STATE OF SOUTH CAROLINA)
) LEASE
COUNTY OF COLLETON)

THIS INDENTURE, made the 19th day of February 1963, Witnesseth that I, Ines Hudson Snipes, do hereby lease unto Harry B. Hiers, his heirs and assigns that certain tract of land situate, lying and being in Colleton County, South Carolina, near the Town of Ruffin, and bounded and described as follows:

All that tract of land situate in Tabor School District, Colleton County, South Carolina, together with all buildings and improvements thereon, containing One Hundred Ninety-five (195) acres, more or less, and bounded now or formerly as follows: North and Northwest by lands of H. W. Hudson, Robert Hudson, Etta Beach and Lee Hudson; East by County road and lands of J. W. Williams and Breland; South and Southeast by lands of B. R. Ulmer and lands of J. E. Hudson; and West by lands of H. Caldwell, the said tract being more particularly described by a plat prepared by J. N. Frank, Surveyor, dated 31 July 1933.

TO HOLD for a term of three (3) years from the nineteenth day of January 1963 to the eighteenth day of January 1966.

And I, the Lessee above named, promise to pay for the rent of said premises the sum of Six Hundred and No/100 ($600.00) Dollars per year, this amount to be paid montaly ($50.00 per month) on the nineteenth day of each month for the month preceeding, and to quit and deliver up the same to the Lessor, or her Attorney, peaceable and quietly at the end of the term in as good condition reasonable use thereof, fire and other unavoidable casualties excepted, as they are now, and not to make or suffer any waste thereof.

It is a condition of this agreement, that the Lessee above named, Harry B. Hiers, is to have full and final control of the above described tract of land including hunting rights, etc.

IT IS EXPRESSLY AGREED, that if there is default in the payment of the rent above stipulated for fifteen (15) days after the same is due, the said Ines Hudson Snipes, her Attorney or Agent, shall have the right to re-enter and re-possess the said premises and to expel and remove therefrom the said Harry B. Hiers or any other person occupying the same.

IN WITNESS WHEREOF, the said parties have hereunto interchangeably set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

As to Lessor:

s/Mrs. Elizabeth M. Beckham
s/William A. Smith

s/Ines Hudson Snipes
Ines Hudson Snipes, Lessor

As to Lessee:

s/Keith M. Kinard
s/Jane C. Hiers

s/Harry B. Hiers
Harry B. Hiers, Lessee

LAW OFFICE OF
KEITH M. KINARD
WALTERBORO, S. C.

DEEDS

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

PERSONALLY appeared before me William A. Smith and made oath that he saw the within named Ines Hudson Snipes sign, seal and as her act and deed, deliver the within written Lease and that he with Vera Elizabeth M. Beckham witnessed the execution thereof.

SWORN to and Subscribed

before me this 20 day of February 1963.

William A. Smith

A. E. Beckham
Notary Public for South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me Janie C. Hill and made oath that she saw the within named Harry B. Hiers sign, seal and as his act and deed, deliver the within written Lease and that she with Keith M. Kinard witnessed the execution thereof.

SWORN to and Subscribed before

me this 19th day of February 1963.

Janie C. Hill

Keith M. Kinard
Notary Public for South Carolina

LAW OFFICE OF
KEITH M. KINARD
WALTERBORO, S. C.

DEEDS

BOOK 133

AGREEMENT NOT TO ENCUMBER OR TRANSFER PROPERTY

As an inducement to STEVENSON, EMMERMAN & CO., of NORTH CHARLESTON, SOUTH CAROLINA (hereinafter called The Company) to grant credit to the undersigned under a promissory note for the sum of $ 3079.80 dated FEBRUARY 21, 1963 and payable to The Company, or to purchase from (hereinafter called "Dealer") a promissory note of the undersigned for the sum of $ dated and payable to Dealer, and in consideration thereof, the undersigned (hereinafter called ("Borrowers"), jointly and severally, agree that until said note and any renewal or renewal thereof and also any and all other indebtedness of the Borrowers, or either of them, to The Company, whether joint or several, heretofore or hereafter incurred and without regard to the nature thereof, shall have been paid in full or until 31 years following the death of the last survivor of the undersigned, whichever shall occur first, (a) Borrowers will pay all taxes, assessments, dues and charges of every kind, imposed or levied, or which may be imposed or levied upon their real and personal property prior to the time when any of such taxes, assessments, dues or charges shall become delinquent, and (b) Borrowers will not, without the consent in writing of The Company first had and obtained, (1) create or permit any lien or other encumbrances (other than presently existing liens and liens securing the payment of loans and advances made to them by The Company) to exist on the following described real property, or (2) transfer, sell, hypothecate, assign or in any matter whatever dispose of the following described real property, situated in the County of Colleton State of South Carolina.

For Satisfaction See This Book Page 451

All that certain piece, parcel or lot of land, with all buildings and improvements, thereon, in the Town of Walterboro, County of Colleton, State of South Carolina, measuring and bounding as follows: On the Northwest one hundred, seventy-six (176) feet on a driveway owned by D. Clyde Smith, separating it from lands of Ray Beach; on the Northeast eighty-two and seven-tenths (82.7) feet on lands of D. Clyde Smith; on the Southeast one hundred, seventy-three and eight-tenths (173.8) feet on lands of Agnes Glover and others; and on the Southwest seventy-five and three-tenths (75.3) feet on Carn Street, as reference to a plat thereof prepared by Harry M. Fripp, Surveyor, of date, 15 November 19.. will more fully show.

This being a portion of the lands conveyed to D. Clyde Smith by deed of Reaux F. Padgett, et al, dated 19 November 1945, recorded in the Office of the Clerk of Court for Colleton County in Deed Book 91 at Page 318.

For Satisfaction See This Book Page 451 9 am Feb 25 Recorded 1963

It is further agreed and understood that if default be made in the performance of any of the terms hereof, or of any instrument executed by Borrowers in connection herewith, or in the payment of any indebtedness or obligation of Borrowers now or hereafter owing to The Company, The Company may, at its election, in addition to all other remedies and rights which it may have by law, declare the entire remaining unpaid principal and interest of any such obligation or indebtedness then remaining unpaid to The Company due and payable forthwith.

It is further agreed and understood that The Company may, in its discretion, and is hereby authorized and permitted by Borrowers to cause this instrument to be recorded at such time and in such places as The Company may, in its discretion, elect.

Louis E. Williams Witness — x D. Clyde Smith

Witness — x Mary M. Smith

Dated at: Charleston, S.C.

This 21st day of February 19 63

State of South Carolina

County of Charleston

Personally appeared before me Louis E. Williams who, after being duly sworn, says that he saw the within named D. Clyde & Mary M. Smith sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Elizabeth H. Edwards witnessed the execution thereof.

Subscribed and sworn to before me this 21st day of February 19 63

Richard S. Wertheimer — Louis E. Williams

Notary public, State of South Carolina
(My Commission expires at the will of the Governor)

DEEDS

BOOK 133

3

AGREEMENT NOT TO ENCUMBER OR TRANSFER PROPERTY

As an inducement to STEVENSON, ZIMMERMAN & CO., of NORTH CHARLESTON, SOUTH CAROLINA (hereinafter called "The Company") to grant credit to the undersigned under a promissory note for the sum of $ 3029.80 dated FEBRUARY 21, 1963 and payable to The Company, or to purchase from (hereinafter called "Dealer") a promissory note of the undersigned for the sum of $ dated and payable to Dealer, and in consideration thereof, the undersigned (hereinafter called ("Borrowers"), jointly and severally, agree that until said note and any extension or renewal thereof and also any and all other indebtedness of the Borrowers, or either of them, to The Company, whether joint or several, heretofore or hereafter incurred and without regard to the nature thereof, shall have been paid in full or until 20 years following the death of the last survivor of the undersigned, whichever shall occur first, (a) Borrowers will pay all taxes, assessments, dues and charges of every kind, imposed or levied, or which may be imposed or levied upon their real and personal property prior to the time when any of such taxes, assessments, dues or charges shall become delinquent, and (b) Borrowers will not, without the consent in writing of The Company first had and obtained, (1) create or permit any lien or other encumbrances (other than presently existing liens and liens securing the payment of loans and advances made to them by The Company) to exist on the following described real property, or (2) transfer, sell, hypothecate, assign or in any matter whatever dispose of the following described real property, situated in the County of Colleton State of South Carolina.

For Satisfaction See This Book Page 451

All that certain piece, parcel or lot of land, with all buildings and improvements, thereon, in the Town of Walterboro, County of Colleton, State of South Carolina, measuring and bounding as follows: On the Northwest one hundred, seventy-six (176) feet on a driveway owned by D. Clyde Smith, separating it from lands of Ray Beach; on the Northeast eighty-two and seven-tenths (82.7) feet on lands of D. Clyde Smith; on the Southeast one hundred, seventy-three and eight-tenths (173.8) feet on lands of Agnes Glover and others; and on the Southwest seventy-five and three-tenths (75.3) feet on Carn Street, as reference to a plat thereof prepared by Harry M. Fripp, Surveyor, of date, 15 November 19[illegible], will more fully show.

This being a portion of the lands conveyed to D. Clyde Smith by deed of Reaux F. Padgett, et al, dated 19 November 1945, recorded in the Office of the Clerk of Court for Colleton County in Deed Book 91 at Page 318.

For Satisfaction See This Book Page 451 9 am Feb 25 1963 Recorded

It is further agreed and understood that if default be made in the performance of any of the terms hereof, or of any instrument executed by Borrowers in connection herewith, or in the payment of any indebtedness or obligation of Borrowers now or hereafter owing to The Company, The Company may, at its election, in addition to all other remedies and rights which it may have by law, declare the entire remaining unpaid principal and interest of any such obligation or indebtedness, then remaining unpaid to The Company due and payable forthwith.

It is further agreed and understood that The Company may, in its discretion, and is hereby authorized and permitted by Borrowers to cause this instrument to be recorded at such time and in such places as The Company may, in its discretion, elect.

Louis E. Williams Witness

x D. Clyde Smith

Witness

x Mary M. Smith

Dated at: Charleston, S.C.

This 21st day of February 19 63

State of South Carolina

County of Charleston

Personally appeared before me Louis E. Williams who, after being duly sworn, says that he saw the within named D. Clyde & Mary M. Smith sign, seal and as their act and deed deliver the within written instrument of writing, and that deponent with Elizabeth H. Edwards witnessed the execution thereof.

Subscribed and sworn to before me this

21st day of February 19 63

Richard S. Westbrook

Notary public, State of South Carolina

(My Commission expires at the will of the Governor)

Louis E. Williams

DEEDS

4

BOOK 133

5

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 Austin Ruger, Jr., 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 the Town of Walterboro, Colleton County, South Carolina, shown and designated as Lot No. Forty-seven (47), Block A on a subdivision plat prepared for C. E. Craven, Jr. and John H. Peurifoy by David Richardson, Surveyor, of date June 1956, recorded in Plat Book 9, page 105, bounded and measuring as follows: On the North by lands of C. E. Craven, Jr. and John H. Peurifoy and measuring thereon twenty (20) feet; on the East by Lot #46, Block "A", on said plat and measuring thereon one hundred thirty (130) feet; on the South by Springwood Drive and measuring thereon seventy-four (74) feet; and on the West by Lot #1, Block "A", on said plat and measuring thereon one hundred thirty-five (135) feet.

Being the same property conveyed to First Federal Savings and Loan Association of Beaufort by Deed of Roxanna Bethea dated October 30, 1962, and recorded in Deed Book 131, page 420, Office of the Clerk of Court for Colleton County, South Carolina.

3-1-1963
9a

DEEDS

5A.

5B

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 Four Thousand Two Hundred and No/100 ---------- ---------- ($ 4,200.00) 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 Three Thousand Nine Hundred and No/100 ------ ---------- ($ 3,900.00) 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 Austin Ruger, Jr. (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-three and No/100 ------ ---------- ($ 33.00) Dollars each, commencing on the first day of April, 19 63, 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

35C

2

[illegible]

50

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 18th day of February, 1963, and witness the Hand and Seal of the within Austin Ruger, Jr.

this 18th day of February, 1963

Signed, Sealed and Delivered in Presence of:

Sylvia T. Lillian

Myrtle B. Epps

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas

CALHOUN THOMAS, *President.*

ATTEST:

S. D. Bennett

~~James G. Thomas, Manager.~~ Treasurer

Joseph W. Mullen

Norma S. Miley

Austin Ruger, Jr. (SEAL)

Austin Ruger, Jr., *Purchaser.*

(SEAL)

Purchaser.

5F

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 repairs 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 that shall be against the said premises, or should any monthly payment and/or monthly amounts necessary to pay taxes and insurance be not paid when due and owing for a period of fifteen (15) days, the said Association shall, at its option, be discharged and released of 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 thereunder, 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 prefers so to do, the said Association may retain 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, Nice Federal Savings and Loan Association of Hand or his successor have powers to be executed in a manner by Clifton Thomas, its President, and attested by James E. Thomas, its Secretary, and its Corporate Seal to be hereto affixed, this 15th day of February, 1973.

and Seal of the within [illegible]

this 15th day of February, 1973.

