tract of land containing 91 acres, more orless, and bounded as ~~follows: North S.N. Haws; East Pye; South Warren, and West Davis Herndon.~~ Right of way enters grantors land from the lands of the Pye, thence extending across grantors land in a southerly direction and paralleling the eastern side of St. George-Walterboro right of way, now owned by South Carolina Electric and Gas Co. to the lands of Herndon.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the 15 foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for Fifty and no/100 Dollars ($ 50.00) within 30 days from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

Athalee R. Heape
Gerald C. Smoak

Otis C. Carter, Jr., (SEAL)
Robert W. Carter (SEAL)
Vernelle R. Carter (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Form RW-Gas 1 (10-61)

3/27/62 - 12 M

320

State of South Carolina,
County of Colleton } ss

Personally appeared before me Athalee R. Heape and made oath that he saw the within named Otis C.Carter, Vernelle R.Carter and Robert W. Carter sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with ____ in the presence of each other, witnessed the due execution thereof.

Athalee R. Heape

Sworn to before me this 20th day of March 1962, 19__.
Gerald C. Smoak
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
____ County. } ss

Personally appeared before me ____ and made oath that he saw the within named ____ sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with ____ in the presence of each other, witnessed the due execution thereof.

Sworn to before me this ____ day of ____, 19__.
____
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
____ County.

Personally appeared before me ____ and made oath that ____ saw the within named ____ by the hand of ____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that ____ with ____ witnessed the execution thereof and subscribed ____ names as witnesses thereto.

Sworn to and subscribed before me, this ____ day of ____ A. D., 19__. (L. S.)

State of South Carolina,
County of Bamberg } ss

RENUNCIATION OF DOWER

I, William D. Rhoad, do hereby certify unto all whom it may concern that Mrs. Sylvia S. Carter, the wife of the within named Otis C.Carter, Jr., 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Sylvia S. Carter

Given under my hand and seal this 24th day of March 1962, 19__.
William D. Rhodd (seal affixed)
Notary Public for S. C.

RIGHT OF WAY GRANT

TO

South Carolina Natural Gas Company

Line: ____
County: ____
Dated: ____, 19__.

Received in the Clerk's Office of the County of ____ South Carolina, on the ____ day of ____ A. D. 19__ at ____ o'clock in the ____ noon and recorded in Book ____ of Deeds for said County on page ____

BOOK 126

321

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE ~~Canadys-Walterboro Gas Line~~ 16

ACCT. NO. 16

CHECK NO. 1291

March 21, 1962 19

The undersigned hereby acknowledges receipt of timely payment of Fifty and no/100 -- Dollars ($ 50.00), as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated March 20, 1962, 19, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

O.C.Carter (estate)

WITNESS:

~~Athalee~~ Athalee R. Heape
Gerald C. Smoak

by: Vernelle R. Carter (SEAL)
Executrix
(SEAL)
(SEAL)
(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me Athalee R. Heape and made oath that he saw the within named Vernelle R.Carter sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with ~~Athalee~~ Gerald C. Smoak in the presence of each other, witnessed the due execution thereof.

Athalee R. Heape

Sworn to before me this 21 day of March 1962, 19
Gerald C. Smoak
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me and made oath that saw the within named by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within-written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public for

3/27/62 - 12 M

Receipt Gas Form 2 (5-58)

3322

DEEDS

Line:.....

County:.....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

TO

South Carolina Natural Gas Company

Dated:....., 19.....

Received in the Clerk's Office of the County of.....

South Carolina, on the.....

day of..... A. D. 19.....

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on Page.....

327

INDENTURE, made this 19th day of February 1962, 19 ____, by and between W. G. Mathews, 3305B Kraft Ave., Charleston, S. C., and

Alma Mathews, 2136 Cortez Lane, Sacramento, California

of the township of Verdier, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

A tract of land containing 25 acres, more orless, bounded on the north: Turnipseed; East Hwy No. 15; South Fender; West, Red Bank Canal.

Right of way enters grantor's land from the lands of Turnipseed thence extending across grantor's land in a southerly direction and paralleling the eastern side of St. George-Walterboro right of way now owned by South Carolina Electric and Gas Co., to the lands of Fendor.

It is also understood and agreed between the grantor's that the money will be equally divided between them.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the 15 foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for One hundred and no/100 Dollars ($ 100.00) within six months from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

John L. Bobo

H. D. Wessinger

W. G. Matthews (SEAL)

Alma L. Matthews (SEAL)

(SEAL)

(SEAL)

(SEAL)

3/27/62 - A. B. Crosby, Clerk (SEAL)

(SEAL)

Form RW-Gas 1 (10-61)

DEEDS

324

State of South Carolina,
County of Colleton } ss

Personally appeared before me John L. Bobo and made oath that he saw the within named W. G. Mathews & Alama L. Mathews sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with H. D. Wessinger in the presence of each other, witnessed the due execution thereof.

John L. Bobo

Sworn to before me this 19th day of February 1962, 19

H. D. Wessinger
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me and made oath that saw the within named by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this day of A. D., 19 (L. S.)

State of South Carolina,
County of } ss

RENUNCIATION OF DOWER

I, , do hereby certify unto all whom it may concern that Mrs. , the wife of the within named , 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also 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 day of , 19

Notary Public for S. C.

Line:
County:
RIGHT OF WAY GRANT
TO
South Carolina Natural Gas Company
Dated: , 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

325

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Walterboro Gas Line

ACCT. NO. 16

CHECK NO. 1288 March 8, 1962, 19

The undersigned hereby acknowledges receipt of timely payment of Fifty and no/100 ---- Dollars ($ 50.00),

as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated February 19, 1962, 19, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

John L. Bobo

H. D. Wessinger

W. G. Mathews (SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me John L. Bobo and made oath that he saw the within named W.G.Mathews sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with H. D. Wessinger in the presence of each other, witnessed the due execution thereof.

John L. Bobo

Sworn to before me this 8th day of March 1962, 19

H. D. Wessinger Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me and made oath that saw the within named by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public for

Recorded 27th March 1962 - 2 PM

Receipt Gas Form 8 (5-58)

326

Line:.....

County:.....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

TO

South Carolina Natural Gas Company

Dated:....., 19.....

Received in the Clerk's Office of the County of.....

South Carolina, on the.....

day of..... A. D. 19.....

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on Page.....

STATE HIGHWAY DEPARTMENT
Walterboro, S. C.
April 3, 1962

From: South Carolina State Highway Department

To: Whom it May Concern

Subject: Cancellation of deed No. 5478, H. M. Fripp, Lessor and The South Carolina State Highway Department, Deed dated November 1, 1961.

The South Carolina State Highway Department hereby cancels and releases any and all claims to subject deed which is recorded in the Clerk of Court Office, Colleton County, South Carolina, Subject Deed was recorded on the 16th day of November AD 1961, in book 126, page 267, at 11 o'clock A. M. by A. B. Crosby, Clerk of Court, Colleton County, South Carolina.

Subject Deed was submitted on South Carolina State Highway Department Form No. 2090, Lease, Borrow and Material Pit.

Cancellation of subject Deed is effective April 3, 1962.

C. C. Hogan

The State of South Carolina
County of Colleton

Personally appeared before me C. C. Hogan (representative of The South Carolina State Highway Department) on this 3rd day of April 1962, the said named to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same, and being duly sworn by me, made oath that the information contained in foregoing instrument is true and correct.

(Signature of Notary Public) J. B. Pinckney
Notary Public
My commission expires at the pleasure of the Governor.

Recorded 4/4/62 9 AM

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DEEDS

329

INDENTURE, made this 19th day of April, 19 62, by and between

Lee J. Perry, T. D. Hiers, and Hyde Park, Inc.

of the Township of Verdier, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

Right of way enters lands of Grantors from the northern property lines of a tract known as Hyde Park Subdivision from lands of Carter, thence extends generally in a southerly direction across Grantors lands to the southern property line and is parallel with and adjacent to the eastern edge of the St. George-Walterboro Lb KV power line right-of-way as secured on April 27, 1937. It is understood and agreed by the parties hereto that payment for this Right-of-way is to be made to Thomas H. Howell, Jr., Attorney, for the benefit of all.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the 15 foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for One Thousand Five Hundred and no/100 Dollars ($ 1,500.00) within 30 days from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

HYDE PARK, INC.

By: _____ (SEAL)
President

_____ (SEAL)

By: _____ (SEAL)
Secretary

_____ (SEAL)

_____ (SEAL)
Lee J. Perry

_____ (SEAL)

_____ (SEAL)
T. D. Hiers

Form RW-Gas 1 (10-61)

4 P.M.
4-20-62

329A

State of South Carolina,
County of Colleton

Personally appeared before me Linda Bradshaw and made oath that he saw the within named T. D. Hiers, Lee J. Berry, and Hyde Park, Inc.

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Thomas M. Howell, Jr. in the presence of each other, witnessed the due execution thereof.

Linda Bradshaw

Sworn to before me this 19th day of April, 1962

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

State of South Carolina,
County of Colleton

RENUNCIATION OF DOWER

I, Thomas M. Howell, Jr., do hereby certify unto all whom it may concern that Mrs. Gloria J. Berry and Constance P. Hiers, the wife of the within named Lee J. Berry and T. D. Hiers, 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Constance P. Hiers
Gloria J. Berry

Given under my hand and seal this 19th day of April, 1962

Notary Public for S. C.

RIGHT OF WAY GRANT

TO

South Carolina Natural Gas Company

Line:
County:
Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

D E E
329B

At a duly called meeting of the Board of Directors of Hyde Park, Inc. it was unanimously adopted that a Fifteen (15') foot wide right-of-way through Lot No. 5, Block F, and Lot No. 11, Block A, be granted to the South Carolina Electric and Gas Company for a consideration of Fifteen Hundred and no/100 ($1,500.00) Dollars, and that the President and Secretary be authorized to execute the necessary instruments to effect the transfer.

April 19th, 1962
Walterboro, South Carolina

Secretary

330

337B

At a duly called meeting of the Board of Directors of Hyde Park, Inc. it was unanimously adopted that a fifteen (15') foot wide right-of-way through Lot No. 5, Block F, and Lot No. 11, Block A, be granted to the South Carolina Electric and Gas Company for a consideration of fifteen hundred and no/100 ($1,500.00) Dollars, and that the President and Secretary be authorized to execute the necessary instruments to effect the transfer.

April 19th, 1962

Walterboro, South Carolina

Secretary

331

State of South Carolina,
County of COLLETON } ss

KNOW ALL MEN BY THESE PRESENTS that I (We) A. B. CROSBY, Clerk of Court of Colleton County, pursuant to Order of William L. Rhodes, Jr., Resident Judge of the 14th Judicial Circuit, ~~ed March 17, 1962, whereby it was ordered that the Clerk of Court of Colleton County~~ cute and deliver to the South Carolina Electric and Gas Company a deed conveying the ~~ct of land hereinafter described,~~

the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

Twenty five ------ (25) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Phillip Singleton;

Easterly by lands of Right of way conveyed by George Deal to S. C. Power Co., by deed dated 3 May 1947, recorded in Book 97 at page 313 in the R.M.C. Office for Colleton County;

Southerly by lands of by a tract of five and eight one hundredths (5.08) acres, this day conveyed to S. C. Electric and Gas Company for the purpose of establishing thereon a switching station;

Westerly by lands of the heirs of George Deal.

This right of way being defined in red on a lot location plan of S. C. Electric & Gas Company, #F-7251, for Ritter 1-15 KV Switching Station, dated 20 February 1959, and recorded in Plat Book 10 at page 158 in the office of the Clerk of Court for Colleton County. The said right of way referred to is located on a portion of the lands conveyed to George Deal, deceased, by deed of J. H. Singleton and Evelyn Singleton, Executrix, dated October 15, 1934, recorded in Book 69 at page 209 in the office of the Clerk of Court for Colleton County,

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Five ---------- Dollars ($5.00 * and other valuable consideration) within thirty days from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

S/ A. B. Crosby (SEAL)
Clerk of Court for Colleton County (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS:
S/ Ruth P. Tilley
S/ Gerald C. Smoak

*See Judgment Roll, S. C. Electric & Gas Co., Petitioner -vs- Ella L. Deals, et al, and Owners-Respondents.

2 Pm
4-23-62

Form RW-1-SC—1-58

332

State of South Carolina,
County of Colleton } ss

Personally appeared before me Ruth P. Tilley and made oath that he saw the within named A. B. Crosby, Clerk of Court for Colleton County

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Gerald C. Smoak in the presence of each other, witnessed the due execution thereof.

s/ Ruth P. Tilley

Sworn to before me this 23rd day of April, 19 62.

s/ Gerald C. Smoak
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
County of } ss

NO RENUNCIATION OF DOWER

I, , do hereby certify unto all whom it may concern that Mrs. , the wife of the within named , 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 South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also 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 day of , 19

Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 126

333

INDENTURE, made this 21st day of February, 1962, by and between Florence McKenzie

of the township of Verdier, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

~~Right of way enters lands of grantors from the E. R. Bryan Estate~~ lands, thence extends across grantors lands in a southerly direction and is parallel with and adjacent to the eastern side of the St. George - Walterboro 46 KV power line right of way, now owned by the South Carolina Electric and Gas Company, to the lands of Mrs. Mattie Bishop.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the 15 foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for One hundred thirty eight and no/100 Dollars ($138.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

F. E. McKenzie

J. D. Shillito

Florence Mc Kenzie (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

4/24/62 - 9 AM

Form RW-Gas 1 (10-61)

334

State of South Carolina,
County of Colleton } ss

Personally appeared before me F.E.McKenzie and made oath that he saw the within named Florence McKenzie J. D. Shillito sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with ..... in the presence of each other, witnessed the due execution thereof.

F.E.McKenzie

Sworn to before me this 21st day of February 1962. 19....

J. D. Shillito (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
..... County. } ss

Personally appeared before me ..... and made oath that he saw the within named ..... sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with ..... in the presence of each other, witnessed the due execution thereof.

Sworn to before me this ..... day of ..... 19....

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
..... County.

Personally appeared before me ..... and made oath that ..... saw the within named ..... by the hand of ..... sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that ..... with ..... witnessed the execution thereof and subscribed ..... names as witnesses thereto.

Sworn to and subscribed before me, this .....
day of ..... A. D., 19.....
..... (L. S.)

State of South Carolina,
County of ..... } ss

RENUNCIATION OF DOWER

I, grantor a woman., do hereby certify unto all whom it may concern that Mrs. ....., the wife of the within named ....., 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also 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 ..... day of ..... 19....

Notary Public for S. C.

Line: .....
County: .....

RIGHT OF WAY GRANT

TO

South Carolina Natural Gas Company

Dated: ..... 19....

Received in the Clerk's Office of the County of ..... South Carolina, on the ..... day of ..... A. D. 19..... at ..... o'clock in the ..... noon and recorded in Book ..... of Deeds for said County on page .....

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INDENTURE, made this 22nd day of February 1962, 19 ____, by and between

James O. Langdale

of the township of Verdier, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of fifteen (15') feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

Right of way enters lands of grantor from the lands of Kenneth Langdale, thence extends across grantors lands in a southerly direction parallel with and adjacent to the eastern side of the St. George-Walterboro 46 KV power line right of way to the lands now or formerly owned by Pink Langdale.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the 15 foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for Thirty one and no/100 -- Dollars ($ 31.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

Mrs. James O. Langdale
J. D. Shillito

James O. Langdale (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

4/24/62 - 9 AM

Form RW-Gas 1 (10-61)

336

State of South Carolina,
County of Colleton } ss

Personally appeared before me Mrs. James O. Langdale and made oath that he saw the within named James O. Langdale sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Mrs. James O. Langdale

Sworn to before me this 22nd day of February 1962, 19

J. D. Shillito (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me and made oath that saw the within named by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
County of Colleton } ss

RENUNCIATION OF DOWER

I, J. D. Shillito, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Ennis E. Langdale, the wife of the within named James O. Langdale, 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Ennis E. Langdale

Given under my hand and seal this 22nd day of February 1962, 19

J. D. Shillito (seal affixed)
Notary Public for S. C.

RIGHT OF WAY GRANT

TO

South Carolina Natural Gas Company

Line:
County:
Dated: , 19

Received in the Clerk's Office of the County of , South Carolina, on the day of , A. D. 19 , at o'clock in the noon and recorded in Book of Deeds for said County on page

337

INDENTURE, made this 23rd day of February 1962, 19 ____, by and between

H. B. Beach

of the township of Verdier, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

Right of way enters lands of grantors from the lands of Mrs. Clyde Bishop, thence runs in a southerly direction across grantors lands parallel with and adjacent to the eastern side of the St. George Walterboro 46KV power line right of way to the lands of Vernell R. Carter.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the 15 foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for Forty five and 75/100 -- Dollars ($ 45.75) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

J. D. Shillito

Nellie Beach

H. B. Beach (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

4/24/62 - 12 9 AM

Form RW-Gas 1 (10-61)

338

State of South Carolina,
County of Colleton } ss

Personally appeared before me Nellie Beach and made oath that he saw the within named H. B. Beach

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Nellie Beach

Sworn to before me this 23rd day of February 1962, 19

J. D. Shillito (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
County of Colleton } ss

RENUNCIATION OF DOWER

I, J. D. Shillito, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Nellie F. Beach, the wife of the within named H. B. Beach, 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also 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 23rd day of February 1962, 19

Nellie F. Beach

J. D. Shillito (seal affixed)
Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Natural Gas Company

Dated: , 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 126

339

INDENTURE, made this 23rd day of February 1962, 19 ____, by and between Mrs. J. C. Hiott

of the township of Verdier, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

Rifht of way enters lands of grantor from the lands of James O. Langdale then runs in a southerly direction across grantors lands parallel with and adjacent to the right of way of the St. George-Walterboro 46KV Power Line right of way to the lands of O. T. Craven.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the 25 foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for Twenty five and no/100 -- Dollars ($ 25.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

Ellen Inez Zeigler

J. D. Shillito

Mrs. J. C. Hiott (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Form RW-Gas 1 (10-61)

4/24/62 - 9 AM

340

State of South Carolina,
County of Colleton

Ellen Inez Zeigler
Personally appeared before me and made oath that he saw the within named
Mrs. J. C. Hiott

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with
J. D. Shillito
In the presence of each other, witnessed the due execution thereof.

Ellen Inez Zeigler

Sworn to before me this 23rd day of February 1962. 19

J. D. Shillito (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with
In the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D. 19

(L. S.)

State of South Carolina,
County of

Grantor a woman

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern that Mrs. the wife of the within named 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also 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 day of 19

Notary Public for S. C.

Line:
County:
RIGHT OF WAY GRANT
TO
South Carolina Natural Gas Company
Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 126

341

INDENTURE, made this 2nd day of February 1962, 19 ____, by and between

J. P. Herndon

of the township of Verdier, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

Right of way enters lands of grantor from the lands of Randolph Padgett, thence runs generally in a southerly direction across grantors land paralloling the eastern side of the existing St.George-Walterboro 46 KV line right of way now owned by South Carolina Electric & Gas Company to the lands of Randolph Padgett.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the 15 foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for One hundred ten and no/100 -- Dollars ($ 110.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

Mrs. Pierce Herndon

J.D.Shillito

J. P. Herndon (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Recorded 4/24/62 - 9 AM

Form RW-Gas-1 (10-61)

3.42

State of South Carolina,
County of Colleton } ss

Personally appeared before me Mrs. Pierce Herndon and made oath that he saw the within named J.P/Herndon

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Mrs. Pierce Herndon

Sworn to before me this x2x 2nd day of February 1962, 19

J.D.Shillito (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of, 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
County of Colleton } ss

RENUNCIATION OF DOWER

I, J.D.Shillito, Notary Public for S.C., do hereby certify unto all whom it may concern that Mrs. Pierce Herndon, the wife of the within named J. P. Herndon, 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Mrs. Pierce Herndon

Given under my hand and seal this 2nd day of February 1962, 19

J. D. Shillito (seal affixed)
Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Natural Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

343

INDENTURE, made this 2nd day of Feb. 1962, 19 ____, by and between Carlos Pye

of the township of Verdier, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

~~Right of way enters lands of grantor from the lands of Mary Claire~~ Haws thence runs generally in a southerly direction across grantor's ~~lands parallel with the~~existing St. George-Walterboro 46KV Power Line ~~right of way now owned by South Carolina Electric and Gas Company to the~~ lands of Carter.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the ~~15~~ foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for ~~Seventy-five and no/100~~ _____ Dollars ($ ~~75.00~~) within ~~one year~~ from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

Celia P. Fender

J. D. Shillibo

Carlos Pye (SEAL)

(SEAL)

(SEAL)

Recorded 4/24/62 - 9 AM

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Form RW-Cas 1 (10-61)

3.44

State of South Carolina,
County of Colleton } ss

Personally appeared before me Celia P. Fender and made oath that he saw the within named Grant Carlos Pye

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Celia P. Fender

Sworn to before me this 2nd day of February 1962 19

J. D. Shillito (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

State of South Carolina,
County of } ss

widower

RENUNCIATION OF DOWER

I, , do hereby certify unto all whom it may concern that Mrs. , the wife of the within named , 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also 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 day of 19

Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Natural Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

345

INDENTURE, made this 6th day of February 1962, 19 ____, by and between

O. T. Craven

of the township of Verdier, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

Right of way enters lands of grantor from the lands of Hiott; thence runs generally in a southerly direction across grantors land paralleling the eastern side of the existing St. George-Walterboro 46 KV side of the existing St. George - Walterboro 46 KV Power line right of way now owned by South Carolina Elecgric and Gas Company to the lands of S. M. Haws.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the 15 foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for Forty and no/100 -- Dollars ($ 40.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

T. A. Barwick

J. D. Shillito

O.T.Craven (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Recorded 4/24/62 - 9 AM (SEAL)

(SEAL)

Form RW-Cas 1 (10-61)

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State of South Carolina,
County of Colleton } ss

Personally appeared before me T. A. Barwick and made oath that he saw the within named O.T.Craven

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with J.D.Shillito in the presence of each other, witnessed the due execution thereof.

T.A.Barwick

Sworn to before me this 6th day of February, 19 62

J.D.Shillito (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

State of South Carolina,
County of } ss

RENUNCIATION OF DOWER

Widower

I, , do hereby certify unto all whom it may concern that Mrs. , the wife of the within named , 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also 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 day of , 19

Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Natural Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

347

INDENTURE, made this 13th day of February 1962, 19 ____, by and between Richard R. Crosby

of the township of Verdier, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

Right of way enters lands of grantor from the lands of Jones and running in a southerly direction crosses lands of grantor and is parallel with the eastern side of the St. George-Walterboro 46 KV line right of way now owned by the South Carolina Electric and Gas Company to the lands of S. M. Hawk.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the 15 foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for Sixty six and no/100 -- Dollars ($ 66.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

J. D. Shillito
Harriet L. Crosby

Richard R. Crosby (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Recorded 4/24/62 - 9 AM (SEAL)

(SEAL)

Form RW-Cas 1 (10-61)

348

State of South Carolina,
County of Colleton } ss

Personally appeared before me Harriet L. Crosby and made oath that he saw the within named Richard R. Crosby

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Harriet L. Crosby

Sworn to before me this 13th day of February 1962, 19

J. D. Shillito (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
County of Colleton } ss

RENUNCIATION OF DOWER

I, J. D. Shillito, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Harriet L. Crosby, the wife of the within named Richard R. Crosby, 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Harriet L. Crosby

Given under my hand and seal this 13th day of February 1962, 19

J. D. Shillito (seal affixed)
Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Natural Gas Company

Dated: , 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 126

349

INDENTURE, made this 13th day of February 1962, 19 ____, by and between

Mary Claire Haws also known as Mary Claire Haws Stone

of the township of Saxx Verdier, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

Rifht of way enters lands of grantor from the lands ofRichard Crosby, thonce runs generally in a southerly direction acorss lands of grantor to the Langdale lands and on crossing these and lands of others enters onee again lands of grantor from lands of Craven and running in the same general direction crosses grantors lands to the lands of Carlos Pye. All of which is parallel with and adjacent to the eastorn side of the right of way for the St. George-Walterboro 46 KV power line now owned by South Carolina Electric and Gas Company.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the ___ foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for Three hundred seventy five and no/100 Dollars ($375.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

Anna Lee Kennedy

J. D. Shillito

Mrs Mary Claire Haws (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

4/24/62 - 9 AM

Form RW-Gas 1 (10-61)

DEEDS

350

State of South Carolina,
County of Charleston } ss

Personally appeared before me Anna Lee Kennedy and made oath that he saw the within named Mary Claire Haws

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Anna Lee Kennedy

Sworn to before me this 13th day of February 1962, 19

J.D.Shillito (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me and made oath that saw the within named by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
County of } ss

RENUNCIATION OF DOWER
grantor woman.

I, , do hereby certify unto all whom it may concern that Mrs. , the wife of the within named , 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also 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 day of , 19

Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Natural Gas Company

Dated: , 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

351

INDENTURE, made this 15th day of February 1962, 19 ____, by and between Howard Herndon

of the township of Verdier, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

Right of way enters grantors lands from the lands of Carter thence runs in a southerly direction across grantors land parallel with and adjacent to the right of way of the St. George-Walterboro 46 KV Power Line now owned by South Carolina Electric and Gas Company to the lands of Randolph Padgett.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the 15 foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for Fifty and no/100 Dollars ($ 50.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

Mrs. Howard Herndon

J. D. Shillito

Howard Herndon (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

4/24/62 - 9 AM

Form RW-Gas 1 (10-61)

DEEDS

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State of South Carolina,
County of Colleton } ss

Personally appeared before me Mrs. Howard Herndon and made oath that she saw the within named Howard Herndon

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Mrs. Howard Herndon

Sworn to before me this 15th day of February 1962, 19

J. D. Shillito (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
Colleton
County of } ss

RENUNCIATION OF DOWER

I, J.D.Shillito, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Adell C. Herndon, the wife of the within named Howard Herndon, 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Adell C. Herndon

Given under my hand and seal this 15th day of February 1962, 19

J. D. Shillito (seal affixed)
Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Natural Gas Company

Dated: , 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

353

INDENTURE, made this 15th day of February 1962, 19 ____, by and between

W. R. Padgett

of the township of Verdier, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

Right of way enters grantors lands from the lands of Howard Herndon and running in a southerly direction across grantors lands to the lands of J. P. Herndon and on crossing J. P. Herndon's land enters once again lands of grantor running in the same southerly direction and parallel with and adjacent to the right ofway of the St. George-Walterboro 46 KV power line now owned by South Carolina Electric & Gas Company to the center line of a branch separating grantors lands from lands of the W. J. Bryan Estate.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the 15 foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for One hundred and no/100 -- Dollars ($ 100.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

Mrs. Lola O Padgett

J. D. Shillito

4/24/62 - 9 AM

W. R. Padgett (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Form RW-Gas 1 (10-61)

DEEDS

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State of South Carolina,
County of Colleton } ss

Personally appeared before me Lola O'Padgett and made oath that he saw the within named W. R. Padgett

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Mrs. Lola O'Padgett

Sworn to before me this 15th day of February 1962, 19

J. D. Shillito (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
County of Colleton } ss

RENUNCIATION OF DOWER

I, J. D. Shillito, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Lola O'Padgett, the wife of the within named W. R. Padgett, 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Mrs. Lola O'Padgett

Given under my hand and seal this 15th day of February 1962, 19

J. D. Padgett (seal affixed)
Notary Public for S. C.

RIGHT OF WAY GRANT

TO

South Carolina Natural Gas Company

Line:
County:
Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 126

355

INDENTURE, made this 15th day of February 1962, 19 ____, by and between

Mattie F. Bishop

of the township of Verdier, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

Right of way enters grantors lands from the lands of McKenzie thence extends across grantors lands in a southerly direction parallel with and adjacent to the eastern side of the St. George-Walterboro 46 KV power line right of way to the lands of Beach.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the 15 foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for Seventy-five and no/100 -- Dollars ($ 75.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

C. W. Bishop
J. D. Shillito

Mattie F. Bishop (SEAL)

(SEAL)

Recorded 4/24/62 - 9 AM (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Form RW-Gas 1 (10-61)

DEEDS

35-6

State of South Carolina,
County of Colleton } ss

Personally appeared before me C. W. Bishop and made oath that he saw the within named Mattie F. Bishop

her
sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Mark J. D. Shillito in the presence of each other, witnessed the due execution thereof.

C. W. Bishop

Sworn to before me this 15th day of February 1962, 19

J. D. Shillito (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
County of Colleton } ss

RENUNCIATION OF DOWER

I, J. D. Shillito, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Mattie F. Bishop, the wife of the within named C. W. Bishop, 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Mattie F. Bishop

Given under my hand and seal this 15th day of February 1962, 19

J. D. Shillito (seal affixed)
Notary Public for S. C.

Line:
County:
RIGHT OF WAY GRANT
TO
South Carolina Natural Gas Company
Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

357

INDENTURE, made this 15th day of February 1962, 19 ____, by and between

W. N. Jones
Dora K. Jones

of the township of Verdier, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

Right of way enters lands of grantor from lands of Langdale thence extneding across grantor's lands in a southerly direction and paralleling the eastern side of the St. George-Walterboro 46 KV power line right of way now owed by South Carolina Electric andGas Company to the lands of Richard Crosby.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the 15 foot or the 100 foot easement. RK

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for Ninety and no/100 -- Dollars ($ 90.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

Emmadell H. Jones
J. D. Shillito

W. N. Jones (SEAL)
Dora K. Jones (SEAL)
(SEAL)
(SEAL)

Recorded 4/24/62 - 9 AM

(SEAL)
(SEAL)
(SEAL)

Form RW-Gas 1 (10-61)

DEEDS

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State of South Carolina,
County of Colleton } ss

Personally appeared before me Emma dell H. Jones and made oath that he saw the within named W.N.Jones and Dora K. Jones

sign, seal and as their act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Emmadell H. Jones

Sworn to before me this 15th day of February 1962, 19

J. D. Shillito (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
County of Colleton } ss

RENUNCIATION OF DOWER

I, J.D.Shillito, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Dora L. Jones, the wife of the within named W. N. Jones, 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Dora L. Jones

Given under my hand and seal this 15th day of February 1962, 19

J.D.Shillito (seal affixed)
Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Natural Gas Company

Dated: , 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

359

INDENTURE, made this 19th day of February 1962, 19 ____, by and between

Ernest L. Bailey and Carolyn Bailey
Charleston, S. C., Rt. 3, Box 280

of the township of Verdier, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

Book 120, page 169

Said tract contains 1 acres, more orless, and being the same tract conveyed to grantor's by Evelyn B. Carter, bounded on the north; Renta, East Rentz; South Carter, West Rentz;

Right of way enteres grantors land from the lands of Rentz thence extending across grantor's land in a ~~asku~~ southerly direction and paralleling the eastern side of St. George-Walterboro right of way now owned by South Carolina Electric & Gas Co.,to the landsofCarter

It is understood and agreed by the grantors herein that payment for this right of way is to be made to Carolyn Bailey for the benefit of all.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the 15 foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for Fifteen and no/100- Dollars ($ 15.00) within six monhs from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

Cathryn Bailey

J. D. Shillito

Ernest L. Bailey (SEAL)

Carolyn Bailey (SEAL)

Recorded 4/24/62 - 9 AM (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Form RW-Gas 1 (10-61)

360

State of South Carolina,
County of Colleton } ss

Personally appeared before me Cathryn Bailey and made oath that he saw the within named Ernest L. Bailey and Carolyn Bailey

sign, seal and as their act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with J.D.Shillito in the presence of each other, witnessed the due execution thereof.

Cathryn Bailey

Sworn to before me this 19th day of February 1962, 19

J. D. Shillito (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
County of Colleton } ss

RENUNCIATION OF DOWER

I, J. D. Shillito, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Carolyn Bailey, the wife of the within named Ernest L. Bailey, 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Carolyn Bailey

Given under my hand and seal this 19th day of February 1962, 19

J. D. Shillito (seal affixed)
Notary Public for S. C.

RIGHT OF WAY GRANT

TO

South Carolina Natural Gas Company

Line:
County:
Dated: , 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 126

361

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Walterboro Gas Line

ACCT. NO. 16

CHECK NO. 1307

April 24, 1962 19

The undersigned hereby acknowledges receipt of timely payment of

One hundred and no/100 ---m Dollars ($ 100/00).

as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated February 8, 1962, 19, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS: Rosemary S./Stuck

Claude E. Langston

William S. Rentz (SEAL)

Leslie M. Rentz (SEAL)

Farmers Homes Administration (SEAL)
by C. P. Fishburne,
F.H.A. Supervisor (SEAL)

State of South Carolina,

County of Colleton

Personally appeared before me Rosemary S. Stuck and made oath that he saw the within named William S. Rentz, Leslie M. Rentz and Farmers Homes Administration by C. P. Fishburne sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Claude E. Langston in the presence of each other, witnessed the due execution thereof.

Rosemary S. Stuck

Sworn to before me this 26th day of April 1962, 19

Claude Erwin Langston (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me and made oath that saw the within named by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this day of A. D. 19 (L. S.)

Notary Public for

4/26/62 - 10 AM

Receipt Gas Form 2 (5-58)

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

TO

South Carolina Natural Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....

South Carolina, on the .....

day of ..... A. D. 19.....

at ..... o'clock in the .....

and recorded in Book ..... of Deeds for said County on Page .....

DEEDS

BOOK 126

363

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Walterboro Gas Line 16

ACCT. NO. _____

CHECK NO. 1305 April 24, 1962, 19____

The undersigned hereby acknowledges receipt of timely payment of _____

Forty and no/100 Dollars ($ 40.00),

as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated February 9, 1962, 19____, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Doris E. Bailey — Bessie B. Hiott (SEAL)

John L. Bobo — _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me Doris E. Bailey and made oath that he saw the within named Bessie B. Hiott sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L. Bobo in the presence of each other, witnessed the due execution thereof.

Doris E. Bailey

Sworn to before me this 24th day of April 1962, 19____.
John L. Bobo
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County.

Personally appeared before me _____
and made oath that _____ saw the within named _____
by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____
day of _____ A. D., 19____

_____ (L. S.)

Notary Public for _____

Receipt Gas Form 2 (5-58)

4/26/62 - 10 AM

364

DEEDS

Line:.....

County:.....

RECEIPT FOR RIGHT OF WAY PAYMENT

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.....

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TO

South Carolina Natural Gas Company

Dated:....., 19.....

Received in the Clerk's Office of the County of .....

South Carolina, on the.....

day of..... A. D. 19.....

at.....o'clock in the.....

and recorded in Book..... of Deeds for said County on Page.....

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RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Walterboro Gas line

ACCT. NO. 16

CHECK NO. 1306 April 24, 1962 19

The undersigned hereby acknowledges receipt of timely payment of

Seventy-five and no/100 -- Dollars ($ 75.00),

as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated February 9, 1962, 19, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Doris E. Bailey — Bessie B. Hiott (SEAL)

John L. Bobo (SEAL)

(SEAL)

(SEAL)

State of South Carolina, Colleton } ss

County of

Doris E. Bailey

Personally appeared before me and made oath that he saw the within named Bessie B. Hiott sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L. Bobo in the presence of each other, witnessed the due execution thereof.

Doris E. Bailey

Sworn to before me this 24th day of April 1962, 19

John L. Bobo

Notary Public for S. C.

STATE OF SOUTH CAROLINA, } County.

Personally appeared before me and made oath that saw the within named by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this day of A. D., 19

(L. S.)

Notary Public for

4/26/62 - 10 AM

Receipt Gas Form 2 (5-58)

Line:.....

County:.....

RECEIPT FOR RIGHT OF WAY PAYMENT

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.....

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TO

South Carolina Natural Gas Company

Dated:....., 19.....

Received in the Clerk's Office of the County of.....

South Carolina, on the.....

day of..... A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on Page.....

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RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Walterboro Gas Line

ACCT. NO. 16

CHECK NO. 1302

April 24, 1962, 19

The undersigned hereby acknowledges receipt of timely payment of

Ninety and no/100 Dollars ($ 90.00);

as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated February 15, 1962, 19, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

H. D. Nave — W. N. Jones (SEAL)

John L. Bobo — Dora K. Jones (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me W. D. Naive and made oath that he saw the within named W. N. Jones & Dora Jones sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L. Bobo in the presence of each other, witnessed the due execution thereof.

W. D. Nave.

Sworn to before me this 24th day of April 1962, 19

John L. Bobo
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public for

Receipt Gas Form 2 (5-58)

4/26/62 - 12 10 AM

Line:.....

County:.....