Signed, Sealed and Delivered in Presence of:

[illegible]

NICE FEDERAL SAVINGS & LOAN ASSOCIATION
[illegible]

ATTEST:

[illegible]

[illegible]

[illegible]

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STATE OF SOUTH CAROLINA,
COUNTY OF BEAUFORT

PERSONALLY appeared before me Sylvia H. Killian 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 S. D. Bowers, Jr. Treas. 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.

Sylvia H. Killian

SWORN to before me, this 18th day of February, 19 63

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

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

PERSONALLY appeared before me James W. Sharpe and made oath that he saw the within-named Austin Ruger, Jr. sign, seal, and, as his act and deed, deliver the within-written Sales Contract; and that he with Norma S. Riley witnessed the execution thereof.

James W. Sharpe

SWORN to before me, this 18th day of February, 19 63

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

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

I, James W. Sharpe, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. the wife of the within-named Austin Ruger, 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 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 18th day of February, A. D. 19 63

Hattie of Richer Ruger (SEAL)

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

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

AUSTIN RUGER, JR.

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

6

7

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 JOHN BROWN, of 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, together with the buildings thereon or to be placed thereon, situate in Hendersonville School District, County of Colleton and State of South Carolina, having the following measurements and boundaries, to-wit: Measuring on the Northern line One Hundred Thirty-nine (139) feet, and bounded on the North by lands of Leon Litchfield; measuring on the Eastern line One Hundred Fifty-three (153) feet, and bounded on the East by Public Road separating it from lands of Leon Litchfield; measuring on the Southern line One Hundred Nine (109) feet, and bounded on the South by a street Twenty (20) feet wide; and measuring on the Western line One Hundred Fifty (150) feet, and bounded on the West by Lot No. 2, now or formerly owned by Leon Litchfield.

Said Lot herein conveyed being Lot No. 1 on a Plat made for Leon Litchfield by Harry M. Fripp, Registered Land Surveyor, of date January 12, 1948, recorded 22 March 1948 in the Office of the Clerk of Court for Colleton County, South Carolina, in Plat Book 6 at Page 3.

Being the same lot conveyed to Frank Brown by Leon Litchfield by Deed dated December 10, 1951, recorded December 15, 1951, in the Office of the Clerk of Court for Colleton County, South Carolina, in Book 108, Page 118; and conveyed by O. H. Rhodes, Probate Judge, Colleton County, South Carolina, to The First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, by Deed dated January 8, 1963.

3-1-1963
9 am

DEEDS

7A

7B

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 ----Fifteen Hundred and No/100 ---------- ($ 1,500.00) 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 Three Hundred Fifty and No/100 ---------- ($ 1,350.00) 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 JOHN BROWN (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 Fifteen and No/100 ---------- ($ 15.00) Dollars each, commencing on the first day of March, 19 63, 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 50/100 ---------- ($ 3.50) 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 lot owner
named and for the price of

---Fifteen Hundred and 00/100 ----------

---------- ($ 1,500.00) Dollars

to be paid in the manner following, viz., the sum of

----- One Hundred Fifty and 00/100 ----------

---------- ($ 150.00) Dollars

being hereby paid (the receipt thereof being acknowledged by the Association) upon the payment and Association on
of the further sum of

------ One Thousand Three Hundred Fifty and 00/100 ----------

---------- ($ 1,350.00) Dollars

with interest from date at the rate of six (6%) per cent per annum until paid in full, payable [illegible] the above
set forth, the said Association covenants and agrees [illegible] and in consideration and subject [illegible] the above
described and premises unto the said

[illegible]

Three (3) [illegible] residents, admitted to [illegible] property [illegible]
matters, are then [illegible]. The said [illegible]

020 Big Street, [illegible] Ocean City [illegible] Zip/Area [illegible]

---------- ($ 18.00)

such commencing on the [illegible] day of [illegible] ($ [illegible])
until the principal and interest are fully paid. Upon [illegible] interest [illegible]
per annum. The said monthly payments shall be applied [illegible] to the payment of interest [illegible]
and Charges of the company [illegible] monthly [illegible] the [illegible] and [illegible]
more or less from time to time [illegible] the property placed to secure the Charge of Sale [illegible]
thereof. All [illegible] of [illegible] and [illegible] the said [illegible] and [illegible]
payment to [illegible] of that date [illegible] the said [illegible] and [illegible]
principal and interest, taxes and insurance, with interest [illegible] are paid in full.

3. All of the principal of said obligation shall [illegible] due and payable in the sum of

---------- ($ ----------) Dollars

the Association shall deliver or cause to be delivered to the Purchaser [illegible]
all encumbrances, except such as are [illegible] and the Purchaser shall [illegible]
delivery of such Deed, [illegible] and deliver to the Association [illegible]

---

property [illegible] and sum of

---------- ($ ----------) Dollars

payable [illegible] with interest thereon at the rate of [illegible] per cent per annum, until [illegible]
paid in full and Association.

4. That the Purchaser [illegible] the time [illegible]
[illegible] the said premises that will [illegible] adjacent [illegible] the same.

5. And it is agreed that the Purchaser shall pay all taxes [illegible]
premises, now due and all assessments levied by law against [illegible]

Three and 00/100 ----------

premises and will deposit monthly with the Association the additional sum amount to

---------- ($ 3.75) Dollars

which equal to one-twelfth of the annual apportionment [illegible] to pay the annual [illegible]
assessments on the premises, over and above the insurance, which amount shall be deposited by the Association and paid
for insurance as they fall due. The Association reserves the right to increase or decrease the 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 [illegible]
Agreement.

7D

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 2nd day of February, 1963, and witness the Hand and Seal of the within John Brown this 2nd day of February, 1963

Signed, Sealed and Delivered in Presence of:

/s/ Kathryn B. Nelson

/s/ S. D. Bowers, Jr.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By /s/ Calhoun Thomas
CALHOUN THOMAS, *President.*

ATTEST:

/s/ James G. Thomas
JAMES G. THOMAS, *Manager.*

Kathryn B. McCain

S D Bowers Jr

/s/ John Brown (SEAL)
John Brown *Purchaser.*

Rev John B. Brown (SEAL)
Purchaser.

DEEDS

7E

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 herein/above 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 payments 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 released 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 land lord. 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, The First Federal Savings and Loan Association of Brooklyn 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 28th day of February, 1961, and affix the Hand and Seal of its within Vice President

this 2nd day of February, 1961

Signed, Sealed and Delivered in Presence of:

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

By

ATTEST:

(SEAL)

(SEAL)

BOOK 133

7F

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 Henegar, its Secretary, 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 S. D. Bowers, Jr., witnessed the execution thereof.

Kathryn B. Nelson
Kathryn B. Nelson

SWORN to before me, this 2nd day of February, 1963

Felix B. Greene, Jr. (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF BEAUFORT

PERSONALLY appeared before me Kathryn B. Nelson, and made oath that she saw the within-named John Brown sign, seal, and, as his act and deed, deliver the within-written Sales Contract; and that she with S. D. Bowers, Jr., witnessed the execution thereof.

Kathryn B. Nelson
Kathryn B. Nelson

SWORN to before me, this 2nd day of February, 1963

Felix B. Greene, Jr. (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF BEAUFORT

I, Felix B. Greene, Jr., a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Mabel Brown the wife of the within-named John Brown, 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 February, A. D. 1963

Mabel Brown (SEAL)
Mabel Brown

Felix B. Greene, Jr. (SEAL)
Notary Public for South Carolina.

DEEDS

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

JOHN BROWN

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.

8

BOOK 133

RIGHT OF WAY AGREEMENT FOR GAS LINE

STATE OF SOUTH CAROLINA)
COUNTY OF Colleton

KNOW ALL MEN BY THESE PRESENTS: That Mrs. Edith D. Witsell, by: John M. Witsell hereinafter called Grantor, of County and State aforesaid, for and in consideration of - - - - - - - One & No/100 - - - - - - - ($1.00) Dollars, cash in hand paid, receipt of which is hereby acknowledged, do hereby grant and convey a right of way unto the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a corporation organized and existing by virtue of the laws of the State of South Carolina, its successors and assigns, hereinafter called Company, together with the right to lay, construct, operate, maintain, inspect, repair, replace or change the size of, and remove a pipe line, in whole, or in part, for the transportation of gas, or any of its products, and other substances, and such other equipment and appurtenances as may be necessary or incidental for such operations, the route of the gas line to be as follows:-

Approximately four (4) feet north of the southern margin of a drive way running easterly from Jefferies Boulevard north of Washington street and is more clearly shown on South Carolina Electric and Gas Company Drawing No. A-3-57A, with service taps extending therefrom.

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

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof including the right of ingress and egress to and from said lines.

~~TO HAVE AND TO HOLD~~ the same to the said South Carolina Electric & Gas Company, its successors and assigns, forever.

IN WITNESS WHEREOF, I have hereto set my hand and seal, this the 22 day of February, 1963.

Witness:
Johnny Drawdy
E. A. Whitlock

Mrs Edith D. Witsell
By John M. Witsell (L.S.)
(L.S.)
(L.S.)
(L.S.)
(L.S.)
(L.S.)

STATE OF SOUTH CAROLINA)
COUNTY OF Colleton) SS

Personally appeared before me C. A. Witsell and made oath that he saw the within named Edith D. Witsell by John M. Witsell 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 Johnnie Drawdy in the presence of each other, witnessed the due execution thereof.

E. A. Whitlock

Sworn to before me this 22 day of February, 1963.

Notary Public for South Carolina

90
3-1-63

DEEDS

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

JOHN BROWN

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.

8

RIGHT OF WAY AGREEMENT FOR GAS LINE

STATE OF SOUTH CAROLINA)
COUNTY OF Colleton)

KNOW ALL MEN BY THESE PRESENTS: That Mrs. Edith D. Witsell, by: John M. Witsell hereinafter called Grantor, of County and State aforesaid, for and in consideration of - - - - - - - One & No/100 - - - - - - - ($1.00) Dollars, cash in hand paid, receipt of which is hereby acknowledged, do hereby grant and convey a right of way unto the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a corporation organized and existing by virtue of the laws of the State of South Carolina, its successors and assigns, hereinafter called Company, together with the right to lay, construct, operate, maintain, inspect, repair, replace or change the size of, and remove a pipe line, in whole, or in part, for the transportation of gas, or any of its products, and other substances, and such other equipment and appurtenances as may be necessary or incidental for such operations, the route of the gas line to be as follows:-

Approximately four (4) feet north of the southern margin of a drive way running easterly from Jefferies Boulevard north of Washington street and is more clearly shown on South Carolina Electric and Gas Company Drawing No. A-2-574, with service taps extending therefrom.

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

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof including the right of ingress and egress to and from said lines.

~~TO HAVE AND TO HOLD~~ the same to the said South Carolina Electric & Gas Company, its successors and assigns, forever.

IN WITNESS WHEREOF, I have hereto set my hand and seal, this the 22nd day of February, 1963.

Witness:

Johnny Drawdy

E. H. Whitener

Mrs Edith D. Witsell
By John M. Witsell (L.S.)

(L.S.)

(L.S.)

(L.S.)

(L.S.)

(L.S.)

STATE OF SOUTH CAROLINA)
COUNTY OF Colleton) SS

Personally appeared before me C. A. Witsell and made oath that he saw the within named Edith D. Witsell by John M. Witsell 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 Johnnie Drawdy in the presence of each other, witnessed the due execution thereof.

E. H. Whitener

Sworn to before me this 22 day of February, 1963.

Notary Public for South Carolina

90

3-1-63

DEEDS

10

RIGHT OF WAY AGREEMENT FOR GAS LINE

STATE OF SOUTH CAROLINA)
COUNTY OF Colleton)

The Press & Standard, Inc. by: W.W.Smoak,Jr. Pres. & Treas, Mildred F.Smoak, Secretary

KNOW ALL MEN BY THESE PRESENTS: That _____ hereinafter called Grantor, of County and State aforesaid, for and in consideration of - - - - - - - One & No/100 - - - - - - - ($1.00) Dollars, cash in hand paid, receipt of which is hereby acknowledged, do hereby grant and convey a right of way unto the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a corporation organized and existing by virtue of the laws of the State of South Carolina, its successors and assigns, hereinafter called Company, together with the right to lay, construct, operate, maintain, inspect, repair, replace or change the size of, and remove a pipe line, in whole, or in part, for the transportation of gas, or any of its products, and other substances, and such other equipment and appurtenances as may be necessary or incidental for such operations, the route of the gas line to be as follows:-

Approximately four (4) feet north of the southern margin of a drive way running easterly from Jefferies Boulevard north of Washington street and is more clearly shown on South Carolina Electric and Gas Company Drawing No. A-2-574, with service taps extending therefrom.

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

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof including the right of ingress and egress to and from said lines.

TO HAVE AND TO HOLD the same to the said South Carolina Electric & Gas Company, its successors and assigns, forever.

IN WITNESS WHEREOF, We have hereto set our hands and seals, this the 22nd day of February, 1963.

Witness:

Margaret D. Hulsey
Mollie L. Deas

The Press & Standard Inc. (L.S.)
by W.W. Smoak Jr. Pres & Treas
Mildred F. Smoak, Sec (L.S.)
_____ (L.S.)
_____ (L.S.)
_____ (L.S.)

STATE OF SOUTH CAROLINA)
COUNTY OF Colleton) SS

Personally appeared before me Margaret D. Hulsey and made oath that she saw the within named The Press & Standard Inc. by W.W. Smoak Jr. its President & Treasurer and Mildred F. Smoak its secretary 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 Mollie L. Deas _____ in the presence of each other, witnessed the due execution thereof.

Sworn to before me this 22nd day of February, 1963.

Margaret D. Hulsey

Notary Public for South Carolina

3-1-63

BOOK 133

RIGHT OF WAY AGREEMENT FOR GAS LINE

STATE OF SOUTH CAROLINA)
COUNTY OF Colleton

KNOW ALL MEN BY THESE PRESENTS: That L. G. Fishburne hereinafter called Grantor, of County and State aforesaid, for and in consideration of - - - - - - - One & No/100 - - - - - - - ($1.00) Dollars, cash in hand paid, receipt of which is hereby acknowledged, do hereby grant and convey a right of way unto the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a corporation organized and existing by virtue of the laws of the State of South Carolina, its successors and assigns, hereinafter called Company, together with the right to lay, construct, operate, maintain, inspect, repair, replace or change the size of, and remove a pipe line, in whole, or in part, for the transportation of gas, or any of its products, and other substances, and such other equipment and appurtenances as may be necessary or incidental for such operations, the route of the gas line to be as follows:-

Approximately four (4) feet north of the southern margin of a drive way running easterly from Jefferies Boulevard north of Washington street and is more clearly shown on South Carolina Electric and Gas Company Drawing No. A-2-574, with service taps extending therefrom.

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

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof including the right of ingress and egress to and from said lines.

TO HAVE AND TO HOLD the same to the said South Carolina Electric & Gas Company, its successors and assigns, forever.

IN WITNESS WHEREOF, I have hereto set my hand and seal, this the 22 day of February, 1963.

Witness:
Norma S. Miley
J. D. Shellito

L. G. Fishburne (L.S.)
(L.S.)
(L.S.)
(L.S.)
(L.S.)
(L.S.)

STATE OF SOUTH CAROLINA)
COUNTY OF Colleton) SS

Personally appeared before me Norma S. Miley and made oath that she saw the within named L. G. Fishburne 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 J. D. Shellito in the presence of each other, witnessed the due execution thereof.

Sworn to before me this 22 day of February, 1963

J. D. Shellito
Notary Public for South Carolina

Norma S. Miley

9 A
2-1-63

DEEDS

12

RIGHT OF WAY AGREEMENT FOR GAS LINE

STATE OF SOUTH CAROLINA)
COUNTY OF Colleton

KNOW ALL MEN BY THESE PRESENTS: That I, R.M. Jefferies hereinafter called Grantor, of County and State aforesaid, for and in consideration of - - - - - - One & No/100 - - - - - - ($1.00) Dollars, cash in hand paid, receipt of which is hereby acknowledged, do hereby grant and convey a right of way unto the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a corporation organized and existing by virtue of the laws of the State of South Carolina, its successors and assigns, hereinafter called Company, together with the right to lay, construct, operate, maintain, inspect, repair, replace or change the size of, and remove a pipe line, in whole, or in part, for the transportation of gas, or any of its products, and other substances, and such other equipment and appurtenances as may be necessary or incidental for such operations, the route of the gas line to be as follows:-

Approximately four (4) feet north of the southern margin of a drive way running easterly from Jefferies Boulevard north of Washington street and is more clearly shown on South Carolina Electric and Gas Company Drawing No. A-2-574. The pipeline should be entirely underground and any damaged paving caused by its installation should be repaired and placed in good condition. This conveyance applies only to the interest of R. M. Jefferies in said driveway.

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

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof including the right of ingress and egress to and from said lines.

TO HAVE AND TO HOLD the same to the said South Carolina Electric & Gas Company, its successors and assigns, forever.

IN WITNESS WHEREOF, I have hereto set my hand and seal, this the 23rd. day of February, 19 63.

Witness:
Mary M. Smith
Pearl Wood

R. M. Jefferies (L.S.)
(L.S.)
(L.S.)
(L.S.)
(L.S.)
(L.S.)

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON) SS

Personally appeared before me Mary M. Smith and made oath that she saw the within named R. M. Jefferies 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 (2) Pearl Wood in the presence of each other, witnessed the due execution thereof.

Sworn to before me this 23rd. day of February, 1963.

Mary M. Smith

Pearl Wood
Notary Public for South Carolina
My Commission expires at the Pleasure

3-1-63

BOOK 133

SAND CLAY PIT MATERIAL

South Carolina
State Highway Department
Form No. 2090 Rev. 7/1/60

2835 /3

THE STATE OF SOUTH CAROLINA)
County of COLLETON)

LEASE
Borrow and Material Pit

Docket No. 15.340 ~~XXXXXXX~~ FAP No. S-1884 (1) Road No. 34

THIS AGREEMENT made and entered into this 25th day of February, 1963, by and between Miss Ruth L Linder 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 1.5 acres, more or less, situated on land owned by the lessor, described as follows:

Sand Clay pit located in wooded lands approximately 26397' Lt.Sta. 0/13.5.

Bounded on all other 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 haul 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 25, 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, [XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX] 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 [XXXXXXXXXXXXXXXXXXXXXXXXXXXX], 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: To be drained

3.

Recorded 3/7/63 4 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;

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

Shirley A. Linder

Ruth L. Linder
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 Ruth L. Linder sign, seal and as her act and deed, execute the within written instrument; and that he with Shirley A. Linder witnessed the execution thereof.

Sworn to before me this 26th
day of February, 19 63

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 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 1st
day of March, 19 63

Saundra R. Conway

Julius H. White
Notary Public for S. C.
My Commission expires 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.

BOOK 133

South Carolina
State Highway Department
Form No. 2090 Rev. 11/30/61

Barrow Pit Material

15

№ 11452

THE STATE OF SOUTH CAROLINA
County of Colleton

LEASE
Borrow and Material Pit

Docket No. 15.342	~~XXXXXX~~	Road No. 346

THIS AGREEMENT made and entered into this 12 day of March, 19 63, by and between Leroy Fender reinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of uth 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, Barrow, 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 1.0 acres, more or less, situated on land owned by the lessor, described as follows:

Barrow Pit located in uncultivated field 909' Lt/ Sta. 0/00.

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: Material to be ~~xx~~ hauled through field for approximately 400' to Road 300.

TO HAVE AND TO HOLD the said right to remove such material, from said pit or pits, and the right of access thereto until March 12, 1965

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, 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 ill be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and quested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as cess 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: to be drained

3. Distribution of charges:
Docket 15.342 - 2220.130
Colleton County

Recorded 3/21/63 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. 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;

DEEDS

16

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

Leroy Fender
Lessor.

Witnesses as to State Highway Department:

Saundra R. Conway

Linda Kay Blume

S. C. State Highway Department
A. A. Muckenfuss
By L. E. Wiggins, Jr.

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 Leroy Fender sign, seal and as his act and deed, execute the within written instrument; and that he with Shirley A. Linder witnessed the execution thereof.

Sworn to before me this 12th
day of March, 19 63

A. P. Smith

J. S. Pinckney, Sr.
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 L. E. Wiggins, Jr. sign, seal and as his act and deed, executethe within written instrument; and that S he with Linda Kay Blume witnessed the execution thereof.

Sworn to before me this 12th
day of March, 19 63

Saundra R. Conway

Julian W. Thile-Seal Affixed
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 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 _____, 196___.
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.

Note: If execution of mortgage release not desired, make payment jointly 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.

South Carolina
State Highway Department
Form No. 2090 Rev. 11/30/61

Top Soil Pit Material

17

Nº 11452

THE STATE OF SOUTH CAROLINA
County of Colleton

LEASE
Borrow and Material Pit

Docket No. 15.341 XXXXXX Road No. 347 & 348

THIS AGREEMENT made and entered into this 15th day of March, 19 63, by and between Mrs. Lessie Holmes

reinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of uth 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, ____________, 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 0.93 acres, more or less, situated on land owned by the lessor, described as follows:

Top Soil Pit located in uncultivated field approximately 584' Rt. Station 11/50.

Bounded on all other 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 haul road

TO HAVE AND TO HOLD the said right to remove such material, from said pit or pits, and the right of access thereto until March 5, 1964

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, [XXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXX] 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 XXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX:

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 ll be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and quested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as cess 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:
To be drained

3.

Recorded 3/21/63 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. 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;

18

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
Shirley A. Linder

Lessie Holmes
Lessor.

Witnesses as to State Highway Department:

Saundra R. Conway
Linda Kay Blume

S. C. State Highway Department

By A. A. Muckenfuss
By: L. E. Wiggins, Jr.

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 Lessie Holmes sign, seal and as act and deed, execute the within written instrument; and that he with Shirley A. Linder witnessed the execution thereof.

Sworn to before me this 5th day of March, 19 63

A. P. Smith

G. C. Pinckney
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 S he saw the within named L. E. Wiggins, Jr. sign, seal and as his act and deed, executethe within written instrument; and that S he with Linda Kay Blume witnessed the execution thereof.

Sworn to before me this 12th day of March, 19 63.

Saundra R. Conway

Juliam W. Thicle - Seal Affixed
Notary Public for S. C. My Comm. expires 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 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 _____, 196____.

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.

Note: If execution of mortgage release not desired, make payment jointly 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.

19

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 Charlton R. Broach and Bessie Broach, 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, County of Colleton, State of South Carolina, shown and designated as Lot No. 14, Druid Hills Subdivision, on a plat thereof prepared by S. S. Snoddy, Registered Land Surveyor, dated 8 January 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 Lot No. 15 on said Plat and measuring thereon One Hundred Fifty-four (154) feet; on the East by Druid Hills Road and measuring thereon Sixty-five and seven-tenths (65.7) feet; on the Southeast by Lot No. 13 on said plat and measuring thereon One Hundred Sixty and seven-tenths (160.7) feet; and on the West by lands of Ralph Bishop and measuring thereon One Hundred Forty-two and three-tenths (142.3) feet.

Being the same property conveyed to First Federal Sa vings and Loan Association of Beaufort by Deed of Harry R. Harriott dated January 29, 1963, and recorded in Deed Book 132, page 69, Office of the Clerk of Court for Colleton County, South Carolina.

9a
3-30-63

DEEDS

A-91

3 - 34 - 63

19B

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 Four Thousand Eight Hundred and No/100 ------ ---------- ($ 4,800.00) 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 Four Thousand Five Hundred and No/100 ---------- ---------- ($ 4,500.00) 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 Charlton R. Broach and Bessie Broach

(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-eight and No/100 ----- ---------- ($ 38.00) Dollars each, commencing on the first day of May, 19 63, 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 Seven and No/100 ---------- ($ 7.00) 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

1901

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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 18th day of March, 1963, and witness the Hand and Seal of the within Charlton R. Broach and Bessie Broach this 18th day of March, 1963.

Signed, Sealed and Delivered in Presence of:

Grace C. Rogers
Laura Spivey

Bonny Hightower
Charlton Ray Broach
James W. Shell

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas
CALHOUN THOMAS, *President.*

ATTEST:

James G. Thomas
JAMES G. THOMAS, *Manager.*

Charlton R. Broach (SEAL)
Charlton R. Broach *Purchaser.*

Bessie H. Broach (SEAL)
Bessie Broach *Purchaser.*

1951

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 in substance 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 hereinbefore provided for, or shall fail to pay when due any insurance premiums, taxes, water rents or assessments, chargeable against said premises, or should any monthly payment and/or monthly amounts necessary to pay taxes and insurance be paid late and unpaid for a period of fifteen (15) days, the said Association shall, at its option, be discharged and released 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 thereunder, and the said Purchaser may be treated as a tenant holding over a lease by the mutation 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 or 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 relative to the sale, either verbal or written, and this instrument represents the entire contract of sale.

IN WITNESS WHEREOF, the Federal Savings and Loan Association of Hershey has caused these presents to be executed in its name by Gideon Thomas, its President, and attested by James C. Thomas, its Secretary, and its corporate seal to be hereto affixed this [illegible] day of [illegible], 19[illegible], and affixes the firm 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 HERSHEY

By [illegible]

ATTEST:

[illegible]

19F

STATE OF SOUTH CAROLINA,
COUNTY OF Beaufort

PERSONALLY appeared before me Grace C. Rogers, 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 Laura Spivey witnessed the execution thereof.

Grace C Rogers

SWORN to before me, this 18th day of March, 1963.

Laura Spivey (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF

PERSONALLY appeared before me James W. Sheridan, and made oath that he saw the within-named Charlton R. Broach and Bessie Broach sign, seal, and, as their act and deed, deliver the within-written Sales Contract; and that he with Boris Hurlburt witnessed the execution thereof.

James W. Sheridan

SWORN to before me, this 18th day of March, 1963.

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

STATE OF SOUTH CAROLINA,
COUNTY OF

I, James W. Sheridan, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Bessie Broach the wife of the within-named Charlton R. Broach, 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 18th day of March, A. D. 1963.