RECEIPT FOR RIGHT OF WAY PAYMENT

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.....

.....

TO

South Carolina Natural Gas Company

Dated:....., 19.....

Received in the Clerk's Office of the County of.....

South Carolina, on the.....

day of..... A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on Page.....

398

DEEDS

BOOK 126

369

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Walterboro Gas Line

ACCT. NO. 16

CHECK NO. 1304

April 24, 1962, 19

The undersigned hereby acknowledges receipt of timely payment of

One hundred and no/100 --- Dollars ($ 100.00),

as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated February 8, 1962, 19, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Doris E. Bailey

John L. Bobo

Evelyn B. Carter (SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton

Personally appeared before me Doris E. Bailey and made oath that he saw the within named Evelyn B. Carter sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L. Bobo in the presence of each other, witnessed the due execution thereof.

Doris E. Bailey

Sworn to before me this 24th day of April 1962, 19

John L. Bobo

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the *corporate* seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this

day of A. D., 19

(L. S.)

Notary Public for

Receipt Gas Form 2 (5-58)

4/26/62 - 10 AM

370

Line:.....

County:.....

RECEIPT FOR RIGHT OF WAY PAYMENT

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.....

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TO

South Carolina Natural Gas Company

Dated:....., 19.....

Received in the Clerk's Office of the County of.....

South Carolina, on the.....

day of..... A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on Page.....

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RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Walterboro Gas Line

ACCT. NO. 16
1294

TRACT NO.

March 28, 1962 19

The undersigned hereby acknowledges receipt of timely payment of

Two hundred fifty and no/100 --- Dollars ($ 250.00),

as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated February 7, 1962, 19, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:
WITNESS:

Claude E. Langston
Rosemary S. Stuck

W.E.Fender (SEAL)
Marie B. Fender
~~Farmers Homes Administration~~ (SEAL)
by:C.P.Fishburne, County Supervisor (SEAL)
(SEAL)

State of South Carolina,
County of Colleton

Stamps: Fed. $0.55
S.C. 1.00

Personally appeared before me Claude E. Langston and made oath that he saw the within named W.E.Fender and Marie B. Fender sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Rosemary S. Stuck in the presence of each other, witnessed the due execution thereof.

Claude E. Langston

Sworn to before me this 30th day of ~~April~~ March 1962, 19

C.P.Fishburne, (seal affixed)
Notary Public for S.C.
my com. exp at the pleasure of the Governor.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)
Notary Public for

Receipt Gas Form 2 (5-58)

4/26/62 - 10 AM

3772

DEEDS

Line:.....

County:.....

RECEIPT FOR RIGHT OF WAY PAYMENT

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TO

South Carolina Natural Gas Company

Dated:....., 19.....

Received in the Clerk's Office of the County of.....

South Carolina, on the.....

day of..... A. D. 19.....

at.....o'clock in the.....

and recorded in Book.....of Deeds for said County on Page.....

373

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Walterboro Gas Line

CCT. NO. 16

CHECK NO. 1295 March 28, 1962

The undersigned hereby acknowledges receipt of timely payment of

One hundred fifty and no/100 -- Dollars ($ 150.00),

as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated Feb. 23, 62, 19, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Claude E. Langston — F. M. Smoak (SEAL)

Rosemary S. Stuck — Ann D. Smoak (SEAL)

Farmers Homes Administration (SEAL)
by: C.P. Fishburne, County Supervisor

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me Claude E. Langston and made oath that he saw the within named F.M.Smoak and Ann D. Smoak sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Rosemary S. Stuck in the presence of each other, witnessed the due execution thereof.

Claude E. Langston

Sworn to before me this 30 day of March 1962, 19

C.P.Fishburne, My com. exp at the pleas. of the Gov.
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Stamps: Fed. $ .55
S.C. 1.00

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public for

Rec. 4/26/62 - 10 AM

Receipt Gas Form 2 (5-58)

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

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TO

South Carolina Natural Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....

South Carolina, on the.....

day of..... A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on Page.....

DEEDS

BOOK 126

375

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Walterboro Gas 16

ACCT. NO. _____

CHECK NO. 628

March 15, 1962 19____

The undersigned hereby acknowledges receipt of timely payment of Fifty and no/100 --- _____ Dollars ($ 50.00), as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated February 19, 1962 19____, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

J. H. Barniet — Alma Mathews (SEAL)

John L. Bobo — _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

State of South Carolina,

County of Colleton

Personally appeared before me J. H. Barniet and made oath that he saw the within named Alma Mathews sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L. Bobo in the presence of each other, witnessed the due execution thereof.

J. H. Barniet

Sworn to before me this 15 day of March 1962 19____

John L. Bobo Notary Public for S. C.

STATE OF SOUTH CAROLINA,

_____ County.

Personally appeared before me _____ and made oath that _____ saw the within named _____ by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19____

_____ (L. S.)

Notary Public for _____

4/26/62 - 10 AM

Receipt Gas Form 2 (5-58)

376

Line:.....

County:.....

RECEIPT FOR RIGHT OF WAY PAYMENT

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TO

South Carolina Natural Gas Company

Dated:....., 19.....

Received in the Clerk's Office of the County of.....

South Carolina, on the.....

day of..... A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on Page.....

377

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Walterboro Gas Line

ACCT. NO. 16

CHECK NO. 1296

March 28, 1962

The undersigned hereby acknowledges receipt of timely payment of Seventy-five and no/100 --- Dollars ($ 75.00),

as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated February 20, 1962, 19, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

John L. Bobo
H. D. Wessinger

A. J. Barwick (SEAL)

Federal Land Bank Association (SEAL)
by: J.S. Ballentine
Manager (SEAL)

(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me John L. Bobo
and made oath that he saw the within named A.J. Barwick & J. S. Ballentine sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with H. D. Wessinger in the presence of each other, witnessed the due execution thereof.

John L. Bobo

Sworn to before me this 28th day of March 1962, 19

H. D. Wessinger. Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public for

Receipt Gas Form 2 (5-58)

Recorded 4/26/62 - 10 AM

Line:.....

County:.....

RECEIPT FOR RIGHT OF WAY PAYMENT

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TO

South Carolina Natural Gas Company

Dated:....., 19.....

Received in the Clerk's Office of the County of.....

South Carolina, on the.....

day of..... A. D. 19.....

at.....o'clock in the.....

and recorded in Book.....of Deeds for said County on Page.....

379

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Walterboro Natural Gas Pipe Line

ACCT. NO. W. O. #16 1299

CHECK NO. April 19, 1962 19

The undersigned hereby acknowledges receipt of timely payment of One thousand five hundred and no/100 -- Dollars ($ 1500.),

as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated April 19, 1962, 19, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

John L. Bobo
J. D. Shillito

Thomas M. Howell, Jr., Attorney (SEAL)
For: Lee J. Berry, T.D.Hiers & Hyde Park Inc. (SEAL)
(SEAL)
(SEAL)

State of South Carolina,
County of Colleton

Stamps: Fed. $1.65
S.C. 3.00

Personally appeared before me J. D. Shillito and made oath that he saw the within named Thomas M. Howell, Jr., attorney sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L. Bobo in the presence of each other, witnessed the due execution thereof.

J. D. Shillito

Sworn to before me this 19th day of April 1962, 19
John L. Bobo
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)
Notary Public for

4/26/62 - 10 AM

Receipt Gas Form 2 (5-58)

Line:.....

County:.....

RECEIPT FOR RIGHT OF WAY PAYMENT

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TO

South Carolina Natural Gas Company

Dated:....., 19.....

Received in the Clerk's Office of the County of.....,

South Carolina, on the.....

day of..... A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on Page.....

380

DEEDS

341

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Walterboro Gas Line

ACCT. NO. 16

CHECK NO. 1308

April 25, 1962, 19

The undersigned hereby acknowledges receipt of timely payment of

One hundred and no/100 Dollars ($100.00),

as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated February 15, 1962, 19, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

W. D. Nave — W. R. Padgett (SEAL)

John L. Bobo — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me W.D.Nave and made oath that he saw the within named W.R.Padgett sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L. Bobo in the presence of each other, witnessed the due execution thereof.

W. D. Nave

Sworn to before me this 25th day of April 1962, 19

John L. Bobo Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public for

Recorded 4/26/62 - 10 AM

Receipt Gas Form 2 (5-58)

382

DEEDS

Line:.....

County:.....

RECEIPT FOR RIGHT OF WAY PAYMENT

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TO

South Carolina Natural Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of ..... South Carolina, on the ..... day of ..... A. D. 19....., at .....o'clock in the ..... and recorded in Book ..... of Deeds for said County on Page .....

383

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Walterboro Gas Line

ACCT. NO. 16

CHECK NO. 1303 April 24, 1962, 19

The undersigned hereby acknowledges receipt of timely payment of

One hundred and no/100 --- Dollars ($ 100.00),

as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated February 8, 1962, 19, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

W. D. Nave
John L. Bobo

H. B. Langdale (SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me W. D. Navie and made oath that he saw the within named H. B. Langdale sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L. Bobo in the presence of each other, witnessed the due execution thereof.

W. D. Nave.

Sworn to before me this 24th day of April 1962, 19

John L. Bobo
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public for

4/26/62 - 10 AM.

Receipt Gas Form 2 (5-58)

384

DEEDS

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

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TO

South Carolina Natural Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....

South Carolina, on the .....

day of ..... A. D. 19.....

at ..... o'clock in the .....

and recorded in Book ..... of Deeds

for said County on Page .....

385

FORM 230
The R. L. Bryan Company, Columbia, S. C.

State of South Carolina,

COUNTY OF COLLETON.

LAND OPTION

Know All Men by These Presents, That I, G. A. Strobel

in consideration of the sum of Fifty ($50.00) Dollars,

do hereby grant, bargain and sell unto G. W. Grooms and G. W. Grooms, Jr.

the right and option of purchasing at any time on or before the 30th day of June, 1962,

at and for the price of Nine Hundred and Ninty Five ($995.00) Dollars,

payable with credit to be given for the $50 paid with this option if exercised by a purchase-money Mortgage to be executed by the said G. W. Grooms and G. W. Grooms, Jr., payable Fifteen ($15.00) Dollars per month with interest at six (6) per centum per annum, the said interest to be payable at six (6) months intervals.

All that certain piece, parcel or lot of land, situate, lying and being in the Township of Sheridan, County of Colleton, State of South Carolina, butting, bounding, measuring and containing as follows to-wit: Northeast on Lot No. 7 of a Plat hereinafter referred to and measuring thereon, One Hundred Forty Five (145) feet; Southeast on the Ediato River and measuring thereon, Seventy Five (75) feet; Southwest on Lot No. 5 of a Plat hereinafter referred to and measuring thereon, One Hundred Sixty Three (163) feet; and Northwest on lands of Hill and measuring thereon Seventy Five (75) feet.

And I the said G. A. Strobel

do hereby represent that I am the owner in fee of the said premises, and have a full and perfect right to grant and sell this option, and do covenant and agree that upon compliance by the said G. W. Grooms and G. W. Grooms, Jr., their heirs or assigns, with the terms of this option I will make, execute and deliver to them and their heirs or assigns, a good and sufficient deed conveying the above-described premises to them, or such of them as shall exercise this option and comply with the terms thereof, in fee simple, free of all encumbrances, with covenant of general warranty, and with all dowers regularly renounced.

XXXX

DEEDS

386

State of South Carolina,

COUNTY OF DORCHESTER.

RENUNCIATION OF DOWER

I, N. H. Hamilton, a Notary Public of South Carolina, do hereby certify unto all whom it may concern, that Mrs. Marlyn B. Strobel the wife of the within-named ~~XXXX

The above described lot of land will more fully appear as Lot No. 6 reference being had to a Plat of the same by Neely Smith, Surveyor, recorded in Plat Book 5, at Page 8 RMC Office for Colleton County.

4585

DEEDS

BOOK 126

347

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Walterboro Gas Line

ACCT. NO. 16

CHECK NO. 1315

May 3, 1962, 19

The undersigned hereby acknowledges receipt of timely payment of

Forty and no/100 -- Dollars ($ 40.00),

as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated February 6, 1962, 19, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Vera Esry

John L. Bobo

O.T.Craven (SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton

Personally appeared before me Vera Esry and made oath that he saw the within named O.T.Craven sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L. Bobo in the presence of each other, witnessed the due execution thereof.

Vera Esry

Sworn to before me this 3rd day of May 1962, 19

John L. Bobo

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this

day of A. D., 19

(L. S.)

Notary Public for

Receipt Gas Form 2 (5-58)

Recorded 5/4/62 - 9 AM

3881

Line:.....

County:.....

RECEIPT FOR RIGHT OF WAY PAYMENT

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TO

South Carolina Natural Gas Company

Dated:....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of..... A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on Page.....

3469

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Walterboro Gas Line

ACCT. NO. 16

CHECK NO. 1313 May 3, 1962 19

The undersigned hereby acknowledges receipt of timely payment of

Thirty one and no/100 -- Dollars ($ 31.00),

full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated February 22, 1962, 19, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Ennis Langdale — James O. Langdale (SEAL)

John L. Bobo — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton }

Personally appeared before me Ennis Langdale

and made oath that he saw the within named James O. Langdale sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L. Bobo in the presence of each other, witnessed the due execution thereof.

Ennis Langdale

Sworn to before me this 3rd day of May 1962, 19

John L. Bobo

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D. 19

(L. S.)

Notary Public for

5/4/62 - 9 AM

Receipt Gas Form 2 (5-58)

390

Line:.....

County:.....

RECEIPT FOR RIGHT OF WAY PAYMENT

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TO

South Carolina Natural Gas Company

Dated:....., 19.....

Received in the Clerk's Office of the County of.....

South Carolina, on the.....

day of..... A. D. 19....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on Page.....

BOOK 126.

391

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Walterboro Gas Line

ACCT. NO. 16

CHECK NO. 1312

May 3, 1962 19

The undersigned hereby acknowledges receipt of timely payment of

Seventy-five and no/100 --- Dollars ($ 75.00)

full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated ~~Seventy-five and no/100~~ February 2, 1962 19 to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

~~George C. Pye~~
John L. Bobo

Carlos Pye (SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton

Personally appeared before me George C Pye and made oath that he saw the within named Carlos Pye sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L. Bobo in the presence of each other, witnessed the due execution thereof.

George C. Pye

Sworn to before me this 3rd day of May 1962 19

John L. Bobo
Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this

day of A. D. 19

(L. S.)

Notary Public for

Receipt Gas Form 8 (5-58)

5/4/62 - 9 AM

DEEDS

Line:.....

County:.....

RECEIPT FOR RIGHT OF WAY PAYMENT

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TO

South Carolina Natural Gas Company

Dated:....., 19.....

Received in the Clerk's Office of the County of .....

South Carolina, on the.....

day of..... A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on Page.....

BOOK 126

393

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Walterboro Gas Line

ACCT. NO. 16

CHECK NO. 1314

May 3, 1962, 19

The undersigned hereby acknowledges receipt of timely payment of

Seventy-five and no/100 -- Dollars ($ 75.00),

full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated February 15, 1962, 19, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

C.W.Bishop
John L. Bobo

Mattie F. Bishop (SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me C.W.Bishop and made oath that he saw the within named Mattie F. Bishop sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L. Bobo in the presence of each other, witnessed the due execution thereof.

C.W.Bishop

Sworn to before me this 3rd day of May 1962, 19

John L. Bobo
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public for

5/4/62 - 9 AM

Receipt Gas Form 2 (5-58)

Line:.....

County:.....

RECEIPT FOR RIGHT OF WAY PAYMENT

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TO

South Carolina Natural Gas Company

Dated:....., 19.....

Received in the Clerk's Office of the County of.....

South Carolina, on the.....

day of..... A. D. 19.....

at.....o'clock in the.....

and recorded in Book.....of Deeds for said County on Page.....

3 94

DEEDS

BOOK 126

395

INDENTURE, made this 21st day of March 1962 by and between
Edith M. Brown, D. DeLisle Black and Herbert M. Black, M. D.

of the township of Verdier, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

~~Right of way enters lands of grantee from the right of way of a County~~ road separating grantos lands from Hyde Park Subdivision, thence extends across grantos lands in a southerly direction parallel with and adjacent to the eastern side of the South Carolina Electric and Gas Company's St. George-Walterboro 46 KV Power Line right ofway to lands of ~~South Carolina Electric and Gas Company and on crossing these lands con~~tinues in the same southerly direction to lands of Ernest E. Nettles. It is understood and agreed by the parties ~~to~~ hereto that payment for this right of way is to be made to ~~E~~ Edith M. Brown for the benefit of all.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the 15 foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for Seven hundred and no/100-- Dollars ($ 700.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:
J. D. Shillito
Gerald C. Smoak

J. A. Bryant
W. M. Craven

H. D. Wessinger
John L. Bobo
Petitioners Exhibit #3

Edith M. Brown (SEAL)
D. DeLisle Black (SEAL)
H. M. Black (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

5/25/62 - 2 PM

Form RW-Gas 1 (10-61)

396

STATE OF SOUTH CAROLINA, COUNTY OF Richland

Personally appeared before me H. D. Wessinger and made oath that he saw H. M. Black sign, seal and as his act and deed, deliver the within right of way grant for the uses and purposes therein mentioned, and that he with John L. Bobo witnessed the execution thereof.

Sworn to before me this 21st day of May 1962 H. D. Wessinger

John L. Bobo, Notary Public, S. C.

State of South Carolina,

County of Colleton

Personally appeared before me J. D. Shillito and made oath that he saw the within named

Edith M. Brown

sign, seal and as her act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Gerald C. Smoak in the presence of each other, witnessed the due execution thereof.

J. D. Shillito

Sworn to before me this 21st day of March 1962

Gerald C. Smoak (seal affixed)

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me J. A. Bryant and made oath that he saw the within named

D. DeLisle Black

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with W. M. Craven in the presence of each other, witnessed the due execution thereof.

J. A. Bryant

Sworn to before me this 27th day of March 1962

B. H. Cousins (seal affixed)

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this

day of A. D. 19

(L. S.)

State of South Carolina,

County of Richland

RENUNCIATION OF DOWER

I, H. D. Wessinger, do hereby certify unto all whom it may concern that Mrs. Mae S. Black, the wife of the within named H. M. Black, 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Mae S. Black

Given under my hand and seal this 24th day of May 1962

H. D. Wessinger (seal affixed)

Notary Public for S. C.

RIGHT OF WAY GRANT

TO

South Carolina Natural Gas Company

Line:

County:

Dated: , 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 126

396

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Walterboro Gas Line

ACCT. NO. 16

CHECK NO. 1321 May 29, 1962 19

The undersigned hereby acknowledges receipt of timely payment of

Twenty five and no/100 -- Dollars ($ 25.00),

as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated February 26, 1962, 19, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Sarah Risher — Grace B. Varn (SEAL)

John L. Bobo — (SEAL)

(SEAL)

(SEAL)

State of South Carolina, } ss
County of Colleton }

Personally appeared before me Sarah Risher and made oath that he saw the within named Grace B. Varn sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L. Bobo in the prusence of each other, witnessed the due execution thereof.

Sarah Risher

Sworn to before me this 29th day of May 1962, 19

John L. Bobo

Notary Public for S. C.

STATE OF SOUTH CAROLINA, }
County. }

Personally appeared before me and made oath that saw the within named by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this day of A. D., 19

(L. S.)

Notary Public for 5/30/62 - 10 AM

Receipt Gas Form 2 (5-58)

Line.....

County.....

RECEIPT FOR RIGHT OF WAY PAYMENT

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.....

.....

TO

South Carolina Natural Gas Company

Dated:....., 19.....

Received in the Clerk's Office of the County of.....

South Carolina, on the.....

day of..... A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on Page.....

BOOK 126

398

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Walterboro Gas Line

ACCT. NO. 16

CHECK NO. 1326 May 29, 1962, 19

The undersigned hereby acknowledges receipt of timely payment of

Sixty six and no/100 -- Dollars ($ 66.00),

as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated February 13, 1962, 19, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Lillian R. Langdale — Richard R. Crosby (SEAL)

John L. Bobo — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me Lillian R. Langdale and made oath that he saw the within named Richard R. Crosby sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L. Bobo in the presence of each other, witnessed the due execution thereof.

Lillian R. Langdale

Sworn to before me this 29th day of May 1962, 19

John L. Bobo
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public for

Receipt Gas Form 2 (5-58)

5/30/62 - 10 AM

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

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TO

South Carolina Natural Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....

South Carolina, on the .....

day of ..... A. D. 19.....

at ..... o'clock in the .....

and recorded in Book ..... of Deeds

for said County on Page .....

399

DEEDS

BOOK 126

808

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Walterboro Gas Line

ACCT. NO. 16

CHECK NO. 1322 May 29, 1962, 19

The undersigned hereby acknowledges receipt of timely payment of Forty-five and 75/100--- Dollars ($45.75), as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated February 23, 1962, 19, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

W. F. Givens — H. B. Beach (SEAL)

John L. Bobo — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me W. F. Givens and made oath that he saw the within named H. B. Beach sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L. Bobo in the presence of each other, witnessed the due execution thereof.

W. F. Givens

Sworn to before me this 29th day of May 1962, 19

John L. Bobo
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me and made oath that saw the within named by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19 }

(L. S.)

Notary Public for

5/30/62 - 10 AM

Receipt Gas Form 2 (5-58)

Line:.....

County:.....

RECEIPT FOR RIGHT OF WAY PAYMENT

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TO

South Carolina Natural Gas Company

Dated:....., 19.....

Received in the Clerk's Office of the County of.....

South Carolina, on the.....

day of..... A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on Page.....

BOOK 126

582

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Walterboro Gas Line

ACCT. NO. 16

CHECK NO. 1316

May 4, 1962, 19

The undersigned hereby acknowledges receipt of timely payment of

Three hundred seventy-five and no/100 -- Dollars ($ 375.00),

as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated February 13, 1962, 19, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

S. N. Haws — Mary Claire Haws (SEAL)

John L. Bobo — (SEAL)

(SEAL)

Stamps: S. C. $2.00
Fed. 1.10 (SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me S. N. Haws and made oath that he saw the within named Mary Claire Haws sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L. Bobo in the presence of each other, witnessed the due execution thereof.

S. N. Haws

Sworn to before me this 4th day of May 1962, 19

John L. Bobo
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public for

Receipt Gas Form 2 (5-58)

5/30/62 - 10 AM

Line:.....

County:.....

RECEIPT FOR RIGHT OF WAY PAYMENT

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TO

South Carolina Natural Gas Company

Dated:....., 19.....

Received in the Clerk's Office of the County of .....

South Carolina, on the.....

day of..... A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on Page.....

BOOK 126

484

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Walterboro Gas Line

ACCT. NO. 16

CHECK NO. 1323

May 29, 1962, 19

The undersigned hereby acknowledges receipt of timely payment of

One hundred thirty eight and no/100 -- Dollars ($ 138.00),

as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated February 21, 1962, 19, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

F. E. McKenzie — Florence McKenzie (SEAL)

John L. Bobo — (SEAL)

(SEAL)

Stamps: Fed. $0.55
SC 1.00 (SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me F. E. McKenzie and made oath that he saw the within named Florence McKenzie sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L. Bobo in the presence of each other, witnessed the due execution thereof.

F.E.McKenzie

Sworn to before me this 29th day of May 1962, 19

John L. Bobo
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19 }

(L. S.)

Notary Public for

5/30/62 - 10 AM

Receipt Gas Form 2 (5-58)

DEEDS

Line:.....

County:.....

RECEIPT FOR RIGHT OF WAY PAYMENT

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TO

South Carolina Natural Gas Company

Dated:....., 19.....

Received in the Clerk's Office of the County of.....

South Carolina, on the.....

day of..... A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on Page.....

BOOK 126

4:06

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Walterboro Gas Line

ACCT. NO. 16

CHECK NO. 1327

May 29, 1962 19

The undersigned hereby acknowledges receipt of timely payment of

-One hundred ten and no/100 - Dollars ($ 110.00),

as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated February 2, 1962 19, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Janie Herndon
John L. Bobo

J. P. Herndon (SEAL)

(SEAL)

Stamps: Fed. .55
S.C. 1.00

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me Janie Herndon and made oath that he saw the within named J.P.Herndon sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L. Bobo in the presence of each other, witnessed the due execution thereof.

Janie Herndon

Sworn to before me this 29th day of May 1962, 19

John L. Bobo
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation delivers the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public for

5/30/62 - 10 AM

Receipt Gas Form 2.(5-59)

407

Line:.....

County:.....

RECEIPT FOR RIGHT OF WAY PAYMENT

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TO

South Carolina Natural Gas Company

Dated:....., 19.....

Received in the Clerk's Office of the County of....., South Carolina, on the..... day of..... A. D. 19....., at.....o'clock in the..... and recorded in Book.....of Deeds for said County on Page.....

408

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Walterboro Gas Line

ACCT. NO. 16

CHECK NO. 1317 May 4, 1962 19

The undersigned hereby acknowledges receipt of timely payment of Seven hundred and no/100 -- Dollars ($ 700.00), as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated March 21, 1962, 19, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

D. B. Black Estate

WITNESS:

Cynthia B. Dantzler

Gerald C. Smoak

Edith M. Brown (SEAL)

(SEAL)

(SEAL)

(SEAL)

Stamps: SC $1.00
Fed. .55

State of South Carolina,
County of Colleton

Personally appeared before me Cynthia B. Dantzler and made oath that he saw the within named Edith M. Brown sign, seal and as her act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Gerald C. Smoak in the presence of each other, witnessed the due execution thereof.

Cynthia B. Dantzler

Sworn to before me this 4th day of May 1962, 19

Gerald C. Smoak
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public for

Recorded 5/30/62 - 10 AM

Receipt Gas Form 2 (5-58)

Line:.....

County:.....

RECEIPT FOR RIGHT OF WAY PAYMENT

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TO

South Carolina Natural Gas Company

Dated:....., 19.....

Received in the Clerk's Office of the County of.....

South Carolina, on the.....

day of..... A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on Page.....

BOOK 126

410

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Walterboro Gas Line

ACCT. NO. 16

CHECK NO. 1319 May 7, 1962 19

The undersigned hereby acknowledges receipt of timely payment of

Fifteen and no/100 --- Dollars ($ 15.00),

as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated February 19, 1962, 19, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Mrs. R. E. Smith — Earnest L. Bailey (SEAL)

J. D. Shillito — Carolyn Bailey (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Charleston } ss

Personally appeared before me Mrs. R. E. Smith and made oath that she saw the within named Earnest L. Bailey and Carolyn Bailey seal and as their act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Mrs. R. E. Smith

Sworn to before me this 8th day of May 1962, 19

J. D. Shillito (seal affixed)

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public for

Receipt Gas Form 3 (5-58)

DEEDS

411

Line:.....

County:.....

RECEIPT FOR RIGHT OF WAY PAYMENT

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TO

South Carolina Natural Gas Company

Dated:....., 19.....

Received in the Clerk's Office of the County of.....

South Carolina, on the.....

day of..... A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on Page.....

BOOK 126

412

INDENTURE, made this 26th day of February 1962, 19 ____, by and between

Grace B. Varn

of the township of Verdier, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

Right-of-way enters lands of grantor from the lands of the W. J. Bryan Estate, thence extends across grantors lands in a southerly direction parallel with and adjacent to the eastern side of the St. George-Walterboro 46 KV line right of way now owned by South Carolina Electric and Gas Company to the lands of Florence McKenzie.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the 15 foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for Twenty-five and no/100 Dollars ($ 25.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

J. D. Shillito

Mortie Cohen

Grace B. Varn (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

5/30/62 - 10 AM (SEAL)

(SEAL)

Form RW-Cas 1 (10-61)

413

State of South Carolina,
County of Colleton } ss

Personally appeared before me Mortie Cohen and made oath that he saw the within named Grace B. Varn sign, seal and as her act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Mortie Cohen

Sworn to before me this 26th day of February 1962, 19

J. D. Shillito (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me and made oath that saw the within named by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
County of } ss

RENUNCIATION OF DOWER
grantor a woman.

I, , do hereby certify unto all whom it may concern that Mrs. , the wife of the within named , 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also 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 day of , 19

Notary Public for S. C.

Line:
County:
RIGHT OF WAY GRANT
TO
South Carolina Natural Gas Company
Dated: 19
Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 126

W.J.Bryan Est. by
W.J.Bryan, Jr., Audrey L. Brandon

414

INDENTURE, made this 28 day of February, 19 62, by and between

W. J. Bryan, Jr., and Audrey L. Brandon

of the township of Verdier, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

Right of way enters lands of grantor from the center line of a branch which separates these from lands of W. R. Padgett, thence extends across Grantors lands in a southerly direction parallel with and adjacent to the eastern side of the St. George - Walterboro 46 KV power line right of way, now owned by South Carolina Elictric and Gas Company, to the lands of Mrs. Grace Varn.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the 15 foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for Three hundred and no/100 -- Dollars ($ 300.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

Gerald C. Smoak

Lois O. Bryan

J. D. Shillito

5/30/62 - 10 AM

W. J. Bryan, Jr. (SEAL)

Audrey B. Brandon (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Form RW-Gas 1 (10-61)

DEEDS

415

State of South Carolina,
County of Colleton } ss

Gerald C. Smoak
Personally appeared before me and made oath that he saw the within named
W. J. Bryan, Jr.,
sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with
J. D. Shillito
in the presence of each other, witnessed the due execution thereof.
Gerald C. Smoak

Sworn to before me this 28th day of February 1962, 19
J. D. Shillito (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
Colleton County. } ss

Personally appeared before me J.D.Shillito and made oath that he saw the within named
Audrey B. Brandon
sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with
Lois C. Bryan
in the presence of each other, witnessed the due execution thereof.
J.D.Shillito

Sworn to before me this 28th day of February 1962, 19
Margaret Simmons (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
County of Colleton } ss

RENUNCIATION OF DOWER

I, J.D.Shillito, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Louise A. Bryan, the wife of the within named W. J. Bryan, Jr., 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Louise A. Bryan

Given under my hand and seal this 28th day of February 1962, 19
J. D. Shillito (seal affixed)
Notary Public for S. C.

Line:
County:
RIGHT OF WAY GRANT
TO
South Carolina Natural Gas Company
Dated: 19
Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

416

INDENTURE, made this 30th day of May 1962, 19 ____, by and between

Howard Herndon
Walterboro, S. C.

of the township of Verdier, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tleovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

Right of way enters grantor's land from the lands of Herndon thence extending across grantor's land in a southerly direction and paralleling the eastern side of St. George-Walterboro 46 KV power line right of way now owned by South Carolina Electric and Gas Co., to the lands of Padgett. It is agreed and understood between the parties hereto that said money shall be paid to Howard Herndon for the benefit of all.

This supercedes and canels right of way dated February 15, 1962 ~~Thand~~ recorded in book 126, page 351.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the 15 foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for Fifty and no/100 -- Dollars ($50.00) within six months from the date of this agreement. If the said sum if not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

John L. Bobo
H. C. Hutson, Jr.,

Junior M. Smith (SEAL)
Howard Herndon (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Recorded 5/31/62 - 12 M

Form RW-Cas 1 (10-61)

417

State of South Carolina,
County of Colleton } ss

Personally appeared before me John L. Bobo and made oath that he saw the within named Junior M. Smith and Howard Herndon

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with H. C. Hutson, Jr., in the presence of each other, witnessed the due execution thereof.

John L. Bobo

Sworn to before me this 30th day of May 1962, 19

Ruth Saunders
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
County of Colleton } ss

RENUNCIATION OF DOWER

I, John L. Bobo, do hereby certify unto all whom it may concern that Mrs. ~~Emma~~ Carmela S. Smith & Adell C. Herndon wife of the within named Junior M. Smith & Howard Herndon, 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Carmela S. Smith Adell C. Herndon

Given under my hand and seal this 30th day of May 1962, 19

John L. Bobo (seal affixed)
Notary Public for S. C.

RIGHT OF WAY GRANT

Line:
County:

TO

South Carolina Natural Gas Company

Dated: , 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

418

INDENTURE, made this 31st day of May 1962, 19 ____, by and between

Adell C. Herndon
Walterboro, S. C.

of the township of Verdier, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of fifteen (15) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

Right of way enters grantor's land from the lands of Carter thence extending across grantor's land in a notherly direction and paralleling the eastern side of St. George-Walterboro 46 KV power line right of way now owned by South Carolina Electric & Gas Co., to the lands of Howard Herndon, et al.

As partial consideration for the amount herein stipulated to be paid by the Company, the Grantor will permit, and by these presents does permit, the Company to lay, remove, maintain or operate, a natural gas line or lines, upon the 100 foot easement adjacent to the easement herein granted and presently owned by South Carolina Electric & Gas Company; and the Grantor herein further permits the Company to use the aforesaid 100 foot easement as a means of access and working area to be used in connection with the construction, maintenance or operation of the said gas line, whether laid upon the 15 foot or the 100 foot easement.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for Ten and no/100 -- Dollars ($10.00) within 30 days from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

Howard Herndon

John L. Bobo

Adell C. Herndon (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

5/31/62 - 12 M

Form RW-Gas 1 (10-61)

419

State of South Carolina,
County of Colleton } ss

Personally appeared before me Howard Herndon and made oath that he saw the within named Adell C. Herndon sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with John L. Bobo in the presence of each other, witnessed the due execution thereof.

Howard Herndon

Sworn to before me this 31st day of May 1962, 19....

John L. Bobo
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
.....County. } ss

Personally appeared before me.....and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with .....in the presence of each other, witnessed the due execution thereof.

Sworn to before me this.....day of....., 19.....

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
.....County.

Personally appeared before me.....

and made oath that.....saw the within named.....

by the hand of.....sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that.....with.....witnessed the execution thereof and subscribed.....names as witnesses thereto.

Sworn to and subscribed before me, this.....
day of.....A. D., 19.....

.....(L. S.)

State of South Carolina,
County of..... } ss

RENUNCIATION OF DOWER

I, ..., do hereby certify unto all whom it may concern that Mrs.....the wife of the within named ....., 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 South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also 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.....day of....., 19.....

Notary Public for S. C.

RIGHT OF WAY GRANT

TO

South Carolina Natural Gas Company

Line:.....
County:.....

Dated:....., 19....

Received in the Clerk's Office of the County of.....South Carolina, on the.....day of.....A. D. 19.....at.....o'clock in the.....noon and recorded in Book.....of Deeds for said County on page.....

BOOK 126

420

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Walterboro Gas Line

ACCT. NO. 16

CHECK NO. 1334

May 31, 1962 19

The undersigned hereby acknowledges receipt of timely payment of

Ten and no/100 -- Dollars ($ 10.00),

as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated May 31, 1962, 19, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Howard Herndon

John L. Bobo

Adell C. Herndon (SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me Howard Herndon and made oath that he saw the within named Adell C. Herndon sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L. Bobo in the presence of each other, witnessed the due execution thereof.

Howard Herndon

Sworn to before me this 31st day of May 1962, 19

John L. Bobo Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me and made oath that saw the within named by the hand of sign, affix the corporate seal, and as the act and deed of said corporation delivers the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

Notary Public for

5/31/62 - 12 M

Receipt Gas Form 2 (5-58)

421

Line:.....

County:.....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Natural Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of..... A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on Page.....

BOOK 126

422

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Walterboro Gas Line

ACCT. NO. 16

CHECK NO. 1333 May 31, 1962 19

The undersigned hereby acknowledges receipt of timely payment of

Fifty and no/100 Dollars ($ 50.00),

as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated May 30, 1962, 19, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

O. H. Fralick — Howard Herndon (SEAL)

John L. Bobo — (SEAL)

(SEAL)

(SEAL)

State of South Carolina, } ss.
County of Colleton }

Personally appeared before me O. H. Fralick and made oath that he saw the within named Howard Herndon sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L. Bobo in the presence of each other, witnessed the due execution thereof.

O. H. Fralick

Sworn to before me this 31st day of May 1962, 19

John L. Bobo Notary Public for S. C.

STATE OF SOUTH CAROLINA, }
County. }

Personally appeared before me and made oath that saw the within named by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this day of A. D., 19 (L. S.)

Notary Public for

5/31/62 - 12 M

Receipt Gas Form 2 (5-58)

Line:.....

County:.....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Natural Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of..... A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds,

for said County on Page.....