Bessie Broach (SEAL)

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

STATE OF SOUTH CAROLINA,

COUNTY OF Colleton

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

Charlton R. Broach and

Bessie Broach

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

28

BOOK 133

Case #4-90899
1t

2

TITLE TO REAL ESTATE—SOUTH CAROLINA
COUNTY OF COLLETON

Know All Men by These Presents, That

WISE HOMES, INC. OF CHARLESTON, hereinafter called "Grantors," whether one or more, in the State aforesaid, in consideration of the sum of Ten ($10.00) Dollars and other valuable consideration to them in hand paid at and before the sealing of these presents by EDWIN L. DAMREN AND WIFE, HAZEL M. DAMREN hereinafter called "Grantees," whether one or more (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 Grantees, their Heirs and Assigns, premises in ..... Township, COLLETON County, South Carolina, dscribed as follows:

All that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being on the south side of U. S. Highway 17 in Fraser School District, County of Colleton, State of South Carolina, near Jacksonboro, South Carolina, and measuring and containing in front on U. S. Highway 17, 100 feet by 150 feet on the east line, 100 feet on the south line and 150 feet on the west line, be all the said dimensions more or less.

Fronting and bounding to the north on U. S. Highway 17, to the east on other property of Bella Fraser, to the south on other property of Bella Fraser and to the West on other property of Bella Fraser. All of which more fully appears on a plat attached to and part of a deed conveying aforesaid lot to Wise Homes, Inc. of Charleston and recorded in the R. M. C. Office for Colleton County, State of South Carolina in Deed Book 125, page 391, dated Feburay 24, 1960.

This conveyance is made subject to taxes and easements of record.

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 Grantees, their Heirs, and Assigns forever.

And the said Grantors do hereby bind themselves and ~~their~~ Its successors Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantees, their Heirs and Assigns, against the Grantors and ~~their~~ Its successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS Grantors Hand ..... *and Seal* ..... *this* 17th *day of* January, 1962

Signed, Sealed and Delivered in the presence of

WISE HOMES, INC. OF CHARLESTON

BY: C. T. MORGAN, VICE PRESIDENT (Seal)

ATTEST: T. F. LANIER, ASST. SECRETARY, Treasurer (Seal)

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

Personally appeared before me Patricia H. Hybarger who on oath says that she saw the above named C. T. Morgan as Vice President and T. F. Lanier as Assistant Secretary of Wise Homes, Inc. of Charleston sign, seal and as the act and deed of the said corporation deliver the foregoing writing, and that she with Linda Lou Topping, II, witnessed the execution thereof.

SWORN to before me this
17th day of January, 1962.

January 5, 1966
Commission Expires:

Notary Public

Recorded April 20 - 1963

9a

DEEDS

22

BOOK 133

23

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

COURT OF COMMON PLEAS

To all to whom these Presents shall Come:

I, O. H. Rhodes Judge of Probate in and for the County aforesaid, SEND GREETING:

WHEREAS, J. EDWARD LOTZ

on or about the 22nd day of January in the year of our Lord nineteen hundred and sixty-three exhibited his complaint in the Court of Common Pleas, for the County aforesaid, against Joel W. Reeves, et al;

demanding judgment in relation to the ~~Realty~~ real estate of J. Edward Lotz hereinafter mentioned and described; and the cause being at issue, came on to be heard on the 7th day of May 1963, and such proceedings were had therein as resulted in a Decree of the said Court, whereby it was adjudged and decreed that the said ~~Realty~~ real estate hereinafter mentioned and described be sold by

O. H. Rhodes, Master ~~Judge of Probate~~ in and for the County aforesaid, on the terms and for the purposes mentioned in the said Decree as by reference thereto on file in said Court, will appear; ~~and the said Judge of Probate, after having duly advertised the said Realty for sale in public~~

for the sum of

Forty-Six Thousand, One Hundred Thirty ($46,130.00) ---------- Dollars, being at that price the highest bidder therefor,

NOW, THEREFORE, Know all men by these Presents, that I, O. H. Rhodes, Master ~~Judge of Probate~~, in and for the County of Colleton aforesaid, in consideration of the sum of Forty Six Thousand, One Hundred Thirty ($46,130.00) Dollars, being represented by Thirteen thousand, Three Hundred seventy-seven and 70/100 ($13,377.70) Dollars cash, and mortgage to J. Edward Lotz for Thirty-two thousand, Seven hundred fifty-two and 30/100 ($32,752.30) Dollars, as provided for in said Decree,

Recorded 5-7-63 - 12 A.M.

May 7 — 1963

DEEDS

Dollars to me paid by the said

CONFEDERATE ESTATES, INC., the receipt

whereof is hereby acknowledged, HAVE GRANTED, bargained, sold and released, and by these Presents,

DO GRANT, bargain, sell and release unto the said CONFEDERATE ESTATES, INC., ITS Successors and Assigns:

All those pieces, parcels or tracts of land, situate, lying and being near Givhans Bridge, in the County of Colleton, in the State of South Carolina, more particularly described as follows:

1. All that Piece, Parcel or tract of land, measuring and containing Eighty-four and one-half (84½) acres, more or less; Butting and Bounding: on the Northwest on lands formerly of Anderson Lumber Company, now or formerly of Dorchester Lumber Company; on the Northeast and Southwest on lands now or formerly of I. W. Reeves; and on the South on lands formerly of Joe Reeves, now or formerly of Mrs. Willis.

ALSO 2. All that piece, parcel or tract of land, measuring and containing Four hundred (400) Acres, more or less; Butting and bounding: on the Northwest on lands formerly of Anderson Lumber Company, now or formerly of Dorchester Lumber Company; on the Northwest, also, on the East, generally, and on the Northeast on lands formerly of Joe Reeves now or formerly of Mrs. Willis; on the East, also on the Edisto River; on the Southeast on lands now or formerly of Mrs. Ackerman; on the Southwest on lands formerly of Anderson Lumber Company, now or formerly of Dorchester Lumber Company, of the said Mrs. Ackerman, of Ross Reeves, of Mrs. Cary Ferguson, and on the Tract next hereinbelow described; and on the Northwest on lands formerly of Anderson Lumber Company, now or formerly of Dorchester Lumber Company. The Road from Cottageville to Givhans intersects the said tract.

SO 3. All that piece, parcel or tract of land, measuring and containing Sixty-five (65) acres, more or less; butting and bounding: on the Northeast on Tract 2, next hereinabove described; on the East, generally, on the Edisto River; on the Southwest on lands now or formerly of Mrs. Cary Ferguson; and on the Northwest on the said Road from Cottageville to Givhans.

The aforesaid three (3) tracts of land have such shape, form, marks, courses, distances, buttings and content as are delineated on a Plat thereof by C. E. DuRant, Reg. Surveyor, dated Jan. 14, 1937 from a survey made in Jan. 1927, which said Plat is recorded in Plat Book 3, page 16, Office of the Clerk of Court for Colleton County, S. C.

Less: 42.6 Acres shown on plat by J. A. Schmidt recorded in Plat Book 11 page 79, said Clerk's Office, conveyed by J. Edward Lotz to Jas.A. Schmidt by Deed recorded in Book 131, page 250.

ALSO: All that piece, parcel, or tract of land, situate, lying and being in Sheridan Township, in the County of Colleton, in the State aforesaid, measuring and containing Two hundred and twenty-five (225) Acres more or less and bounded as follows: North, by lands now or formerly of I. W. Reeves; East, by Edisto River; South by lands formerly of Joel Reeves, but now of the said Martin M. Lotz and West by lands formerly of Joel Reeves, but now of the said Martin M. Lotz and others.

Being the same property conveyed to the said B. H. Willis by J. M. Reeves, by Deed dated the 2nd day of May, 1927, and recorded in the office of the Clerk of Court for the County of Colleton in Book 57, page 653.

Fed. Stamps	$51.15
S. C. Stamps	93.00

VEC

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 CONFEDERATE ESTATES, INC., its Successors

~~heirs~~ 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 7th day of May in the year of our Lord nineteen hundred and sixty-three and in the one hundred and eighty-seventh year of the Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

O. H. Rhodes (L. S.)
Seal Affixed Judge of Probate.

B. M. Thomson, Jr.

Marguerite S. Kinard

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

PERSONALLY APPEARED B. M. Thomson, Jr.

and made oath that he saw the within named O. H. Rhodes, as Master ~~as Judge of Probate~~ for Colleton County, sign, seal and as his act and deed, deliver the within Deed; and that he, with Marguerite S. Kinard witnessed the execution thereof.

SWORN to before me, this 7th day of May 19 63

B. M. Thomson, Jr.

Marguerite S. Kinard (SEAL)
Notary Public for South Carolina.

The State of South Carolina,

COUNTY OF COLLETON

Judge of Probate

TO

TITLE TO REAL ESTATE

Filed day

of A. D. 19

and recorded in Book

Page Fee, $

Clerk of Court,

Colleton County, S. C.

Recorded this day

of 19

in Book Page

Fee, $

Auditor Colleton County, S. C.

WOLFE, EVANS & CRAWFORD CO., CHARLESTON, S. C. 17270—4-1-41

DEEDS

24

BOOK 133

Book 133

25

B3

Cancelled deed BK 147 Pg 199

TIMBER CUTTING AGREEMENT

THIS INDENTURE, made as of this 1st day of May, 1963, between WILLIAMS FURNITURE CORPORATION, party of the first part (hereinafter called "Williams"), and SOUTHERN COATINGS AND CHEMICAL COMPANY, party of the second part (hereinafter called "Southern"),

WITNESSETH:

1. That Williams, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, paid by Southern to Williams, the receipt whereof is hereby acknowledged, has granted to Southern, its successors and assigns, the license, right, privilege, and power to enter upon lands of the party of the first part located in Berkeley, Charleston, Colleton, Dillon, Florence, Marlboro, and Orangeburg Counties, South Carolina, listed and described in Exhibit A of the mortgage referred to in paragraph 3 hereof, for the purpose of conducting timber and forestry operations on said lands and cutting and removing from said lands all timber now or hereafter to be grown or growing thereon, for and during a term beginning May 1, 1963, and ending June 1, 1988, under and subject to the terms, provisions, conditions, restrictions, licenses, and limitations stated in that certain agreement in writing between the parties hereto, dated as of May 1, 1963 (hereinafter called "Timber Purchase Agreement"), and subject further to the mortgage referred to in paragraph 3 hereof.

2. Reference is hereby made to the Timber Purchase Agreement for a full and complete statement of the covenants, conditions, terms and provisions to be kept, observed and performed by Southern, and of the conditions under which the rights, powers, privileges and licenses hereby granted may be terminated, and, by such reference, all of the conditions, terms and provisions of the said Timber Purchase Agreement in any way relating or applicable to this grant are intended to be, and shall for all purposes be deemed to have been, incorporated herein as fully as though herein set forth at length.

3. Reference is hereby made to Exhibit A of a certain mortgage of even date herewith in the amount of $2,500,000 executed by party of the first part to The Equitable Life Assurance Society of the United States, and recorded or intended to be recorded simultaneously herewith in the public records of the counties aforementioned in paragraph 1 hereof, for a more particular description of the land in said counties which is subject to the Timber Purchase Agreement and this Timber Cutting Agreement. Said Exhibit A of said mort-

115-353

Filed June 7- 1963- 5 Pm

For assignment see MK Book 115- Page 353

DEEDS

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gage is incorporated herein by this reference and made a part hereof as fully as though herein set forth at length.

4. This agreement may be executed simultaneously in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESSETH WHEREOF, the parties have caused their respective corporate seals to be hereunto affixed and attested by their proper officers, as of the day and year first above written.

WILLIAMS FURNITURE CORPORATION,
Party of the first part.

By ..... *President*

Attest: ..... *Secretary*

Signed, sealed, and delivered in the presence of:

.....

.....

SOUTHERN COATINGS AND CHEMICAL COMPANY,
Party of the second part.

By ..... *President*

Attest: ..... *Secretary*

Signed, sealed, and delivered in the presence of:

.....

.....

25B

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER } SS.:

Personally appeared before me Pauline W. Lawrence, who, on oath, says that she saw the within named Williams Furniture Corporation, by Julian T. Buxton, its President, sign the within Indenture, and W. E. Covington, its Secretary, attest the same and the said corporation, by said officers, seal said Indenture, and, as its act and deed, deliver the same, and that she with J. D. Lee, Jr. witnessed the execution thereof.

Pauline W. Lawrence

Sworn to and Subscribed before me
this 7th day of June, 1963.

J. D. Lee, Jr.
Notary Public for South Carolina
(Notarial Seal)

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER } SS.:

Personally appeared before me Pauline W. Lawrence, who, on oath, says that she saw the within named Southern Coatings and Chemical Company, by T. H. Brice, its President, sign the within Indenture, and W. E. Covington, its Secretary, attest the same, and the said company, by said officers, seal said Indenture, and, as its act and deed, deliver the same, and that she with J. D. Lee, Jr. witnessed the execution thereof.

Pauline W. Lawrence

Sworn to and Subscribed before me
this 7th day of June, 1963.

J. D. Lee, Jr.
Notary Public for South Carolina
(Notarial Seal)

DEEDS

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BOOK 133

27

Form No. 23—BOND FOR TITLE
The R. L. Bryan Company, Columbia, S. C. 29203

STATE OF SOUTH CAROLINA,

COUNTY OF Colleton

KNOW ALL MEN BY THESE PRESENTS, That

I, Lola C. Baggett,

hereinafter designated as the obligor am (is or are) held and firmly bound unto Clayton L. Snook

hereinafter designated as the obligee, in the penal sum of SEVEN THOUSAND and 00/100 ($7,000.00) DOLLARS, to be paid to the said obligee, his, certain Attorneys, Executors, Administrators, Successors, or Assigns, to which payment well and truly to be made and done the obligor am (is or are) hereby bound, and each and every of his, her, its or their Heirs, Executors, Administrators, or Successors; jointly and severally, firmly by these presents.*

Signed, Sealed, Dated and Delivered at Walterboro, South Carolina

the 4th day of June, A. D. 19 63

WHEREAS, The obligor has this day agreed to sell to the said obligee the following described land in the County of Colleton, S. C., to wit All that certain piece, parcel or tract of land, together with buildings and improvements thereon, situate lying, measuring and containing ten and three-tenths (10.3) acres, located on Highway No. 64 about seven (7) miles from the Town of Walterboro, and bounded as follows: North by S.C. Highway No. 64; East by lands of M.P. Howell, Jr.; South by lands of M.P. Howell, Jr.; West by the run of Penny Creek and by other lands of Lola C. Baggett. This being a part of a subdivision made for the said Lola C. Baggett by J. H. Frank on March 6, 1960, and recorded in the office of the Clerk of Court for Colleton County in Plat Book 10 at page 210.

upon condition that the said obligee shall pay the obligor the sum of SEVEN THOUSAND and 00/100 ($7,000.00) DOLLARS in manner following, that is to say FORTY ($40.00) DOLLARS on the date of the execution of this Bond for Title and FORTY ($40.00) DOLLARS each month thereafter beginning on the first day of July, 1963, and on the first day of each month thereafter until the full amount of SEVEN THOUSAND and 00/100 ($7,000.00) DOLLARS is fully paid.

* (Conditions are continued on the sheet attached as a continuation of this instrument.)

CONDITIONS OF THIS OBLIGATION ARE: That if the obligee shall pay the said purchase money in manner and in all respects as aforesaid stipulated; and shall in the meantime pay all taxes on, and/ and comply with all terms of this agreement; assessments now or hereafter made against, said land; and the said obligor shall, on the completion of said payment or payments make, execute and deliver, or cause to be made, executed and delivered, a good and sufficient Deed of Conveyance in Fee Simple of the land above described to the said obligee with renunciation of dower, if any be required, and free of all encumbrances by way of mortgage or judgment; then this obligation is to be void and of no effect, or else remain in full force and virtue.

(Over)

1/a

6-7-63

DEEDS

27A

Continued on next page

AND IT IS EXPRESSLY AGREED, by and between the parties hereto that time is of the essence of this contract; and that in the event of the non-payment of said sum or sums of money, or any part thereof, or the interest thereon, if any shall be due, promptly at the time or times herein limited, that then the said obligor..... shall be absolutely discharged from any and all liability to make and execute such Deed; and may treat the said obligee..... as tenant holding over after the termination, or contrary to the terms of his lease; or if obligor..... prefer..... so to do he, she, it, or they may enforce the payment of the purchase money, together with fifteen.....per cent. Attorney's fees if collected by law or through an Attorney At Law, and Attorney's fees for any litigation, suit or action that may occur.

as hereinafter more particularly described,

Signed, Sealed and Delivered
in the Presence of

Edna V. DeWitt — Sola C. Baggett (L. S.)
Gerald C. Smoak — Clayton Lamar Baggett (L. S.)

STATE OF SOUTH CAROLINA,

COUNTY OF Colleton

PERSONALLY APPEARED before me Edna V. DeWitt

and made oath that he saw the within-named obligor sign, seal and as his Act and Deed deliver the foregoing bond; and that she with Gerald C. Smoak

witnessed the execution thereof.

Sworn to before me this 4th day of June A. D. 19 63

Gerald C. Smoak (L. S.)
Notary Public for South Carolina.

Edna V. DeWitt

State of South Carolina,
COUNTY OF Colleton

SOLA C. BAGGETT

TO

CLAYTON L. BAGGETT

BOND FOR TITLE

Filed and recorded the 7 day of June, 19 63 in book 133 at page 27

C. C. C. P. & G. S.

CREDITS

19 Paid $
19 Paid $
19 Paid $
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8.78

TO BE CONSIDERED A PART OF THE BOND FOR TITLE FROM IOLA C. BAGGETT TO CLAYTON L. SMOAK, EXECUTED AT WALTERBORO, SOUTH CAROLINA, ON JUNE 4, 1963.

CONDITIONS CONTINUED:

1. It is further expressly understood and agreed as a part of the consideration for this Bond for Title that the said Clayton L. Smoak shall pay all property taxes as may be assessed against this property.

2. That the said Clayton L. Smoak shall immediately upon the execution of this instrument secure insurance upon the dwelling located thereupon in the sum of not less than TWO THOUSAND and 00/100 ($2,000.00) DOLLARS and that this insurance shall be made payable to Iola C. Baggett as her interest may appear. It is further understood and agreed that the said Clayton L. Smoak shall continue this insurance in full force and effect during the entire period of this Bond for Title and that, in the event that the said Clayton L. Smoak shall fail to do so, shall fail to insure and keep insured the dwelling, that this Bond for Title shall immediately become null and void and that the said Iola C. Baggett is absolutely discharged from any and all liability to make and execute such Deed and may treat the said Clayton L. Smoak as tenants holding over after the termination or contrary to the terms of his lease.

3. That as a part of the consideration of this Bond for Title, the said Clayton L. Smoak shall pay interest at the rate of six per cent (6%), said interest to be computed from the first day of July, 1963, and thereafter on the unpaid balance remaining due on the first day of each succeeding July during the term of this Bond for Title and that such payments by reason of interest shall be in addition to the monthly payments hereinafter provided for. Interest for 1963 to be paid on or before the first day of July, 1964, and thereafter interest to be computed upon the unpaid balance due by reason of this Bond for Title on the first day of July, of each succeeding year during the term of this Bond for Title.

4. It is further expressly understood and agreed that the said Clayton L. Smoak shall have the right, upon the first day of any month during the term of this Bond for Title, to make such additional payments in denominations of not less than ONE HUNDRED AND 00/100 ($100.00) DOLLARS.

5. It is further expressly understood and agreed that in the event that the said Clayton L. Smoak shall, for any reason, fail to comply with the terms and conditions of this Bond for Title, then and in that event, all monies paid by the said party to the said Iola C. Baggett shall be forfeited and considered to be liquidated damages, and

6. Finally, it is understood and agreed that failure to make the monthly payments herein provided for shall not be considered a breach of this agreement until a period of thirty (30) days shall have expired from the date upon which the payment was due.

WITNESSED:

Edna V. Dewitt — Iola C. Baggett

Jewell C. Smoak — Clayton Lamar Smoak

DEEDS

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TO BE CONSIDERED A PART OF THE BOND FOR TITLE FROM IOLA C. BAGGETT TO CLAYTON L. BROWN, EXECUTED AT WALTERBORO, SOUTH CAROLINA, ON JUNE 4, 1963.

CONDITIONS CONTINUED:

1. It is further expressly understood and agreed as a part of the consideration for this Bond for Title that the said Clayton L. Brown shall pay all property taxes as may be assessed against this property.

2. That the said Clayton L. Brown shall immediately upon the execution of this instrument secure insurance upon the dwelling located thereupon in the sum of not less than TWO THOUSAND and 00\100 ($2,000.00) DOLLARS and that this insurance shall be made payable to Iola C. Baggett as her interest may appear. It is further understood and agreed that the said Clayton L. Brown shall continue this insurance in full force and effect during the entire period of this Bond for Title and that, in the event that the said Clayton L. Brown shall fail to do so, shall fail to insure and keep insured the dwelling, then this Bond for Title shall immediately become null and void and that the said Iola C. Baggett is absolutely disengaged from any and all liability to make and execute such Deed and may treat the said Clayton L. Brown as tenants holding over after the termination or contrary to the terms of his lease.

3. That as a part of the consideration of this Bond for Title, the said Clayton L. Brown shall pay interest at the rate of six per cent (6%), said interest to be computed from the first day of July, 1963, and thereafter on the unpaid balance remaining due on the first day of each succeeding July during the term of this Bond for Title and that such payments by reason of interest shall be in addition to the monthly payments hereinafter provided for. Interest for 1963 to be paid on or before the first day of July, 1964, and thereafter interest to be computed upon the unpaid balance due by reason of this Bond for Title on the first day of July, of each succeeding year during the term of this Bond for Title.

4. It is further expressly understood and agreed that the said Clayton L. Brown shall have the right, upon the first day of any month during the term of this Bond for Title, to make such additional payments in denominations of not less than ONE HUNDRED AND 00\100 ($100.00) DOLLARS.

5. It is further expressly understood and agreed that in the event that the said Clayton L. Brown shall, for any reason, fail to comply with the terms and conditions of this Bond for Title, then and in that event, all monies paid by the said party to the said Iola C. Baggett shall be forfeited and considered to be liquidated damages, and

6. Finally, it is understood and agreed that failure to make the monthly payments herein provided for shall not be considered a breach of this agreement until a period of thirty (30) days shall have expired from the date upon which the payment was due.

WITNESSES:

Robert L. Bates

Jerald C. Bates

John C. Bennett

Clayton L. Brown

BOOK 133

South Carolina
State Highway Department
Form No. 2090 Rev. 11/30/61

29

№ 11452

THE STATE OF SOUTH CAROLINA }
County of Colleton }

LEASE
Borrow and Material Pit

Docket No. 15.343	XXXXXX	Road No. 349

THIS AGREEMENT made and entered into this 17th day of June, 19 63, by and between Pervis D. Breland reinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of uth 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 Pit, 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 0.5 acres, more or less, situated on land owned by the lessor, described as follows:

Top Soil Pit located in uncultivated field approximately 500' Lt. Sta. 40/00. Bounded on all other 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 road.

TO HAVE AND TO HOLD the said right to remove such material, from said pit or pits, and the right of access thereto until June 17, 1964.

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, [XXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXX] 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 [XXXX XXXXXXXXXXXXXXXXXXXXXXXXXX], 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 ested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as ss thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling itions 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.

Recorded 6/24/63 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. 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;

DEEDS

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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

Pervis D. Breland
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 Pervis D. Breland sign, seal and as ____ act and deed, execute the within written instrument; and that __ he with G. M. Garris witnessed the execution thereof.

Sworn to before me this 18 day of June, 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 S he saw the within named A. A. Muckenfuss sign, seal and as his act and deed, executethe within written instrument; and that S he with Linda Kay Blume witnessed the execution thereof.

Sworn to before me this 20th day of June, 1963.

Saundra R. Conway

Julius H. Thile - Seal affixed
Notary Public for S. C. 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 and Merchants Bank 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 24th day of June, 196 3.
in the presence of:

Doreather M. Risher

Katherine Doar

FARMERS AND MERCHANTS BANK

BY: I. M. Fishburne

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.

Note: If execution of mortgage release not desired, make payment jointly 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.

$12.00 stamp

THE STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

LEASE

THIS LEASE AGREEMENT, made and entered into this 8th day of June, 1963, by and between Winston C. Pearcy, English B. Pearcy, and Arthur B. Brown, Sr., Trustees, First Party, (hereinafter called "LESSORS"); and Walterboro Auto Parts Inc., Second Party, (hereinafter called "LESSEE").

W I T N E S S E T H:

1. LESSOR does hereby rent and lease to the LESSEE the following described real estate together with the building and improvements thereon (hereinafter called premises), to wit:

All that piece, parcel, or lot of land situate lying and being in Wolfe Creek School District, Colleton County, South Carolina, and being more particularly described as follows: Bounded on the North one hundred twenty-eight and five tenths (128.5) feet by Green Ridge Road; on the East one hundred seventy-four (174) feet by S. C. Highway No. 64; on the South one hundred two (102) feet by a fifteen (15) foot driveway to be used jointly by LESSOR and LESSEE; on the West two hundred forty-eight (248) feet by a ditch separating said lot from Forest Hills Subdivision.

This lot of land being more particularly described by reference to Plat of G. E. Miley, Jr., Registered Land Surveyor dated May 23, 1963, and recorded in Plat Book _____ at Page _____ in the R. M. C. Office for Colleton County.

The LESSOR hereby grants to the LESSEE the right to use the fifteen (15) foot driveway on the Southern boundary of the above described lot jointly with the LESSOR,

for a term of ten years commencing on the first day of the month following the completion of a building which is to be constructed by the LESSORS. The said dwelling shall be constructed according to the attached specifications.

2. During the term of this lease agreement the LESSEE shall pay to the LESSOR an annual rent of three thousand ($3,000) dollars to be paid monthly at the rate of two hundred fifty ($250) dollars per month, payable on the first day of each and every month during the term of this lease;

PROVIDED, however, that the LESSEE shall pay the first year's rent, the sum of three thousand ($3,000) dollars upon the completion of the said building and the tenth year's rent of three thousand ($3,000) dollars on the first day of February, 1964. The LESSEE agrees to place three thousand ($3,000) dollars in escrow upon the execution of this lease with the cashier of the Bank Of Walterboro, Walterboro, South Carolina, to be paid to LESSORS upon completion of the said building.

Recorded July 26, 1963 10 A. M.