DEEDS

BOOK 126

424

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Walterboro Gas Line

ACCT. NO. 16

CHECK NO. 1332 May 20, 1962 19

The undersigned hereby acknowledges receipt of timely payment of

Twenty-five and no/100 --- Dollars ($ 25.00),

as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated February 23, 1962, 19, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Willie W. Zeigler — Mrs. J. C. Hiott (SEAL)

John L. Bobo (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me Willie W. Zeigler and made oath that he saw the within named Mrs. J. C. Hiott sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L. Bobo in the presence of each other, witnessed the due execution thereof.

Willie W. Zeigler

Sworn to before me this 30th day of May 1962, 19

John L. Bobo
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public for

Recorded 5/31/62 - 12 M

Receipt Gas Form 2 (5-58)

425

Line:.....

County:.....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Natural Gas Company

Dated:....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of..... A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on Page.....

BOOK 126

426

South Carolina
State Highway Department
Form No. 2090 Rev. 7/1/60

41934

THE STATE OF SOUTH CAROLINA)
County of COLLETON)

LEASE
Borrow and Material Pit

Maintenance as shown below

Docket No.	Route No.	Road No. S-15-26

THIS AGREEMENT made and entered into this 20th day of April, 1962, by and between Laurence S. Barringer

hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, top soil, earth, gravel, sand, stone, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of © feet, consisting of (1) acres, more or less, situated on land owned by the lessor, described as follows:

© Any usable depth.

Borrow Pit located 1500 lin. ft. north of Ashepoo River Bridge (Brick yard Bridge) adjacent to old Borrow Pit and bounded on all sides by other lands of Laurence S. Barringer.

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows:

See attached sketch.

TO HAVE AND TO HOLD the said right to remove top soil, earth, gravel, stone, sand, or other similar material from said pit or pits, and the right of access thereto until May 1, 1964.

And in consideration thereof, the Highway Department hereby covenants and agrees to pay to the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such soil or materials, ~~[illegible]~~ rents and royalties in the sum of Two Hundred dollars ($200.00) Dollars [per acre], plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 60 days from date hereof ~~[illegible]~~, or as follows:

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the top soil, earth, gravel, sand, stone, or other similar material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; ~~[illegible]~~ Pit not to be drained.

3.

Recorded June 5-1962
9 a

Colleton-County
~~[illegible]~~ Charge Docket 15.1028-(30-3)-6230.000

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out.

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor;
Yellow - Chief Accountant; Pink - District Engineer;

427

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

C. C. Hogan

B. P. Baker

L. S. Barringer (L.S.)
Lessor.

Witnesses as to State Highway Department:

A. W. Bohlen

B. P. Baker

S. C. State Highway Department
By A. A. Muckenfuss

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me C. C. Hogan and made oath that he saw the within named L. S. Barringer sign, seal and as his act and deed, execute the within written instrument; and that he with B. P. Baker witnessed the execution thereof.

Sworn to before me this 24th
day of May, 1962

C. C. Hogan

Notary Public for S. C.

The State of South Carolina
County of Colleton

As to Highway Department

Personally appeared before me A. W. Bohlen and made oath that he saw the within named A. A. Muckenfuss sign, seal and as his act and deed, execute the within written instrument; and that he with B. P. Baker witnessed the execution thereof.

Sworn to before me this 1st
day of June, 1962

A. W. Bohlen

Notary Public for S. C.

The State of South Carolina NO MORTGAGE
County of _____

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) _____ do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borro and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by _____ to _____ recorded in Mortgage Book ___ at Page ___ in office of the Clerk of Court or RMC of _____ County.

WITNESS our hand and seal this _____ day of _____, 196__

In the presence of:

_____

_____

_____

RECEIVED
MAY 1962
DISTRICT No. 5
S. C. STATE HIGHWAY DEPT.

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

BOOK 126

TOP SOIL MATERIAL

5601

5602

428

South Carolina
State Highway Department
Form No. 2090 Rev. 7/1/60

THE STATE OF SOUTH CAROLINA)
County of)

LEASE
Borrow and Material Pit

Docket No. 15.336 ~~Route No.~~ Road No. 328

THIS AGREEMENT made and entered into this 22 day of May 1962, 19__, by and between

~~D. Weston Bennett~~

hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, top soil, earth, gravel, sand, stone, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 3.5 feet, consisting of 1.5 acres, more or less, situated on land owned by the lessor, described as follows:

Top Soil Pit located in wooded land 2489' Rt Sta 51-50 and bounded on all sides by other lands of the lessor

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows:

Use existing road

TO HAVE AND TO HOLD the said right to remove top soil, earth, gravel, stone, sand, or other similar material, from said pit or pits, and the right of access thereto until May 22, 1964

And in consideration thereof, the Highway Department hereby covenants and agrees to pay to the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such soil or materials, ~~[as are actually excavated, or caused to be excavated]~~ rents and royalties in the sum of Two hundred ($200.00) Dollars [per acre], plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 30 days from date hereof ~~[after excavation shall have been completed]~~, or as follows:

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the top soil, earth, gravel, sand, stone, or other similar material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows: No drainage necessary

3. Distribution of charges
Docket 15.336 - 2220.130 Colleton County

Recorded 6/5/62 - 2 PM

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out.

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor; Yellow - Chief Accountant; Pink - District Engineer;

429

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

A. P. Smith

G. M. Garris

D. Weston Bennett
Lessor.

Witnesses as to State Highway Department:

Saunders E. Richbourg
Linda Kay Blume

S. C. State Highway Department
By A. A. Muckenfuss

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me A. P. Smith and made oath that he saw the within named D. Weston Bennett sign, seal and as his act and deed, execute the within written instrument; and that he with G. M. Garris witnessed the execution thereof.

Sworn to before me this 22nd day of May 1962, 19__.

A.P.Smith

Norman A. Padgett
Notary Public for S. C.

The State of South Carolina
County of Charleston

As to Highway Department

Personally appeared before me Saundra E. Richbourg and made oath that she saw the within named A. A. Muckenfuss sign, seal and his act and deed, execute the within written instrument; and that she with Linda Kay Blume witnessed the execution thereof.

Sworn to before me this 25th day of May, 19__. 62

Saundra E. Richbourg

Julius W. Thiele (seal affixed
Notary Public for S. C.
My com. exp. At the pleasure of the Governor.

The State of South Carolina
County of _____

No Mortgage.
Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) _____ do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by _____ to _____, recorded in Mortgage Book ___ at Page ___ in office of the Clerk of Court or RMC of _____ County.

WITNESS our hand and seal this _____ day of _____, 196__

In the presence of:

_____

_____

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

BOOK 126

430

4195

South Carolina
State Highway Department
Form No. 2090 Rev. 7/1/60

This Lease has been recorded
Material to be used in Sand Asphalt.

THE STATE OF SOUTH CAROLINA)

County of COLLETON)

LEASE
Borrow and Material Pit

Docket No. 15.1030 Route No. 17 Road No.

THIS AGREEMENT made and entered into this 11 day of July, 1962, by and between Earl Louis Ramsey

hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, top soil, earth, gravel, sand, stone, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of * feet, consisting of 2.3 acres, more or less, situated on land owned by the lessor, described as follows:

* Any usable depth.

Sand Pit located approximately 1.60 miles from intersection of Road 41 & Road 191.

Pit bounded on all sides by lands of Lessor.

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows: Use existing roads.

TO HAVE AND TO HOLD the said right to remove top soil, earth, gravel, stone, sand, or other similar material, from said pit or pits, and the right of access thereto until July 11, 1972

And in consideration thereof, the Highway Department hereby covenants and agrees to pay to the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such soil or materials, [redacted] rents and royalties in the sum of Two Hundred ($ 200.00) Dollars [per acre], plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 30 days from date hereof [redacted], or as follows:

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the top soil, earth, gravel, sand, stone, or other similar material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows: No drainage necessary.

Chg. Docket 15.1030-(20-3)-6230.000 Colleton County

9a

7-16-62

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out.

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor; Yellow - Chief Accountant; Pink - District Engineer.

429

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

A. P. Smith

G. M. Garris

D. Weston Bennett
Lessor.

Witnesses as to State Highway Department:

Saunders E. Richbourg
Linda Kay Blume

S. C. State Highway Department
By A. A. Muckenfuss

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me A. P. Smith and made oath that he saw the within named D. Weston Bennett sign, seal and as his act and deed, execute the within written instrument; and that he with G. M. Garris witnessed the execution thereof.

Sworn to before me this 22nd day of May 1962, 19__.

A.P.Smith

Norman A. Padgett
Notary Public for S. C.

The State of South Carolina
County of Charleston

As to Highway Department

Personally appeared before me Saundra E. Richbourg and made oath that she saw the within named A. A. Muckenfuss sign, seal and his act and deed, execute the within written instrument; and that she with Linda Kay Blume witnessed the execution thereof.

Sworn to before me this 25th day of May, 19__. 62

Saundra E. Richbourg

Julius W. Theile (seal affixed
Notary Public for S. C.
My com. exp at the pleasure of the Governor.

The State of South Carolina
County of _____

No Mortgage.
Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) _____ do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by _____ to _____, recorded in Mortgage Book ____ at Page _____ in office of the Clerk of Court or RMC of _____ County.

WITNESS our hand and seal this _____ day of _____, 196__.

In the presence of:

_____

_____

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

BOOK 126

4.30

4195

South Carolina
State Highway Department
Form No. 2090 Rev. 7/1/60

This Lease has been recorded
Material to be used in Sand Asphalt.

THE STATE OF SOUTH CAROLINA)
County of COLLETON)

LEASE
Borrow and Material Pit

Docket No. 15.1030 Route No. 17 Road No.

THIS AGREEMENT made and entered into this 11 day of July, 1962, by and between Earl Louis Ramsey

hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, top soil, earth, gravel, sand, stone, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of * feet, consisting of 2.3 acres, more or less, situated on land owned by the lessor, described as follows:

* Any usable depth.

Sand Pit located approximately 1.60 miles from intersection of Road 41 & Road 19.

Pit bounded on all sides by lands of Lessor.

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows: Use existing roads.

TO HAVE AND TO HOLD the said right to remove top soil, earth, gravel, stone, sand, or other similar material, from said pit or pits, and the right of access thereto until July 11, 1972

And in consideration thereof, the Highway Department hereby covenants and agrees to pay to the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such soil or materials, [redacted] rents and royalties in the sum of Two Hundred ($ 200.00) Dollars [per acre], plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 30 days from date hereof [redacted], or as follows:

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the top soil, earth, gravel, sand, stone, or other similar material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows: No drainage necessary.

Chg. Docket 15.1030-(20-3)-6230.000 Colleton County

9a

7-16-62

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out.

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor;
Yellow - Chief Accountant; Pink - District Engineer;

429

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

A. P. Smith

G. M. Garris

D. Weston Bennett
Lessor.

Witnesses as to State Highway Department:

Saunders E. Richbourg
Linda Kay Blume

S. C. State Highway Department
By A. A. Muckenfuss

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me A. P. Smith and made oath that he saw the within named D. Weston Bennett sign, seal and as his act and deed, execute the within written instrument; and that he with G. M. Garris witnessed the execution thereof.

Sworn to before me this 22nd day of May 1962. 19__.

A.P.Smith

Norman A. Padgett
Notary Public for S. C.

The State of South Carolina
County of Charleston

As to Highway Department

Personally appeared before me Saundra E. Richbourg and made oath that she saw the within named A. A. Muckenfuss sign, seal and his act and deed, execute the within written instrument; and that she with Linda Kay Blume witnessed the execution thereof.

Sworn to before me this 25th day of May. 19__. 62

Saundra E. Richbourg

Julius W. Thoile (seal affixed
Notary Public for S. C.
My com. exp at the pleasure of the Governor.

The State of South Carolina

No Mortgage.
Mortgage Release

County of _____

KNOW ALL MEN BY THESE PRESENTS, That I (we) _____ do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by _____ to _____, recorded in Mortgage Book ___ at Page _____ in office of the Clerk of Court or RMC of _____ County.

WITNESS our hand and seal this _____ day of _____, 196__.

In the presence of:

_____

_____

_____

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

430

South Carolina
State Highway Department
Form No. 2090 Rev. 7/1/60

This Lease has been recordod
Material to be used in Sand Asphalt.

4195

THE STATE OF SOUTH CAROLINA)
County of COLLETON)

LEASE
Borrow and Material Pit

Docket No. 15.1030 Route No. 17 Road No.

THIS AGREEMENT made and entered into this 11 day of July, 1962, by and between Earl Louis Ramsey

hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, top soil, earth, gravel, sand, stone, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of * feet, consisting of 2.5 acres, more or less, situated on land owned by the lessor, described as follows:

* Any usable depth.

Sand Pit located approximately 1.60 miles from intersection of Road 41 & Road 191.

Pit bounded on all sides by lands of Lessor.

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows: Use existing roads.

TO HAVE AND TO HOLD the said right to remove top soil, earth, gravel, stone, sand, or other similar material, from said pit or pits, and the right of access thereto until July 11, 1972

And in consideration thereof, the Highway Department hereby covenants and agrees to pay to the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such soil or materials, [redacted] rents and royalties in the sum of Two Hundred ($ 200.00) Dollars [per acre], plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 30 days from date hereof [redacted], or as follows:

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the top soil, earth, gravel, sand, stone, or other similar material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows: No drainage necessary.

3. Chg. Docket 15.1030-(20-3)-6230.000 Colleton County

9a

7-16-62

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out.

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor;
Yellow - Chief Accountant; Pink - District Engineer;

DEEDS

431

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

Foch Ulmer

C. C. Hogan

Earl Louis Ramsey
Lessor

Witnesses as to State Highway Department:

Linda Kay Blume

C. C. Hogan

S. C. State Highway Department

By [signature]

The State of South Carolina

County of

As to Lessor

Personally appeared before me C. C. Hogan and made oath that he saw the within named Earl Louis Ramsey sign, seal and as his act and deed, execute the within written instrument; and that he with Foch Ulmer witnessed the execution thereof.

Sworn to before me this 12 day of July 62.

C. C. Hogan

Norman A. Padgett
Notary Public for S. C.

The State of South Carolina

County of Charleston

As to Highway Department

Personally appeared before me Linda Kay Blume and made oath that she saw the within named A. A. Muckenfuss sign, seal and as ___ act and deed, execute the within written instrument; and that she with C. C. Hogan witnessed the execution thereof.

Sworn to before me this 13 day of July 62

Linda Kay Blume

Julius [signature]
Notary Public for S. C.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES AT THE PLEASURE OF THE GOVERNOR.

NO MORTGAGE

The State of South Carolina

County of _____

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) _____ do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borro and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease, s that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by _____ to _____ recorded in Mortgage Book ___ at Page ___ in office of the Clerk of Court or RMC of _____ County.

WITNESS our hand and seal this _____ day of _____, 196__.

In the presence of:

_____

_____

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

AGREEMENT AND CONTRACT OF SALE

THIS AGREEMENT, made and entered into by and between FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT, Beaufort, South Carolina, hereinafter called "ASSOCIATION," and Tennie Lee Legnon, of 116 Bishop Street, Walterboro, South Carolina, hereinafter called "PURCHASER," whether one or more,

WITNESSETH:

1. That the Association is the owner of

All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in Druid Hills Subdivision, near the Town of Walterboro, County of Colleton, State of South Carolina, known and designated as Lot No. Twenty-three (23) on the plat of said subdivision prepared by S. S. Snook, Surveyor, of date 8 January 1955, recorded in the Office of the Clerk of Court for Colleton County in Plat Book 8, page 162, measuring one hundred sixty (160) feet on the Northern and Southern boundaries and Ninety (90) feet on the Eastern and Western boundaries and bounded as follows: On the North by Lot Twenty-two (22) on said plat; on the East by Lot No. Twenty-eight (28) on said plat; on the South by Lot No. Twenty-four (24) on said plat; and on the West by Druid Hills Road.

Being the same property conveyed to First Federal Savings and Loan Association of Beaufort by Deed of Hanna P. Herndon dated May 2, 1962, and recorded in Deed Book 130, page 471, Office of the Clerk of Court for Colleton County, South Carolina.

For Cancellation of this Agreement
see this Book at Page 481-482.

9a
Recorded Aug 11 - 1962

432A

432B

2. That the said Association does hereby agree to sell and convey the above-described premises unto the Purchaser at and for the price of Five Thousand Five Hundred and No/100 ------ ---------- ($ 5,500.00) Dollars to be paid in the manner following: The sum of Two Hundred Fifty and No/100 ---- ---------- ($ 250.00) Dollars being hereby paid (the receipt thereof being acknowledged by the Association). Upon the payment unto said Association of the further sum of Five Thousand Two Hundred Fifty and No/100 ---- ---------- ($ 5,250.00) Dollars, with interest from date at the rate of six (6%) per cent per annum, until paid in full; subject to the recitals hereinafter set forth, the said Association covenants and agrees, and binds itself and its successors and assigns, to convey the above-described real property unto the said Tennie Lee Legnon, her

~~(his) (her) (their)~~ heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple warranty, free from encumbrances. The said principal and interest shall be payable at the offices of said Association, No. 920 Bay Street, Beaufort, South Carolina, in monthly installments of Forty four and No/100 ---- ---------- ($ 44.00) Dollars each, commencing on the first day of October , 19 62 , and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) per cent per annum. The said monthly payments shall be applied as follows, to wit: First, to the payment of interest due on the said Contract of Sale, computed monthly. Second, to the payment by the Association of such taxes, assessments, or insurance as shall from time to time become due on the property pledged to secure this Contract of Sale during the terms thereof, with interest thereon at the rate of six (6%) per cent per annum. Third, the balance of the said amount to the payment to that extent as a credit as of that date on the principal of this obligation. Said payments to continue until the principal and interest, taxes and insurance, with interest as herein provided, are paid in full.

3. When the principal of said obligation shall have been reduced to the sum of ------- ---------- ($ ~~Dollars~~, the Association will deliver, or cause to be delivered, to the Purchaser a Deed in fee to the said premises, free and clear of all encumbrances, except such as are herein assumed by the Purchaser, and the Purchaser shall, upon the execution and delivery of such Deed, execute and deliver to the Association a Note and First Mortgage Lien over the above-described property for said sum of ---------- ($ ~~Dollars~~, payable in monthly installments, with interest thereon at the rate of six (6%) per cent per annum, until paid in full, as prescribed by said Association.

4. That the Purchaser is to have the immediate possession and use of the said premises, and he (she) is to do no act in or upon the said premises that would injure or depreciate the value of the same.

5. And it is agreed that the Purchaser shall pay all taxes, insurance and water rents chargeable against the said premises, and any and all assessments levied by law against the same, accruing and falling due from and after these presents, and will deposit monthly with the Association the additional sum amount to Six and No/100 ----- ---------- ($ 6.00) Dollars, which is equal to one-twelfth of the amount approximately necessary annually to pay the amount of taxes, assessments and insurance on the premises, over and above the installment, which amounts are to be retained by the Association and paid for Purchaser as they fall due. The Association reserves the right to increase or decrease this payment should there be a material change in either the taxes or insurance premium.

6. The Association agrees to pay for the documentary stamps to be affixed to the Deed in connection with this Agreement.

DEEDS

432A

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

AGREEMENT AND CONTRACT OF SALE

THIS AGREEMENT, made and entered into by and between FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT, Beaufort, South Carolina, hereinafter called "ASSOCIATION," and Tennie Lee Lagnon, of 116 Bishop Street, Walterboro, South Carolina, hereinafter called "PURCHASER," whether one or more,

WITNESSETH:

1. That the Association is the owner of

All that certain place, parcel or lot of land, with all improvements thereon, situate, lying and being in Druid Hills Subdivision, near the Town of Walterboro, County of Colleton, State of South Carolina, shown and designated as Lot No. Twenty-three (23) on the plat of said subdivision prepared by S. T. Knock, Surveyor, of date 6 January 1953, recorded in the Office of the Clerk of Court for Colleton County in Plat Book 6, page 162, measuring one hundred sixty (160) feet on the Northern and Southern boundaries and Ninety (90) feet on the Eastern and Western boundaries and bounded as follows: On the North by Lot Twenty-two (22) on said plat; on the East by Lot No. Twenty-eight (28) on said plat; on the South by Lot No. Twenty-four (24) on said plat; and on the West by Druid Hills Road.

Being the same property conveyed to First Federal Savings and Loan Association of Beaufort by Deed of Hanna S. Lagnon dated May 2, 1952, and recorded in Deed Book 130, page 471, Office of the Clerk of Court for Colleton County, South Carolina.

For Cancellation of this Agreement see this Book at Page 481-482

432B

2. That the said Association does hereby agree to sell and convey the above-described premises unto the Purchaser at and for the price of Five Thousand Five Hundred and No/100 ------ ---------- ($ 5,500.00) Dollars to be paid in the manner following: The sum of Two Hundred Fifty and No/100 ---- ---------- ($ 250.00) Dollars being hereby paid (the receipt thereof being acknowledged by the Association). Upon the payment unto said Association of the further sum of Five Thousand Two Hundred Fifty and No/100 ---- ---------- ($ 5,250.00) Dollars, with interest from date at the rate of six (6%) per cent per annum, until paid in full; subject to the recitals hereinafter set forth, the said Association covenants and agrees, and binds itself and its successors and assigns, to convey the above-decribed real property unto the said Tennie Lee Legnon, her

~~(his) (hers) (their)~~ heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple warranty, free from encumbrances. The said principal and interest shall be payable at the offices of said Association, No. 920 Bay Street, Beaufort, South Carolina, in monthly installments of Forty four and No/100 ---- ---------- ($ 44.00) Dollars each, commencing on the first day of October , 19 62 , and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) per cent per annum. The said monthly payments shall be applied as follows, to wit: First, to the payment of interest due on the said Contract of Sale, computed monthly. Second, to the payment by the Association of such taxes, assessments, or insurance as shall from time to time become due on the property pledged to secure this Contract of Sale during the terms thereof, with interest thereon at the rate of six (6%) per cent per annum. Third, the balance of the said amount to the payment to that extent as a credit as of that date on the principal of this obligation. Said payments to continue until the principal and interest, taxes and insurance, with interest as herein provided, are paid in full.

3. When the principal of said obligation shall have been reduced to the sum of ------- ---------- ($) Dollars, the Association will deliver, or cause to be delivered, to the Purchaser a Deed in fee to the said premises, free and clear of all encumbrances, except such as are herein assumed by the Purchaser, and the Purchaser shall, upon the execution and delivery of such Deed, execute and deliver to the Association a Note and First Mortgage Lien over the above-described property for said sum of ---------- ($) Dollars, payable in monthly installments, with interest thereon at the rate of six (6%) per cent per annum, until paid in full, as prescribed by said Association.

4. That the Purchaser is to have the immediate possession and use of the said premises, and he (she) is to do no act in or upon the said premises that would injure or depreciate the value of the same.

5. And it is agreed that the Purchaser shall pay all taxes, insurance and water rents chargeable against the said premises, and any and all assessments levied by law against the same, accruing and falling due from and after these presents, and will deposit monthly with the Association the additional sum amount to Six and No/100 ----- ---------- ($ 6.00) Dollars, which is equal to one-twelfth of the amount approximately necessary annually to pay the amount of taxes, assessments and insurance on the premises, over and above the installment, which amounts are to be retained by the Association and paid for Purchaser as they fall due. The Association reserves the right to increase or decrease this payment should there be a material change in either the taxes or insurance premium.

6. The Association agrees to pay for the documentary stamps to be affixed to the Deed in connection with this Agreement.

4326

2. That the said Association does hereby agree to sell and convey the above-described premises unto the Purchaser

at and for the price of Five Thousand Five Hundred and No/100 ------- ( ) Dollars,

($ 5,500.00), to be paid in the manner following: The sum of Two Hundred Fifty and No/100 ----

($ 250.00) Dollars being hereby paid (the receipt thereof being acknowledged by the Association) upon the execution hereof, and the further sum of Five Thousand Two Hundred Fifty and No/100 -----

($ 5,250.00) Dollars, with interest from date at the rate of six (6%) per cent per annum until paid in full, shall be payable as follows, to-wit: The above described real property unto the said Purchaser, her heirs, executors, administrators and assigns, to own, hold and enjoy, subject, however, to the following conditions, to-wit: Time is to be of the essence of this agreement. The said Purchaser agrees to pay to the Association, at its office, 520 Bay Street, Beaufort, South Carolina, in monthly instalments of Forty four and 92/100 ----

($ 44.92) Dollars, each, commencing on the first day of October, 19 62, and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest at the rate of six (6%) per cent per annum. The said monthly payments shall be applied as follows, to-wit: First, to the payment of interest then due on the said Contract of Sale; second, to the payment to the Association of said monthly payments or any part thereof as may then be in arrears; and the balance on the principal of this obligation. Should default be made in the payment of any monthly payment for a period of thirty (30) days after the same shall become due, then the entire principal sum and interest shall become due and payable at once, at the option of the Association, without notice or demand. Time is of the essence of this agreement. Should default be made in the payment of any monthly payment for a period of thirty (30) days after the same shall become due, then the entire principal sum and interest shall become due and payable at once, at the option of the Association, without notice or demand. Time is of the essence of this agreement to that extent as a credit as of that date on the principal of this obligation. Said payments to continue until the principal and interest, taxes and insurance, with interest as hereinafter stated, are paid in full.

3. When the principal of said obligation shall have been reduced to the sum of ---------

---

the Association will deliver, or cause to be delivered to the Purchaser a Deed in fee to the said premises, free and clear of all encumbrances, except such as are herein assumed by the Purchaser, and the Purchaser shall upon the execution and delivery of such Deed, execute and deliver to the Association a Note and First Mortgage for even date herewith upon the said property for said sum of ----------

---

payable in monthly instalments with interest thereon at the rate of six (6%) per cent per annum, until paid in full, as prescribed by said Association.

4. That the Purchaser is to pay the ten cents premium and a fee of $3 per year to Cole's Fire to do so and in or upon the said premises that would injure or depreciate the value of the same.

5. And it is agreed that the Purchaser shall pay all taxes, insurance and assessments for public utilities and any and all assessments levied by law against the said property and before due from and after the premises, and will deposit monthly with the Association the additional sum amount to Six and 08/100 -----

($ 6.00) Dollars, which is equal to one-twelfth of the amount approximately necessary to pay the amount of taxes, assessments and insurance on the premises, over and above the instalments, which amounts are to be retained by the Association and paid by the Purchaser as they fall due. The Association reserves the right to increase or decrease this payment should there be a special change in either the taxes or insurance premium.

6. The Association agrees to pay for the documentary stamps to be affixed to the Deed in connection with this Agreement.

7. That the premises are bought and sold in their present state of repair. As an additional consideration for this agreement, the purchaser shall keep the premises hereinabove described in good repair; and failure to do so shall be, at the option of the Association, a violation of this agreement, and sufficient cause for the cancellation thereof.

8. In the event the said Purchaser shall fail promptly to make any of the monthly payments as hereinabove provided for, or shall fail to pay when due any insurance premiums, taxes, water rents or assessments chargeable against the said premises, or should any monthly payment and/or monthly amounts necessary to pay taxes and insurance be past due and unpaid for a period of fifteen (15) days, the said Association, shall, at its option, be discharged and relieved from any liability to make and deliver any such Deed to the Purchaser. In any such event the rights of the Purchaser shall absolutely cease and determine hereunder, and the said Purchaser may be treated as a tenant holding over after the termination of, or contrary to the terms of, his lease, and the said Association shall thereupon be entitled to immediate possession of the premises and to pursue such remedies as it may be entitled to under the law as landlord. All sums paid by the Purchaser hereunder shall be treated as rent or as liquidated damages; or, if it prefer so to do, the said Association may enforce the payment of the purchase money and seek the specific performance of this agreement.

9. That there are no other agreements relating to the sale, either verbal or written, and this instrument represents the entire contract of sale.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President, and attested by James G. Thomas, its Manager, and its Corporate Seal to be hereto affixed, this 10th day of August, 196 2, and witness the Hand and Seal of the within Tennie Lee Legnon this 10th day of August, 196 2

Signed, Sealed and Delivered in Presence of:

Betty R. Brown

Laura Young

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas

CALHOUN THOMAS, *President.*

ATTEST:

James G. Thomas

JAMES G. THOMAS, *Manager.*

Betty R. Brown

Tennie Lee Legnon (SEAL)

Tennie Lee Legnon *Purchaser.*

Laura Young

(SEAL)

Purchaser.

DEEDS

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7. That the premises are bought and sold in their present state of repair. As an additional consideration for this agreement, the purchaser shall keep the premises hereinabove described in good repair; and failure to do so shall be, at the option of the Association, a violation of this agreement, and sufficient cause for the cancellation thereof.

8. In the event the said Purchaser shall fail promptly to make any of the monthly payments as hereinabove provided for, or shall fail to pay when due any insurance premiums, taxes, water rents or assessments chargeable against the said premises, or should any monthly payment and/or monthly amounts necessary to pay taxes and insurance be past due and unpaid for a period of fifteen (15) days, the said Association, shall, at its option, be discharged and relieved from any liability to make and deliver any such Deed to the Purchaser. In any such event the rights of the Purchaser shall absolutely cease and determine hereunder, and the said Purchaser may be treated as a tenant holding over after the termination of, or contrary to the terms of, his lease, and the said Association shall thereupon be entitled to immediate possession of the premises and to pursue such remedies as it may be entitled to under the law as landlord. All sums paid by the Purchaser hereunder shall be treated as rent or as liquidated damages; or, if it prefer so to do, the said Association may enforce the payment of the purchase money and seek the specific performance of this agreement.

9. That there are no other agreements relating to the sale, either verbal or written, and this instrument represents the entire contract of sale.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President, and attested by James G. Thomas, its Manager, and its Corporate Seal to be hereto affixed, this 10th day of August, 196 2, and witness the Hand and Seal of the within Tannie Lee Logan

this 10th day of August, 196 2.

Signed, Sealed and Delivered in Presence of:

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas, President.

ATTEST:

James G. Thomas, Manager.

Tannie Lee Logan (SEAL)
Purchaser.

(SEAL)
Purchaser.

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432F.

STATE OF SOUTH CAROLINA,
COUNTY OF BEAUFORT

PERSONALLY appeared before me Betty R. Brown who, on oath, says that she saw the within-named First Federal Savings and Loan Association of Beaufort, by Calhoun Thomas, its President, sign the within Sales Contract, and James O. Tabano, Its Manager attest the same, and the said Corporation, by said officers, seal said Contract, and, as its act and deed, deliver the same, and that she with Laura Spivey witnessed the execution thereof.

Betty R. Brown

SWORN to before me, this 10th day of August, 19 62

Laura Spivey (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF BEAUFORT

PERSONALLY appeared before me Betty R. Brown and made oath that she saw the within-named Tonnie Lee Legnon sign, seal, and, as her act and deed, deliver the within-written Sales Contract; and that she with Laura Spivey witnessed the execution thereof.

Betty R. Brown

SWORN to before me, this 10th day of August, 19 62

Laura Spivey (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF NOT NECESSARY

I, _____, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within-named _____, 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 First Federal Savings and Loan Association of Beaufort, 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 _____ day of _____, A. D. 19____

_____ (SEAL)

_____ (SEAL)
Notary Public for South Carolina.

DEEDS

4433

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

TERRIE LEE LEGROS

CONTRACT OF SALE

I hereby certify that the within Contract has been this _____ day of _____, A. D. 19____, recorded in my office in Book _____ of _____, Page _____

Clerk of the Court of Common Pleas and General Sessions for _____ County.

#34

STATE OF SOUTH CAROLINA, COUNTY OF COLLETON LEASE AGREEMENT

INDENTURE made this 10 day of April 1962, by and between Robert W. Carter of Walterboro, S. C. hereinafter called the Lessor, which expression shall be taken to include his heirs, executors, administrators and assigns, and Lonnie D. Webster of Walterboro, S. C., hereinafter called the Lessee, which expression shall be taken to include his heirs, executors, administrators and assigns:

WITNESSETH:
The Lessor does hereby lease unto the Lessee the following described lot of land:

ALL that piece, parcel or lot of land, located in Colleton County, South Carolina, measuring and bounding as follows: Measuring three hundred and fifty (350) feet on the north and bounded by the Edisto River; measuring three hundred and twenty (320') feet on the east and being bounded thereon by lands of Robert W. Carter; measuring two hundred and forty (240) feet on the south and bounded thereon by lands of Robert W. Carter; measuring two hundred and ten (210) feet on the west and bounded thereon by lands of Robert W. Carter.

TO HAVE AND TO HOLD the above leased property for a period of fifteen (15) years, for the payment of $1.00.

Lessor also grants unto the Lessee the right of ingress and egress over his property, whereby the Lessee may have full use ofthe above described lot of land. The road over which the Lessee will travel has been constructed by the Lessee.

It is hereby agreed by and between Lessor and Lessee that in the event the Lessor has a sale for the tract of land of which the above described lot is a portion and the prospective purchaser does not desire said lot to continue under lease, then and in that event the Lessor, Lessee and the purchaser will come to an agreement concerning the value of the improvements on said lot, as placed thereby by Lessee, and will then repay lessee whatever amount the three agree on.

The Lessor agrees with the Lessee that the Lessee performing and observing the agreements herein containing may peaceable hold the said premises during the said term without interruption by the Lessor or any person claiming under him.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 10 day of April 1962.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF: Robert W. Carter, Lessor
W. C. Walker
Ashton Syfrett Louise D. Webster, Lessee

Stamps: S.C. 4¢

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me W. C. Walker, and made oath that he saw the within named Robert W. Carter and Lonnie D. Webster, sign, seal and as their act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that he with Ashton Syfrette witnessed the execution thereof.

SWRN to before me this 15
day of April 1962. W. C. Walker

Courtland M. Rixer, Jr., (LS)
Notary Public for S. C.

Recorded 8/21/62 - 9 AM

BOOK 126

FORM FHA 449-1
(10-60)

O O 436

U. S. DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

STATE: South Carolina
COUNTY: Colleton

OPTION TO PURCHASE REAL PROPERTY

1. In consideration of the sum of $ 1.00 in hand paid and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned (hereinafter called the "Seller"), who covenants that he is the owner thereof, hereby, for himself and his heirs, executors, administrators, successors and assigns, offers and agrees to sell and convey to

William H. Smoak, Route #2, Ruffin, South Carolina
(Name and address)

(hereinafter called the "Buyer"), and hereby grants to the said Buyer the exclusive and irrevocable option and right to purchase, under the conditions hereinafter provided, the following-described property, located in Colleton County, State of South Carolina:

(Insert here full and complete legal description of the property including any water rights and water stocks being purchased)

56 acres, more or less, and bounded as follows, to wit: North by lands of Reber R. Padgett; East by lands of Pete Sharp; South by lands of Ritter Lumber Company; and West by Salkehatchie Swamp, more fully appears on plat in Plat Book 10, Page 223.

8-23-62 10 am

FHA 449-1
(10-60)

The title to said property is to be conveyed free and clear of all encumbrances except for the following reservations, exceptions and leases, and no others:

(Insert here a full statement of all reservations, exceptions and leases, including, in the case of leases, the date of the termination of the lease, the correct name(s) and address(es) of the lessee(s) and, if recorded, the place of recordation)

2. This option is given to enable the Buyer to obtain a loan insured or made by the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, and its duly authorized representatives, (hereinafter called the "Government"), for the purchase of said property. It is agreed that the Buyer's efforts to obtain such a loan constitute a part of the consideration for this option.

3. The total purchase price for said property is $ 3,800.00 ; said amount being in addition to the $ 2.00 above mentioned.

4. The Seller agrees to pay all expenses of title clearance including, if required, abstract or certificate of title or policy of title insurance, continued down to the date of acceptance of this option and thereafter continued down to and including date of recordation of the deed from the Seller to the Buyer, costs of survey, if required, and attorney's fees; and the Seller agrees that, except as herein provided, all taxes, liens, encumbrances, or other interests in third persons will be satisfied, discharged, or paid by him including stamp taxes and other expenses incident to the preparation and execution of the deed and other evidences of title. Title evidences will be obtained from persons and be in such form as the Government shall approve.

(Strike inapplicable language above or insert herein any different agreement regarding the paying of title clearance charges)

5. The Seller also agrees to secure for the Buyer, from the records of the County Agricultural Stabilization and Conservation Committee, aerial surveys of the property when available, all obtainable information relating to allotments and production history and any other information needed in connection with the consideration of the proposed purchase of the property.

6. The Seller further agrees to convey said property to the Buyer by general warranty deed (except where the law provides otherwise for conveyances by trustees, officers of courts, etc.) in the form, manner and at the time required by the Government, conveying to the Buyer a valid, unencumbered, indefeasible fee-simple title to said property meeting all requirements of the Government; that the purchase price shall be paid at the time of recording such deed; and that said lands, including improvements, shall be delivered in the same condition as they now are, customary use and wear excepted.