South Carolina Stamps affixed - $12.00

DEEDS

THE STATE OF NORTH CAROLINA)
COUNTY OF COLLETON)

LEASE

THIS LEASE AGREEMENT, made and entered into this 27th day of June, 1963, by and between Winston C. Searcy, English B. Searcy, and Arthur B. Brown, Sr., Trustees, First Party, (hereinafter called "LESSOR") and Walterboro Auto Parts Inc., Second Party, (hereinafter called "LESSEE").

W I T N E S S E T H

1. LESSOR does hereby rent and lease to the LESSEE the following described real estate together with the building and improvements thereon (hereinafter called premises), to wit:

> All that piece, parcel, or lot of land situate lying and being in Wolfe Creek School District, Colleton County, South Carolina, and being more particularly described as follows: Bounded on the North one hundred twenty-eight and five tenths (128.5) feet by Green Ridge Road; on the East one hundred seventy-four (174) feet by S. C. Highway No. 64; on the South one hundred two (102) feet by 3 fifteen (15) foot driveway to be used jointly by LESSOR and LESSEE; on the West two hundred forty-eight (248) feet by a ditch separating said lot from Forest Hills Subdivision.
>
> This lot of land being more particularly described by reference to Plat of C. R. Miley, Jr., Registered Land Surveyor dated May 23, 1963, and recorded in Plat Book _____ at Page _____ in the R. M. C. Office for Colleton County.
>
> The LESSOR hereby grants to the LESSEE the right to use the fifteen (15) foot driveway on the Southern boundary of the above described lot jointly with the LESSOR.

for a term of ten years commencing on the first day of the month following the completion of a building which is to be constructed by the LESSORS. The said building shall be constructed according to the attached specifications.

2. During the term of this lease agreement the LESSEE shall pay to the LESSOR an annual rent of three thousand ($3,000) dollars to be paid monthly at the rate of two hundred fifty ($250) dollars per month, payable on the first day of each and every month during the term of this lease;

PROVIDED, however, that the LESSEE shall pay the first year's rent, the sum of three thousand ($3,000) dollars upon the completion of the said building and the tenth year's rent of three thousand ($3,000) dollars on the first day of February, 1964. The LESSEE agrees to place three thousand ($3,000) dollars in escrow upon the execution of this lease with the cashier of the Bank of Walterboro, Walterboro, South Carolina, to be paid to LESSORS upon completion of the said building.

Recorded July 26, 1963 10 A. M.
South Carolina Stamps affixed - $12.00

3. Premises shall be used for any legal business purpose.

4. LESSEE will not make or suffer any unlawful or offensive use of the premises, or any use or occupancy thereof contrary to any law of the state or any ordinance of the city now or subsequently hereto made.

5. LESSEE shall keep in good order and repair all glass, including plate glass, and the interior of the building, and, also heating, sprinkler, water and electric fixtures in the leased premises, ordinary wear and tear excepted. LESSOR shall be responsible for maintaining in good order the roof, exterior walls, abutting sidewalks, and heating, water, sewer, electrical and sprinkler system, but not fixtures pertaining to such systems. LESSEE shall protect such systems against freezing and damage due to neglect of LESSEE, and LESSEE shall keep the abutting sidewalks free of ice and snow.

6. LESSEE shall be liable to and shall hold LESSOR harmless in respect to damage or injury to LESSEE or its employees or anyone also while on said premises if due to act of negligence of LESSEE.

7. LESSEE has the right, without the consent of LESSOR, to assign this lease for any unexpired term and with the same option to renew or any interest thereunder or to sublet premises or any part thereof, or to permit the use of premises by any party other than LESSEE and this lease shall continue in effect. LESSEE shall be responsible for performance of the covenants of this lease, notwithstanding any assignment or subletting. LESSEE shall pay any increased insurance caused by occupancy under any assignment or subletting.

8. If premises are totally destroyed (or so substantially damaged as to be untenantable) by storm, fire, earthquake or other casualty, this lease shall terminate as of the date of such destruction or damage, and rental shall be accounted for as between LESSOR and LESSEE as of that date. If premises are damaged but not rendered wholly untenantable and the damage can be fully repaired in ninety (90) days, rental shall abate in proportion as the premises have been damaged and LESSOR shall restore within said time limit, whereupon rent in full shall re-commence. Should the LESSOR fail or refuse to fully repair the premises within said ninety (90) days, LESSEE may terminate this lease agreement.

9. LESSEE may, prior to the expiration of this lease or any renewal thereof, remove all fixtures and equipment which it has placed in premises. LESSEE shall repair all damage caused by removal of machinery or fixtures.

3. Purchaser shall be used for any legal business purpose.

4. LESSEE will not make or permit any material or substantial use of the premises, or any use or occupancy thereof contrary to any law of the state or any ordinance of the city or any or authority properly posted or given.

5. LESSEE shall keep in good repair all glass, lighting, plumbing, electrical wiring, and the interior of the building, and also partitions, doors, floors and ceiling, and the interior of the leased premises, including all fixtures for mechanical or electrical and plumbing, LESSOR shall be responsible for maintaining in good order the roof, exterior walls, structural members, and heating, and heating, sewer, electrical and water systems, but not including repairs and damage due to negligence of LESSEE, or employees such damage shall be repaired forthwith at the cost and expense of LESSEE.

6. LESSEE shall keep the premises free of insects and vermin.

7. LESSEE may make alterations and improvements to the premises with the prior consent of LESSOR, to make the premises fit for the business of LESSEE.

8. LESSEE may not assign or sublet the premises or any part thereof without the written consent of LESSOR, which consent shall not be unreasonably withheld, or to do or permit to be done anything which shall be a violation of any law or ordinance or which will invalidate or increase the rate of fire insurance on the premises, or to permit the premises to be used for any purpose other than LESSEE's business as specified in paragraph 1 of this lease.

9. LESSEE shall be liable for any damage to the premises caused by LESSEE, or any of its employees, agents, or invitees, and shall make good such damage, ordinary wear and tear excepted.

10. LESSOR shall be responsible for maintaining in good order the roof, exterior walls, structural members, and heating, sewer, electrical and water systems, but not including repairs and damage due to negligence of LESSEE, which shall be made by LESSOR upon receipt of written notice from LESSEE.

11. LESSEE may install its own signs on the premises at its own expense and LESSOR shall be liable to and shall indemnify LESSEE against any damage or injury to persons or property on the premises if LESSEE is not negligent.

12. LESSEE may not assign or sublet the premises or any part thereof without the written consent of LESSOR, which consent shall not be unreasonably withheld, or to permit the premises to be used for any purpose other than LESSEE's business as specified in paragraph 1 of this lease.

13. LESSOR shall be responsible for destruction of the premises caused by LESSOR or employees, agents, or invitees, and shall make good such damage, ordinary wear and tear excepted.

14. If premises are totally destroyed by fire or other casualty, this lease shall be automatically terminated, and LESSEE shall be responsible for all damage to the premises caused by LESSEE, or employees, agents, or invitees.

15. If premises are partially destroyed by fire or other casualty, this lease shall be suspended for a period not exceeding six months, and LESSEE shall be responsible for all damage to the premises caused by LESSEE, or employees, agents, or invitees.

16. LESSOR shall be responsible for all damage caused by LESSOR, or employees, agents, or invitees.

10. LESSEE shall pay water rent for the said premises and all bills for gas, electricity, fuel, light, heat or power for premises or used by LESSEE in connection therewith.

11. LESSOR may at all reasonable times enter to view the premises, to make repairs or show premises to persons who may wish to lease or buy the same.

12. If LESSEE defaults for ten days after notice by registered mail in paying said rent or if the LESSEE shall be declared bankrupt or insolvent according to law, or shall make an assignment for the benefit of its creditors, then and in such case the LESSOR lawfully may immediately, or at any time thereafter, and without notice or demand, enter into and upon the demised premises, or any part thereof, in the name of the whole, and repossess the same and expel the LESSEE and those claiming under it and remove their effects, forcibly if necessary, without being taken or deemed to be guilty of any manner of trespass, and thereupon this demise shall absolutely terminate, but without prejudice, and remedies which might otherwise be used by the LESSOR for arrears of rent or any breach of covenants herein contained.

13. LESSOR covenants and warrants that the LESSOR has the full right and lawful authority to enter into this lease for the full term aforesaid and for all extensions, if any, herein provided, and that the premises are free and clear of all contracts, leases, liens and encumbrances of whatever nature.

14. LESSOR further covenants and warrants that if the LESSEE shall discharge the obligations herein set forth, the LESSEE shall have and enjoy, during the term hereof, quiet and undisturbed possession of the premises.

15. This lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

16. Time is of the essence of this agreement.

17. This contract shall create the relationship of landlord and tenant between LESSOR and LESSEE.

18. If the LESSEE remains in possession after expiration of the term hereof, with LESSOR'S acquiescence and without any distinct agreement of parties, LESSEE shall be a tenant at will, and there shall be no renewal of this lease by operation of law.

10. LESSEE shall pay water rent for the said premises and all bills for gas, electricity, fuel, light, heat or power for premises or used by LESSEE in connection therewith.

11. LESSOR may at all reasonable times enter to view the premises, to make repairs or show premises to persons who may wish to lease or buy the same.

12. If LESSEE defaults for ten days after notice by registered mail in paying said rent or if the LESSEE shall be declared bankrupt or insolvent according to law, or shall make an assignment for the benefit of its creditors, then and in such case the LESSOR lawfully may immediately, or at any time thereafter, and without notice or demand, enter into and upon the demised premises or any part thereof, in the name of the whole, and repossess the same and expel the LESSEE and those claiming under it and remove their effects, forcibly if necessary, without being taken or deemed to be guilty of any manner of trespass, and thereupon this demise shall absolutely terminate, but without prejudice, and remedies which rights otherwise to need by the LESSOR for arrears of rent or any breach of covenants herein contained.

13. LESSOR covenants and warrants that the LESSOR has the full right and lawful authority to enter into this lease for the full term aforesaid and for all extensions, if any, herein provided, and that the premises are free and clear of all encumbrances, liens and encumbrances of whatever nature.

14. LESSOR further covenants and warrants that if the LESSEE shall discharge the obligations herein set forth, the LESSEE shall have and enjoy, during the term hereof, quiet and undisturbed possession of the premises.

15. This lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

16. Time is of the essence of this agreement.

17. This contract shall create the relationship of landlord and tenant between LESSOR and LESSEE.

18. If the LESSEE remains in possession after expiration of the term hereof, with LESSOR's acquiescence and without any distinct agreement of parties, LESSEE shall be a tenant at will, and there shall be no renewal of this lease by operation of law.

19. At the termination of this lease, LESSEE shall surrender premises and keys thereof to LESSOR.

20. "LESSOR" as used in this lease shall include First Party, his heirs, representatives, assigns, and successors in title to premises; "LESSEE," if this lease shall be validly assigned or sublet, shall include their successors and shall include also LESSEE'S assignees and sub-lessees. "LESSEE" shall include male and female, singular and plural, corporation, partnership, or individual as may fit the particular parties.

LESSEE shall have the option to renew this lease for an additional term of ten years at a rental of three hundred ($300) dollars per month and under the same conditions, profided, LESSEE exercises such option on or before thirty (30) days prior to the expiration of this lease.

IN WITNESS WHEREOF the parties hereto have executed these presents this day and year first above written.

LESSOR:

Winston C. Pearcy

Arthur B. Brown, Sr.

English B. Pearcy

WITNESS:

Edna V. DeWitt

LESSEE: WALTERBORO AUTO PARTS, INC.

By Aline M. Williams, Vice Pres.

WITNESS:

I. A. Smoak, Jr.

19. As the consideration of this lease, LESSEE shall surrender pre-
mises and keys thereof to LESSOR.

20. "LESSOR" as used in this lease shall include First Party, his
heirs, representatives, assigns, and successors in title to premises; "LESSEE",
if this lease shall be validly assigned or sublet, shall include their suc-
cessors and shall include also LESSEE'S assignees and sub-lessees. "LESSEE"
shall include male and female, singular and plural, corporation, partnership,
or individual as may fit the particular parties.

LESSEE shall have the option to renew this lease for an additional
term of ten years at a rental of three hundred ($300) dollars per month and
under the same conditions, provided, LESSEE exercises such option on or before
thirty (30) days prior to the expiration of this lease.

IN WITNESS WHEREOF the parties hereto have executed these presents
this day and year first above written.

LESSOR:

Winston C. Pearcy

WITNESS: Arthur B. Brown, Sr.

Edna V. DeWitt Kenneth B. Pearcy

LESSEE: WAITERBORO AUTO PARTS, INC.

WITNESS: By Alton M. Williams, Vice Pres.

I. A. Smoak, Jr.

BOOK 133

36

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 DONALD B. BARRON and ELSIE T. BARRON, of Apt. 12A Old Hickory Drive, Albany 4, New York 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 about one-half (½) mile south of the Town of Walterboro, in the County of Colleton, State of South Carolina, designated as Lot No. Nine (9) of Druid Hills Subdivision on a plat thereof prepared by S. S. Snook, Registered Land Surveyor, dated November 21, 1952, recorded in the Office of the Clerk of Court for Colleton County in Plat Book 7, page 177, measuring and bounded as follows: On the North by Lot No. Eight (8) and measuring thereon three hundred twenty-three and two-tenths (323.2) feet; on the East by U. S. Highway No. 15 and measuring thereon one hundred (100) feet; on the South by Lot No. Ten (10), and measuring thereon three hundred twenty-two and five-tenths (322.5) feet; and on the West by land of Loyal Bishop and measuring thereon one hundred (100) feet, as shown on said plat.