43 6A

DEEDS

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7. Taxes, water assessments and other general and special assessments of whatsoever nature for the year in which the closing of the transaction takes place shall be prorated as of the date of the closing of the transaction, it being expressly agreed that for the purpose of such proration the tax year shall be deemed to be the calendar year. If the closing of the transaction shall occur before the tax rate is fixed, the apportionment of taxes shall be on the basis of the tax rate for the next preceding year applied to the latest assessed valuation.

(Insert here any different tax agreement)

8. This option may be exercised by the Buyer, at any time while the offer herein shall remain in force, by mailing, telegraphing or delivering in person a written notice of acceptance of the offer herein to William H. Smoak, at Route #2, in the city of Ruffin, County of Colleton, State of South Carolina.

The offer herein shall remain irrevocable for a period of Six (6) months from the date hereof and shall remain in force thereafter until one (1) year from the date hereof unless earlier terminated by the Seller. The Seller may terminate this offer at any time after the Six (6) months' irrevocable period provided herein by giving to the Buyer ten (10) days' written notice of intention to terminate at the address of the Buyer. Acceptance of this option by the Buyer within ten (10) days after such notice is received by him shall constitute a valid acceptance of the option.

9. Loss or damage to the property by fire or from an act of God shall be at the risk of the Seller until the deed to the Buyer has been recorded, and in the event that such loss or damage occurs, the Buyer may, without liability, refuse to accept conveyance of title, or he may elect to accept conveyance of title, in which case there shall be an equitable adjustment of the purchase price.

10. Insert here conditions peculiar to particular transaction.

DEEDS

IN WITNESS WHEREOF, the Seller and the Buyer have set their hands and seals this 22 day of August, 19 62

WITNESSES:

C. E. Langston

C P Fillmore

C. E. Langston

C P Fillmore

Tal H. Herndon (Marr.) (Seller) (Husband)*

Gladys S. Herndon (Marr.) (Seller) (Wife)*

William H. Smoak (Buyer) (Husband)

Pearl B. Smoak (Buyer) (Wife)

*(Indicate marital status of Seller as "married," "single," "divorced," after signature.)

(For use if Seller is a corporation)

IN WITNESS WHEREOF, the Seller has caused its corporate name to be hereunto subscribed by its _____ President, and its duly attested corporate seal to be hereunto affixed by its _____ Secretary, at _____ State of _____, on the _____ day of _____, 19____

(CORPORATE SEAL)

_____ (Name of corporation)

ATTEST: _____ By _____

_____ Secretary. _____ President.

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

PERSONALLY appeared before me C. E Langston and made oath that he saw the within named Tal H. Herndon; Gladys S. Herndon; William H. Smoak; and Pearl B. Smoak sign, seal and as their act and deed, deliver the within written motion, and that he with C.P.Fillmore Witnessed the execution thereof.

SWORN to before me this 22nd day of August A.D. 1962

C. E. Langston

C P Fillmore (SEAL)

Notary Public for South Carolina

O O L E H

428

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys- Walterboro Gas Line.

ACCT. NO. 16

CHECK NO. 1325. May 29, 1962. 19

The undersigned hereby acknowledge receipt of timely payment of Three Hundred and No/100 Dollars ($300.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated February 28, 1962/, 19, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton, and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Louise A.Bryan. W.JBryan Jr. (SEAL)

John L.Bobo. Audrey L.Brandon. (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton. }

Personally appeared before me Louise A.Bryan and made oath that she saw the within named W.J.Bryan Jr. and Audrey L.Brandon. sign, and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that she with John L.Bobo. in the presence of each other, witnessed the due execution thereof.

Louise A.Bryan.

Sworn to before me this 29 day of May 1962. 19

John R.Bobo.
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this }
day of A. D., 19 }

(L. S.)

Notary Public for

Form RW-3-SC-12-53

Recorded August 29, 1962. at 11 A.M

439

DEEDS

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of.....A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on page.....

440

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

AGREEMENT AND CONTRACT OF SALE

THIS AGREEMENT, made and entered into by and between FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT, Beaufort, South Carolina, hereinafter called "ASSOCIATION," and NORMAN WILSON, of Ruffin, South Carolina hereinafter called "PURCHASER," whether one or more,

WITNESSETH:

1. That the Association is the owner of

All that piece, parcel or tract of land, with all the improvements thereon, situate, lying and being in Williams School District, Colleton County, South Carolina, containing one-half (½) acre, and measuring and bounding as follows, to-wit: Measuring two hundred eighteen (218) feet on the North and being bounded thereon by lands formerly of Estelle Lawton, now McMillan; Measuring one hundred five (105) feet on the East and being bounded thereon by lands formerly of Estelle Lawton, now McMillan; Measuring two hundred eighteen (218) feet on the South and being bounded thereon by lands of Annie Belle Clemons Wilson; Measuring one hundred five (105) feet on the West and being bounded thereon by lands of Annie Belle Clemons Wilson.

Being the same property conveyed to First Federal Savings and Loan Association of Beaufort by Deed of O. H. Rhodes, Judge of Probate, Colleton County, South Carolina, dated August 9, 1962, and recorded in Deed Book 131, page 147, Office of the Clerk of Court for Colleton County, South Carolina.

9 a.m.
Recorded Aug 31 - 1962

DEEDS

440A

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

AGREEMENT AND CONTRACT OF SALE

THIS AGREEMENT, made and entered into by and between FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT, Beaufort, South Carolina, hereinafter called "ASSOCIATION," and NORMAN WILSON, of Ruffin, South Carolina

hereinafter called "PURCHASER," whether one or more,

WITNESSETH:

1. That the Association is the owner of

All that piece, parcel or tract of land, with all the improvements thereon, situate, lying and being in Williams School District, Colleton County, South Carolina, containing one-half (½) acre, and measuring and bounding as follows, to-wit: Measuring two hundred eighteen (218) feet on the North and being bounded thereon by lands formerly of Estelle Lawton, now Mobilian; Measuring one hundred five (105) feet on the East and being bounded thereon by lands formerly of Estelle Lawton, now Mobilian; Measuring two hundred eighteen (218) feet on the South and being bounded thereon by lands of Annie Belle Clemons Wilson; Measuring one hundred five (105) feet on the West and being bounded thereon by lands of Annie Belle Clemons Wilson.

Being the same property conveyed to First Federal Savings and Loan Association of Beaufort by Deed of O. E. Rhodes, Judge of Probate, Colleton County, South Carolina, dated August 9, 1962, and recorded in Deed Book XII, page 147, office of the Clerk of Court for Colleton County, South Carolina.

South Carolina Stamps & Tax
Certificate

Recorded in the Clerk's Office of Colleton County
of
South Carolina, in Deed Book
day of
at
and entered in Deed
Re-entered on page

Recorded Aug 31 - 1962

440B

2. That the said Association does hereby agree to sell and convey the above-described premises unto the Purchaser at and for the price of Two Thousand and No/100 ------ ($2,000.00) Dollars to be paid in the manner following: The sum of One Hundred and No/100 ------- ($100.00) Dollars being hereby paid (the receipt thereof being acknowledged by the Association). Upon the payment unto said Association of the further sum of One Thousand Nine Hundred and No/100 -------- ($1,900.00) Dollars, with interest from date at the rate of six (6%) per cent per annum, until paid in full; subject to the recitals hereinafter set forth, the said Association covenants and agrees, and binds itself and its successors and assigns, to convey the above-decribed real property unto the said Norman Wilson

(his) (her) (their) heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple warranty, free from encumbrances. The said principal and interest shall be payable at the offices of said Association, No. 920 Bay Street, Beaufort, South Carolina, in monthly installments of Twenty and No/100 ----- ($20.00) Dollars each, commencing on the first day of October, 19 62, and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) per cent per annum. The said monthly payments shall be applied as follows, to wit: First, to the payment of interest due on the said Contract of Sale, computed monthly. Second, to the payment by the Association of such taxes, assessments, or insurance as shall from time to time become due on the property pledged to secure this Contract of Sale during the terms thereof, with interest thereon at the rate of six (6%) per cent per annum. Third, the balance of the said amount to the payment to that extent as a credit as of that date on the principal of this obligation. Said payments to continue until the principal and interest, taxes and insurance, with interest as herein provided, are paid in full.

3. When the principal of srid obligation shall have been reduced to the sum of ------- ($ ------) Dollars, the Association will deliver, or cause to be delivered, to the Purchaser a Deed in fee to the said premises, free and clear of all encumbrances, except such as are herein assumed by the Purchaser, and the Purchaser shall, upon the execution and delivery of such Deed, execute and deliver to the Association a Note and First Mortgage Lien over the above-described property for said sum of ------- ($ -------) Dollars, payable in monthly installments, with interest thereon at the rate of six (6%) per cent per annum, until paid in full, as prescribed by said Association.

4. That the Purchaser is to have the immediate possession and use of the said premises, and he (she) is to do no act in or upon the said premises that would injure or depreciate the value of the same.

5. And it is agreed that the Purchaser shall pay all taxes, insurance and water rents chargeable against the said premises, and any and all assessments levied by law against the same, accruing and falling due from and after these presents, and will deposit monthly with the Association the additional sum amount to Five and No/100 ------ ($5.00) Dollars, which is equal to one-twelfth of the amount approximately necessary annually to pay the amount of taxes, assessments and insurance on the premises, over and above the installment, which amounts are to be retained by the Association and paid for Purchaser as they fall due. The Association reserves the right to increase or decrease this payment should there be a material change in either the taxes or insurance premium.

6. The Association agrees to pay for the documentary stamps to be affixed to the Deed in connection with this Agreement.

DEEDS

4400

2. That the said Association does hereby agree to sell and convey the above-described premises unto the Purchaser at and for the price of Two Thousand and No/100 ------ ($ 2,000.00) Dollars

be paid in the manner following: The sum of One Hundred and No/100 ------ ($ 100.00) Dollars

being hereby paid (the receipt thereof being acknowledged by the Association). Upon the payment unto said Association of the further sum of One Thousand Nine Hundred and No/100 ------ ($ 1,900.00) Dollars,

with interest from date at the rate of six (6%) per cent per annum, until paid in full; subject to the recitals hereinafter set forth, the said Association covenants and agrees, and binds itself and its successors and assigns, to convey the above-described real property unto the said Norman Wilson

(his) (her) (their) heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple warranty, free from encumbrances. The said principal and interest shall be payable at the offices of said Association, No. 920 Bay Street, Beaufort, South Carolina, in monthly installments of Twenty and No/100 ------ ($ 20.00) Dollars

each, commencing on the first day of October, 19 05, and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) per cent per annum. The said monthly payments shall be applied as follows, to wit: First, to the payment of interest due on the said Contract of Sale, computed monthly. Second, to the payment by the Association of such taxes, assessments or insurance as shall from time to time become due on the property pledged to secure this Contract of Sale, during the terms thereof, with interest thereon at the rate of six (6%) per cent per annum. Third, the balance (if any) to the payment to that extent, as a credit as of that date on the principal of this obligation. Said payments to continue until the principal and interest, taxes and insurance, with interest as herein provided, are paid in full.

3. When the principal of said obligation shall have been reduced to the sum of ------ ($ ------) Dollars, the Association will deliver, or cause to be delivered, to the Purchaser a Deed in fee to the said premises in [illegible] of all encumbrances, except such as are herein assumed by the Purchaser, and the Purchaser shall, upon the execution and delivery of such Deed, execute and deliver to the Association a Note and First Mortgage Lien over the above-described property for said sum of ------ ($ ------) Dollars, payable in monthly installments, with interest thereon at the rate of six (6%) per cent per annum, until paid in full, as prescribed by said Association.

4. That the Purchaser is to have the immediate possession and use of the said premises [illegible] act in or upon the said premises that would injure or depreciate the value of the same.

5. And it is agreed that the Purchaser shall pay all taxes, insurance and water rents chargeable against the said premises, and any and all assessments levied by law against the same accruing and falling due from and after these presents, and will deposit monthly with the Association the additional sum amount to Five and No/100 ($ 5.00) Dollars, which is equal to one-twelfth of the amount approximately necessary annually to pay the amount of taxes, assessments and insurance on the premises, over and above the installment, which amounts are to be retained by the Association and paid for Purchaser as they fall due. The Association reserves the right to increase or decrease this payment should there be a material change in either the taxes or insurance premium.

6. The Association agrees to pay for the documentary stamps to be affixed to the Deed in connection with this Agreement.

440D

7. That the premises are bought and sold in their present state of repair. As an additional consideration for this agreement, the purchaser shall keep the premises hereinabove described in good repair; and failure to do so shall be, at the option of the Association, a violation of this agreement, and sufficient cause for the cancellation thereof.

8. In the event the said Purchaser shall fail promptly to make any of the monthly payments as hereinabove provided for, or shall fail to pay when due any insurance premiums, taxes, water rents or assessments chargeable against the said premises, or should any monthly payment and/or monthly amounts necessary to pay taxes and insurance be past due and unpaid for a period of fifteen (15) days, the said Association, shall, at its option, be discharged and relieved from any liability to make and deliver any such Deed to the Purchaser. In any such event the rights of the Purchaser shall absolutely cease and determine hereunder, and the said Purchaser may be treated as a tenant holding over after the termination of, or contrary to the terms of, his lease, and the said Association shall thereupon be entitled to immediate possession of the premises and to pursue such remedies as it may be entitled to under the law as landlord. All sums paid by the Purchaser hereunder shall be treated as rent or as liquidated damages; or, if it prefer so to do, the said Association may enforce the payment of the purchase money and seek the specific performance of this agreement.

9. That there are no other agreements relating to the sale, either verbal or written, and this instrument represents the entire contract of sale.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President, and attested by James G. Thomas, its Manager, and its Corporate Seal to be hereto affixed, this 27th day of August, 196 2, and witness the Hand and Seal of the within Norman Wilson this 27th day of August, 196 2

Signed, Sealed and Delivered in Presence of:

Kathryn B. Nelson

Sylvia E. Killian

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas

CALHOUN THOMAS, *President.*

ATTEST:

S. D. Bowers, Jr. Treasurer

Norma S. Meiley

R.E. Black

Norman Wilson (SEAL)

Norman Wilson *Purchaser.*

(SEAL)

Purchaser.

440E

440F

STATE OF SOUTH CAROLINA,
COUNTY OF Beaufort

PERSONALLY appeared before me Kathryn B. Nelson who, on oath, says that she saw the within-named First Federal Savings and Loan Association of Beaufort, by Calhoun Thomas, its President, sign the within Sales Contract, and C. O. Brooks, Jr. its Secretary-Treasurer, attest the same, and the said Corporation, by said officers, seal said Contract, and, as its act and deed, deliver the same, and that she with Sylvia E. Killian witnessed the execution thereof.

Kathryn B. Nelson

SWORN to before me, this 27th day of August, 19 62

Laura Spencer (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

PERSONALLY appeared before me Norma S. Miley and made oath that he saw the within-named Norman Wilson sign, seal, and, as his act and deed, deliver the within-written Sales Contract; and that he with R. E. Black witnessed the execution thereof.

Norma S. Miley

SWORN to before me, this 29th day of August, 1962

R. Eugene Black (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

I, _____, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within-named Norman Wilson, 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 First Federal Savings and Loan Association of Beaufort, 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 _____ day of August, A. D. 19 62

_____ (SEAL)

_____ (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,

COUNTY OF Colleton

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

Norman Wilson

CONTRACT OF SALE

Jan

I hereby certify that the within Contract has been this 21 day of August A. D. 19 62, recorded in my office in Book _____ of Deeds, Page _____

Clerk of the Court of Common Pleas and General Sessions for Colleton County.

AB Crosby

DEEDS

44

442

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

AGREEMENT AND CONTRACT OF SALE

THIS AGREEMENT, made and entered into by and between FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT, Beaufort, South Carolina, hereinafter called "ASSOCIATION," and Ida S. Mack, of Route 2, Box 179, Walterboro, South Carolina, hereinafter called "PURCHASER," whether one or more,

WITNESSETH:

1. That the Association is the owner of

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in Hampton Drive Subdivision, near the Town of Walterboro, in the County of Colleton, State of South Carolina, shown and designated as Lot No. 215 on a plat of Hampton Drive Subdivision, prepared by S. S. Snook, Surveyor, of date March 6, 1948, measuring One Hundred Fifty (150') feet on the northern and southern boundaries, and One hundred (100') feet on the Eastern and Western boundaries, be the said measurements, more or less, and bounded as follows: On the North by Lot No. 216 on said plat; on the East by Poplar Street; on the South by Lot No. 214 on said plat; and on the West by lands formerly of the Jenkins Estate. Being the same property conveyed to Lee J. Berry and T. D. Hiers by Deed of Jimmie L. Haseldon dated the ___ day of March, 1962, and recorded in the Office of the Clerk of Court for Colleton County; and conveyed by Lee J. Berry and T. D. Hiers to First Federal Savings and Loan Association of Beaufort by Deed dated May 14, 1962, and recorded in Deed Book 130, Page 475, Colleton County.

Recorded Sept 18 - 1962

DEEDS

442A

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

AGREEMENT AND CONTRACT OF SALE

THIS AGREEMENT, made and entered into by and between FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT, Beaufort, South Carolina, hereinafter called "ASSOCIATION," and

Ida S. Mack, of Route 2, Box 179, Walterboro, South Carolina,

hereinafter called "PURCHASER," whether one or more.

WITNESSETH:

I. That the Association is the owner of

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in Hampton Drive Subdivision, near the Town of Walterboro, in the County of Colleton, State of South Carolina, shown and designated as Lot No. 215 on a plat of Hampton Drive Subdivision, prepared by S. S. Snook, Surveyor, of date March 6, 1948, measuring One Hundred Fifty (150') feet on the northern and southern boundaries, and One Hundred (100') feet on the Eastern and Western boundaries, be the said measurements, more or less, and bounded as follows: On the North by Lot No. 216 on said plat; on the East by Poplar Street; on the South by Lot No. 214 on said plat; and on the West by Lands Formerly of the Jenkins Estate. Being the same property conveyed to Lee J. Berry and T. D. Hiers by Deed of Jimmie L. Haselden dated the ___ day of March, 1961, and recorded in the Office of the Clerk of Court for Colleton County; and conveyed by Lee J. Berry and T. D. Hiers to First Federal Savings and Loan Association of Beaufort by Deed dated May 14, 1962, and recorded in Deed Book 130, Page 475, Colleton County.

442B

2. That the said Association does hereby agree to sell and convey the above-described premises unto the Purchaser at and for the price of Three Thousand Six Hundred and No/100 ---------- ($3,600.00) Dollars to be paid in the manner following: The sum of One Hundred Fifty and No/100 ---------- ($150.00) Dollars being hereby paid (the receipt thereof being acknowledged by the Association). Upon the payment unto said Association of the further sum of Three Thousand Four Hundred Fifty and No/100 ---------- ($3,450.00) Dollars, with interest from date at the rate of six (6%) per cent per annum, until paid in full; subject to the recitals hereinafter set forth, the said Association covenants and agrees, and binds itself and its successors and assigns, to convey the above-decribed real property unto the said Ida S. Mack (his) (her) (their) heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple warranty, free from encumbrances. The said principal and interest shall be payable at the offices of said Association, No. 920 Bay Street, Beaufort, South Carolina, in monthly installments of Thirty and No/100 ---------- ($30.00) Dollars each, commencing on the first day of November, 19 62, and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) per cent per annum. The said monthly payments shall be applied as follows, to wit: First, to the payment of interest due on the said Contract of Sale, computed monthly. Second, to the payment by the Association of such taxes, assessments, or insurance as shall from time to time become due on the property pledged to secure this Contract of Sale during the terms thereof, with interest thereon at the rate of six (6%) per cent per annum. Third, the balance of the said amount to the payment to that extent as a credit as of that date on the principal of this obligation. Said payments to continue until the principal and interest, taxes and insurance, with interest as herein provided, are paid in full.

3. When the principal of said obligation shall have been reduced to the sum of ---------- ($----------) Dollars, the Association will deliver, or cause to be delivered, to the Purchaser a Deed in fee to the said premises, free and clear of all encumbrances, except such as are herein assumed by the Purchaser, and the Purchaser shall, upon the execution and delivery of such Deed, execute and deliver to the Association a Note and First Mortgage Lien over the above-described property for said sum of ---------- ($----------) Dollars, payable in monthly installments, with interest thereon at the rate of six (6%) per cent per annum, until paid in full, as prescribed by said Association.

4. That the Purchaser is to have the immediate possession and use of the said premises, and he (she) is to do no act in or upon the said premises that would injure or depreciate the value of the same.

5. And it is agreed that the Purchaser shall pay all taxes, insurance and water rents chargeable against the said premises, and any and all assessments levied by law against the same, accruing and falling due from and after these presents, and will deposit monthly with the Association the additional sum amount to Five and No/100 ---------- ($5.00) Dollars, which is equal to one-twelfth of the amount approximately necessary annually to pay the amount of taxes, assessments and insurance on the premises, over and above the installment, which amounts are to be retained by the Association and paid for Purchaser as they fall due. The Association reserves the right to increase or decrease this payment should there be a material change in either the taxes or insurance premium.

6. The Association agrees to pay for the documentary stamps to be affixed to the Deed in connection with this Agreement.

DEEDS

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2. That the said Association does hereby agree to sell and convey the above-described premises unto the Purchaser and for the price of Three Thousand Six Hundred and No/100 ---------- ($ 3,600.00) Dollars to be paid in the manner following: The sum of One Hundred Fifty and No/100 ---- ($ 150.00) Dollars being hereby paid (the receipt thereof being acknowledged by the Association). Upon the payment unto said Association of the further sum of Three Thousand Four Hundred Fifty and No/100 ---------- ($ 3,450.00) Dollars, with interest from date at the rate of six (6%) per cent per annum, until paid in full; subject to the recitals hereinafter set forth, the said Association covenants and agrees, and binds itself and its successors and assigns, to convey the above-described real property unto the said Ida S. Mack

(his) (her) (their) heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple warranty, free from encumbrances. The said principal and interest shall be payable at the offices of said Association, No. 920 Bay Street, Beaufort, South Carolina, in monthly installments of Thirty and No/100 ---------- ($ 30.00) Dollars each, commencing on the first day of November 19 62, and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) per cent per annum. The said monthly payments shall be applied as follows, to wit: First, to the payment of interest due on the said Contract of Sale, computed monthly; Second, to the payment by the Association of such taxes, assessments, or insurance as shall from time to time become due on the property pledged to secure the Contract of Sale during the terms thereof, with interest thereon at the rate of six (6%) per cent per annum. Third, the balance of the said amount to the payment to that extent as a credit as of that date on the principal of this obligation. Said payments to continue until the principal and interest, taxes and insurance, with interest as herein provided, are paid in full.

3. When the principal of said obligation shall have been reduced to the sum of ---------- the Association will deliver, or cause to be delivered, to the Purchaser a Deed in fee to the said premises, free and clear of all encumbrances, except such as are herein assumed by the Purchaser, and the Purchaser shall, upon the execution and delivery of such Deed, execute and deliver to the Association a Note and First Mortgage Lien over the above-described property for said sum of ---------- payable in monthly installments, with interest thereon at the rate of six (6%) per cent per annum, until paid in full, as prescribed by said Association.

4. That the Purchaser is to have the immediate possession and use of the said premises, and he (she) is to do no act in or upon the said premises that would injure or depreciate the value of the same.

5. And it is agreed that the Purchaser shall pay all taxes, insurance and water rents chargeable against the said premises, and any and all assessments levied by law against the same, accruing and falling due from and after these presents, and will deposit monthly with the Association the additional sum amount to Five and No/100 ---------- ($ 5.00) Dollars, which is equal to one-twelfth of the amount approximately necessary annually to pay the amount of taxes, assessments and insurance on the premises, over and above the installment, which amounts are to be retained by the Association and paid for Purchaser as they fall due. The Association reserves the right to increase or decrease this payment should there be a material change in either the taxes or insurance premium.

6. The Association agrees to pay for the documentary stamps to be affixed to the Deed in connection with this Agreement.

442D

STATE OF SOUTH CAROLINA,
COUNTY OF BEAUFORT

7. That the premises are bought and sold in their present state of repair. As an additional consideration for this agreement, the purchaser shall keep the premises hereinabove described in good repair; and failure to do so shall be, at the option of the Association, a violation of this agreement, and sufficient cause for the cancellation thereof.

8. In the event the said Purchaser shall fail promptly to make any of the monthly payments as hereinabove provided for, or shall fail to pay when due any insurance premiums, taxes, water rents or assessments chargeable against the said premises, or should any monthly payment and/or monthly amounts necessary to pay taxes and insurance be past due and unpaid for a period of fifteen (15) days, the said Association, shall, at its option, be discharged and relieved from any liability to make and deliver any such Deed to the Purchaser. In any such event the rights of the Purchaser shall absolutely cease and determine hereunder, and the said Purchaser may be treated as a tenant holding over after the termination of, or contrary to the terms of, his lease, and the said Association shall thereupon be entitled to immediate possession of the premises and to pursue such remedies as it may be entitled to under the law as landlord. All sums paid by the Purchaser hereunder shall be treated as rent or as liquidated damages; or, if it prefer so to do, the said Association may enforce the payment of the purchase money and seek the specific performance of this agreement.

9. That there are no other agreements relating to the sale, either verbal or written, and this instrument represents the entire contract of sale.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President, and attested by James G. Thomas, its Manager, and its Corporate Seal to be hereto affixed, this 7th day of September, 1962, and witness the Hand and Seal of the within Ida S. Mack this 7th day of September, 1962

Signed, Sealed and Delivered in Presence of:

Felix B. Green, Jr.

Myrtle D. Epps

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas
CALHOUN THOMAS, *President.*

ATTEST:

James G. Thomas
JAMES G. THOMAS, *Manager.*

Wendell O. Adams

Mary L. Haerms

X Ida S. Mack (SEAL)
Ida S. Mack *Purchaser.*

(SEAL)
Purchaser.

DEEDS

442E

7. That the premises are bought and sold in their present state of repair. As an additional consideration for this agreement, the purchaser shall keep the premises hereinabove described in good repair; and failure to do so shall be, at the option of the Association, a violation of this agreement, and sufficient cause for the cancellation thereof.

8. In the event the said Purchaser shall fail promptly to make any of the monthly payments as hereinabove provided for, or shall fail to pay when due any insurance premiums, taxes, water rents or assessments chargeable against the said premises, or should any monthly payment and/or monthly amounts necessary to pay taxes and insurance be past due and unpaid for a period of fifteen (15) days, the said Association, shall, at its option, be discharged and relieved from any liability to make and deliver any such Deed to the Purchaser. In any such event the rights of the Purchaser shall absolutely cease and determine hereunder, and the said Purchaser may be treated as a tenant holding over after the termination of, or contrary to the terms of, his lease, and the said Association shall thereupon be entitled to immediate possession of the premises and to pursue such remedies as it may be entitled to under the law as landlord. All sums paid by the Purchaser hereunder shall be treated as rent or as liquidated damages; or, if it prefer so to do, the said Association may enforce the payment of the purchase money and seek the specific performance of this agreement.

9. That there are no other agreements relating to the sale, either verbal or written, and this instrument represents the entire contract of sale.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President, and attested by James G. Thomas, its Manager, and its Corporate Seal to be hereto affixed, this 7th day of September, 1962, and witness the Hand and Seal of the within Ida S. Mack

this 7th day of September, 1962

Signed, Sealed and Delivered in Presence of:

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By [signature]
Calhoun Thomas, President

ATTEST:

[signature]
James G. Thomas, Manager

[signature] (SEAL)
Ida S. Mack
Purchaser

[signature] (SEAL)
Purchaser

442-F

4

STATE OF SOUTH CAROLINA,
COUNTY OF Beaufort

PERSONALLY appeared before me Myrtle G. Epps who, on oath, says that he saw the within-named First Federal Savings and Loan Association of Beaufort, by Calhoun Thomas, its President, sign the within Sales Contract, and Carl R. Hoskins, its Secretary-Treasurer, attest the same, and the said Corporation, by said officers, seal said Contract, and, as its act and deed, deliver the same, and that he with Felix B. Greene, Jr. witnessed the execution thereof.

James G. Thomas

Myrtle G Epps

SWORN to before me, this 7th day of September 19 62

Felix B. Greene, Jr. (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF

PERSONALLY appeared before me Mary L. Haenia and made oath that she saw the within-named Ida S. Mack sign, seal, and, as her act and deed, deliver the within-written Sales Contract; and that she with Wendell O. Adams witnessed the execution thereof.

Mary L. Haenia

SWORN to before me, this 15th day of September 19 62

Wendell O. Adams (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF

NOT NECESSARY

I, _____, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within-named _____, 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 First Federal Savings and Loan Association of Beaufort, 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 _____ day of _____, A. D. 19____

_____ (SEAL)

_____ (SEAL)
Notary Public for South Carolina.

DEEDS

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STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

IDA S. MACK

CONTRACT OF SALE

I hereby certify that the within Contract has been

this _____ day of _____, A. D.

19____, recorded in my office in Book _____

of _____, Page _____

Clerk of the Court of Common Pleas and General

Sessions for _____ County.

444

INDENTURE, made this 19th day of September, 19 62, by and between John W. Turner

of the Town of Cottageville, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee, Grantors, being the owners of land situate in the County of Colleton, State of South Carolina, which said land abuts on the street or highway known as Marshtown Road and is bounded Northerly by lands of W. B. Adams Easterly by lands of Paul Ackerman Southerly by lands of B. H. Willis Westerly by lands of Marshtown Road hereby grant and convey to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, maintain and operate an electric line consisting of poles, conductors, overhead and underground lightning protective wires, private communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across and under said land along the said street or highway and/or on my or our land described as follows: Line to extend in a northerly direction for a distance of approximately 900 feet along the east side of Marshtown Road to serve Mr. Turner's barn.

Together with the right from time to time to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to remove said line or any part thereof.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within fifteen (15) feet of any wire strung on said line; provided, however, any damage to the property of Grantors (other than that caused by said trimming, cutting or removing) caused by Grantee in maintaining or repairing said line, shall be borne by Grantee. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have caused this indenture to be duly executed the day and year first above written.

WITNESS:

Mary Ann Cave

H. C. Hutson, Jr.

John W. Turner (SEAL)

(SEAL)

(SEAL)

(SEAL)

Recorded this 27th day of Sept., 1962
9 A. M. A. B. Crosby

Form SW-4-S.C.-1-60

445

State of South Carolina,

County of Colleton

Personally appeared before me H. C. Hutson, Jr.
and made oath that he saw the within named John W. Turner sign, seal and as his act and deed deliver the within Right of Way Grant for the uses and purposes therein mentioned, and that he with Mary Anne Cave in the presence of each other, witnessed the due execution thereof.

H. C. Hutson, Jr.

Sworn to before me this 19th day of September, 19 62
J. D. Shillito (Seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)
Notary Public for

RENOUNCEMENT OF DOWER

State of South Carolina,

County of

I, , do hereby certify unto all whom it may concern that , the wife of the within named , 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 South Carolina Electric & Gas Company, her heirs and assigns, all her interests 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 day of , 19

Notary Public for S. C.

Line:
County:
RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: , 19

Received in the Clerk's Office of the County of , South Carolina, on the A. D. 19 , day of o'clock in the noon at and recorded in Book of Deeds for said County on page

446

STATE OF SOUTH CAROLINA)
) **LEASE**
COUNTY OF COLLETON)

This indenture and lease agreement made and entered into and concluded at Walterboro, South Carolina, this 16th day of October, 1962, by and between Phyliss Bates and Charlie Bates, Lessor, and Ralph A. Smith, Lessee,

WITNESSETH:

That the said Phyliss Bates and Charlie Bates have granted and leased, and by these presents do grant and lease unto the said Ralph A. Smith:

> All that certain piece, parcel or tract of land, situate lying and being in Red Bank School District, Colleton County, South Carolina, measuring and containing sixteen (16) acres, more or less, and being near U. S. Highway 15, in said county and state, bounded and described as follows: Bounded on the North by lands of Mrs. Annie DeWitt; on the East by lands of John Zeigler; on the South by county road separating it from lands of T. J. Hiott; and on the West by lands of Manuel Evans.

This being the same tract of land formerly owned by Leroy Williams. for the period from 16 October, 1962, to 1 January, 1964, for a rental of TWO HUNDRED TWENTY-FIVE ($225.00) Dollars payable as follows, to wit: One Hundred ($100.00) Dollars payable upon the signing and delivery of this agreement and One Hundred Twenty-Five ($125.00) Dollars on the 12th day of December, 1962.

TO HAVE AND TO HOLD the said premises unto the said Ralph A. Smith, Lessee, his executors, administrators, heirs and assigns, for the full period from the 16th day of October, 1962 to the 1st day of January, 1964, for agricultural and livestock purposes.

SIGNED, SEALED AND DELIVERED in duplicate the day and year first above written.

In the presence of:

Edna V. DeWitt

Gerald C Smith

Phyllis Bates

/s/ Phyliss Bates (L.S.)

/s/ Charlie Bates Charlie Bates (L.S.)
Lessors

Ralph A. Smith (L.S.)
Lessee

Doc Stamp $. 12 ¢

Recorded Oct 18 - 1962

DEEDS

446A

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

L E A S E

This indenture and lease agreement made and entered into and concluded at Walterboro, South Carolina, this 16th day of October, 1962, by and between Phyllis Bates and Charlie Bates, Lessor, and Ralph A. Smith, Lessee,

WITNESSETH:

That the said Phyllis Bates and Charlie Bates have granted and leased, and by these presents do grant and lease unto the said Ralph A. Smith:

> All that certain piece, parcel or tract of land, situate lying and being in Red Bank School District, Colleton County, South Carolina, measuring and containing sixteen (16) acres, more or less, and being near U. S. Highway 15, in said county and state, bounded and described as follows: Bounded on the North by lands of Mrs. Annie DeWitt; on the East by lands of John Zeigler; on the South by county road separating it from lands of T. J. Hiott; and on the West by lands of Manuel Evans.

This being the same tract of land formerly owned by Leroy Williams.

for the period from 16 October, 1962, to 1 January, 1964, for a rental of TWO HUNDRED TWENTY-FIVE ($225.00) Dollars payable as follows, to wit: One Hundred ($100.00) Dollars payable upon the signing and delivery of this agreement and One Hundred Twenty-Five ($125.00) Dollars on the 12th day of December, 1962.

TO HAVE AND TO HOLD the said premises unto the said Ralph A. Smith, Lessee, his executors, administrators, heirs and assigns, for the full period from the 16th day of October, 1962 to the 1st day of January, 1964, for agricultural and livestock purposes.

SIGNED, SEALED AND DELIVERED in duplicate the day and year first above written.

In the presence of:

Phyllis Bates

/s/ Phyllis Bates (L.S.)

/s/ Charlie Bates (L.S.)
Lessors

Ralph A. Smith (L.S.)
Lessee

Doc. Stamp #12.4

Recorded Oct 18-1962

446B

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

PERSONALLY appeared before me Edna V. DeWitt, who on oath says: That she was present and saw Phyliss Bates and Charlie Bates, Lessors, and Ralph A. Smith, Lessee, sign, seal and as their acts and deeds, deliver the foregoing written Lease in duplicate; and that she with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this 16th
day of October 1962.

Edna V. DeWitt

Gerald C. Smoak (L.S.)

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

PERSONALLY appeared before me Edna V. DeVitt, who on oath says: That she was present and saw Phyllis Bates and Charlie Bates, Lessors, and Ralph A. Smith, Lessee, sign, seal and as their acts and deeds, deliver the foregoing written lease in duplicate; and that she with Gerald C. Bowen witnessed the execution thereof.

SWORN to before me this 16th day of October, 1982.

_____ (L.S.)

448

INDENTURE, made this 18th day of August, 19 62, by and between
J. M. Rowe, Jr. & Jessie H. Rowe

of the Community of Round O, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee, Grantors, being the owners of land situate in the County of Colleton, State of South Carolina, which said land abuts on the street or highway known as S. C. Road # 45 and is bounded Northerly by lands of ____ Easterly by lands of J. K. Dodd Southerly by lands of Caanon Church Westerly by lands of Road # 45 hereby grant and convey to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, maintain and operate an electric line consisting of poles, conductors, overhead and underground lightning protective wires, private communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across and under said land along the said street or highway and/or on my or our land described as follows: Line to proceed in a southerly direction from end of present line near Round O to, Caanon Church,. All of line to be on left side of road for a distance of 3 spans (approx. 1250 ft.) behind hedge row and across borrow pit. Line then jumps to right side of road on King (Garris) property.

Together with the right from time to time to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to remove said line or any part thereof.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within fifteen (15) feet of any wire strung on said line; provided, however, any damage to the property of Grantors (other than that caused by said trimming, cutting or removing) caused by Grantee in maintaining or repairing said line, shall be borne by Grantee. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have caused this indenture to be duly executed the day and year first above written.

WITNESS:

John Rowe, Jr. — Jessie H. Rowe (SEAL)

H. C. Hutson, Jr. — (SEAL)

(SEAL)

(SEAL)

Recorded 10-17-62 9 A. M. A. B. Crosby, Clerk

Form SW-44.C.-1-58

449

State of South Carolina,
County of Charleston

Personally appeared before me H. C. Hutson, Jr.
and made oath that he saw the within named Jessie H. Rowe sign, seal and as his act and deed deliver the within R/W Grant for the uses and purposes therein mentioned, and that he with John Rowe, Jr. in the presence of each other, witnessed the due execution thereof.

H. C. Hutson, Jr.

Sworn to before me this 15th day of October, 19 62
Gresham Meggett
Seal affixed Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)
Notary Public for

RENOUNCEMENT OF DOWER

State of South Carolina,
County of

I, do hereby certify unto all whom it may concern that the wife of the within named 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 South Carolina Electric & Gas Company, her heirs and assigns, all her interests 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 day of , 19

Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: , 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 , at o'clock in the noon and recorded in Book of Deeds for said County on page

450

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

AGREEMENT AND CONTRACT OF SALE

THIS AGREEMENT, made and entered into by and between FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT, Beaufort, South Carolina, hereinafter called "ASSOCIATION," and Joe Frasier, 2684 Ford Street, Charleston Heights, South Carolina hereinafter called "PURCHASER," whether one or more,

WITNESSETH:

1. That the Association is the owner of

All that certain piece, parcel or lot of land, with the improvements thereon, situate in Hendersonville School District, County of Colleton, and State of South Carolina, measuring on its Northern and Southern boundary lines one hundred (100) feet each, and on its Eastern and Western boundary lines one hundred and fifty (150) feet each; and bounded on the East by lands of Leon Litchfield, being Lot Number twenty-four on a plat made by Harry M. Fripp, Surveyor, for Leon Litchfield; on the West by lands of Leon Litchfield, being Lot twenty-six (26 on the plat above referred to; on the North by lands of Leon Litchfield; and on the South by a twenty (20) foot street; the said lot herein described being shown and designated as Lot Number Twenty-five (25) on the plat hereinabove referred to.

Being the same property conveyed to First Federal Savings and Loan Association of Beaufort by Deed of O. H. Rhodes, Judge Of Probate, Colleton County, South Carolina, dated October 4, 1962, and recorded in Deed Book 131, Page 301, Office of the Clerk of Court for Colleton County, South Carolina.

11-13-62 9 A.M.

DEEDS

450A

AGREEMENT AND CONTRACT OF SALE

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

THIS AGREEMENT, made and entered into by and between FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT, Beaufort, South Carolina, hereinafter called "ASSOCIATION," and Joe Frasier, 2634 Ford Street, Charleston Heights, South Carolina hereinafter called "PURCHASER," whether one or more.

WITNESSETH:

1. That the Association is the owner of

All that certain piece, parcel or lot of land, with the improvements thereon, situate in Hendersonville School District, County of Colleton, and State of South Carolina, measuring on its Northern and Southern Boundary lines one hundred (100) feet each, and on its Eastern and Western boundary lines one hundred and fifty (150) feet each; and bounded on the East by lands of Leon Litchfield, being Lot Number twenty-four on a plat made by Harry M. Kripp, Surveyor, for Leon Litchfield; on the West by lands of Leon Litchfield, being Lot twenty-six (26 on the plat above referred to; on the North by lands of Leon Litchfield; and on the South by a twenty (20) feet street; the said lot herein described being shown and designated as Lot Number twenty-five (25) on the plat hereinabove referred to.

Being the same property conveyed to First Federal Savings and Loan Association of Beaufort by Deed of D. H. Sanders, Judge of Probate, Colleton County, South Carolina, dated October 4, 1964, and recorded in Deed Book 131, Page 301, Office of the Clerk of Court for Colleton County, South Carolina.

450B

2. That the said Association does hereby agree to sell and convey the above-described premises unto the Purchaser at and for the price of One Thousand Six Hundred and No/100 ------- ($ 1,600.00) Dollars to be paid in the manner following: The sum of One Hundred Fifty and No/100 ------- ($ 150.00) Dollars being hereby paid (the receipt thereof being acknowledged by the Association). Upon the payment unto said Association of the further sum of One Thousand Four Hundred Fifty and No/100 ------- ($ 1,450.00) Dollars, with interest from date at the rate of six (6%) per cent per annum, until paid in full; subject to the recitals hereinafter set forth, the said Association covenants and agrees, and binds itself and its successors and assigns, to convey the above-decribed real property unto the said Joe Frasier, (his) (her) (their) heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple warranty, free from encumbrances. The said principal and interest shall be payable at the offices of said Association, No. 920 Bay Street, Beaufort, South Carolina, in monthly installments of Twenty-two and No/100 ------- ($ 22.00) Dollars each, commencing on the first day of December , 1962 , and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) per cent per annum. The said monthly payments shall be applied as follows, to wit: First, to the payment of interest due on the said Contract of Sale, computed monthly. Second, to the payment by the Association of such taxes, assessments, or insurance as shall from time to time become due on the property pledged to secure this Contract of Sale during the terms thereof, with interest thereon at the rate of six (6%) per cent per annum. Third, the balance of the said amount to the payment to that extent as a credit as of that date on the principal of this obligation. Said payments to continue until the principal and interest, taxes and insurance, with interest as herein provided, are paid in full.

3. When the principal of said obligation shall have been reduced to the sum of ---------- ($ ----------) Dollars, the Association will deliver, or cause to be delivered, to the Purchaser a Deed in fee to the said premises, free and clear of all encumbrances, except such as are herein assumed by the Purchaser, and the Purchaser shall, upon the execution and delivery of such Deed, execute and deliver to the Association a Note and First Mortgage Lien over the above-described property for said sum of ---------- ($ ----------) Dollars, payable in monthly installments, with interest thereon at the rate of six (6%) per cent per annum, until paid in full, as prescribed by said Association.

4. That the Purchaser is to have the immediate possession and use of the said premises, and he (she) is to do no act in or upon the said premises that would injure or depreciate the value of the same.

5. And it is agreed that the Purchaser shall pay all taxes, insurance and water rents chargeable against the said premises, and any and all assessments levied by law against the same, accruing and falling due from and after these presents, and will deposit monthly with the Association the additional sum amount to Three and No/100 ---------- ($ 3.00) Dollars, which is equal to one-twelfth of the amount approximately necessary annually to pay the amount of taxes, assessments and insurance on the premises, over and above the installment, which amounts are to be retained by the Association and paid for Purchaser as they fall due. The Association reserves the right to increase or decrease this payment should there be a material change in either the taxes or insurance premium.

6. The Association agrees to pay for the documentary stamps to be affixed to the Deed in connection with this Agreement.

DEEDS

4576

5. The Association shall not have the power to buy or sell real property except as may be necessary for the conduct of its business.

6. The Association shall not have the power to buy or sell personal property except as may be necessary for the conduct of its business.

7. The Association shall not have the power to borrow money or pledge its property except as may be necessary for the conduct of its business.

8. The Association shall not have the power to lend money except as may be necessary for the conduct of its business.

9. The Association shall not have the power to guarantee the obligations of others except as may be necessary for the conduct of its business.

10. The Association shall not have the power to issue stock except as may be necessary for the conduct of its business.

11. The Association shall not have the power to declare dividends except as may be necessary for the conduct of its business.

12. The Association shall not have the power to merge with or consolidate with any other corporation except as may be necessary for the conduct of its business.

13. The Association shall not have the power to dissolve except as may be necessary for the conduct of its business.

14. The Association shall not have the power to amend its articles of incorporation except as may be necessary for the conduct of its business.

15. The Association shall not have the power to amend its bylaws except as may be necessary for the conduct of its business.

16. The Association shall not have the power to adopt a seal except as may be necessary for the conduct of its business.

17. The Association shall not have the power to issue certificates of membership except as may be necessary for the conduct of its business.

18. The Association shall not have the power to hold meetings of members except as may be necessary for the conduct of its business.

19. The Association shall not have the power to elect directors except as may be necessary for the conduct of its business.

20. The Association shall not have the power to appoint officers except as may be necessary for the conduct of its business.

21. The Association shall not have the power to remove directors except as may be necessary for the conduct of its business.

22. The Association shall not have the power to remove officers except as may be necessary for the conduct of its business.

23. The Association shall not have the power to fill vacancies on the board of directors except as may be necessary for the conduct of its business.

24. The Association shall not have the power to fill vacancies in the offices of officers except as may be necessary for the conduct of its business.

25. The Association shall not have the power to establish committees except as may be necessary for the conduct of its business.

26. The Association shall not have the power to appoint committees except as may be necessary for the conduct of its business.

27. The Association shall not have the power to establish rules and regulations except as may be necessary for the conduct of its business.

28. The Association shall not have the power to amend rules and regulations except as may be necessary for the conduct of its business.

29. The Association shall not have the power to establish fees except as may be necessary for the conduct of its business.

30. The Association shall not have the power to collect fees except as may be necessary for the conduct of its business.

31. The Association shall not have the power to establish dues except as may be necessary for the conduct of its business.

32. The Association shall not have the power to collect dues except as may be necessary for the conduct of its business.

33. The Association shall not have the power to establish assessments except as may be necessary for the conduct of its business.

34. The Association shall not have the power to collect assessments except as may be necessary for the conduct of its business.

35. The Association shall not have the power to establish penalties except as may be necessary for the conduct of its business.

36. The Association shall not have the power to impose penalties except as may be necessary for the conduct of its business.

37. The Association shall not have the power to establish procedures except as may be necessary for the conduct of its business.

38. The Association shall not have the power to amend procedures except as may be necessary for the conduct of its business.

39. The Association shall not have the power to establish forms except as may be necessary for the conduct of its business.

40. The Association shall not have the power to amend forms except as may be necessary for the conduct of its business.

41. The Association shall not have the power to establish policies except as may be necessary for the conduct of its business.

42. The Association shall not have the power to amend policies except as may be necessary for the conduct of its business.

43. The Association shall not have the power to establish guidelines except as may be necessary for the conduct of its business.

44. The Association shall not have the power to amend guidelines except as may be necessary for the conduct of its business.

45. The Association shall not have the power to establish standards except as may be necessary for the conduct of its business.

46. The Association shall not have the power to amend standards except as may be necessary for the conduct of its business.

47. The Association shall not have the power to establish codes except as may be necessary for the conduct of its business.

48. The Association shall not have the power to amend codes except as may be necessary for the conduct of its business.

49. The Association shall not have the power to establish regulations except as may be necessary for the conduct of its business.

50. The Association shall not have the power to amend regulations except as may be necessary for the conduct of its business.

450D

7. That the premises are bought and sold in their present state of repair. As an additional consideration for this agreement, the purchaser shall keep the premises hereinabove described in good repair; and failure to do so shall be, at the option of the Association, a violation of this agreement, and sufficient cause for the cancellation thereof.

8. In the event the said Purchaser shall fail promptly to make any of the monthly payments as hereinabove provided for, or shall fail to pay when due any insurance premiums, taxes, water rents or assessments chargeable against the said premises, or should any monthly payment and/or monthly amounts necessary to pay taxes and insurance be past due and unpaid for a period of fifteen (15) days, the said Association, shall, at its option, be discharged and relieved from any liability to make and deliver any such Deed to the Purchaser. In any such event the rights of the Purchaser shall absolutely cease and determine hereunder, and the said Purchaser may be treated as a tenant holding over after the termination of, or contrary to the terms of, his lease, and the said Association shall thereupon be entitled to immediate possession of the premises and to pursue such remedies as it may be entitled to under the law as landlord. All sums paid by the Purchaser hereunder shall be treated as rent or as liquidated damages; or, if it prefer so to do, the said Association may enforce the payment of the purchase money and seek the specific performance of this agreement.

9. That there are no other agreements relating to the sale, either verbal or written, and this instrument represents the entire contract of sale.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President, and attested by James G. Thomas, its Manager, and its Corporate Seal to be hereto affixed, this 29th day of October, 1962, and witness the Hand and Seal of the within Joe Frasier this 29th day of October, 1962

Signed, Sealed and Delivered in Presence of:

Myrtle D. Epps
Felix B. Green, Jr.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas
CALHOUN THOMAS, *President.*

ATTEST:

James G. Thomas
JAMES G. THOMAS, *Manager.*

Margarie L. Brown
Felix B. Green, Jr.

Joe Frasier (SEAL)
Joe Frasier *Purchaser.*

Joe Frasier (SEAL)
Purchaser.

DEEDS

450t

7. That the premises are bought and sold in their present state of repair. As an additional consideration for this agreement, the purchaser shall keep the premises hereinabove described in good repair; and failure to do so shall be, at the option of the Association, a violation of this agreement, and sufficient cause for the cancellation thereof.

8. In the event the said Purchaser shall fail promptly to make any of the monthly payments as hereinabove provided for, or shall fail to pay when due any insurance premiums, taxes, water rents or assessments chargeable against the said premises, or should any monthly payment and/or monthly amounts necessary to pay taxes and insurance be past due and unpaid for a period of fifteen (15) days, the said Association shall, at its option, be discharged and relieved from any liability to make and deliver any such Deed to the Purchaser. In any such event the rights of the Purchaser shall absolutely cease and determine hereunder, and the said Purchaser may be treated as a tenant holding over after the termination of, or contrary to the terms of this lease, and the said Association shall thereupon be entitled to immediate possession of the premises and to pursue such remedies as it may be entitled to under the law as landlord. All sums paid by the Purchaser hereunder shall be treated as rent or as liquidated damages; or, if it prefer so to do, the said Association may enforce the payment of the purchase money and seek the specific performance of this agreement.

9. That there are no other agreements relating to the sale, either verbal or written, and this instrument represents the entire contract of sale.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President, and attested by James G. Thomas, its Manager, and its Corporate Seal to be hereto affixed, this 29th day of October, 1962, and witness the Hand and Seal of the within Joe Frazier

this 29th day of October, 1962

Signed, Sealed and Delivered in Presence of:

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By [signature]
Calhoun Thomas, President

ATTEST

[signature]
James G. Thomas, Manager

[signature] (SEAL)
Joe Frazier, Purchaser

[signature] (SEAL)
Purchaser

STATE OF SOUTH CAROLINA,
COUNTY OF BEAUFORT

PERSONALLY appeared before me Myrtle G. Epps who, on oath, says that she saw the within-named First Federal Savings and Loan Association of Beaufort, by Calhoun Thomas, its President, sign the within Sales Contract, and James G. Thomas, Its Manager attest the same, and the said Corporation, by said officers, seal said Contract, and, as its act and deed, deliver the same, and that she with Felix B. Greene, Jr. witnessed the execution thereof.

Myrtle G. Epps

SWORN to before me, this 29th day of October, 1962

Felix B. Greene, Jr. (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF BEAUFORT

PERSONALLY appeared before me Marjorie T. Brown and made oath that he saw the within-named Joe Frasier sign, seal, and, as his act and deed, deliver the within-written Sales Contract; and that he with Felix B. Greene, Jr. witnessed the execution thereof.

Marjorie T. Brown

SWORN to before me, this 29th day of October, 1962

Felix B. Greene, Jr. (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF CHARLESTON

I, William A. Holmes, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Josie Frasier the wife of the within-named Joe Frasier, 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 First Federal Savings and Loan Association of Beaufort, 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 29 day of October, A. D. 1962

Josie Frasier
Joe Frasier (SEAL)

William A. Holmes (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,

COUNTY OF Colleton

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

JOE FRASIER

CONTRACT OF SALE

I hereby certify that the within Contract has been

this _____ day of _____, A. D.

19____, recorded in my office in Book _____

of _____, Page _____

Clerk of the Court of Common Pleas and General

Sessions for _____ County.

DEEDS

451

South Carolina
State Highway Department
Form No. 2090 Rev. 7/1/60

5481 452

THE STATE OF SOUTH CAROLINA)
County of Colleton)

LEASE
Borrow and Material Pit

Docket No. 15.338 Route No. Road No. 114 & 115

THIS AGREEMENT made and entered into this 27 day of November, 19 62, by and between Elegerbar Corporation hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, top soil, earth, gravel, sand, stone, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 12 feet, consisting of 0.25 acres, more or less, situated on land owned by the lessor, described as follows:

Topsoil Pit located in wooded land 21,503' Rt. Sta. 147-67.

Pit bounded on all sides by other lands of Lessor.

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows: Use fire line for 1000' from pit and existing woods road for 1650' to Road 28.

TO HAVE AND TO HOLD the said right to remove top soil, earth, gravel, stone, sand, or other similar material, from said pit or pits, and the right of access thereto until July 31, 1964.

And in consideration thereof, the Highway Department hereby covenants and agrees to pay to the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such soil or materials, as are actually excavated, or caused to be excavated, rents and royalties in the sum of Two Hundred and Fifty ------- ($250.00) Dollars per acre, plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 30 days from date hereof

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the top soil, earth, gravel, sand, stone, or other similar material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows:
Pit to be drained to adjoining branch.

3. Distribution of Charges:
Docket 15.338 - 2220.130
Colleton County

Recorded 12-17-62 9 A. M.

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out.

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor;
Yellow - Chief Accountant; Pink - District Engineer;

453

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

Mabel L. Shea

M. William Javana

ELSERBAR CORPORATION
(SEAL AFFIXED)
Ralph S. Bullis, Vice Pres. & Treasurer

Neal M. Welch, Secretary

Lessor.

Witnesses as to State Highway Department:

Saundra R. Conway

Linda Kay Blume

S. C. State Highway Department

By A. A. Muckenfuss

The State of South Carolina
County of

As to Lessor

Personally appeared before me _____ and made oath that he saw the within named _____ sign, seal and as _____ act and deed, execute the within written instrument; and that he with _____ witnessed the execution thereof.

Sworn to before me this _____ day of _____, 19__.

_____

Notary Public for S. C.

The State of South Carolina
County of Charleston

As to Highway Department

Personally appeared before me Saundra R. Conway and made oath that he saw the within named A. A. Muckenfuss sign, seal and as his act and deed, execute the within written instrument; and that she with Linda Kay Blume witnessed the execution thereof.

Sworn to before me this 10th day of December, 19 62

Saundra R. Conway

Julius W. Theile - Seal affixed
Notary Public for S. C.
My Commission expires at the pleasure of the Governor

The State of South Carolina
County of _____

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) _____ do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borro and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by _____ to _____ recorded in Mortgage Book ___ at Page _____ in office of the Clerk of Court or RMC of _____ County.

WITNESS our hand and seal this _____ day of _____, 196__.

In the presence of:

_____

_____

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

453A

THE STATE OF NEW YORK AS TO LESSOR

COUNTY OF NEW YORK

Personally appeared before me Mabel L. Shea, who, being duly sworn, says:

That she saw the corporate seal of the Elgerbar Corporation affixed to the foregoing instrument and that she also saw Ralph S. Bullis, Vice President and Treasurer, and Neal M. Welch, Secretary of said Elgerbar Corporation, sign and attest the same, and that she with M. William Javana witnessed the execution and delivery thereof as the act and deed of the said Elgerbar Corporation.

Mabel L. Shea

Sworn to before me this
30th day of November, 1962.

Howard W. Brandenburg - Seal affixed
Notary Public, State of New York
Commission expires March 30, 1963

DEEDS

BOOK 126

454

STATE OF SOUTH CAROLINA
COUNTY OF Beaufort and Colleton

LEASE NO. 171

WHEREAS Ashe Island Seafood Company has complied with all provisions of law regarding leasing of the oyster beds hereinafter described, and the same duly authorized and directed.

NOW, KNOW ALL MEN BY THESE PRESENTS that The South Carolina Wildlife Resources Commission, Division of Commercial Fisheries, hereinafter call the LESSOR, does hereby lease unto the said Ashe Island Seafood Company hereinafter called the LESSEE, acceptance of which is evidenced by its signature below, the following described property, to wit:

All those certain pieces or parcels of land with the appurtenances to the same, belonging and consisting of oyster beds or bottoms suitable for the culture, propagation and gathering of oysters situated in Beaufort and Colleton Counties, State aforesaid, containing at this time sixty four and sixty hundredths (64.60) acres, more or less, all of which are specifically shown on a plat made by Cummings and McCrady, Inc., C.E. dated October 1962, which is made a part of this lease.

Both shores of Cumbahee River and tributaries from a point approximately 15,000 feet upstream from Coosaw River.

Tributaries on the west shore of New Chehaw River from Coosaw River upstream for a distance of approximately 10,000 feet.

North shore and tributaries of Coosaw Island from Point Creek easterly to Parrot Creek.

North shore of Morgan Island and two tributaries from Parrot Creek easterly to St.Helens Sound.

For Cancellation see this Book Page 485

all of which will more fully and at large appear by reference to a plat thereof, hereto attached, made by Cummings and McCrady, Inc., C.E., dated October 1962.

TO HAVE AND TO HOLD THE SAME unto said LESSEE, for term of 5 years and days, beginning on the date of these presents and ending on the 31st day of December, 1968, subject to the laws of said state and the rules and regulations, adopted and promulgated in pursuance thereof, for the purpose of producing and removing therefrom oysters, upon the following terms and conditions.

1. Lessee agrees and promises to pay to lessor, as rent for said property, the sum of One and 50/100 ($1.50) Dollars an acre a year, the rent for the current calendar year payable at the time of delivery of these presents on a pro rata basis to January 1, 1964, and each year's rent thereafter to be paid in advance on or before the First day of January of each year during the life and continuance of said lease and any and all renewals thereof.

IN WITNESS WHEREOF the parties hereto have caused this lease to be executed by their duly authorized representative, (or Lessee personally), this 1st day of January 1962.

SOUTH CAROLINA WILDLIFE RESOURCES COMMISSION,
DIVISION OF COMMERCIAL FISHERIES, (L. S.)

Signed, Sealed, and Delivered in the presence of

Marie S. Peever

J. L. Brown

[illegible]

Michael J. Burkett

By G. Robert Lunz
Director

(L. S.)

Ashe Island Seafood Company (Lessee)

[illegible]

12-29-62 9 A.M.

455

STATE OF SOUTH CAROLINA
COUNTY OF Charleston

PERSONALLY APPEARED before me Marie S. Reeves, who being duly sworn, says that he saw the within named G. Robert Lunz, as Director of the Division of Commercial Fisheries of South Carolina, sign, seal and as the Act and Deed of the said Division of Commercial Fisheries of South Carolina, deliver the above written lease; and that he, with J.L. Brown, witnessed the execution thereof.

Marie S. Reeves

Sworn to before me this 19 day of December, 1962

J. Raymond Bowers

Notary Public for SOUTH CAROLINA

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

PERSONALLY APPEARED before me Michael J. Burkett, who being duly sworn says that he saw the within named Thomas O. Peeples, sign, seal and as his Act and Deed deliver the above written lease; and that he with G. G. Dowling, witnessed the execution thereof.

Michael J. Burkett

Sworn to before me this 21st day of December, 1962

Notary Public for

FILED AT 11:00 O'CLOCK A.M.

DEC 1962 BEAUFORT COUNTY, S. C.

RECORDED IN BOOK 6 PAGE 195

Deputy Clerk of Court of Common Pleas

BOOK 126

TOP SOIL PIT MATERIAL

South Carolina
State Highway Department
Form No. 2090 Rev. 7/1/60

5479 456

THE STATE OF SOUTH CAROLINA)
County of Colleton)

LEASE
Borrow and Material Pit

Docket No. 15.339 Route No. Road No. 324

THIS AGREEMENT made and entered into this 30 day of November, 19 62 by and between Williams Furniture Co. hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, top soil, earth, gravel, sand, stone, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 4.5 feet, consisting of 0.5 acres, more or less, situated on land owned by the lessor, described as follows:

Top Soil Pit located in wooded lands approximately 2.8 miles left Station 0-00.

Pit bounded on all sides by other lands of lessor.

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows:

Use existing roads.

TO HAVE AND TO HOLD the said right to remove top soil, earth, gravel, stone, sand, or other similar material, from said pit or pits, and the right of access thereto until November 30, 1963

And in consideration thereof, the Highway Department hereby covenants and agrees to pay to the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such soil or materials, as are actually excavated, or caused to be excavated, rents and royalties in the sum of Two hundred twenty-five ($ 225.00 Dollars per acre, plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 60 days from date

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the top soil, earth, gravel, sand, stone, or other similar material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows: No drainage necessary.

3. Distribution of charges:
Docket 15.339 - 2220.130 - Colleton county

Recorded 12-31-62 9 A. M.

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out.

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor;
Yellow - Chief Accountant; Pink - District Engineer;

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IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

E. R. Litherland

Glenn V. Brown

WILLIAMS FURNITURE CORP.

By: Julian T. Buxton

Lessor.

Witnesses as to State Highway Department:

Saundra R. Conway

Linda Kay Blume

S. C. State Highway Department

By A. A. Muckenfuss

The State of South Carolina

County of

As to Lessor

Personally appeared before me E. R. Litherland and made oath that he saw the within named Julian T. Buxton sign, seal and as his act and deed, execute the within written instrument; and that he with Glenn V. Brown witnessed the execution thereof.

Sworn to before me this 17th day of December, 1962

E. R. Litherland

Glenn V. Brown-Seal affixed
Notary Public for S. C.

The State of South Carolina

County of Charleston

As to Highway Department

Personally appeared before me Saundra R. Conway and made oath that he saw the within named A. A. Muckenfuss sign, seal and as his act and deed, execute the within written instrument; and that he with Linda Kay Blume witnessed the execution thereof.

Sworn to before me this 21st day of December, 1962

Saundra R. Conway

Julius W. Thile - Seal affixed
Notary Public for S. C. My Commission expires at the pleasure of the Governor.

The State of South Carolina NO MORTGAGE

County of

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we)

do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borro and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by

to

recorded in Mortgage Book ___ at Page ___ in office of the Clerk of Court or RMC of

County.

WITNESS our hand and seal this ___ day of ___, 196__

In the presence of:

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

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INDENTURE, made this 10th day of October, 19 61, by and between

G. S. Pierce

of the Town of Cottageville, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee, Grantors, being the owners of land situate in the County of Colleton, State of South Carolina, which said land abuts on the street or highway known as Highway 17-A near Jellicoes and is bounded

Northerly by lands of ____ Easterly by lands of ____

Southerly by lands of ____ Westerly by lands of ____

hereby grant and convey to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, maintain and operate an electric line consisting of poles, conductors, overhead and underground lightning protective wires, private communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across and under said land along the said street or highway and/or on my or our land described as follows: line to extend in a Southerly direction from the Cottageville 13.8KO line along dirt road leading to home of Ernest Frazier, for a distance of approximately 1690 feet on Mr. Pierce's land.

Together with the right from time to time to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to remove said line or any part thereof.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within fifteen (15) feet of any wire strung on said line; provided, however, any damage to the property of Grantors (other than that caused by said trimming, cutting or removing) caused by Grantee in maintaining or repairing said line, shall be borne by Grantee. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have caused this indenture to be duly executed the day and year first above written.

WITNESS:

H. C. Hutson, Jr.
A. W. Williams

G. S. Pierce (SEAL)
(SEAL)
(SEAL)
(SEAL)

Recorded 1-5-62 9 A. M.

Form RW-4-S.C.-1-58

459

State of South Carolina,
County of Colleton } ss

Personally appeared before me H. C. Hutson, Jr.
and made oath that he saw the within named G. S. Pierce sign, seal and as his act and deed deliver the within instrument for the uses and purposes therein mentioned, and that he with A. W. Williams in the presence of each other, witnessed the due execution thereof.

H. C. Hutson, Jr.

Sworn to before me this 31st day of December, 19 62
J. D. Shillito - Seal Affixed
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)
Notary Public for

RENOUNCEMENT OF DOWER

State of South Carolina,
County of } ss

I, , do hereby certify unto all whom it may concern that , the wife of the within named , 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 South Carolina Electric & Gas Company, her heirs and assigns, all her interests 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 day of , 19

Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: , 19

Received in the Clerk's Office of the County of , South Carolina, on the day of A. D. 19 , at o'clock in the noon and recorded in Book of Deeds for said County on page

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South Carolina
State Highway Department
Form No. 2090 Rev. 7/1/60

SAND CLAY PIT MATERIAL

5489

THE STATE OF SOUTH CAROLINA)
County of COLLETON)

LEASE
Borrow and Material Pit

Docket No. 15.340 Route No. Road No. 72

THIS AGREEMENT made and entered into this 14th day of January, 19 63 by and between Ray H. Thompson & Cecilia P. Thompson

hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, top soil, earth, gravel, sand, stone, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 3.5 feet, consisting of 0.5 acres, more or less, situated on land owned by the lessor, described as follows:

Sand Clay Pit located in wooded land approximately 5869' Rt. Sta. 161/72. Bounded on all sides by other lands of lessor.

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows: Use existing roads

TO HAVE AND TO HOLD the said right to remove top soil, earth, gravel, stone, sand, or other similar material, from said pit or pits, and the right of access thereto until January 14, 1964.

And in consideration thereof, the Highway Department hereby covenants and agrees to pay to the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such soil or materials, [as are actually excavated, or caused to be excavated] rents and royalties in the sum of Two hundred ($200.00) Dollars [per acre], plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 60 days from date hereof.

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the top soil, earth, gravel, sand, stone, or other similar material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows: To be drained in outfall ditch

3. Docket 15.340 - 2220.130
Colleton County

Recorded 1-21-63 10 A.M.

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out.

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor; Yellow - Chief Accountant; Pink - District Engineer;

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IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

A. P. Smith

Shirley A. Linder

Cecilia P. Thompson

Ray H. Thompson

Lessor.

Witnesses as to State Highway Department:

Saundra R. Conway

Linda Kay Blume

S. C. State Highway Department

By A. A. Muckenfuss

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me A. P. Smith and made oath that he saw the within named Cecilia P. Thompson & Ray H. Thompson sign, seal and as their act and deed, execute the within written instrument; and that he with Shirley A. Linder witnessed the execution thereof.

Sworn to before me this 14th day of January, 1963

A. P. Smith

Norman A. Padgett
Notary Public for S. C.

The State of South Carolina
County of Charleston

As to Highway Department

Personally appeared before me Saundra R. Conway and made oath that she saw the within named A. A. Muckenfuss sign, seal and as his act and deed, execute the within written instrument; and that she with Linda Kay Blume witnessed the execution thereof.

Sworn to before me this 18th day of January, 1963

Saundra R. Conway

Julius M. Thiele - Seal affixed
Notary Public for S. C.
My commission expires at the pleasure of the Governor.

The State of South Carolina
County of Colleton

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) Farmers Home Administration do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borro and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by Cecilia P. Thompson & Ray H. Thompson to Farmers Home Administration recorded in Mortgage Book 93 at Page 747 in office of the Clerk of Court or RMC of Colleton County.

WITNESS our hand and seal this 14th day of January, 1963

In the presence of:

A. P. Smith

J. H. Hayden, Jr.

Farmers Home Adm.

By: C. P. Fishburne, Co. Sup.

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

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Form 206—OPTION
Revised 1931

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

For the sum of $ 50.00 to me, Willie Simpson in hand paid at and before the sealing and delivery of these presents, by W. H. Varn, Jr. the receipt whereof is hereby acknowledged, I

have bargained and agreed, and do hereby bargain and agree to sell to the said W. H. Varn, Jr., his or assigns, the following described property: ALL that certain piece, parcel or tract of land in Warren Township, Colleton County, State of South Carolina containing twenty-seven and one-half (27 1/2) acres, more or less, and bounded as follows: On the North by lands of Charley Simmons and W. H. Varn; on the East by lands of Fairey Berry; on the South by lands of W. H. Varn; and on the West by Estate lands of the late Charles Simmons.

for the sum of $ 40.00 / per acre as shown by survey plat to be prepared. payable as follows: Balnce in cash upon execution of deed for acreage shown by survey plat. The $50.00 herewith delivered to the said, Willie Simpson, to be deducted from the purchase price as shown by the survey plat.

PROVIDED this option is exercised and accepted within thirty (30) days from the date hereof.

Purchaser to have thirty days after signing contract to purchase for examination of title by attorney and survey of property to determine acreage.

Dated at Walterboro, S. C. this 21st day of January A. D. 19 63

Willie Simpson (L. S.)
Willie Simpson

Signed, sealed and delivered in the presence of:
Auburn J. Bridge
Albert J. Lucas, Jr.

Recorded Jan 22 - 1963
9 am

STATE OF SOUTH CAROLINA,
COLLETON County.

PERSONALLY appeared before me Albert J. Lucas, Jr.

and made oath that he saw the within named Willie Simpson

sign, seal and as his act and deed deliver the within written Option and that he with

Auburn J. Bridge

witnessed the execution thereof.

SWORN to before me, this 21st
day of January A. D. 1963

Albert J. Lucas, Jr.

Auburn J. Bridge
Notary Public for South Carolina

State of South Carolina,
COUNTY OF COLLETON

Willie Simpson

TO

M. B. Farm, Jr.

OPTION

Received in Office
this day of
A. D.
and Recorded in Book Page

R. M. C. or Clerk Court C. P. & G. S.

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DEEDS

4/64

STATE OF SOUTH CAROLINA
EXECUTIVE DEPARTMENT

Pursuant to law the Capital Stock of the within Corporation has this day been increased to the sum of $ 54,358,270.00 (fifty four million three hundred fifty eight thousand two hundred seventy Dollars, divided into _____ shares of the par value of $ _____ Dollars each.

Given under my Hand and the Seal of the State at Columbia, this 6th day of February A. D., 1963

O. Tom Hamilton
Secretary of State

STATE OF SOUTH CAROLINA
Executive Department

BY THE SECRETARY OF STATE

This is to certify that the above endorsement, showing increase of capital stock, has this day been endorsed across the face of the original Charter of South Carolina Electric & Gas Company

Given under my hand and the Great Seal of the State, at Columbia this 6th day of February, A. D., 1963.

O. Tom Hamilton
SECRETARY OF STATE

DEEDS

CERTIFIED COPY 465

THE STATE OF SOUTH CAROLINA

EXECUTIVE DEPARTMENT C 665

By the Secretary of State

Whereas,
D. H. Banks, B. M. Edwards, J. H. Epting, J. B. Guess, Jr.,
A. F. Heinsohn, W. J. Keenan, Jr., J. B. Mahoney, S. R. McMaster,
F. R. McMeekin, H. A. Petit, W. J. Ready, J. C. B. Smith,
Maier Triest, A. M. Williams, Jr.

a majority of the Board of Directors of

SOUTH CAROLINA ELECTRIC & GAS COMPANY
(Columbia, S. C.)

a corporation created under and pursuant to the laws of South Carolina, by certificate issued by the Secretary of State on the 19th day of July, A. D. 1924.

HAVE CERTIFIED over their signatures, Resolutions authorizing in behalf of the aforesaid Corporation an increase of the Capital Stock (authorized and set forth in the certificate aforesaid) to the sum of Fifty-Four Million Three Hundred Fifty-Eight Thousand Two Hundred Seventy ($54,358,270.00) Dollars; which Resolutions were adopted pursuant to law, at a meeting of the stockholders of the aforesaid Corporation, of which published notice was given once a week for four successive weeks, which notice stated the purpose of the aforesaid meeting; and further, that said Resolutions were adopted by a two-thirds vote and that in all respects there has been complied with the provisions of Title 12, Chapter 4, Article 7 Code of Laws of South Carolina, 1952, and all amendments thereto.

NOW THEREFORE, I, O. Frank Thornton Secretary of State, by virtue of the authority in me vested by Title 12, Chapter 4, Article 7 of the Code of Laws of South Carolina, 1952 and amendments thereto, have this day endorsed across the face of the aforesaid Certificate of Incorporation or original Charter, authority of increase, as aforesaid, and hereby certify that the requirements of law for said increase will have been complied with when this Certificate and the endorsement across the face of the original Charter aforesaid is lodged for record in the office of the Register of Mesne Conveyance or Clerk of Court in each County in which the said Corporation shall have a business office.

GIVEN under my hand and the seal of the State at Columbia, this 6th day of February, in the year of our Lord One Thousand nine hundred and 63 and in the one hundred and 87th year of the Independence of the United States of America.