Being the property conveyed to First Federal Savings and Loan Association of Beaufort by Deed of Dorothy K. Youmans dated April 26, 1963, recorded in Deed Book 132, page 345, Office of the Clerk of Court for Colleton County.

For assignment & agreement see Book 146 Page 127

For agreement & assignment see Book 133 Page 36.

For Agreement & Assignment see Book 146, Page 502

9a
7-26-63

DEEDS

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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 HILTON HEAD, Beaufort, South Carolina, hereinafter called "ASSOCIATION" and DONALD E. BARRON and ELSIE T. BARRON, of Apt. 12A Old Hickory Drive, Albany 4, New York 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 about one-half (½) mile south of the Town of Walterboro, in the County of Colleton, State of South Carolina, designated as Lot No. Nine (9) of Jewel Hill Subdivision on a plat thereof prepared by S. T. Snook, Registered Land Surveyor, dated November 21, 1952, recorded in the Office of the Clerk of Court for Colleton County in Plat Book T, page 177, reference being bounded as follows: On the North by Lot No. Eight (8) one measuring thereon three hundred ninety-three and two-tenths (393.2) feet; on the East by U. S. Highway No. 15 one measuring thereon one hundred (100) feet; on the South by Lot No. Ten (10), and measuring thereon three hundred ninety-two and six-tenths (392.6) feet; and on the West by land of Lewis Bishop and measuring thereon one hundred (100) feet, as shown on said plat.

Being the property conveyed to Frank Federal Savings and Loan Association of Beaufort by deed of Dorothy K. Van dated April 20, 1961, recorded in Deed Book 172, page 345, Office of the Clerk of Court for Colleton County.

The consideration paid for this Agreement is the Agreement of Association to Purchase 1.35 Acres of the Department of Conservation & Recreation Beach Park Site.

36B.

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 Four Thousand Six Hundred and No/100 ------ ---------- ($ 4,600.00) 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 Four Thousand One Hundred and No/100 ------- ---------- ($4,100.00) Dollars, with interest from date at the rate of six (6%) per cent per annum, until paid in full; subject to the recitals hereinafter set forth, the said Association covenants and agrees, and binds itself and its successors and assigns, to convey the above-decribed real-property unto the said Donald B. Barron and Elsie T. Barron, their (his) (her) (their) heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple warranty, free from encumbrances. The said principal and interest shall be payable at the offices of said Association, No. 920 Bay Street, Beaufort, South Carolina, in monthly installments of Thirty-four and No/100 ---- ---------- ($ 34.00) Dollars each, commencing on the first day of August, 1963, 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 ---------- ($ ----------) 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.

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2

4. That the said Association does hereby agree to sell and convey the aforesaid lot unto the Purchaser and for the price of **Four Thousand Six Hundred and No/100 ------**

---------- ($ 4,600.00) Dollars

with said in the manner following: The sum of **Five Hundred and No/100 ---------**

---------- ($ 500.00) Dollars

being hereby paid the receipt thereof is hereby acknowledged by the Association, upon the payment and Association of the further sum of **Four Thousand One Hundred and No/100 -------**

---------- ($ 4,100.00) Dollars

with interest from date at a rate of six (6) percent per annum payable in equal monthly installments as 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 **Donald E. Barron and Elsie I. Barron, Sheriff**

[illegible] Dollars

warranty, free from encumbrances. The said [illegible] to pay all taxes on the lot [illegible] 1 and [illegible] No

670 Bay Street Hamilton Bank Condos, in monthly installments of **Thirty-four and No/100 ----**

---------- ($ 34.00) Dollars

each, commencing on the first day of **August** [illegible] 1983 [illegible] with the principal and interest are fully paid. [illegible] per annum. The said monthly payments shall be [illegible] the payment of taxes on the said Contract of Sale, required monthly, [illegible] the payment of [illegible] more as shall from time to time be [illegible] 6% [illegible] the said principal and interest, taxes and insurance, [illegible] in paying said in full.

4. While the principal of said Contract shall have been reduced to the sum of ----------

---------- ($ ----------

the Association will deliver to the [illegible] a deed in the form [illegible] and delivery of such deed covenants and delivers [illegible] and for Mortgage [illegible] the above [illegible] property for said sum of ----------

---------- ($ ----------) Dollars

payable in such installments, with interest [illegible] 6% per annum [illegible] said in [illegible] secured by said Association.

5. [illegible] to [illegible] the [illegible] as in the said [illegible] the said [illegible] the sum

6. Said is agreed that the Purchaser [illegible] all [illegible] and [illegible] and any and all [illegible] and [illegible]

payments, and will deposit monthly with the Association a sinking fund [illegible] **Six and No/100 -----**

---------- ($ 6.00) Dollars

which is equal to one twelfth of the annual approximate [illegible] premiums on the premises, over and above the monthly [illegible] for Purchasers as they fall due. The Association reserves the right to increase or decrease the payment should the said [illegible] material change in either the taxes or insurance premiums.

6. The Association agrees to pay for the deed [illegible] to be [illegible] in connection with this Agreement.

36D.

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 25th day of July, 1963, and witness the Hand and Seal of the within Donald B. Barron and Elsie T. Barron this 22nd day of July, 1963.

Signed, Sealed and Delivered in Presence of:

Sylvia E. Killian

R. Emmett Pohager

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas

CALHOUN THOMAS, *President.*

ATTEST:

James G. Thomas

JAMES G. THOMAS, *Manager.*

John A. Wray

Elsie T. Barron (SEAL)

Elsie T. Barron *Purchaser.*

Mary Jane Beltz

Donald B. Barron (SEAL)

Donald B. Barron *Purchaser.*

James G. Thomas

DEEDS

36E

7. That the premises are leased and sold in their present state of repair. As an additional consideration for this agreement, the purchaser shall keep the premises hereinbefore described in good repair, and failure to do so shall, at the option of the Association, a violation of this agreement, and sufficient cause for its cancellation thereof.

8. In the event the said Purchaser shall fail promptly to make any of the monthly payments as herein provided for, or shall fail to pay when due any insurance premiums, taxes, water rents or assessments, or keep the premises in good repair, 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 entitled and vested in all the rights and liabilities 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 his contract, to the terms, on his lease, and the said Association shall thereupon be entitled to immediate possession of the premises and to prosecute such remedies as it may be entitled to under the law, as landlord. All sums paid by the Purchaser to vendor shall be treated as rent or as liquidated damages, at the option of the said Association, and 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, the Federal Savings and Loan Association of Brooklyn has caused its corporate seal to be affixed and in its name by Clifton Thomas, its President, and its attested by James T. Thomas, its Vice President, and its Corporate Seal to be hereto affixed this 22nd day of July, 1963, and we, the Donald B. Barron and Gladys T. Barron said first of the within Donald B. Barron and Gladys T. Barron

this 22nd day of July, 1963.

Signed, Sealed and Delivered in Presence of:

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

By: Clifton Thomas
President

ATTEST:

James T. Thomas
Vice President

(SEAL)

Gladys T. Barron
Purchaser

(SEAL)

Donald B. Barron
Purchaser

3.6F

STATE OF SOUTH CAROLINA,
COUNTY OF BEAUFORT

PERSONALLY appeared before me Sylvia E. Killian 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 ~~[illegible]~~ attest the same, and the said Corporation, by said officers, seal said Contract, and, as its act and deed, deliver the same, and thatghe with R. Emmett Gahagan witnessed the execution thereof.

Sylvia E. Killian

SWORN to before me, this 25th day of July, 1963

R. Emmett Gahagan (SEAL)
Notary Public for South Carolina

STATE OF ~~XXXXXXXXXXXX~~ NEW YORK,
COUNTY OF ALBANY

PERSONALLY appeared before me JOHN A. WOOD and made oath that he saw the within-named Donald B. Barron and Elsie T. Barron sign, seal, and, as their act and deed, deliver the within-written Sales Contract; and that he with MARY JEAN BELTZ witnessed the execution thereof.

John A. Wood

SWORN to before me, this 22nd day of July, 1963

James C. Straney (SEAL)
Notary Public for ~~South Carolina~~ NEW YORK

JAMES C. STRANEY
Notary Public in the State of New York
Appointed in Albany County
My Commission Expires March 30, 1964

STATE OF ~~XXXXXXXXXXXX~~ NEW YORK
COUNTY OF ALBANY

I, JAMES C. STRANEY, a Notary Public for ~~South Carolina~~ NEW York, do hereby certify unto all whom it may concern, that Mrs. Elsie T. Barron the wife of the within-named Donald B. Barron, 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 day of July, A. D. 1963

Elsie T. Barron (SEAL)
Elsie T. Barron

James C. Straney (SEAL)
Notary Public for ~~XXXXXXXXXX~~ New York

JAMES C. STRANEY
Notary Public in the State of New York
Appointed in Albany County
My Commission Expires March 30, 1964

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.

DEEDS

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BOOK 133

38

D-268-LH (4-62) Printed in U.S.A.

LEASE

THIS IS A LEASE, dated January 30, 1963, between KING PETROLEUM COMPANY, INC.

of in Walterboro, South Carolina (herein called "Lessor", whether one or more), and SHELL OIL COMPANY, a Delaware corporation with offices at 2000 Fulton National Bank Building in Atlanta Georgia (herein called "Shell"):

1. **DEMISE.** Lessor hereby leases to Shell, and Shell hereby leases from Lessor, the following described land situated at U. S. Highway No. 21

in Ruffin, County of Colleton, State of South Carolina:

All that certain piece, parcel, or lot of land, together with the buildings and improvements thereon, situate, lying and being in the Town of Ruffin, in the County of Colleton, State of South Carolina, and measuring and bounded as follows: On the North east by lands of Lula Hudson, by lands of R. H. Strickland, by lands of H. H. Ramsey, andby lands of H. Padgett, and measuring thereon in a broken line Three Hundred Thirty-eight (338') feet; on the Southeast by a ditch separating this lot from lands of H. P. Padgett, and measuring thereon One Hundred Thirty-seven (137') feet; on the Southwest by lands of J. F. Cummings, Sr., and measuring thereon Three Hundred Sixty-eight and five-tenths (368.5') feet; and on the Northwest by U. S. Highway No. 21, and measuring thereon One Hundred Sixteen (116') feet; as reference to a plat thereof, prepared by G. E. Miley, Jr., RegisteredLand Surveyor, of date June 27, 1963, will more fully show.

JDK usw

For Assignment of Rent see this Book Page 45

together with all rights, privileges and appurtenances thereto, and all of Lessor's buildings, improvements, equipment and other property now or hereafter located thereon, including those referred to in article 4 (and which, with the land, are herein collectively called "premises").

2. **TERM.** The primary term of this Lease shall begin on the date of completion of construction of an automobile service station on the premises, as provided in article 4, ~~on the day of , 19 , whichever occurs first~~, and shall end on the last day of the One Hundred Twentieth (120th) full calendar month after such date of completion of construction. Shell shall have options to extend this Lease for one (1) additional period(s) of five (5) years(s) each, on the same covenants and conditions as herein provided, any one or more of which options Shell may exercise by giving Lessor notice at least forty-five (45) days prior to the expiration of the primary term or the then-current extension period, as the case may be. If Shell does not have or does not exercise any then-current option to extend, this Lease shall be automatically extended from year to year, on the same covenants and conditions as herein provided, unless and until either Lessor or Shell terminates this Lease at the end of the primary term or the then-current extension period or any subsequent year, by giving the other at least thirty (30) days' notice.

3. **RENT.** Shell shall pay, as rent for each calendar month, the sum of One Hundred Twenty-Four & 90/100 Dollars ($ 124.90), by check to the order of King Petroleum Company, Inc., Walterboro, South Carolina in advance on or before the first day of each such month. Rent for any period less than a calendar month shall be prorated.

4. **CONSTRUCTION.** Lessor shall, at Lessor's expense: (a) obtain from the proper public authorities all licenses and permits necessary to authorize construction and operation on the premises of an automobile service station (including removal of existing structures, if required), as hereinafter provided; and (b) construct on the premises an automobile service station, including the buildings, improvements and equipment described in Exhibit A hereof, in accordance with plans and specifications approved by Shell, at a cost of not less than Ten Thousand & 00/100 Dollars ($ 10,000.00), in a good and workmanlike manner satisfactory

Recorded August 5, 1963 1:30 P. M.

DEEDS

to Shell and to all public authorities whose approval is required. If Lessor fails (1) diligently to endeavor to obtain such licenses and permits or (2) so to obtain the same as promptly as possible after the date of this Lease or (3) diligently to prosecute such construction or (4) so to complete the same as promptly as possible after the licenses and permits have been obtained: Shell may obtain the licenses and permits (in its or Lessor's name) and/or undertake and/or complete the construction, and charge to Lessor the cost thereof. No rent shall accrue or be payable until the premises are in Shell's possession, with the construction completed and the licenses and permits in effect as provided herein.