O. Frank Thornton
Secretary of State.

Certified to be a true and correct copy as taken from and compared with the records on file in this office under domestic corporation file number 13847
February 6, 1963

O. Frank Thornton
O. FRANK THORNTON,
Secretary of State.

Filed Feb 7 1963 11 A

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CERTIFIED COPY

THE STATE OF SOUTH CAROLINA

EXECUTIVE DEPARTMENT

D 446

By the Secretary of State

Whereas,

D. H. Banks, B. M. Edwards, J. H. Epting, J. B. Guess, Jr., A. F. Heinshhn, W. J. Keenan, Jr., J. B. Mahoney, S. R. McMaster, F. R. McMeekin, H. A. Petit, W. J. Ready, J. C. B. Smith, Maier Triest, A. M. Williams, Jr.

a majority of the Board of Directors of

SOUTH CAROLINA ELECTRIC & GAS COMPANY
(Columbia, S. C.)

a corporation created under and pursuant to the laws of South Carolina, by certificate issued by the Secretary of State on the 19th day of July, A. D. 19 24.

HAVE CERTIFIED, over their signatures, Resolutions authorizing in behalf of the aforesaid Corporation amending Article VII of that part of its charter as amended, designated as "Agreement of Consolidation" between South Carolina Electric & Gas Company and Lexington Water Power Company as per printed document attached hereto and made a part hereof:

(authorized and set forth in the certificate aforesaid), which Resolutions were adopted pursuant to law, at a meeting of the stockholders of the aforesaid Corporation, of which thirty days' notice was given, which notice stated the purpose of the aforesaid meeting, and further, that said Resolutions were adopted by a majority vote, and that in all respects there has been complied with the provisions of Title 12, Chapter 7, Article 1 Code of Laws of South Carolina, 1952, and all amendments thereto.

NOW, THEREFORE, I, O. Frank Thornton Secretary of State, by virtue of the authority in me vested by Chapter aforesaid, of the Code of Laws of South Carolina, 1952, and amendments thereto, do hereby certify that the requirements of law for said amendment have been complied with, and for good and sufficient reasons to me appearing, do hereby certify that the charter of the aforesaid Company has been so amended.

GIVEN under my hand and the seal of the State at Columbia, this 6th day of February, in the year of our Lord One Thousand nine hundred and 63 and in the one hundred and 87th year of the Independence of the United States of America.

O. Frank Thornton
Secretary of State.

Certified to be a true and correct copy as taken from and compared with the records on file in this office under domestic corporation file number 13847
February 6, 1963

O. Frank Thornton
O. FRANK THORNTON,
Secretary of State.

Recorded Feb 7 1963. 11 A

DEEDS

BOOK 126

ARTICLE VII

of the

Agreement of Consolidation

Dated June 29, 1943

Between

SOUTH CAROLINA ELECTRIC & GAS COMPANY

and

LEXINGTON WATER POWER COMPANY

As Amended

February 6, 1963

DEEDS

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ARTICLE VII

The total amount of the authorized capital stock of the Company shall be fifty-four million three hundred fifty-eight thousand two hundred seventy dollars ($54,358,270), of which $31,761,700 shall be divided into 635,234 shares of the par value of $50 each and $22,596,570 shall be divided into 5,021,460 shares of the par value of $4.50 each. All of the 635,234 shares of $50 par value stock shall be Preferred Stock and all of the 5,021,460 shares of $4.50 par value stock shall be Common Stock.

125,234 shares of the authorized Preferred Stock shall constitute a series of Preferred Stock designated "5% Preferred Stock", 60,000 shares of the authorized Preferred Stock shall constitute a series of Preferred Stock designated "4.60% Cumulative Preferred Stock", 80,000 shares of the authorized Preferred Stock shall constitute a series of Preferred Stock designated "4.50% Cumulative Preferred Stock", 100,000 shares of the authorized Preferred Stock shall constitute a series of Preferred Stock designated "4.60% (Series A) Cumulative Preferred Stock", 100,000 shares of the authorized Preferred Stock shall constitute a series of Preferred Stock designated "5.125% Cumulative Preferred Stock" and 170,000 shares of the authorized Preferred Stock shall constitute a series of Preferred Stock designated "4.60% (Series B) Cumulative Preferred Stock".

The conditions, preferences, voting powers, restrictions and qualifications of the Preferred Stock and the Common Stock shall be as follows:

(1) The Preferred Stock is senior to the Common Stock and the Common Stock is subject to all rights and preferences of the Preferred Stock as herein set forth.

(2) The Preferred Stock shall be issued in six series, as hereinabove provided, one series to be designated "5% Preferred Stock", one series to be designated "4.60% Cumulative Preferred Stock", one series to be designated "4.50% Cumulative Preferred Stock", one series to be designated "4.60% (Series A) Cumulative Preferred Stock", one series to be designated "5.125% Cumulative Preferred Stock" and one series to be designated "4.60% (Series B) Cumulative Preferred Stock". All shares of Preferred Stock shall have the same

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preferences, voting powers, restrictions, qualifications and other rights, without distinction between the shares of the six series, except as hereinafter provided.

(3) Before any dividend shall be declared or paid upon or set apart for, or any other distribution shall be made or ordered in respect of, the Common Stock and before any sum shall be paid or set apart for or applied to the purchase, redemption or other retirement of stock of the Company of any class, the holders of the Preferred Stock, without preference or priority as between series, shall be entitled to receive out of the assets of the Company available for dividends, but only when and as declared by the Board of Directors, dividends as follows:

(i) in the case of the 5% Preferred Stock, at the rate of but not exceeding Two Dollars and Fifty Cents ($2.50) per share per annum from July 1, 1943 in respect of shares issued prior to October 1, 1943 and, in respect of shares issued on and after October 1, 1943, from the quarterly dividend payment date which coincides with or next precedes the date of issue thereof, whichever is later, payable on October 1, 1943 and quarterly thereafter as to shares issued prior to such date and payable as to all other shares thereof on the first day of either January, April, July or October, whichever of said days first occurs after the issue thereof, and quarterly thereafter,

(ii) in the case of the 4.60% Cumulative Preferred Stock, at the rate of but not exceeding Two Dollars and Thirty Cents ($2.30) per share per annum from the date of the original issue of the first share thereof, payable on the first day of either January, April, July or October, whichever of said days first occurs after the issue thereof, and quarterly thereafter,

(iii) in the case of the 4.50% Cumulative Preferred Stock, at the rate of but not exceeding Two Dollars and Twenty-five Cents ($2.25) per share per annum from the date of the orginal issue of the first share thereof, payable on the first day of either January, April, July or October, whichever of said days first occurs after the issue thereof, and quarterly thereafter,

(iv) in the case of the 4.60% (Series A) Cumulative Preferred Stock, at the rate of but not exceeding Two Dollars and Thirty Cents

($2.30) per share per annum from the date of the original issue of the first share thereof, payable on the first day of either January, April, July or October, whichever of said days first occurs after the issue thereof, and quarterly thereafter,

(v) in the case of the 5.125% Cumulative Preferred Stock, at the rate of but not exceeding Two Dollars and Fifty-six and one-quarter Cents ($2.5625) per share per annum from the date of the original issue of the first share thereof, payable on the first day of either January, April, July or October, whichever of said days first occurs after the issue thereof, and quarterly thereafter, and

(vi) in the case of the 4.60% (Series B) Cumulative Preferred Stock, at the rate of but not exceeding Two Dollars and Thirty Cents ($2.30) per share per annum from the date of the original issue of the first share thereof, payable on the first day of either January, April, July or October, whichever of said days first occurs after the issue thereof, and quarterly thereafter.

Such dividends upon the Preferred Stock shall be cumulative from and after the respective dates specified above, so that if dividends, at the rate of Two Dollars and Fifty Cents ($2.50) per share per annum in the case of the 5% Preferred Stock, at the rate of Two Dollars and Thirty Cents ($2.30) per share per annum in the case of the 4.60% Cumulative Preferred Stock, at the rate of Two Dollars and Twenty-five Cents ($2.25) per share per annum in the case of the 4.50% Cumulative Preferred Stock, at the rate of Two Dollars and Thirty Cents ($2.30) per share per annum in the case of the 4.60% (Series A) Cumulative Preferred Stock, at the rate of Two Dollars and Fifty-six and one-quarter Cents ($2.5625) per share per annum in the case of the 5.125% Cumulative Preferred Stock and at the rate of Two Dollars and Thirty Cents ($2.30) per share per annum in the case of the 4.60% (Series B) Cumulative Preferred Stock, from the date upon which the dividends thereon became cumulative to the end of the then quarterly dividend period, shall not have been paid or declared and a sum sufficient for the payment thereof set apart, then the amount of the deficiency shall be fully paid, but without interest, or dividends upon said shares in such amount shall be declared and a sum sufficient for the payment thereof set apart, before any dividends shall be declared or paid upon or set apart for, or any other distribution

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shall be made or ordered in respect of, the Common Stock and before any sum shall be paid or set apart for or applied to the purchase, redemption or retirement of stock of the Company of any class. The holders of the Preferred Stock shall not be entitled to participate in or receive any other or further dividend.

In the event that the assets of the Company available for dividends are insufficient to pay or to justify making provision for the payment of the full quarterly dividend on the Preferred Stock of all series then outstanding or in the event of arrearages thereon, the Company shall, so long as Preferred Stock of more than one series is outstanding, make dividend payments ratably, to the extent declared, upon all outstanding shares of Preferred Stock of all series then outstanding in proportion to the amount of the cumulative dividends (including arrears, if any) to which each outstanding share of Preferred Stock of each series is entitled upon the date of such dividend payment.

After the requirements in respect of the dividends upon the Preferred Stock, as hereinbefore set forth, to the end of the then current quarterly dividend period for said stock shall have been met, and subject to the provisions of Section (4)(a), Section (4)(b), Section (4)(c), Section (4)(d) and Section 4(e), the holders of the Common Stock shall be entitled to receive out of the remaining assets of the Company available for dividends such dividends as may from time to time be declared by the Board of Directors, subject, however, so long as any shares of Preferred Stock shall be outstanding, to the following restrictions:

(A) No dividends shall be paid on the Common Stock if after such dividend the aggregate amount of such dividends paid since December 31, 1945, exceeds the sum of the aggregate amount credited to earned surplus subsequent to December 31, 1945, less the aggregate amount charged to earned surplus subsequent to December 31, 1945, otherwise than with respect to any such dividends, provided, however, that no charge shall be made to capital surplus accumulated prior to January 1, 1946 or to earned surplus accumulated prior to January 1, 1946 except that the Company may make charges to earned surplus accumulated prior to January 1, 1946 or to capital surplus accumulated prior to January 1, 1946 (i) for the write-down or write-off of any portion of the Company's Electric Plant which may be classified as Electric Plant Adjustment or any portion of the Company's other utility plant which

may be classified as plant adjustment or plant acquisition adjustment, which write-down or write-off the Company is required to make pursuant to an order of the South Carolina Public Service Commission or of the Federal Power Commission entered in connection with the determination of the "Original Cost", or (ii) for the write-down or write-off of any portion of the Company's Electric Plant which may be classified as Electric Plant Acquisition Adjustment or Electric Plant Adjustment, which write-down or write-off the Company is required to make pursuant to an order of the Federal Power Commission entered in connection with the determination of the "Actual Legitimate Original Cost" of the properties of the Company, and

(B) if and so long as the Common Stock Equity, as hereinafter defined, at the end of the calendar month immediately preceding the date on which a dividend on Common Stock is declared is, or as a result of such dividend would become, less than twenty per centum (20%) of Total Capitalization, as defined, the Company shall not declare dividends on the Common Stock in an amount which, together with all other dividends on Common Stock declared within the year ending with (and including) the date of such dividend declaration, exceeds fifty per centum (50%) of the Net Income of the Company Available for Dividends on the Common Stock, as defined, for the twelve full calendar months immediately preceding the month in which such dividends are declared, and

(C) if and so long as the Common Stock Equity at the end of the calendar month immediately preceding the date on which a dividend on Common Stock is declared is, or as a result of such dividend would become, less than twenty-five per centum (25%) but not less than twenty per centum (20%) of Total Capitalization, the Company shall not declare dividends on the Common Stock in an amount which, together with all other dividends on Common Stock declared subsequent to December 31, 1945, exceeds seventy-five per centum (75%) of Net Income of the Company Available for Dividends on the Common Stock for the period from December 31, 1945 to and including the end of the calendar month immediately preceding the month in which such dividends are declared, and

(D) at any time when the Common Stock Equity is twenty-five per centum (25%) or more of Total Capitalization, the Company

may not pay dividends on shares of the Common Stock which would reduce the Common Stock Equity below twenty-five per centum (25%) of Total Capitalization; provided, however, that even though the payment of such dividends would reduce the Common Stock Equity below twenty-five per centum (25%) of Total Capitalization, such dividends may be declared to the extent that the same, together with all dividends on Common Stock declared subsequent to December 31, 1945, do not exceed seventy-five per centum (75%) of the Net Income of the Company Available for Dividends on the Common Stock for the period from December 31, 1945 to and including the end of the calendar month immediately preceding the month in which such dividends are declared.

In computing the amount available for any dividend, distribution, purchase or acquisition, charges and credits to earned surplus shall be made in accordance with sound accounting practice.

For the purpose of this Section (3) of Article VII:

The word "dividends" when used with reference to the Common Stock shall include dividends or other distributions on or the purchase or other acquisition for value of shares of Common Stock, but shall not include any portion of dividends payable in shares of the Common Stock.

The term "Common Stock Equity" shall mean the sum of the amount of the par or stated value of the issued and outstanding shares of the Common Stock and the surplus (including capital or paid-in surplus) and premium on Common Stock of the Company less the amount known, or estimated if not known, to represent the excess, if any, of recorded value over original cost of used and useful utility plant and other property, and less any items set forth on the asset side of the balance sheet as a result of accounting convention such as unamortized debt discount and expense, capital stock discount and expense, and the excess, if any, of the aggregate amount payable on involuntary dissolution, liquidation or winding up of the Company upon all outstanding shares of Preferred Stock of all series over the aggregate par value of such shares, unless such amount or items so to be deducted in the determination of the Common Stock Equity are being amortized, depreciated, or otherwise disposed of.

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The term "Total Capitalization" shall mean the aggregate of the par value of the issued and outstanding shares of stock of all classes of the Company and the surplus (including capital or paid-in surplus) and premium on capital stock of the Company, plus the principal amount of all outstanding debt maturing more than twelve months from the date of the determination of Total Capitalization.

The term "Net Income of the Company Available for Dividends on the Common Stock" shall mean, for any twelve months' period, or for the period from December 31, 1945 to the date as of which such net income is being determined, as the case may be, an amount equal to the sum of the operating revenues and income from investments and other miscellaneous income for such period, less all deductions (including accruals) for operating expenses for such period, including maintenance and provision for depreciation or amortization, income and excess profits and other taxes, interest charges, other amortization charges and other income deductions (provided, however, that no deduction shall be made with respect to the appropriation in the amount of $500,000 made in May, 1948 to create a reserve to partly provide for the excess of cost of investment in South Carolina Power Company over its underlying book value at date of acquisition by the Company), all as shall be determined in accordance with sound accounting practice, and less also current and accrued dividends on all outstanding shares of stock of the Company ranking prior to the Common Stock as to dividends or assets. For the purpose of determining Net Income of the Company Available for Dividends on the Common Stock the deduction on account of provision for depreciation on all the property of the Company shall be in the amount therefor shown on the books of the Company but, with respect to property of the Company other than the Company's motor coach transportation property, shall not be less than 15% of the gross operating revenues of the Company derived from the sale of electricity and manufactured or natural gas during such period after deducting from such revenues an amount equal to the aggregate cost of electricity or manufactured or natural gas purchased during such period for the purpose of resale in connection with the operation of the Company's operating property, less an amount equal to the aggregate of the charges to operating expense during such period for current repairs and maintenance of such operating property.

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If at the time when any calculation of Common Stock Equity, Total Capitalization or Net Income of the Company Available for Dividends on the Common Stock is required to be made the Company shall have one or more subsidiaries whose accounts may properly be consolidated with the accounts of the Company, such calculation shall be made for the Company with such subsidiaries on a consolidated basis in accordance with sound accounting practice.

Anything herein contained to the contrary notwithstanding, the rights of the holders of all classes of stock of the Company in respect of dividends shall at all times be subject to the power of the Board of Directors from time to time to set aside such reserves and/or to make such other provisions, if any, for working capital and for additions and improvements to fixed properties and equipment as said Board shall deem to be necessary or advisable.

(4) In the event of any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, or any reduction of its capital stock resulting in any distribution of its assets to its stockholders, the holders of the Preferred Stock, without preference or priority as between series, shall be entitled to receive out of the assets of the Company, whether from capital, from surplus or from earnings, available for distribution to its stockholders, before any amount shall be paid to the holders of the Common Stock, the sum of Fifty Dollars ($50) per share, plus, in the case of any distribution resulting from a reduction of capital stock or in the event that any such dissolution, liquidation or winding up shall have been voluntary, in the case of the 5% Preferred Stock a premium of Two Dollars and Fifty Cents ($2.50) per share, in the case of the 4.60% Cumulative Preferred Stock a premium in an amount equal to the difference between the sum of Fifty Dollars ($50) per share and the redemption price of the 4.60% Cumulative Preferred Stock determined as provided in Section (5) of this Article, in the case of the 4.50% Cumulative Preferred Stock a premium in an amount equal to the difference between the sum of Fifty Dollars ($50) per share and the redemption price of the 4.50% Cumulative Preferred Stock determined as provided in Section (5) of this Article, in the case of the 4.60% (Series A) Cumulative Preferred Stock a premium in an amount equal to the difference between the sum of Fifty Dollars ($50) per share and the redemption price of the 4.60% (Series A) Cumulative Preferred Stock determined as pro-

vided in Section (5) of this Article, in the case of the 5.125% Cumulative Preferred Stock a premium in an amount equal to the difference between the sum of Fifty Dollars ($50) per share and the redemption price of the 5.125% Cumulative Preferred Stock determined as provided in Section (5) of this Article and in the case of the 4.60% (Series B) Cumulative Preferred Stock a premium in an amount equal to the difference between the sum of Fifty Dollars ($50) per share and the redemption price of the 4.60% (Series B) Cumulative Preferred Stock determined as provided in Section (5) of this Article, in effect at the time of such voluntary dissolution, liquidation or winding up, and in addition thereto, in all cases, an amount which, together with the aggregate of the dividends previously paid upon such share, will be equal, in the case of the 5% Preferred Stock, to Two Dollars and Fifty Cents ($2.50) per share per annum (but without interest), in the case of the 4.60% Cumulative Preferred Stock to Two Dollars and Thirty Cents ($2.30) per share per annum (but without interest), in the case of the 4.50% Cumulative Preferred Stock to Two Dollars and Twenty-five Cents ($2.25) per share per annum (but without interest), in the case of the 4.60% (Series A) Cumulative Preferred Stock to Two Dollars and Thirty Cents ($2.30) per share per annum (but without interest), in the case of the 5.125% Cumulative Preferred Stock to Two Dollars and Fifty-six and one-quarter Cents ($2.5625) per share per annum (but without interest) and in the case of the 4.60% (Series B) Cumulative Preferred Stock to Two Dollars and Thirty Cents ($2.30) per share per annum (but without interest), from the date upon which the dividends thereon became cumulative to the date of the distribution upon such liquidation or dissolution or winding up or reduction, and the holders of the Preferred Stock shall not be entitled to any other or further distribution. If the assets of the Company available for distribution to the holders of the Preferred Stock shall be insufficient to permit the payment in full of the sums payable as aforesaid to the holders of all the outstanding shares of Preferred Stock of all series then outstanding upon such liquidation or dissolution or winding up or reduction, all such assets of the Company shall be distributed ratably among the holders of all the outstanding shares of Preferred Stock of all series then outstanding, without preference or priority as between series, in proportion to the full preferential amount (including cumulative dividends and premiums, if any) which each such share would be entitled to receive, if such assets were sufficient to

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permit distribution in full as aforesaid. The redemption by the Company of its Preferred Stock of any series or the purchase of shares of its Preferred Stock of any series or of its Common Stock in any manner permitted by law shall not for the purpose of this Section (4) be regarded as a liquidation, dissolution or winding up of the Company or as a reduction of its capital; *provided* that, except as provided in Section (4)(a), Section (4)(b), Section (4)(c), Section (4)(d) and Section (4)(e) of this Article, the Company shall not, so long as any shares of Preferred Stock remain outstanding, purchase any of its Preferred Stock or Common Stock otherwise than out of earned surplus or net profits of the Company at the time available for payment of dividends on its Common Stock or from the proceeds received within a period of six (6) months prior to such purchase from the sale of stock of any class subordinate to the Preferred Stock both as to dividends and assets. Nothing in this Section (4) contained, however, shall prevent the Company from acquiring its Preferred Stock of any series for retirement by the exchange therefor of any class of stock of the Company which is now or hereafter may be lawfully authorized. A consolidation or merger of the Company with, or into, any other corporation or corporations, or a consolidation or merger of any other corporation or corporations into the Company, or a sale or transfer of substantially all of its assets as an entirety, shall not be regarded as a liquidation, dissolution or winding up of the Company within the meaning of this Section (4). A dividend or distribution to stockholders from net profits or surplus earned after the date of any such reduction of capital stock as does not result in any distribution of assets to holders of its Common Stock, or the purchase or redemption of Preferred Stock of any series or of Common Stock by the application of such net profits or surplus, shall not be deemed to be a distribution resulting from such reduction. After payment in full of the sums hereinabove stated to be payable in respect of the Preferred Stock upon any such liquidation, dissolution, winding up, reduction or other distribution, then the remaining assets of the Company available for distribution to the stockholders shall be distributed ratably among the holders of the Common Stock.

(4)(a) On October 1, 1951 and on October 1 in each year thereafter so long as any of the 4.60% Cumulative Preferred Stock shall remain outstanding, the Company shall, subject to the provisions of Section (3) of this Article, set aside as a Purchase Fund for the 4.60% Cumulative

Preferred Stock (herein called the "Purchase Fund") an amount equal to 2½% of the aggregate par value of the largest number of shares of 4.60% Cumulative Preferred Stock at any time theretofore outstanding; provided, however, that amounts set aside for Purchase Funds for the several series of Preferred Stock in compliance with the provisions of Section (4)(a), Section (4)(b), Section (4)(c), Section (4)(d) and Section (4)(e) of this Article shall be set aside without preference or priority as between series so that if at any time there shall be a deficiency (including any amount then required to be set aside) in the Purchase Funds for two or more series of Preferred Stock, any satisfaction of such deficiencies shall be made simultaneously for such two or more Purchase Funds in proportion to the amounts of the respective deficiencies therein. On or before each such October 1 the Company shall in writing, addressed to all holders of record of the 4.60% Cumulative Preferred Stock, invite tenders of 4.60% Cumulative Preferred Stock at the par value thereof, plus an amount equal to accrued dividends to the next succeeding October 31, in an amount sufficient to exhaust the moneys so set aside in the Purchase Fund. The invitations for tenders shall specify how tenders shall be made and how notification of acceptance thereof will be given. Tenders may be made on or before October 25, in each year. If the par value of the shares of 4.60% Cumulative Preferred Stock tendered in response to any such invitation aggregates more than the amount available in the Purchase Fund such tenders shall be accepted pro rata in proportion to the total number of shares of 4.60% Cumulative Preferred Stock tendered respectively by the holders thereof who shall have made such tenders, provided that in any event, each holder of 4.60% Cumulative Preferred Stock shall be entitled to tender and to have purchased by the Company on each such invitation, at least the number of shares of the 4.60% Cumulative Preferred Stock held by such holder which bears the same ratio to the total number of shares to be purchased pursuant to the invitation as the number of shares held of record by such holder at the close of business on the last business day before the date of such invitation, bears to the total number of shares of 4.60% Cumulative Preferred Stock then outstanding. Tenders shall be accepted of sufficient shares of 4.60% Cumulative Preferred Stock to exhaust all of the moneys in the Purchase Fund. Payment for 4.60% Cumulative Preferred Stock for which tenders shall have been accepted shall be made on the October 31 following the last day for the making of tenders. To the

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extent that tenders in any year are not made in an amount sufficient to exhaust all of the moneys so held in the Purchase Fund, such excess moneys in the Purchase Fund for that year shall be released from the Purchase Fund and become free funds to the Company. The obligation to set aside amounts in the Purchase Fund shall be cumulative, so that if, on October 1 of each year cash in the required amount shall not have been set aside in full, the amount of the deficiency shall be added to the Purchase Fund for the next succeeding year until the total aggregate amount which shall have been set aside in such Purchase Fund, and used or released to the Company in accordance with the provisions of this Section (4)(a), shall equal 2½% of the aggregate par value of the largest number of shares of 4.60% Cumulative Preferred Stock at any time theretofore outstanding, multiplied by the number of twelve month periods which shall have elapsed since October 1, 1950. No dividends shall be declared or paid upon or set apart for any shares of Common Stock or any sums applied to the purchase, redemption or other retirement of Common Stock, so long as any such deficiency shall exist in the Purchase Fund. Amounts to satisfy any such deficiency in the Purchase Fund, in whole or in part, may be set aside in the Purchase Fund at any time, for application in the manner aforesaid on the next succeeding October 1, provided however, that if at any time between any October 31 and July 1 of the following year the amount so set aside in the Purchase Fund shall aggregate $30,000 or more, the Company shall immediately invite tenders of 4.60% Cumulative Preferred Stock in the manner aforesaid, in an amount sufficient to exhaust the moneys in the Purchase Fund, at the par value thereof plus an amount equal to accrued dividends to a date which shall be thirty days from the date of such invitation, the invitation to remain open for twenty-five days; and on or before the thirtieth day following the date of such invitation, the Company shall accept tenders and make payment for 4.60% Cumulative Preferred Stock tendered, at the price aforesaid in the same manner as above provided with respect to moneys set aside in the Purchase Fund on October 1 in each year, and to the extent that tenders are not made in an amount sufficient to exhaust the moneys so held in the Purchase Fund, such moneys shall likewise be released from the Purchase Fund and become free funds to the Company. Amounts equal to accrued dividends on 4.60% Cumulative Preferred Stock purchased through the Purchase Fund shall be paid by the Company by the use of moneys

not in the Purchase Fund, and shall not be charged to the Purchase Fund. Shares of 4.60% Cumulative Preferred Stock purchased through the Purchase Fund shall be cancelled and shall not be reissued.

(4)(b) On June 1, 1957 and on June 1 in each year thereafter so long as any of the 4.50% Cumulative Preferred Stock shall remain outstanding, the Company shall, subject to the provisions of Section (3) of this Article, set aside as a Purchase Fund for the 4.50% Cumulative Preferred Stock (herein called the "4.50% Preferred Stock Purchase Fund") an amount equal to 2% of the aggregate par value of the largest number of shares of 4.50% Cumulative Preferred Stock at any time theretofore outstanding; provided, however, that amounts set aside for Purchase Funds for the several series of Preferred Stock in compliance with the provisions of Section (4)(a), Section (4)(b), Section (4)(c), Section (4)(d) and Section (4)(e) of this Article shall be set aside without preference or priority as between series so that if at any time there shall be a deficiency (including any amount then required to be set aside) in the Purchase Funds for two or more series of Preferred Stock, any satisfaction of such deficiencies shall be made simultaneously for such two or more Purchase Funds in proportion to the amounts of the respective deficiencies therein. On or before each such June 1 the Company shall in writing, addressed to all holders of record of the 4.50% Cumulative Preferred Stock, invite tenders of 4.50% Cumulative Preferred Stock at the par value thereof, plus an amount equal to accrued dividends to the next succeeding June 30, in an amount sufficient to exhaust the moneys so set aside in the 4.50% Preferred Stock Purchase Fund. The invitations for tenders shall specify how tenders shall be made and how notification of acceptance thereof will be given. Tenders may be made on or before June 25, in each year. If the par value of the shares of 4.50% Cumulative Preferred Stock tendered in response to any such invitation aggregates more than the amount available in the 4.50% Preferred Stock Purchase Fund such tenders shall be accepted pro rata (as nearly as practicable without the purchase or issuance of fractional shares or scrip therefor) in proportion to the total number of shares of 4.50% Cumulative Preferred Stock tendered respectively by the holders thereof who shall have made such tenders, provided that in any event, each holder of 4.50% Cumulative Preferred Stock shall be entitled to tender and to have purchased by the Company on each such invitation, at least the number of shares (as nearly as

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practicable without the purchase or issuance of fractional shares or scrip therefor) of the 4.50% Cumulative Preferred Stock held by such holder which bears the same ratio to the total number of shares to be purchased pursuant to the invitation as the number of shares held of record by such holder at the close of business on the last business day before the date of such invitation, bears to the total number of shares of 4.50% Cumulative Preferred Stock then outstanding. Tenders shall be accepted of sufficient shares of 4.50% Cumulative Preferred Stock to exhaust all of the moneys in the 4.50% Preferred Stock Purchase Fund. Payment for 4.50% Cumulative Preferred Stock for which tenders shall have been accepted shall be made on the June 30 following the last day for the making of tenders. To the extent that tenders in any year are not made in an amount sufficient to exhaust all of the moneys so held in the 4.50% Preferred Stock Purchase Fund, such excess moneys in the 4.50% Preferred Stock Purchase Fund for that year shall be released from the 4.50% Preferred Stock Purchase Fund and become free funds to the Company. The obligation to set aside amounts in the 4.50% Preferred Stock Purchase Fund shall be cumulative, so that if, on June 1 of each year cash in the required amount shall not have been set aside in full, the amount of the deficiency shall be added to the 4.50% Preferred Stock Purchase Fund for the next succeeding year until the total aggregate amount which shall have been set aside in such 4.50% Preferred Stock Purchase Fund, and used or released to the Company in accordance with the provisions of this Section (4)(b), shall equal 2% of the aggregate par value of the largest number of shares of 4.50% Cumulative Preferred Stock at any time theretofore outstanding, multiplied by the number of twelve month periods which shall have elapsed since June 1, 1956. No dividends shall be declared or paid upon or set apart for any shares of Common Stock or any sums applied to the purchase, redemption or other retirement of Common Stock, so long as any such deficiency shall exist in the 4.50% Preferred Stock Purchase Fund. Amounts to satisfy any such deficiency in the 4.50% Preferred Stock Purchase Fund, in whole or in part, may be set aside in the 4.50% Preferred Stock Purchase Fund at any time, for application in the manner aforesaid on the next succeeding June 1, provided however, that if at any time between any June 30 and March 1 of the following year the amount so set aside in the 4.50% Preferred Stock Purchase Fund shall aggregate $40,000 or more, the Company shall immedi-

ately invite tenders of 4.50% Cumulative Preferred Stock in the manner aforesaid, in an amount sufficient to exhaust the moneys in the 4.50% Preferred Stock Purchase Fund, at the par value thereof plus an amount equal to accrued dividends to a date which shall be thirty days from the date of such invitation, the invitation to remain open for twenty-five days; and on or before the thirtieth day following the date of such invitation, the Company shall accept tenders and make payment for 4.50% Cumulative Preferred Stock tendered, at the price aforesaid in the same manner as above provided with respect to moneys set aside in the 4.50% Preferred Stock Purchase Fund on June 1 in each year, and to the extent that tenders are not made in an amount sufficient to exhaust the moneys so held in the 4.50% Preferred Stock Purchase Fund, such moneys shall likewise be released from the 4.50% Preferred Stock Purchase Fund and become free funds to the Company. Amounts equal to accrued dividends on 4.50% Cumulative Preferred Stock purchased through the 4.50% Preferred Stock Purchase Fund shall be paid by the Company by the use of moneys not in the 4.50% Preferred Stock Purchase Fund, and shall not be charged to the 4.50% Preferred Stock Purchase Fund. Shares of 4.50% Cumulative Preferred Stock purchased through the 4.50% Preferred Stock Purchase Fund shall be cancelled and shall not be reissued.

(4)(c) On June 1, 1958 and on June 1 in each year thereafter so long as any of the 4.60% (Series A) Cumulative Preferred Stock shall remain outstanding, the Company shall, subject to the provisions of Section (3) of this Article, set aside as a Purchase Fund for the 4.60% (Series A) Cumulative Preferred Stock (herein called the "4.60% (Series A) Preferred Stock Purchase Fund") an amount equal to 2% of the aggregate par value of the largest number of shares of 4.60% (Series A) Cumulative Preferred Stock at any time theretofore outstanding; provided, however, that amounts set aside for Purchase Funds for the several series of Preferred Stock in compliance with the provisions of Section (4) (a), Section (4) (b), Section (4) (c), Section (4) (d) and Section (4) (e) of this Article shall be set aside without preference or priority as between series so that if at any time there shall be a deficiency (including any amount then required to be set aside) in the Purchase Funds for two or more series of Preferred Stock, any satisfaction of such deficiencies shall be made simultaneously for such two or more Purchase Funds in proportion to the amounts of the respective deficiencies therein. On or before each such June 1 the Company

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shall in writing, addressed to all holders of record of the 4.60% (Series A) Cumulative Preferred Stock, invite tenders of 4.60% (Series A) Cumulative Preferred Stock at the par value thereof, plus an amount equal to accrued dividends to the next succeeding June 30, in an amount sufficient to exhaust the moneys so set aside in the 4.60% (Series A) Preferred Stock Purchase Fund. The invitations for tenders shall specify how tenders shall be made and how notification of acceptance thereof will be given. Tenders may be made on or before June 25, in each year. If the par value of the shares of 4.60% (Series A) Cumulative Preferred Stock tendered in response to any such invitation aggregates more than the amount available in the 4.60% (Series A) Preferred Stock Purchase Fund such tenders shall be accepted pro rata (as nearly as practicable without the purchase or issuance of fractional shares or scrip therefor) in proportion to the total number of shares of 4.60% (Series A) Cumulative Preferred Stock tendered respectively by the holders thereof who shall have made such tenders, provided that in any event, each holder of 4.60% (Series A) Cumulative Preferred Stock shall be entitled to tender and to have purchased by the Company on each such invitation, at least the number of shares (as nearly as practicable without the purchase or issuance of fractional shares or scrip therefor) of the 4.60% (Series A) Cumulative Preferred Stock held by such holder which bears the same ratio to the total number of shares to be purchased pursuant to the invitation as the number of shares held of record by such holder at the close of business on the last business day before the date of such invitation, bears to the total number of shares of 4.60% (Series A) Cumulative Preferred Stock then outstanding. Tenders shall be accepted of sufficient shares of 4.60% (Series A) Cumulative Preferred Stock to exhaust all of the moneys in the 4.60% (Series A) Preferred Stock Purchase Fund. Payment for 4.60% (Series A) Cumulative Preferred Stock for which tenders shall have been accepted shall be made on the June 30 following the last day for the making of tenders. To the extent that tenders in any year are not made in an amount sufficient to exhaust all of the moneys so held in the 4.60% (Series A) Preferred Stock Purchase Fund, such excess moneys in the 4.60% (Series A) Preferred Stock Purchase Fund for that year shall be released from the 4.60% (Series A) Preferred Stock Purchase Fund and become free funds to the Company. The obligation to set aside amounts in the 4.60% (Series A) Preferred Stock Purchase Fund shall be cumulative, so that if, on June 1 of each year cash in the re-

quired amount shall not have been set aside in full, the amount of the deficiency shall be added to the 4.60% (Series A) Preferred Stock Purchase Fund for the next succeeding year until the total aggregate amount which shall have been set aside in such 4.60% (Series A) Preferred Stock Purchase Fund, and used or released to the Company in accordance with the provisions of this Section (4)(c), shall equal 2% of the aggregate par value of the largest number of shares of 4.60% (Series A) Cumulative Preferred Stock at any time theretofore outstanding, multiplied by the number of twelve month periods which shall have elapsed since June 1, 1957. No dividends shall be declared or paid upon or set apart for any shares of Common Stock or any sums applied to the purchase, redemption or other retirement of Common Stock, so long as any such deficiency shall exist in the 4.60% (Series A) Preferred Stock Purchase Fund. Amounts to satisfy any such deficiency in the 4.60% (Series A) Preferred Stock Purchase Fund, in whole or in part, may be set aside in the 4.60% (Series A) Preferred Stock Purchase Fund at any time, for application in the manner aforesaid on the next succeeding June 1, provided however, that if at any time between any June 30 and March 1 of the following year the amount so set aside in the 4.60% (Series A) Preferred Stock Purchase Fund shall aggregate $50,000 or more, the Company shall immediately invite tenders of 4.60% (Series A) Cumulative Preferred Stock in the manner aforesaid, in an amount sufficient to exhaust the moneys in the 4.60% (Series A) Preferred Stock Purchase Fund, at the par value thereof plus an amount equal to accrued dividends to a date which shall be thirty days from the date of such invitation, the invitation to remain open for twenty-five days; and on or before the thirtieth day following the date of such invitation, the Company shall accept tenders and make payment for 4.60% (Series A) Cumulative Preferred Stock tendered, at the price aforesaid in the same manner as above provided with respect to moneys set aside in the 4.60% (Series A) Preferred Stock Purchase Fund on June 1 in each year, and to the extent that tenders are not made in an amount sufficient to exhaust the moneys so held in the 4.60% (Series A) Preferred Stock Purchase Fund, such moneys shall likewise be released from the 4.60% (Series A) Preferred Stock Purchase Fund and become free funds to the Company. Amounts equal to accrued dividends on 4.60% (Series A) Cumulative Preferred Stock purchased through the 4.60% (Series A) Preferred Stock Purchase

Fund shall be paid by the Company by the use of moneys not in the 4.60% (Series A) Preferred Stock Purchase Fund, and shall not be charged to the 4.60% (Series A) Preferred Stock Purchase Fund. Shares of 4.60% (Series A) Cumulative Preferred Stock purchased through the 4.60% (Series A) Preferred Stock Purchase Fund shall be cancelled and shall not be reissued.

(4)(d) On April 1, 1963 and on April 1 in each year thereafter so long as any of the 5.125% Cumulative Preferred Stock shall remain outstanding, the Company shall, subject to the provisions of Section (3) of this Article, set aside as a Purchase Fund for the 5.125% Cumulative Preferred Stock (herein called the "5.125% Preferred Stock Purchase Fund") an amount equal to 1% of the aggregate par value of the largest number of shares of 5.125% Cumulative Preferred Stock at any time theretofore outstanding; provided, however, that amounts set aside for Purchase Funds for the several series of Preferred Stock in compliance with the provisions of Section (4)(a), Section (4)(b), Section (4)(c), Section (4)(d) and Section (4)(e) of this Article shall be set aside without preference or priority as between series so that if at any time there shall be a deficiency (including any amount then required to be set aside) in the Purchase Funds for two or more series of Preferred Stock, any satisfaction of such deficiencies shall be made simultaneously for such two or more Purchase Funds in proportion to the amounts of the respective deficiencies therein. On or before each such April 1 the Company shall in writing, addressed to all holders of record of the 5.125% Cumulative Preferred Stock, invite tenders of 5.125% Cumulative Preferred Stock at the par value thereof, plus an amount equal to accrued dividends to the next succeeding April 30, in an amount sufficient to exhaust the moneys so set aside in the 5.125% Preferred Stock Purchase Fund. The invitations for tenders shall specify how tenders shall be made and how notification of acceptance thereof will be given. Tenders may be made on or before April 25, in each year. If the par value of the shares of 5.125% Cumulative Preferred Stock tendered in response to any such invitation aggregates more than the amount available in the 5.125% Preferred Stock Purchase Fund such tenders shall be accepted pro rata (as nearly as practicable without the purchase or issuance of fractional shares or scrip therefor) in proportion to the total number of shares of 5.125% Cumulative Preferred Stock tendered respectively by the holders thereof who shall have made such tenders, provided that in any event, each holder of 5.125% Cumulative Preferred

Stock shall be entitled to tender and to have purchased by the Company on each such invitation, at least the number of shares (as nearly as practicable without the purchase or issuance of fractional shares or scrip therefor) of the 5.125% Cumulative Preferred Stock held by such holder which bears the same ratio to the total number of shares to be purchased pursuant to the invitation as the number of shares held of record by such holder at the close of business on the last business day before the date of such invitation, bears to the total number of shares of 5.125% Cumulative Preferred Stock then outstanding. Tenders shall be accepted of sufficient shares of 5.125% Cumulative Preferred Stock to exhaust all of the moneys in the 5.125% Preferred Stock Purchase Fund. Payment for 5.125% Cumulative Preferred Stock for which tenders shall have been accepted shall be made on the April 30 following the last day for the making of tenders. To the extent that tenders in any year are not made in an amount sufficient to exhaust all of the moneys so held in the 5.125% Preferred Stock Purchase Fund, such excess moneys in the 5.125% Preferred Stock Purchase Fund for that year shall be released from the 5.125% Preferred Stock Purchase Fund and become free funds to the Company. The obligation to set aside amounts in the 5.125% Preferred Stock Purchase Fund shall be cumulative, so that if, on April 1 of each year cash in the required amount shall not have been set aside in full, the amount of the deficiency shall be added to the 5.125% Preferred Stock Purchase Fund for the next succeeding year until the total aggregate amount which shall have been set aside in such 5.125% Preferred Stock Purchase Fund, and used or released to the Company in accordance with the provisions of this Section (4)(d), shall equal 1% of the aggregate par value of the largest number of shares of 5.125% Cumulative Preferred Stock at any time theretofore outstanding, multiplied by the number of twelve-month periods which shall have elapsed since April 1, 1962. No dividends shall be declared or paid upon or set apart for any shares of Common Stock or any sums applied to the purchase, redemption or other retirement of Common Stock, so long as any such deficiency shall exist in the 5.125% Preferred Stock Purchase Fund. Amounts to satisfy any such deficiency in the 5.125% Preferred Stock Purchase Fund, in whole or in part, may be set aside in the 5.125% Preferred Stock Purchase Fund at any time, for application in the manner aforesaid on the next succeeding April 1, provided however, that if at any time between any April 30 and January 1 of the following year the amount so set aside in the 5.125% Preferred

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Stock Purchase Fund shall aggregate $50,000 or more, the Company shall immediately invite tenders of 5.125% Cumulative Preferred Stock in the manner aforesaid, in an amount sufficient to exhaust the moneys in the 5.125% Preferred Stock Purchase Fund, at the par value thereof plus an amount equal to accrued dividends to a date which shall be thirty days from the date of such invitation, the invitation to remain open for twenty-five days; and on or before the thirtieth day following the date of such invitation, the Company shall accept tenders and make payment for 5.125% Cumulative Preferred Stock tendered, at the price aforesaid in the same manner as above provided with respect to moneys set aside in the 5.125% Preferred Stock Purchase Fund on April 1 in each year, and to the extent that tenders are not made in an amount sufficient to exhaust the moneys so held in the 5.125% Preferred Stock Purchase Fund, such moneys shall likewise be released from the 5.125% Preferred Stock Purchase Fund and become free funds to the Company. Amounts equal to accrued dividends on 5.125% Cumulative Preferred Stock purchased through the 5.125% Preferred Stock Purchase Fund shall be paid by the Company by the use of moneys not in the 5.125% Preferred Stock Purchase Fund, and shall not be charged to the 5.125% Preferred Stock Purchase Fund. Shares of 5.125% Cumulative Preferred Stock purchased through the 5.125% Preferred Stock Purchase Fund shall be cancelled and shall not be reissued.

(4)(e) On March 1, 1968 and on March 1 in each year thereafter so long as any of the 4.60% (Series B) Cumulative Preferred Stock shall remain outstanding, the Company shall, subject to the provisions of Section (3) of this Article, set aside as a Purchase Fund for the 4.60% (Series B) Cumulative Preferred Stock (herein called the "4.60% (Series B) Preferred Stock Purchase Fund") an amount equal to 2% of the aggregate par value of the largest number of shares of 4.60% (Series B) Cumulative Preferred Stock at any time theretofore outstanding; provided, however, that amounts set aside for Purchase Funds for the several series of Preferred Stock in compliance with the provisions of Section (4) (a), Section (4) (b), Section (4) (c), Section (4) (d) and Section 4 (e) of this Article shall be set aside without preference or priority as between series so that if at any time there shall be a deficiency (including any amount then required to be set aside) in the Purchase Funds for two or more series of Preferred Stock, any satisfaction of such deficiencies shall be made simultaneously for such two or more Purchase Funds in proportion to the amounts of the respective deficien-

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cies therein. On or before each such March 1 the Company shall in writing, addressed to all holders of record of the 4.60% (Series B) Cumulative Preferred Stock, invite tenders of 4.60% (Series B) Cumulative Preferred Stock at the par value thereof, plus an amount equal to accrued dividends to the next succeeding March 31, in an amount sufficient to exhaust the moneys so set aside in the 4.60% (Series B) Preferred Stock Purchase Fund. The invitations for tenders shall specify how tenders shall be made and how notification of acceptance thereof will be given. Tenders may be made on or before March 25, in each year. If the par value of the shares of 4.60% (Series B) Cumulative Preferred Stock tendered in response to any such invitation aggregates more than the amount available in the 4.60% (Series B) Preferred Stock Purchase Fund such tenders shall be accepted pro rata (as nearly as practicable without the purchase or issuance of fractional shares or scrip therefor) in proportion to the total number of shares of 4.60% (Series B) Cumulative Preferred Stock tendered respectively by the holders thereof who shall have made such tenders, provided that in any event, each holder of 4.60% (Series B) Cumulative Preferred Stock shall be entitled to tender and to have purchased by the Company on each such invitation, at least the number of shares (as nearly as practicable without the purchase or issuance of fractional shares or scrip therefor) of the 4.60% (Series B) Cumulative Preferred Stock held by such holder which bears the same ratio to the total number of shares to be purchased pursuant to the invitation as the number of shares held of record by such holder at the close of business on the last business day before the date of such invitation, bears to the total number of shares of 4.60% (Series B) Cumulative Preferred Stock then outstanding. Tenders shall be accepted of sufficient shares of 4.60% (Series B) Cumulative Preferred Stock to exhaust all of the moneys in the 4.60% (Series B) Preferred Stock Purchase Fund. Payment for 4.60% (Series B) Cumulative Preferred Stock for which tenders shall have been accepted shall be made on the March 31 following the last day for the making of tenders. To the extent that tenders in any year are not made in an amount sufficient to exhaust all of the moneys so held in the 4.60% (Series B) Preferred Stock Purchase Fund, such excess moneys in the 4.60% (Series B) Preferred Stock Purchase Fund for that year shall be released from the 4.60% (Series B) Preferred Stock Purchase Fund and become free funds to the Company. The obligation to set aside amounts in the 4.60% (Series B) Preferred Stock Purchase

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Fund shall be cumulative, so that if, on March 1 of each year cash in the required amount shall not have been set aside in full, the amount of the deficiency shall be added to the 4.60% (Series B) Preferred Stock Purchase Fund for the next succeeding year until the total aggregate amount which shall have been set aside in such 4.60% (Series B) Preferred Stock Purchase Fund, and used or released to the Company in accordance with the provisions of this Section (4)(c), shall equal 2% of the aggregate par value of the largest number of shares of 4.60% (Series B) Cumulative Preferred Stock at any time theretofore outstanding, multiplied by the number of twelve month periods which shall have elapsed since March 1, 1967. No dividends shall be declared or paid upon or set apart for any shares of Common Stock or any sums applied to the purchase, redemption or other retirement of Common Stock, so long as any such deficiency shall exist in the 4.60% (Series B) Preferred Stock Purchase Fund. Amounts to satisfy any such deficiency in the 4.60% (Series B) Preferred Stock Purchase Fund, in whole or in part, may be set aside in the 4.60% (Series B) Preferred Stock Purchase Fund at any time, for application in the manner aforesaid on the next succeeding March 1, provided however, that if at any time between March 31 and December 1 of any year the amount so set aside in the 4.60% (Series B) Preferred Stock Purchase Fund shall aggregate $85,000 or more, the Company shall immediately invite tenders of 4.60% (Series B) Cumulative Preferred Stock in the manner aforesaid, in an amount sufficient to exhaust the moneys in the 4.60% (Series B) Preferred Stock Purchase Fund, at the par value thereof plus an amount equal to accrued dividends to a date which shall be thirty days from the date of such invitation, the invitation to remain open for twenty-five days; and on or before the thirtieth day following the date of such invitation, the Company shall accept tenders and make payment for 4.60% (Series B) Cumulative Preferred Stock tendered, at the price aforesaid in the same manner as above provided with respect to moneys set aside in the 4.60% (Series B) Preferred Stock Purchase Fund on March 1 in each year, and to the extent that tenders are not made in an amount sufficient to exhaust the moneys so held in the 4.60% (Series B) Preferred Stock Purchase Fund, such moneys shall likewise be released from the 4.60% (Series B) Preferred Stock Purchase Fund and become free funds to the Company. Amounts equal to accrued dividends on 4.60% (Series B) Cumulative Preferred Stock purchased through the 4.60% (Series B)

Preferred Stock Purchase Fund shall be paid by the Company by the use of moneys not in the 4.60% (Series B) Preferred Stock Purchase Fund, and shall not be charged to the 4.60% (Series B) Preferred Stock Purchase Fund. Shares of 4.60% (Series B) Cumulative Preferred Stock purchased through the 4.60% (Series B) Preferred Stock Purchase Fund shall be cancelled and shall not be reissued.

(5) The Preferred Stock of any series at any time outstanding may be redeemed by the Company (except that, unless all shares of Preferred Stock of each series are redeemed or otherwise retired, no shares of the 5.125% Cumulative Preferred Stock shall be redeemed prior to April 1, 1966 and no shares of the 4.60% (Series B) Cumulative Preferred Stock shall be redeemed prior to March 1, 1968 directly or indirectly out of the proceeds of or in anticipation of any borrowings or the issuance of any securities by or for the account of the Company or any subsidiary of the Company having an effective interest cost or dividend rate [calculated after adjustment, in accordance with generally accepted financial practice, for any premium received or discount granted in connection with such borrowings or issuance of securities] of less than 5.125% per annum with respect to the 5.125% Cumulative Preferred Stock or less than 4.60% per annum with respect to the 4.60% (Series B) Cumulative Preferred Stock), at its election expressed by resolution adopted by its Board of Directors, as a whole at any time or in part from time to time, on not less than thirty (30) nor more than sixty (60) days' prior written notice given as herein provided, at a redemption price (which price shall include the amount equal to accrued dividends as hereinafter in this sentence specified) in the case of each share of 5% Preferred Stock to be redeemed, equal to Fifty-two Dollars and Fifty Cents ($52.50) per share, in the case of the 4.60% Cumulative Preferred Stock to be redeemed, equal to Fifty-two Dollars ($52) per share if the date fixed for redemption is prior to October 15, 1954, Fifty-one Dollars and Fifty Cents ($51.50) per share if such redemption date is thereafter and prior to October 15, 1956, Fifty-one Dollars ($51) per share if such redemption date is thereafter and prior to October 15, 1960, and Fifty Dollars and Fifty Cents ($50.50) per share if such redemption date is thereafter, in the case of the 4.50% Cumulative Preferred Stock to be redeemed equal to Fifty-two and 50/100 Dollars ($52.50) per share if the date fixed for redemption is prior to June 1, 1959, Fifty-one and 75/100 Dollars

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($51.75) per share if such redemption date is thereafter and prior to June 1, 1964, and Fifty-one Dollars ($51.00) per share if such redemption date is thereafter, in the case of the 4.60% (Series A) Cumulative Preferred Stock to be redeemed equal to Fifty-two and 50/100 Dollars ($52.50) per share if the date fixed for redemption is prior to June 1, 1961, Fifty-two Dollars ($52.00) per share if such redemption date is thereafter and prior to June 1, 1966 and Fifty-one and 50/100 Dollars ($51.50) per share if such redemption date is thereafter and prior to June 1, 1971, and Fifty-one Dollars ($51.00) per share if such redemption date is thereafter, in the case of the 5.125% Cumulative Preferred Stock to be redeemed equal to Fifty-three Dollars ($53.00) per share if the date fixed for redemption is prior to April 1, 1966, Fifty-two and 50/100 Dollars ($52.50) per share if such redemption date is thereafter and prior to April 1, 1971, Fifty-one and 50/100 Dollars ($51.50) per share if such redemption date is thereafter and prior to April 1, 1976 and Fifty-one Dollars ($51.00) per share if such redemption date is thereafter, in the case of the 4.60% (Series B) Cumulative Preferred Stock to be redeemed equal to Fifty-two and 50/100 Dollars ($52.50) per share if the date fixed for redemption is prior to March 1, 1968, Fifty-two Dollars ($52.00) per share if such redemption date is thereafter and prior to March 1, 1973, Fifty-one and 25/100 Dollars ($51.25) per share if such redemption date is thereafter and prior to March 1, 1978 and Fifty Dollars and Fifty Cents ($50.50) per share if such redemption date is thereafter, and, in addition thereto, an amount which, together with the aggregate of the dividends previously paid upon such share, will be equal, in the case of the 5% Preferred Stock, to Two Dollars and Fifty Cents ($2.50) per share per annum (but without interest), in the case of the 4.60% Cumulative Preferred Stock, to Two Dollars and Thirty Cents ($2.30) per share per annum (but without interest), in the case of the 4.50% Cumulative Preferred Stock, to Two Dollars and Twenty-five Cents ($2.25) per share per annum (but without interest), in the case of the 4.60% (Series A) Cumulative Preferred Stock, to Two Dollars and Thirty Cents ($2.30) per share per annum (but without interest), in the case of the 5.125% Cumulative Preferred Stock, to Two Dollars and Fifty-six and one-quarter Cents ($2.5625) per share per annum (but without interest) and in the case of the 4.60% (Series B) Cumulative Preferred Stock, to Two Dollars and Thirty Cents ($2.30) per share per annum (but without interest) from the date from which the dividends thereon

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became cumulative to the date of redemption. Redemption may be made at any time of either the whole or any part of the shares of any series of Preferred Stock without redeeming the whole or any part of the shares of any other series of Preferred Stock; provided that if, at any time, the Company shall fail to pay dividends in full on any outstanding shares of any series of Preferred Stock, thereafter and until dividends in full on all such shares shall have been paid, or declared and set apart for payment, for all past dividend periods, the Company shall not redeem any Preferred Stock unless all the shares of Preferred Stock outstanding are redeemed, and shall not purchase or otherwise acquire for value any shares of Preferred Stock otherwise than in accordance with an offer made to all holders of shares of Preferred Stock; and provided further if, at any time, the Company shall be in default in the performance of its obligations under Section (4)(a), Section (4)(b), Section (4)(c), Section (4)(d) or Section (4)(e) of this Article, thereafter and until all such defaults in compliance with the provisions of Section (4)(a), Section (4)(b), Section (4)(c), Section (4)(d) and Section (4)(e) of this Article shall have been remedied, the Company shall not redeem any Preferred Stock unless all the shares of Preferred Stock outstanding are redeemed, and shall not purchase or otherwise acquire for value any shares of Preferred Stock except out of amounts set aside as Purchase Funds for one or more of the series of Preferred Stock in compliance with the provisions of Section (4)(a), Section (4)(b), Section (4)(c), Section (4)(d) and Section (4)(e) of this Article. In case of the redemption of a part only of any series of Preferred Stock at the time outstanding, the shares of Preferred Stock to be redeemed shall be selected by lot, in such manner as the Company may determine, by a bank or trust company selected for that purpose by the Company. Notice of the election of the Company to redeem any of the Preferred Stock shall be given by the Company by mailing a copy of such notice, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the date designated therein as the date for such redemption, to the holders of record on the date of such mailing of the shares of Preferred Stock to be redeemed, addressed to them at their respective addresses appearing on the books of the Company. Such notice shall state that such shares of Preferred Stock will be redeemed at the redemption price aforesaid and on the date specified in such notice, upon the surrender for cancellation, at the place designated in such notice,

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of the certificates representing such shares of Preferred Stock, properly endorsed in blank for transfer or accompanied by proper instruments of assignment and transfer in blank (if required by the Company) and bearing all necessary transfer stamps thereto affixed and cancelled. On and after the date specified in such notice, each holder of shares of Preferred Stock called for redemption as aforesaid, upon presentation and surrender at the place designated in such notice of the certificates for shares of Preferred Stock held by him, properly endorsed in blank for transfer or accompanied by proper instruments of assignment and transfer in blank (if required by the Company), and bearing all necessary transfer tax stamps thereto affixed and cancelled, shall be entitled to receive therefor the redemption price hereinbefore specified. From and after the date of redemption specified in such notice (unless default shall be made by the Company in providing moneys for the payment of the redemption price), all dividends on the shares of Preferred Stock so called for redemption shall cease to accrue and, from and after said date (unless default shall be made by the Company as aforesaid), or, if the Company shall so elect, from and after the date (prior to the date of redemption so specified) on which the Company shall provide the moneys for the payment of the redemption price by depositing the amount thereof with a bank or trust company doing business in the Borough of Manhattan, City and State of New York, and having a capital and surplus of at least $5,000,000, provided that the notice of redemption shall have stated the intention of the Company to deposit such amount on a date in such notice specified, all rights of the holders of the shares so called for redemption as stockholders of the Company, except only the right to receive the redemption price then due, shall cease and determine. Subject to the foregoing provisions of this Section (5), the Company may also from time to time repurchase shares of any series of its Preferred Stock at not exceeding the respective redemption prices thereof. All shares of Preferred Stock so redeemed shall be retired and shall not be reissued, but the Company may, nevertheless, from time to time thereafter increase and/or reclassify its capital stock in the manner and to the extent permitted by law and by its Charter.

(6) At all elections of directors of the Company, and on all other matters, except on matters in respect of which the laws of the State of South Carolina shall provide that all stockholders shall have the right

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to vote irrespective of whether such right has been relinquished by any of such stockholders and except as otherwise herein provided, the holders of the Common Stock shall have the exclusive right to vote, *provided, however,* that, if and whenever four (4) quarterly dividends payable on the Preferred Stock shall be unpaid in whole or in part, the holders of the Preferred Stock as a class, all the shares of all series of Preferred Stock then outstanding taken together constituting the class, shall have the exclusive right to vote for and to elect the smallest number of directors which shall constitute a majority of the then authorized number of directors of the Company, and in all matters other than the election of directors, each holder of one or more shares of any series of Preferred Stock shall be entitled to one vote for each such share of stock held by him. In the event of defaults entitling the Preferred Stock to vote as aforesaid, the holders of the Common Stock as a class shall have the exclusive right to vote for and to elect the greatest number of directors which shall constitute a minority of the then authorized number of directors of the Company and in all matters other than the election of directors, each holder of Common Stock shall be entitled to one vote for each share of stock held by him. The voting rights of the holders of the Preferred Stock, however, shall cease when all accumulated and unpaid dividends on their stock shall have been paid in full. The terms of office of all persons who may be directors of the Company, at the time when the right to elect a majority of the directors shall accrue to the holders of the Preferred Stock as herein provided, shall terminate upon the election of their successors at a meeting of the stockholders of the Company then entitled to vote. Whenever the right shall have accrued to the holders of Preferred Stock to elect directors, the Board of Directors shall, within ten days after delivery to the Company at its principal office of a request to such effect signed by any holder of shares of the Preferred Stock entitled to vote, call a special meeting of the stockholders to be held within forty days from the delivery of such request for the purpose of electing directors. The notice of such meeting shall be similar to that provided in the By-Laws for an annual meeting of stockholders. Any vacancy in the Board of Directors occurring during any period that the Preferred Stock shall have representatives on the Board shall be filled by a majority vote of the remaining directors representing the class of stock theretofore represented by the director causing the vacancy. Upon the termination of such exclusive right of

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the holders of the Preferred Stock to elect a majority of the directors of the Company, the terms of office of all the directors of the Company shall terminate upon the election of their successors at a meeting of the stockholders of the Company then entitled to vote. Whenever the right of holders of shares of Preferred Stock to elect directors shall have terminated, the Board of Directors shall, within ten days after delivery to the Company at its principal office of a request to such effect signed by any holders of shares of Common Stock entitled to vote, call a special meeting of the stockholders to be held within forty days from the delivery of such request for the purpose of electing directors. The notice of such meeting shall be similar to that provided in the By-Laws for an annual meeting of stockholders.

(7) So long as any of the Preferred Stock shall be outstanding, unless provision has been made for the redemption thereof as provided in Section (5) of this Article VII:

(A) The Company shall not, without the affirmative vote or written consent of the holders of at least two-thirds of the total number of shares of Preferred Stock then outstanding, all of said shares voting as a single class (in addition to any other vote or consent at the time required by law), (1) create or issue any shares of stock, in addition to the shares which the Company is then authorized to issue, which would rank equally with or prior to the Preferred Stock or authorize any increase of the Preferred Stock now authorized, or (2) amend its charter so as to change, alter or repeal the provisions contained herein relating to the preferences, voting powers, restrictions and qualifications of any series of Preferred Stock, *provided, however,* that if any such amendment, alteration or repeal would decrease the rights and preferences of outstanding shares of Preferred Stock of one or more series without proportionately decreasing the rights and preferences of the outstanding shares of the other series, then like consent by the holders of at least two-thirds in amount of the Preferred Stock of the former one or more series (voting as a class) at the time outstanding shall also be necessary for effecting or validating any such amendment, alteration or repeal, and *provided further,* that if any such amendment or alteration would increase the authorized number of shares of the 4.60% Cumulative Preferred Stock, then like consent by the holders of at least two-thirds in amount of the 4.60% Cumulative Preferred

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Stock shall also be necessary for effecting or validating any such amendment or alteration and *provided further* that if any such amendment or alteration would increase the authorized number of shares of the 4.50% Cumulative Preferred Stock then like consent of the holders of at least two-thirds in amount of the 4.50% Cumulative Preferred Stock shall also be necessary for effecting or validating any such amendment or alteration and *provided further* that if any such amendment or alteration would increase the authorized number of shares of the 4.60% (Series A) Cumulative Preferred Stock then like consent of the holders of at least two-thirds in amount of the 4.60% (Series A) Cumulative Preferred Stock shall also be necessary for effecting or validating any such amendment or alteration and *provided further* that if any such amendment or alteration would increase the authorized number of shares of the 5.125% Cumulative Preferred Stock then like consent of the holders of at least two-thirds in amount of the 5.125% Cumulative Preferred Stock shall also be necessary for effecting or validating any such amendment or alteration and *provided further* that if any such amendment or alteration would increase the authorized number of shares of the 4.60% (Series B) Cumulative Preferred Stock then like consent of the holders of at least two-thirds in amount of the 4.60% (Series B) Cumulative Preferred Stock shall also be necessary for effecting or validating any such amendment or alteration, or (3) issue any shares of Preferred Stock in addition to the initial series of 125,234 shares of the 5% Preferred Stock, 60,000 shares of the 4.60% Cumulative Preferred Stock, 80,000 shares of the 4.50% Cumulative Preferred Stock, 100,000 shares of the 4.60% (Series A) Cumulative Preferred Stock, 100,000 shares of the 5.125% Cumulative Preferred Stock and 170,000 shares of the 4.60% (Series B) Cumulative Preferred Stock (a) unless for any twelve consecutive calendar months immediately preceding the calendar month within which such additional shares of Preferred Stock shall be issued, the net earnings of the Company available for the payment of interest charges on the Company's indebtedness, determined after provision for depreciation (in an amount not less than the minimum specified in subparagraph (D) of Section (3) above in the definition of Net Income of the Company Available for Dividends on the Common Stock), amortization of utility plant acquisition adjustment accounts, and all taxes, in accordance with sound account-

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ing practice, shall have been at least one and one-half times the aggregate for a twelve months' period of the interest charges on indebtedness of the Company and the dividend requirements on all shares of Preferred Stock to be outstanding immediately after the proposed issue of such additional shares thereof, provided that there shall be excluded from the foregoing computation interest charges on all indebtedness and dividends on all stock which are to be retired in connection with the issue of such additional shares of Preferred Stock, and also provided that, where such additional shares of Preferred Stock are to be issued in connection with the acquisition of new property, the net earnings of the property to be so acquired may be included on a pro forma basis in the foregoing computation, computed on the same basis as the net earnings of the Company, and (b) unless the aggregate of the capital of the Company applicable to the Common Stock and the surplus of the Company shall be not less than the amount payable upon involuntary dissolution to the holders of the Preferred Stock to be outstanding immediately after the proposed issue of such additional Preferred Stock, excluding from the foregoing computation all indebtedness and stock which are to be retired in connection with the issue of such additional shares of Preferred Stock, *provided,* that no portion of the surplus of the Company which shall be used to meet the requirements of this clause (b) shall, after the issue of such additional shares of Preferred Stock and until such additional shares or a like number of other shares of Preferred Stock shall have been retired, be available for dividends or other distribution upon the Common Stock; and

(B) The Company shall not, without the consent of the Preferred and Common Stock at a meeting duly called for the purpose, which consent must be evidenced by (1) a simple majority vote of the total number of shares of Preferred Stock then outstanding, all of said shares being entitled to one vote per share and voting as a single class, (2) a simple majority vote of the total number of shares of Common Stock then outstanding, all of said shares being entitled to one vote per share, and (3) a two-thirds majority vote of the then outstanding Preferred and Common Stock voting as a single class, all outstanding shares of Preferred Stock being entitled to twenty votes per share and all outstanding shares of

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Common Stock being entitled to one vote per share (in addition to any other vote or consent at the time required by law), consolidate or merge with or into any other corporation or corporations, permit the consolidation or merger of any other corporation or corporations into it, or sell, lease or otherwise transfer all or the greater part of the assets of the Company; *provided, however,* that the Board of Directors of the Company, by resolution, shall have the right at any time without the vote or consent of stockholders of any class, to mortgage or otherwise subject to lien or pledge all or any part of the assets of the Company for proper corporate purposes.

(C) The Company, except for the purposes of:

(1) refunding outstanding unsecured indebtedness theretofore issued or assumed by the Company,

(2) redeeming or retiring all outstanding shares of Preferred Stock, or

(3) reimbursing the Company, in whole or in part, for moneys deposited by it to provide for the redemption or retirement of all outstanding shares of one or more series of the Preferred Stock,

shall not, without the consent (given by vote at a meeting duly called for the purpose) of the holders of at least a majority of the total number of shares of Preferred Stock then outstanding, all of said shares voting as a single class, issue any unsecured notes, debentures or other securities representing unsecured indebtedness, or assume any such unsecured indebtedness, if, immediately after such issue or assumption, as the case may be, the total principal amount of all unsecured notes, debentures or other securities representing unsecured indebtedness issued or assumed by the Company and then outstanding (including unsecured securities then to be issued or assumed) would exceed (a) $8,000,000 or (b) ten per cent. (10%) of the aggregate of the total principal amount of all bonds or other securities representing secured indebtedness issued or assumed by the Company and then outstanding and the capital and surplus of the Company as then stated on the books of account of the Company, whichever amount is greater. Nothing herein con-

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tained shall be deemed to require such vote of Preferred Stockholders to enable the Company to make or assume any indebtedness secured by mortgage, pledge or collateral.

(8) No fractional shares of any series of Preferred Stock of the Company shall be issued. In case any holder or any person entitled to become a holder of any stock certificates representing shares of 5% Preferred Stock of the Company shall for any reason desire certificates representing less than a full share of said Preferred Stock, the Company shall, upon demand and after reasonable notice and, in the case of a holder, upon the surrender of certificates representing shares of 5% Preferred Stock properly endorsed in blank for transfer or accompanied by proper instruments of assignment and transfer in blank (if required by the Company) and bearing all necessary transfer stamps thereto affixed and cancelled, issue to such holder, and, in the case of any person entitled to become a holder, issue to such person, Scrip Certificates representing in the aggregate the same number of shares of 5% Preferred Stock as the certificates so surrendered for cancellation represent or the number of shares to which such person shall then be entitled, as the case may be. Such Scrip Certificates may, at the election of the Company, be in bearer form, represent not less than a one-twentieth fractional interest of one share of said 5% Preferred Stock and may by their terms become void at such reasonable time, not less than three (3) years, after the original issuance thereof. Such Scrip Certificates shall entitle the holders to combine and exchange the same for stock certificates representing full shares of 5% Preferred Stock, but, until so combined and exchanged, shall not entitle the holders thereof to receive dividends or to exercise other rights of Preferred Stockholders in respect of such fractional interests. The holders of full share certificates which have been issued in exchange for Scrip Certificates prior to the date for the determination of Preferred Stockholders entitled to receive dividends shall be entitled to receive the dividend payable on the dividend payment date next succeeding such exchange.

(9) The holders of shares of any series of Preferred Stock shall have no right whatever to subscribe for or purchase or to have offered to them for subscription or purchase any additional shares of stock of any class, character or description, or obligations of any kind of the

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Company convertible into stock of any class of the Company, or to which shall be attached or appertain any warrant or warrants or other instrument or instruments that shall confer upon the holder or holders of such obligations the right to subscribe for, or to purchase or receive from the Company, any shares of capital stock of any class of the Company, whether now or hereafter authorized.

(10) Except as hereinafter provided no fractional shares of Common Stock of the Company, nor Scrip Certificates therefor, shall be issued. However, as an incident to the Plan of Distribution of Common Stock of this Company by General Public Utilities Corporation, the Company shall, upon demand made by General Public Utilities Corporation or by the Escrow Agent under such Plan of Distribution, and upon the delivery of certificates representing shares of Common Stock of the Company properly endorsed in blank for transfer or accompanied by proper instruments of assignment and transfer in blank (if required by the Company) and bearing all necessary transfer stamps thereto affixed and cancelled and upon the delivery to the Company by General Public Utilities Corporation or by said Escrow Agent of all distributions received from and after the effective date of such Plan of Distribution on the shares of Common Stock of the Company represented by the certificates for full shares so delivered (said certificates for full shares and distributions thereon to be held by the Company for the benefit of holders of the Scrip Certificates representing fractional interests therein and, so long as said certificates are so held by the Company, the full shares represented by said certificates to be deemed to be outstanding for all purposes except that said shares shall be deemed not to be outstanding for the exercise of any voting powers or for the determination of the number of shares entitled to vote at any meeting of stockholders), deliver to General Public Utilities Corporation or to said Escrow Agent, in exchange for such certificates for full shares, Scrip Certificates representing fractional interests aggregating the same number of shares of Common Stock as the certificates for full shares so delivered represent. Moreover, as an incident to the consolidation of Scrip Certificates for Common Stock of the Company issued under said Plan of Distribution at the request of a holder of Scrip Certificates, representing, in the aggregate, fractional interests in more than one full share of such Common Stock of the Company, the Company shall, upon the surrender of Scrip Certificates representing such excess of fractional interests over one full share

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of such Common Stock bearing all necessary transfer stamps thereto affixed and cancelled, deliver to such holder Scrip Certificates representing any fractional interest in excess of the largest number of full shares represented by such aggregate of said Scrip Certificates so presented for consolidation. All Scrip Certificates for Common Stock of the Company shall be in bearer form, shall be dated as of the effective date of the aforesaid Plan of Distribution and shall represent not less than one one-thousandth fractional interest of one full share of Common Stock. Such Scrip Certificates shall entitle the holders thereof to consolidate and exchange the same at any time prior to November 15, 1951 for certificates for full shares of Common Stock plus a Scrip Certificate for any remaining fractional interest plus any distributions on such full shares from the date of the Scrip Certificates until the close of business on the date prior to the date of consolidation and exchange of such Scrip Certificates for stock certificates for full shares, but, until so consolidated and exchanged, shall not entitle the holders thereof to vote, receive dividends, or exercise other rights of stockholders in respect of such fractional interests. Upon the delivery of certificates for full shares in exchange for and upon consolidation of Scrip Certificates, the holders of certificates for full shares thus delivered shall become entitled to all rights with respect to said full shares as of the date of delivery of said full share certificates. Within 30 days after November 15, 1951 the Company shall sell, or cause to be sold, for cash, any and all full shares of Common Stock held by it for the benefit of holders of outstanding Scrip Certificates, together with all distributions, other than cash, on said full shares. Such sales shall be made at such price, and at such time or times within said 30 day period as the Company shall in its sole discretion deem to be appropriate. The Company shall hold the proceeds of such sale, together with the cash distributions made, on or before November 15, 1951, on said full shares for the proportionate benefit of holders of Scrip Certificates outstanding on November 15, 1951 and shall at any time after November 15, 1951, and prior to November 15, 1952, deliver to the holders of Scrip Certificates outstanding on November 15, 1951, upon surrender to the Company of any such Scrip Certificate, the proportionate part of funds thus held. All Scrip Certificates shall become null and void on November 15, 1952 and the property then held by the Company for the benefit of holders of Scrip Certificates then outstanding shall become the property of the Company.

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(11) No shares of Common Stock or of any new class of Common Stock, and no securities convertible into such stock, shall be issued for cash without being offered for subscription pro rata to the holders of the outstanding Common Stock. The term "Common Stock" shall mean stock of any class (however designated) having the right to exercise ordinary voting powers other than stock having such powers only upon an event of default and shall also mean stock of any class (however designated) entitled to share in the residuum of assets of the Company after the stock of any and all classes entitled to a preference shall have been paid in full, or entitled to participate in the residuum of surplus or profits of the Company after the stock of any and all classes entitled to a preference in the accumulation or payment of dividends shall have been provided for. No holder of Common Stock shall be entitled, as such, as a matter of right, to subscribe for or purchase any new or additional issue of Preferred Stock or of any new class of stock (except Common Stock or any new class of Common Stock) or of any securities convertible into Preferred Stock or into such new class of stock, whether now or hereafter authorized, or whether issued for cash, property or services. Notwithstanding any other provision hereof, the Company may, in any manner permitted by law, issue shares of Common Stock, whether now or hereafter authorized, or of any new class of Common Stock, or securities convertible into such stock, for any consideration other than money, without first offering the same for subscription to the holders of the then outstanding Common Stock, and no holder of Common Stock shall be entitled as such, as a matter of right, to subscribe for or purchase any such stock or convertible securities so to be issued.

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INDENTURE, made this 5th day of Feb., 19 63, by and between

of the _____ of _____, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee, Grantors, being the owners of land situate in the County of Colleton, State of South Carolina, which said land abuts on the street or highway known as U. S. Highway 15, (Canadys Hwy.) and is bounded Northerly by lands of Ben Hubbard Easterly by lands of Vallie W. Ervin Southerly by lands of County Road # Westerly by lands of U. S. Hwy. 15 hereby grant and convey to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, maintain and operate an electric line consisting of poles, conductors, overhead and underground lightning protective wires, private communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across and under said land along the said street or highway and/or on my or our land described as follows: extended line along Southern boundary for a distance of approximately 700 feet from Hwy, 15 to lands of Vallie W. Ervin, Line to be constructed one foot on private property.

Together with the right from time to time to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to remove said line or any part thereof.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within ten (10) feet of any wire strung on said line; provided, however, any damage to the property of Grantors (other than that caused by said trimming, cutting or removing) caused by Grantee in maintaining or repairing said line, shall be borne by Grantee. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have caused this indenture to be duly executed the day and year first above written.

WITNESS:

Kathleen Haws Hodges — Ted C. Hodges (SEAL)

H. C. Hutson, Jr. — (SEAL)

(SEAL)

Recorded 2/8/63 — 9 A.M. (SEAL)

Form RW-4-S.C.-1-58

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State of South Carolina,
County of Colleton } ss

Personally appeared before me H. C. Hutson, Jr.
and made oath that he saw the within named Ted C. Hodges sign, seal and as his act and deed deliver the within R/W Grant for the uses and purposes therein mentioned, and that he with Kathleen Haws Hodges in the presence of each other, witnessed the due execution thereof.

H. C. Hutson, Jr.

Sworn to before me this 5th day of February, 19 63
W. Gresham Meggett
Seal affixed Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)
Notary Public for

RENOUNCEMENT OF DOWER

State of South Carolina,
County of Colleton } ss

I, W. Gresham Meggett, a Notary Public of S. C., do hereby certify unto all whom it may concern that Kathleen Haws Hodges, the wife of the within named Ted C. Hodges, 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 South Carolina Electric & Gas Company, her heirs and assigns, all her interests and estate, and also all her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Kathleen Haws Hodges

Given under my hand and seal this 5th day of February, 19 63
W. Gresham Meggett
Notary Public for S. C.

Line:
County:
RIGHT OF WAY GRANT
TO
South Carolina Electric & Gas Company
Dated: , 19
Received in the Clerk's Office of the County of
South Carolina, on the
day of A. D. 19
at o'clock in the noon
and recorded in Book of Deeds
for said County on page

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INDENTURE, made this 6th day of February, 19 63, by and between
Colleton County Public Landing at Westbank, Harry Fripp, Supervisor

of the Community of Jacksonboro, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee, Grantors, being the owners of land situate in the County of Colleton, State of South Carolina, which said land abuts on the street or highway known as Hope Plantation Road and is bounded Northerly by lands of Lightsey Bros. Easterly by lands of Edisto River Southerly by lands of Lightsey Bros. Westerly by lands of S. C. Road # 30 hereby grant and convey to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, maintain and operate an electric line consisting of poles, conductors, overhead and underground lightning protective wires, private communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across and under said land along the said street or highway and/or on my or our land described as follows: Construct line ~~REMR~~ in an easterly direction from Hope Plantation , extension along entrance road to Westbank Landing for a distance of approximately 1010 feet.

Together with the right from time to time to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to remove said line or any part thereof.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within along dirt road only. feet of any wire strung on said line; provided, however, any damage to the property of Grantors (other than that caused by said trimming, cutting or removing) caused by Grantee in maintaining or repairing said line, shall be borne by Grantee. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have caused this indenture to be duly executed the day and year first above written.

WITNESS:

H. C. Hutson, Jr. — Harry M. Fripp (SEAL)

Roselyn R. Ulmer — (SEAL)

(SEAL)

Recorded 2/8/63 9 A. M. (SEAL)

Form RW-4-S.C.-1-58

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State of South Carolina,

County of Colleton

Personally appeared before me H. C. Hutson, Jr.

and made oath that he saw the within named Harry M. Fripp, Supervisor/Colleton Co. Public Landing at Westbank R/W Grant sign, seal and as his act and deed deliver the within for the uses and purposes therein mentioned, and that he with Roselyn R. Ulmer in the presence of each other, witnessed the due execution thereof.

H. C. Hutson, Jr.

Sworn to before me this 7th day of February, 19 63

W. Gresham Meggett

Seal affixed Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this

day of A. D., 19

(L. S.)

Notary Public for

RENOUNCEMENT OF DOWER

State of South Carolina,

County of

I, , do hereby certify unto all whom it may concern that , the wife of the within named , 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 South Carolina Electric & Gas Company, her heirs and assigns, all her interests 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 day of , 19

Notary Public for S. C.

Line:

County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: , 19

Received in the Clerk's Office of the County of , South Carolina, on the A. D. 19 day of at o'clock in the noon and recorded in Book of Deeds for said County on page

Recorded this _____ day of _____ A.D. 19__ 472
in Book _____ Page _____
At _____ o'clock ____ M.

Clerk of Court, Colleton County, S. C.

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

LEASE

THIS LEASE, made and concluded at Walterboro, South Carolina, this March 1, 1962, by and between C. M. Rizer, hereinafter referred to as the Lessor and Walterboro Motor Sales Company, a South Carolina corporation, hereinafter referred to as the Lessee,

WITNESSETH:

The said Lessor does hereby grant and lease unto the said Lessee, its successors and assigns, the following described premises, with the buildings and improvements thereon located, to wit:

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the Town of Walterboro, Colleton County, South Carolina, measuring and bounding as follows: Three Hundred Twenty-one and seven-tenths (321.7) feet on the North and bounded thereon by an alleyway running from Walter Street to Lucas Street; measuring One Hundred Seventy-eight and two-tenths (178.2) feet on the East and bounded thereon by lands now or formerly of Estate of Levy, Hudson and Edith D. Witsell; measuring Three Hundred Twenty-six and one-tenth (326.1) feet on the South and bounded thereon by Hampton Street; and measuring One Hundred eighty-one and eighty-five hundredths (181.85) feet on the West and bounded thereon by Walter Street; be all the said measurements more or less. The said lot is the same now occupied by Walterboro Motor Sales Company and is the same conveyed to C. M. Rizer by deed of Walterboro Motor Sales Company dated 29 November 1954 and recorded in Book 115, at Page 127, in the office of the Clerk of Court for Colleton County, South Carolina.

TO HAVE AND TO HOLD, The said premises above described unto the said Lessee, its successors and assigns, for the full term of Fifteen (15) years, commencing on the 1st day of July 1962 and ending on the 30th day of June 1977.

The said Lessee shall at its own expense provide for utilities in connection with the use of said premises and shall pay to the Lessor, or for his account, an amount equal to the fire and hazard insurance premiums and the ad valorem property taxes assessed against said premises during the term of this lease.

SC Doc Stamp $7.20 - 1/11 am Recorded Feb 23-1963

DEEDS

Recorded this _____
day of _____ A.D. 19__
in Book _____ Page _____
At _____ o'clock _____

Clerk of Court, Colleton County, S. C.

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STATE OF SOUTH CAROLINA)
:
COUNTY OF COLLETON)

LEASE

THIS LEASE, made and concluded at Walterboro, South Carolina, this March 1, 1962, by and between C. M. Rizer, hereinafter referred to as the Lessor and Walterboro Motor Sales Company, a South Carolina corporation, hereinafter referred to as the Lessee,

WITNESSETH:

The said Lessor does hereby grant and lease unto the said Lessee, its successors and assigns, the following described premises, with the buildings and improvements thereon located, to wit:

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the Town of Walterboro, Colleton County, South Carolina, measuring and bounding as follows: Three Hundred Twenty-one and seven-tenths (321.7) feet on the North and bounded thereon by an alleyway running from Walter Street to Lucas Street; measuring One Hundred Seventy-eight and two-tenths (178.2) feet on the East and bounded thereon by lands now or formerly of Estate of Levy, Hudson and Edith D. Witsell; measuring Three Hundred Twenty-six and one-tenth (326.1) feet on the South and bounded thereon by Hampton Street; and measuring One Hundred eighty-one and eighty-five hundredths (181.85) feet on the West and bounded thereon by Walter Street; be all the said measurements more or less. The said lot is the same now occupied by Walterboro Motor Sales Company and is the same conveyed to C. M. Rizer by deed of Walterboro Motor Sales Company dated 29 November 1954 and recorded in Book 115, at Page 127, in the office of the Clerk of Court for Colleton County, South Carolina.

TO HAVE AND TO HOLD, The said premises above described unto the said Lessee, its successors and assigns, for the full term of Fifteen (15) years, commencing on the 1st day of July 1962 and ending on the 30th day of June 1977.

The said Lessee shall at its own expense provide for utilities in connection with the use of said premises and shall pay to the Lessor, or for his account, an amount equal to the fire and hazard insurance premiums and the ad valorem property taxes assessed against said premises during the term of this lease.

SC Doc Stamp $7.20 - Recorded Feb 23 1963

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IT IS FURTHER UNDERSTOOD AND AGREED, that the Lessee will, at its own expense, improve, for its use during the term of this lease, certain buildings now existing on the said premises and that it will in addition, at its own expense, construct additions to and enlargements of buildings on said premises.

Upon the expiration of this lease the Lessee shall have no rights in the said buildings or improvements effected or constructed by it.

The consideration for this lease is the payment of insurance premiums, taxes and maintenance on the said premises as hereinabove provided, and the construction of the aforementioned enlargements, additions and renovations to the said premises, and the Lessee shall not be liable for any cash rental payment.

Upon the failure of the Lessee, its successors and assigns, to carry out the terms and conditions of this lease, and upon its failure to do so after sixty (60) days' notice in writing, then in that event the Lessor may at his option declare the said lease terminated and ended, and in such event the Lessee, its successors and assigns, will surrender possession of said leased premises to the Lessor, his heirs and assigns.

AND IT IS FURTHER AGREED, that the Lessee, its successors and assigns, shall quit and deliver up the said premises to the Lessor peaceably and quietly at the end of the term herein provided in as good condition, reasonable use thereo, fire, and other unavoidable casualties excepted, as they now are, and in the meantime not to make or suffer any waste thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals in duplicate this 1st day of March 1962.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

C. M. Rizer (L.S.)
C. M. Rizer, Lessor

WALTERBORO MOTOR SALES COMPANY

By: C. M. Rizer (L.S.)
Its Pres
Lessee

DEEDS

4720

IT IS FURTHER UNDERSTOOD AND AGREED, that the Lessee will, at its own expense, improve, for its use during the term of this lease, certain buildings now existing on the said premises and that it will in addition, at its own expense, construct additions to and enlargements of buildings on said premises.

Upon the expiration of this lease the Lessee shall have no rights in the said buildings or improvements effected or constructed by it.

The consideration for this lease is the payment of insurance premiums, taxes and maintenance on the said premises as hereinabove provided, and the construction of the aforementioned enlargements, additions and renovations to the said premises, and the Lessee shall not be liable for any cash rental payment.

Upon the failure of the Lessee, its successors and assigns, to carry out the terms and conditioms of this lease, and upon its failure to do so after sixty (60) days' notice in writing, then in that event the Lessor may at his option declare the said lease terminated and ended, and in such event the Lessee, its successors and assigns, will surrender possession of said leased premises to the Lessor, his heirs and assigns.

AND IT IS FURTHER AGREED, that the Lessee, its successors and assigns, shall quit and deliver up the said premises to the Lessor peaceably and quietly at the end of the term herein provided in as good condition, reasonable use thereo, fire, and other unavoidable casualties excepted, as they now are, and in the meantime not to make or suffer any waste thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals in duplicate this 1st day of March 1962.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

C. M. Rizer (L.S.)
C. M. Rizer, Lessor

WALTERBORO MOTOR SALES COMPANY

By: C. M. Rizer (L.S.)
Its Lessee

-2-

STATE OF SOUTH CAROLINA)
:
COUNTY OF COLLETON)

PERSONALLY appeared before me Pearl Wood and made oath that she saw the within named C. M. Rizer, Lessor, and Walterboro Motor Sales Company, Lessee, by C. M. Rizer its President, sign, seal and as their act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that she, with W. I. McLeod, Jr., witnessed the execution thereof.

SWORN to before me this 1st day of March 1962. Pearl Wood

W. I. McLeod (SEAL)
Notary Public for South Carolina

My commission expires at the pleasure of the Governor.

DEEDS

473

473

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me Pearl Wood and made oath that she saw the within named C. M. Rizer, Lessor, and Walterboro Motor Sales Company, Lessee, by C. M. Rizer its President, sign, seal and as their act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that she, with W. I. McLeod, Jr., witnessed the execution thereof.

SWORN to before me this 1st day of March 1962.

[signature] (SEAL)
Notary Public for South Carolina
My commission expires at the pleasure of the Governor.

For valuable consideration, the receipt whereof is hereby acknowledged, we hereby terminate and cancel the within lease.

Dated this 23rd day of February, 1963.

Edward W. Mitchell (L.S.)

WITNESS:

Sam Siegle Bessie Z. Novit (L.S.)

Isadore Bogoslow

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me Isadore Bogoslow who, being duly sworn, says he saw the within named Edward W. Mitchell and Bessie Z. Novit sign, seal and as their act and deed deliver the within written instrument and that he with Sam Siegel witnessed the execution thereof.

Isadore Bogoslow

Sworn to before me this
6th day of March, 1963.

Margaret B. Hilliard (L.S.)
Notary Public for South Carolina

Recorded 3/6/63 9 A.M.

DEEDS

495

STATE OF SOUTH CAROLINA.
COUNTY OF COLLETON. CANCELLATION OF CONTRACT OF SALE.

By Mutual Consent, the within Contract of Sale is hereby Cancelled and terminated and to be of no further force and effect. The Parties hereto are hereby Discharged from the Terms of the within Contract of Sale We authorize the Clerk of Court to Cancel the same of Record.

Witnessour hands and Seals this 1st day of April, 1964.

Witnesses as to Calhoun Thomas.

John Attagius Jr.

Julia M.Landreth.

Calhoun Thomas. (SEAL)

Witnesses as to George R.Beckett.

Nellie B.Beckett.

J.E.Skardon.

George R.Beckett. (SEAL)

Recorded ~~April 31st~~

Recorded March 31st, 1964 at 9 A.M

476

STATE OF SOUTH CAROLINA)
) SPECIAL POWER OF ATTORNEY
COUNTY OF COLLETON)

KNOW ALL MEN BY THESE PRESENTS, That we, Julius V. Gerard, Jasper G. Gerard, Clara W. Trippe, William Donald Gerard, and Joseph W. Gerard, do hereby constitute, make and appoint Gerald C. Smoak, our true and lawful attorney for use and in our name, place and stead,

To make, execute and deliver any mortgage deed whether with or without covenants and warranties, in respect of any land devised to us by the late Ethel Gerard, to Walterboro Production Credit Association. This authority also includes the right to execute a note along with the said mortgage deed in an amount not to exceed Thirty-One Hundred ($3,100.00) Dollars. This authority also includes the right to assign any proceeds or payments from any Government Soil Bank Program which may be forthcoming from the said real estate, to Walterboro Production Credit Association for the payment of said note and mortgage.

We, the said Julius V. Gerard, Jasper G. Gerard, Clara W. Trippe, William Donald Gerard, and Joseph W. Gerard, do hereby ratify and confirm all acts whatsoever that our said attorney shall do, or cause to be done, in or about the premises, by virtue of this power of attorney.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this, the 3rd day of October, 1964.

/s/ Edna V. DeWitt
/s/ Kaye B. Hudson
as to Julius V. Gerard

/s/ Julius V. Gerard (L.S.)
Julius V. Gerard

/s/ Edna V. DeWitt
/s/ Kaye B. Hudson
as to Jasper G. Gerard

/s/ Jasper G. Gerard (L.S.)
Jasper G. Gerard

/s/ Edna V. DeWitt
/s/ Kaye B. Hudson
as to Clara W. Trippe

/s/ Clara W. Trippe (L.S.)
Clara W. Trippe

(L.S.)
William Donald Gerard

AS to William Donald Gerard

/s/ Edna V. DeWitt
/s/ Kaye B. Hudson
as to Joseph W. Gerard

/s/ Joseph W. Gerard (L.S.)
Joseph W. Gerard

10 a

-1- 1-7-65

DEEDS

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF COLLETON)

PERSONALLY comes Kaye B. Hudson, and makes oath that he saw the within named Juline V. Gerard sign, seal and he, as his act and deed, delivered the within power of attorney, and that he with Edna V. DeWitt, witnessed the execution thereof.

SWORN to before me this

/s/ Kaye B. Hudson

3rd day of October, 1964.

/s/ Edna V. DeWitt (SEAL)
Notary Public for South Carolina

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF COLLETON)

PERSONALLY comes Kaye B. Hudson, and makes oath that he saw the within named Jasper G. Gerard, sign, seal and as his act and deed deliver the within power of attorney, and that he with Edna V. DeWitt witnessed the execution thereof.

SWORN to before me this

/s/ Kaye B. Hudson

3rd day of October, 1964.

/s/ Edna V. DeWitt (SEAL)
Notary Public for South Carolina

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF COLLETON)

PERSONALLY comes Kaye B. Hudson, and makes oath that he saw the within named Clara W. Trippe, sign, seal and as her act and deed, deliver the within power of attorney, and that he with Edna V. DeWitt witnessed the execution thereof.

SWORN to before me this

/s/ Kaye B. Hudson

3rd day of October, 1964.

/s/ Edna V. DeWitt (SEAL)
Notary Public for South Carolina

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF)

PERSONALLY comes _____, and makes oath that he saw the within named William Donald Gerard, sign, seal and as his act and deed deliver the within power of attorney, and that he with _____, witnessed the execution thereof.

SWORN to before me this

_____ day of October, 1964. _____

_____(SEAL)
Notary Public for South Carolina

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF COLLETON)

PERSONALLY comes Kaye B. Hudson, and makes oath that he saw the within Joseph W. Gerard, sign, seal and as his act and deed deliver the within Power of Attorney, and that he with Edna V. DeWitt, witnessed the execution thereof.

SWORN to before me this

3rd day of October, 1964. /s/ Kaye B. Hudson

/s/ Edna V. DeWitt (SEAL)
Notary Public for South Carolina

DEEDS

479

STATE OF SOUTH CAROLINA }
COUNTY OF COLLETON } SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That I William Donald Gerard, do hereby constitute, make and appoint Joseph W. Gerard, my true and lawful attorney for me and in my name, place and stead.

To make, execute and deliver any mortgage deed whether with or without covenants and warranties, in respect of any lands devised to me by the late Ethel Gerard to Walterboro Production Credit Association. This authority also includes the right to execute a note along with the said mortgage deed in an amount not to exceed Four Thousand ($4,000) Dollars. This authority also includes the right to assign any proceeds or payments from any Government Soil Bank Program which may be forthcoming from the said real estate, to Walterboro Production Credit Association for payment of said note and mortgage.

I the said William Donald Gerard, do hereby ratify and confirm all acts whatsoever that my said attorney shall do, or cause to be done, in or about the premises, by virtue of this power of attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 3rd day of October, 1965.

For Revocation of this Power of attorney see Book 126 at Page 489

IN THE PRESENCE OF:

/s/ Edna V. DeWitt /s/ William Donald Gerard

/s/ Kaye B. Hudson

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY comes Kaye Blackwell Hudson and makes oath that she saw the within named William Donald Gerard, sign, seal and as his act and deed deliver the within power of attorney, and that she with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this 3rd day of October, 1965.

/s/ Kaye Blackwell Hudson

/s/ Kaye B. Hudson (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA

10a
1-7-65

DEEDS

480

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That I William Donald Gerard, do hereby constitute, make and appoint Joseph W. Gerard, my true and lawful attorney for me and in my name, place and stead.

To make, execute and deliver any mortgage deed whether with or without covenants and warranties, in respect of any lands devised to me by the late Ethel Gerard to Walterboro Production Credit Association. This authority also includes the right to execute a note along with the said mortgage deed in an amount not to exceed Four Thousand ($4,000) Dollars. This authority also includes the right to assign any proceeds or payments from any Government Soil Bank Program which may be forthcoming from the said real estate, to Walterboro Production Credit Association for payment of said note and mortgage.

I the said William Donald Gerard, do hereby ratify and confirm all acts whatsoever that my said attorney shall do, or cause to be done, in or about the premises, by virtue of this power of attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 3rd day of October, 1965.

For Revocation of this Power of Attorney

IN THE PRESENCE OF:

/s/ Edna V. DeWitt /s/ William Donald Gerard

/s/ Kaye B. Hudson

See Book 126 of Page 480

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY comes Kaye Blackwell Hudson and makes oath that she saw the within named William Donald Gerard, sign, seal and as his act and deed deliver the within power of attorney, and that she with Gerald C. Snook witnessed the execution thereof.

SWORN to before me this 3rd day of October, 1965.

/s/ Kaye Blackwell Hudson

/s/ Kaye B. Hudson (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA

10 c

1-7-65

481

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

CANCELLATION OF AGREEMENT AND CONTRACT OF SALE

WHEREAS, First Federal Savings and Loan Association of Beaufort and Tennie Lee Legnon entered into an Agreement and Contract of Sale on the 10th day of August, 1962, said Contract of Sale being recorded August 11, 1962 in Deed Book 126, Page 432 in the Office of the Clerk of Court for Colleton County; and,

WHEREAS, the said Tennie Lee Legnon has since married and is now Tennie Lee Legnon Heise; and,

WHEREAS, the said First Federal Savings and Loan Association of Beaufort and Tennie Lee Legnon Heise are now desirous of terminating the above-described Contract of Sale;

Know all men by these presents that we, First Federal Savings and Loan Association of Beaufort and Tennie Lee Legnon Heise, for valuable consideration, do hereby by mutual consent relieve each party from all responsibility of that Agreement and Contract of Sale dated August 10, 1962, recorded August 11, 1962 in Deed Book 126 at Page 432 in the Office of the Clerk of Court for Colleton County, said Contract of Sale pertaining to Lot 23 of the Druid Hills Subdivision near the town of Walterboro, County of Colleton, State of South Carolina.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President, and attested by James G. Thomas, its Secretary, and its Corporate Seal to be hereto affixed this 6th day of March, 1965, and witness the Hand and Seal of the within Tennie Lee Legnon Heise this 5th day of March, 1965.

Signed, Sealed and Delivered in Presence of:

Marcia H. Smith

Mark B Boyd

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By C. Thomas

Calhoun Thomas, President

ATTEST:

James G. Thomas

James G. Thomas, Secretary

W. Clinton Crosby

W. Emmett Tobin

Recorded 3-9-1965 9a

Tennie Lee Legnon Heise (SEAL)

Tennie Lee Legnon Heise, Purchaser

DEEDS

STATE OF SOUTH CAROLINA,)
)
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Grace H. Smith, who, on oath, says that he saw the within-named First Federal Savings and Loan Association of Beaufort, by Calhoun Thomas, its President, sign the within Cancellation Agreement, and James G. Thomas, its Secretary, attest the same and the said Corporation, by said officers, seal said Cancellation Agreement, and, as its act and deed, deliver the same, and that he with Mary E. Flynn witnessed the execution thereof.

Grace H. Smith

SWORN to before me, this 8th day of March, 1965.

Myrtle B. Lipe (SEAL)
Notary Public for South Carolina

STATE OF SOUTH CAROLINA,)
)
COUNTY OF)

PERSONALLY appeared before me Elena Connelly, and made oath that he saw the within-named Tennie Lee Legnon Heise sign, seal, and, as her act and deed, deliver the within-written Cancellation Agreement; and that he with R. Ernest Edwards witnessed the execution thereof.

Elena Connelly

SWORN to before me, this 7 day of March, 1965.

R. Ernest Edwards (SEAL)
Notary Public for South Carolina

48.2 A

483

South Carolina
State Highway Department
Form No. 2090 Rev. 11/30/61

SAND CLAY PIT MATERIAL
LEASE
THIS ~~DEE~~ HAS BEEN RECORDED.

№ 11483

STATE OF SOUTH CAROLINA
County of Colleton

LEASE
Borrow and Material Pit

429, 436, 88, 193, 199,

File No. 15.363 & 15.364 FAP No. S-1884(2), S-2357(1), & C-364 Road No. 430, 419, & 437

THIS AGREEMENT made and entered into this 11 day of October, 1966, by and between Neta G. Gruber

hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, Sand Clay, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 4 feet, consisting of 1.24 acres, more or less, situated on land owned by the lessor, described as follows:

Sand Clay Pit located in uncultivated field 11,878' Rt. Sta. 154/60, Road 429.

Material to be used for Earth Type Base Course on Road 429.

Pit bounded on all sides by other lands of Lessor.

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows: ~~Pit existing~~ Pit adjacent to State Route 61. Route 61 to be used as haul road for distance as shown by description above.

TO HAVE AND TO HOLD the said right to remove such material, from said pit or pits, and the right of access thereto until ~~Completion of Road 429~~ October 11, 1968

And in consideration thereof, the Highway Department hereby covenants and agrees to pay the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such materials, ~~[illegible]~~ rents and royalties in the sum of Two Hundred ($ 200.00) Dollars [per acre], plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 60 days from date hereof ~~[illegible]~~

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the pit material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows:

Pit to be drained.

3. qam

11-3-66

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out. Where payment is to be made after material is excavated, strike out words "from date hereof".

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor; Yellow - Chief Accountant; Pink - District Engineer;

484

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) sucessors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

A. P. Smith

G. M. Garris

Neta G. Gruber
Lessor.

Witnesses as to State Highway Department:

S. C. State Highway Department

By L. E. Wiggins
Dist Engr

The State of South Carolina

County of Colleton

As to Lessor

Personally appeared before me A. P. Smith and made oath that he saw the within named Neta G. Gruber sign, seal and as her act and deed, execute the within written instrument; and that he with G. M. Garris witnessed the execution thereof.

Sworn to before me this 11th day of October, 1966

A. P. Smith

Notary Public for S. C.

The State of South Carolina

County of Charleston

As to Highway Department

Personally appeared before me R. J. Weeks, Jr. and made oath that he saw the within named L. E. Wiggins, Jr. sign, seal and as his act and deed, executethe within written instrument; and that he with J. D. Hooper witnessed the execution thereof.

Sworn to before me this 21 day of October, 1966

Notary Public for S. C.

The State of South Carolina

County of

Mortgage Release

No Mortgage

KNOW ALL MEN BY THESE PRESENTS, That I (we) _____ do for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortgage being given by _____ to _____, recorded in Mortgage Book ____ at Page ____ in office of the Clerk of Court or RMC of _____ County.

WITNESS our hand and seal this ____ day of _____, 19__

In the presence of:

_____

_____

RECORDED

I hereby certify that the within lease was filed for record in my office at _____ M o'clock on the _____ day of _____ 19__, and was immediately entered upon the proper indexes and duly recorded in Book _____ of Deeds, page _____

Clerk of Court of Common Pleas and General Sessions for _____ County, S. C.

RECEIVED OCT 11 1966 DISTRICT NO. 6 S. C. STATE HIGHWAY DEPT.

RECEIVED 1966 DISTRICT No. 6 S. C. STATE HIGHWAY DEPT.

Note: If execution of mortgage release not desired, make payable to property owner and mortgagee. If there is no mortgage on property write "none". If this lease is not recorded write "not recorded" in space above.

485

State of South Carolina) Cancellation of Lease
Counties of Colleton and Beaufort)

Whereas, the South Carolina Wildlife Resources Department, Division of Commercial Fisheries, executed an oyster lease, Lease No. 171, to Ashe Island Seafood Company, Inc., of Johns Island, South Carolina, and

Whereas, the said lease is recorded in the office of the Clerk of Court, for Colleton County in Book 126, at page 454, and is recorded in the office of the Clerk of Court for Beaufort County in Book L-6, at page 195, and

Whereas, 1962 South Carolina Code of Laws, Section 28 — 819, provides for the cancellation of oyster leases issued by the South Carolina Wildlife Resources Department, Division of Commercial Fisheries, and

Whereas, the South Carolina Wildlife Resources Commission held a hearing on Friday 11 August 1967, concerning Lease No. 171 and ordered the cancellation of Lease No. 171.

Now, therefore, it is Ordered that Lease No. 171 recorded in Book 126, at page 454, in the office of the Clerk of Court for Colleton County, shall be and is cancelled, and that Lease No. 171, recorded in Book L-6, at page 195, in the office of the Clerk of Court for Beaufort County, shall be cancelled.

South Carolina Wildlife Resources Commission

Clyde A. Eltzroth

Clyde Eltzroth, Chairman

Columbia, South Carolina
11 August 1967

Recorded Sept. 14, 1967 9 A. M.

Recorded this 14
day of Sept A. D. 19 67
in Book Page
At 9 o'clock a M.
AB Crosby
Clerk of Court, Colleton County, S. C.

DEEDS

486

485

State of South Carolina) Cancellation of Lease
County of Colleton)

Whereas, the South Carolina Wildlife Resources Department; Division of Commercial Fisheries, executed an oyster lease, Lease No. 43, to L. P. Maggioni & Co., Inc., Savannah, Georgia, and

Whereas, the said lease is recorded in the office of the Clerk of Court for Colleton County in Book 126, at page 151, and renewal rider is recorded in Book 126, at page 144, and

Whereas, 1962 S. C. Code of Laws, Section 28 — 819, provides for the cancellation of oyster leases issued by the South Carolina Wildlife Resources Department, Division of Commercial Fisheries, and

Whereas, the South Carolina Wildlife Resources Commission held a hearing on Friday 11 August 1967, concerning Lease No. 43 and ordered the cancellation of Lease No. 43.

Now, therefore, it is Ordered that Lease No. 43, recorded in Book 126, at page 151 and 144, in the office of the Clerk of Court for Colleton County, shall be and is cancelled.

SOUTH CAROLINA WILDLIFE RESOURCES COMMISSION

Clyde Eltzroth

Clyde Eltzroth, Chairman

Columbia, South Carolina
11 August 1967

Recorded Sept. 14, 1967 9 A. M.

488

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

REVOCATION OF SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That I, William Donald Gerard, do hereby revoke, cancel, and rescind that Special Power of Attorney issued to Joseph W. Gerard by Special Power of Attorn dated 3 October 1964.

I do hereby revoke, cancel and rescind all powers granted to Joseph W. Gerard under my Special Power of Attorney to him dated 3 October 1964.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28th day of August 1968.

IN THE PRESENCE OF:

Auburn J. Bridge Rosamae B. Nettles William Donald Gerard

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me Auburn J. Bridge, who being duly sworn says that he saw the within named William Donald Gerard, sign, seal and as his act and deed, execute the foregoing Revocation of Special Power of Attorney, and that he with Rosamae B. Nettles witnessed the execution thereof.

SWORN to before me this 28th day of August 1968. Auburn J. Bridge

Rosame B. Nettles, Notary Public for South Carolina (L.S.)
My Commission expires 1 January 1971.

Recorded August 29, 1968 3 P. M.

BOOK 126

491

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

AGREEMENT AND ASSIGNMENT OF INTEREST IN CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That we, William G. Strickland and Raymond L. Summey, of Walterboro, South Carolina, for and in consideration of Twenty-one Hundred Thirty-six and 50/100 ($2136.50) Dollars to us paid by Councile F. Smith, the receipt whereof is hereby acknowledged, do hereby assign, transfer and set over and forever relinquish any claim unto the said Councile F. Smith all our right, title and interest in and to that certain Agreement and Contract of Sale with the First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, dated May 11, 1959, and recorded in the Office of the Clerk of Court for Colleton County in Deed Book 126, Page 3.

IN WITNESS WHEREOF, we, William G. Strickland and Raymond L. Summey, have hereunto set our hands and seals this 17th day of June, 1969.

IN THE PRESENCE OF:

Marguerite S. Kinard
Osborne R. Rhodes

William G. Strickland (SEAL)
William G. Strickland

Raymond L. Summey (SEAL)
Raymond L. Summey

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me Marguerite S. Kinard who, being duly sworn says that she saw the within named William G. Strickland and Raymond L. Summey sign, seal and as their act and deed, deliver the within written agreement, and assignment of interest of Contract; and that she with Osborne R. Rhodes witnessed the execution thereof.

Marguerite S. Kinard

SWORN to before me this 17th day of June, 1969.

Osborne R. Rhodes (L.S.)
Notary Public for South Carolina
My commission expires 1-1-71

6-18-69
10 am

DEEDS

492

493

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

I, Charles M. Shark, for and in consideration of the sum of Ten and 00/100 ($10.00) Dollars to me in hand paid, receipt whereof is hereby acknowledged, do hereby transfer, assign, and set over to Mary Claire H. Stone, her heirs and assigns, all my right, title and interest in and to:

The foregoing Agreement and Contract of Sale between First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, and Charles M.Shark, dated 29 September 1961, recorded in Book 126 at page 251, Records of Colleton County, S. C., covering Lot 23 of Civic Center Subdivision in the City of Walterboro, County of Colleton, State of South Carolina.

IN WITNESS WHEREOF I have hereunto set my Hand and Seal this 18th day of September, 1970.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

Charles M. Shark (SEAL)
Charles M. Shark

Joyce P. Phillips

STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

Charles M. Shark

CONTRACT OF SALE

I hereby certify that the within Contract has been recorded this 30 day of Sept A.D. 1961, recorded in my office in Book 126 of ——— Page 251

Clerk of the Court of Common Pleas and General Sessions for Colleton County.

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me Joyce P. Phillips and made oath that she saw the within named Charles M. Shark sign, seal and, as his act and deed, deliver the within written instrument, and that she with W.J.McLeod, Jr. witnessed the execution thereof.

Joyce P. Phillips

SWORN to before me this
18th day of September, 1970

W.J.McLeod, Jr. (SEAL)
Notary Public for South Carolina

My commission expires: 1/1/71

Recorded this 21
day of Sept A.D. 1970
In Book ——— Page ———
At 11 o'clock A M.

Emily H Braggett
Clerk of Court, Colleton County, S. C.

494

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STATE OF SOUTH CAROLINA)
) ASSIGNMENT
COUNTY OF COLLETON)

FOR VALUABLE CONSIDERATION, the receipt whereof, is hereby acknowledged, We, Woodrow H. Wilson and Ann N. Wilson, do hereby transfer, set over and assign all our right, title and interest, in and to that certain Contract of Sale between Woodrow H. Wilson and Ann N. Wilson and First Federal Savings and Loan Association of Beaufort, dated 22 February 1961, recorded in the Office of the Clerk of Court for Colleton County in Book 126, at page 189, to C.E. Craven, Jr. and James W. Kinard, their heirs and assigns.

WITNESS our hands and seals this 23rd day of June, 1966.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Janeal Steltzer

Woodrow H. Wilson
Woodrow H. Wilson

Ann N. Wilson
Ann N. Wilson

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF COLLETON)

PERSONALLY appeared before me this Janeal Steltzer and made oath that she saw the within named Woodrow H. Wilson and Ann N. Wilson, sign, seal and as their act and deed deliver the within written Assignment, and that she with Thomas M. Howell, Jr., witnessed the execution thereof.

SWORN to before me this
23rd day of June 1966.

Janeal Steltzer

(SEAL)
Notary Public for South Carolina

Recorded June 2, 1972
12

496.