5. **USE OF PREMISES.** Shell shall have the rights, at Shell's expense: to use the premises for any lawful purpose; to paint all or any part of the premises in colors of Shell's selection; to make any alterations that Shell may desire in the premises; and to construct and install on the premises, and alter, any additional buildings, improvements and equipment (including advertising signs and billboards) that Shell may desire. Lessor shall remove from the premises any of Lessor's equipment that Shell elects to replace with its own equipment.

6. **TAXES—LIENS.** Lessor shall pay all taxes, assessments and other charges on the premises, excepting taxes on Shell's property on the premises, and license, utilities and other such charges incurred by Shell's use of or operations on the premises. If Lessor defaults at any time in any such payment or in the performance of the obligations of any mortgage or other lien affecting the premises, Shell may remedy such default, in whole or in part, charge to Lessor all costs incurred thereby, and be subrogated to the rights of the holder of such mortgage or other lien.

7. **REPAIRS—REPLACEMENTS.** Lessor shall maintain the premises in good condition and repair, and shall repair or replace any of the buildings, improvements and equipment damaged or destroyed by any cause other than Shell's negligence, or by fire or explosion whether or not caused by Shell's negligence. If Lessor fails to commence making repairs or replacements within five (5) days after Shell gives notice requesting Lessor so to do, or fails to complete the same promptly, Shell may make such repairs or replacements and charge to Lessor the cost thereof. If the premises are rendered wholly or partially unfit for occupancy by any such damage or destruction, or if, for any reason other than Shell's negligence, possession or beneficial use of the premises is interfered with, the rent shall abate until the premises are fully restored to fitness for occupancy or such interference has ceased.

8. **CHARGES.** All sums charged to Lessor by Shell hereunder shall be indebtedness of Lessor to Shell payable on demand. If any such indebtedness or any other indebtedness of Lessor to Shell is due at any time, Shell may, in addition to other remedies, withhold all or any part of the rent thereafter accruing and apply the same to the payment of such indebtedness. If all such indebtedness is not fully paid at the end of the primary term or any extension period, Shell may, at its option, extend this Lease on the same covenants and conditions as herein provided, until such indebtedness is fully paid by application of all rent thereto.

~~9. **PURCHASE OPTION.** At any time during the primary term, any extension period or any tenancy after either, Shell shall have the option to purchase the premises for the sum of _____ Dollars ($_____), on the terms provided in article 11, which option Shell may exercise by notice to Lessor.~~

10. **PURCHASE REFUSAL.** If at any time during the primary term, any extension period or any tenancy after either, Lessor receives from a ready, willing and able purchaser an acceptable bona fide offer to purchase, or makes a bona fide offer to sell to such a purchaser, the premises or any part thereof or any property which includes all or part of the premises Lessor shall give Shell notice, specifying the name and address of the purchaser and the price and terms of the offer, accompanied by Lessor's affidavit that the proposed sale is in good faith. Shell shall thereupon have, in addition and without prejudice to its rights under article 9, the prior option to purchase the premises or the part thereof or the entire property covered by such offer, at the price and on the terms of the offer but subject to the terms provided in article 11, which option Shell may exercise by giving Lessor notice within thirty (30) days after Shell's receipt of Lessor's notice of the offer. Shell's failure at any time to exercise its option under this article shall not affect this Lease or the continuance of Shell's rights and options under this article or any other article hereof.

11. **PURCHASE PROCEDURE.** In Shell's notice exercising any purchase option herein, Shell shall designate an Escrow Agent; and within twenty (20) days after receipt of such notice, Lessor shall deposit with Escrow Agent Lessor's recordable **General Warranty** deed to Shell, in form satisfactory to Shell, of the property covered by the exercised option. Promptly thereafter, Lessor shall deliver to Shell evidence of Lessor's title to such property, and shall clear the title of all liens, encumbrances, restrictions and other defects. Upon receipt from Shell of the purchase price and notice that title is acceptable, Escrow Agent shall deliver to Shell the deed and to Lessor the purchase price, less the amount of any liens subject to which Shell accepted title, and all documentary, transfer and like taxes not otherwise paid by Lessor. Taxes and rent shall be prorated as of the date of delivery of the deed: Upon receipt from Shell of notice that title is not acceptable, Escrow Agent shall return the deed to Lessor; and this Lease shall continue in effect. Evidence of Lessor's title shall be, at Shell's election and Lessor's expense: such evidence as Lessor may possess, a complete abstract or current certificate of title, an attorney's opinion, or a title insurance company's report and subsequent owner's title insurance policy in Shell's favor (the abstracter, attorney or title company to be of Shell's selection).

12. **LEASE REFUSAL.** If at any time during the primary term, any extension period or any tenancy after either, Lessor receives from a ready, willing and able lessee an acceptable bona fide offer, or makes a bona fide offer to such a lessee, to lease the premises or any part thereof or any property which includes all or part of the premises, for a term beginning after the termination of this Lease, Lessor shall give Shell notice thereof, specifying the name and address of the lessee and the term, rent and other covenants and conditions of the proposed lease, accompanied by Lessor's affidavit that such lease is in good faith. Shell shall thereupon have the prior option to lease the premises or the part thereof or the entire property covered by the offer, for the term, at the rent and upon the other covenants and conditions specified in such notice, which option Shell may exercise by giving

DEEDS

Lessor notice within thirty (30) days after Shell's receipt of Lessor's notice of the offer; and promptly upon Shell's submission to Lessor of a written lease providing such [illegible], rent and other covenants and conditions, Lessor shall execute the same [illegible] recordable form. Shell's failure at any time to exercise its option under this article shall not affect this Lease or the continuance of Shell's rights and options under this article or any other article hereof.

13. **ASSIGNMENT—SUBLEASING.** Shell may at any time assign this Lease or sublease all or any part of the premises.

14. **TERMINATION—ABATEMENT.** If, without Shell's fault, the operation on the premises of an automobile service station becomes illegal or is prevented or substantially impaired for more than ninety (90) days by any act or omission of any governmental authority, or by the closing, relocation, change of grade or alteration of, or rerouting of traffic on or away from, any street or highway adjoining the premises, or by the deprivation or limitation of any access thereto or therefrom; or if all or any part of the premises is acquired or taken for public or quasi-public use as a result of negotiation or a condemnation proceeding: Shell may terminate this Lease by giving Lessor at least thirty (30) days' notice; provided that, in the event of any such acquisition or taking, such notice may be given at any time not later than ninety (90) days after physical possession of the premises is taken or the judgment in the condemnation proceeding becomes final, whichever occurs later; and if the taking is total, the rent shall immediately abate, or if only partial but sufficient, in Shell's judgment, to prevent or substantially impair operation of the service station as then located on the premises, the rent shall abate when physical possession of the premises is taken. Neither the existence nor Shell's exercise of any right under this Lease to terminate, nor any abatement of rent, shall waive, limit or affect in any way Shell's rights, then accrued or thereafter to accrue, in any proceeding, settlement or award for condemnation or for damages resulting from any other of the events specified in this article. Shell may terminate this Lease at any time by giving Lessor at least ninety (90) days' notice.

15. **REMOVAL—SURRENDER—FORFEITURE.** All buildings, improvements, equipment and other property constructed, installed or placed on the premises by Shell or acquired by Shell, at any time during the continuance of this or any previous Lease or any tenancy thereafter, shall be and remain Shell's property, and Shell shall have the right to remove any or all of the same from the premises at any time during, and within thirty (30) days after any termination of, this Lease or any tenancy thereafter. At any termination of this Lease or any tenancy thereafter, Shell shall surrender the premises to Lessor, subject to ordinary wear and tear, to any damage or destruction which Lessor is obligated to repair or replace under article 7, and to Shell's rights under articles 5 and 15. Any holdover by Shell after any termination of this Lease shall create no more than a month-to-month tenancy at the rent and on all other applicable conditions herein provided. If forfeiture of this Lease is permitted by law for Shell's default, Lessor shall not be entitled to declare any such forfeiture unless Lessor has given Shell notice of such default and Shell has failed to remedy same within twenty (20) days after receipt of such notice.

16. **WARRANTY OF TITLE.** Lessor covenants that Lessor is well seized of and has good right to lease the premises, will warrant and defend the title thereto, and will indemnify Shell against any damage and expense which Shell may suffer by reason of any lien, encumbrance, restriction or defect in the title to or description herein of the premises. If at any time Lessor's title or right to receive rent hereunder is disputed, or there is a change of ownership of Lessor's estate by act of the parties or operation of law, Shell may withhold rent thereafter accruing until Shell is furnished proof satisfactory to it as to the party entitled thereto.

17. **NOTICES.** Notices hereunder shall be given only by registered letter or telegram and shall be deemed given when the letter is deposited in the mail or the telegram filed with the telegraph company, postage or charges prepaid, and addressed to the party for whom intended at such party's address first herein specified, or at such other address as such party may have substituted therefor by proper notice to the other.

18. **ENTIRETY—EXECUTION—SUCCESSION.** This Lease merges and supersedes all prior negotiations, representations and agreements, and constitutes the entire contract, between Lessor and Shell concerning the leasing of the premises and the consideration therefor. Neither this Lease nor any amendment or supplement hereto shall be binding on Shell unless and until it is signed in Shell's behalf by a representative duly authorized by its Board of Directors. This Lease and all options herein shall bind and inure to the benefit of the heirs, administrators, executors, successors and assigns of Lessor, and the successors and assigns of Shell.

EXECUTED as of the date first herein written.

KING PETROLEIM COMPANY, INC.

Witnesses to execution by Lessor:

[illegible] W. Bruce Wimberley (Seal)
W. BRUCE WIMBERLEY, President

C. B. Hiers J. Donald King (Seal)
J. DONALD KING, Vice-President

Witnesses to execution by Shell:

[illegible]

[illegible]

SHELL OIL COMPANY

By C. L. Torven
DIVISION MANAGER

DEEDS

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EXHIBIT A

(Buildings, improvements and equipment included in the automobile service station to be constructed by Lessor on the premises.)

S-30-C Modified Service Station with one (1) pump island

2 - Computer Pumps, 1 - Island Light, 1 - 1½ HP Air Compressor, 1 - Lift, and

2 - 2,000 U.G. Tanks

(Append Lessor's acknowledgment and, if this is a sublease, Owner's Consent and Agreement.)

DEEDS

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON } SS:

Personally appeared before me J. D. MC KIBBEN, who, being duly sworn, says that he saw W. BRUCE WIMBERLEY, as President of KING PETROLEUM COMPANY, INC., a corporation chartered under the laws of the State of South Carolina, sign, seal with its corporate seal, and as the act and deed of said corporation delivered the within instrument, and that he with A. H. HIERS, witnessed the execution thereof.

Sworn to before me this 30 day of January, 1963.

Witness

Notary Public

My Commission expires:

At the pleasure of the Governor

STATE OF GEORGIA
COUNTY OF FULTON } SS:

Personally appeared before me W. R. TURK, JR., who, being duly sworn, says that he saw C. L. TOWERS, as Division Manager of SHELL OIL COMPANY, a corporation chartered under the laws of the State of Delaware, sign, seal ~~[illegible]~~, and as the act and deed of said corporation delivered the within instrument, and that he with R. F. Webster, witnessed the execution thereof.

Sworn to before me this 13th day of June, 1963.

Witness

Notary Public

Mary T. Adams

Seal affixed

My Commission expires:

Notary Public, Georgia, State at Large
My Commission Expires April 4, 1962

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DEEDS

BOOK 133

D-2-8-9 (4-62) Printed in U.S.A.

#3

AGREEMENT SUPPLEMENTING LEASE

THIS IS AN AGREEMENT, dated July 29, 1963, between King Petroleum Company, Inc.
of in Walterboro, South Carolina
(herein called "Lessor", whether one or more), and SHELL OIL COMPANY, a Delaware corporation with offices at 2000 Fulton National Bank Building in Atlanta, Georgia
(herein called "Shell"), supplementing the Lease between Lessor and Shell dated January 30, 1963, of premises situated at U. S. Highway No. 21
in Ruffin, County of Colleton, State of South Carolina, and fully described in the Lease, which, or a Memorandum of which, is recorded in Book 133 of 38-42, Page _____, in the Office of C.C.C.P.
and G.S. of that County:

1. The construction of an automobile service station on the premises, as contemplated by the Lease, was completed on July 26, 1963.

2. The primary term of the Lease began on the 1st day of August, 1963, and shall end on the 31st day of July, 1973 (subject to any rights of termination or extension provided in the Lease).

3. Rent commenced to accrue under the Lease on the 1st day of August, 1963.

4. The Lease, as hereby supplemented, is ratified, confirmed and continued in all respects.

5. This Agreement shall bind and inure to the benefit of the heirs, administrators, executors, successors and assigns of Lessor, and the successors and assigns of Shell.

EXECUTED as of the date first herein written.

Witnesses to execution by Lessor:

Carol Stieffer

KING PETROLEUM COMPANY, INC.

W. Bruce Wimberley (Seal)
W. Bruce Wimberley, President

J. Donald King (Seal)
J. Donald King, Vice-President

Witnesses to execution by Shell:

SHELL OIL COMPANY

By _____
Sales Manager

Recorded August 5, 1963 2 P. M.

(Append Lessor's Acknowledgment)

DEEDS

BOOK 133

2

44

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON } SS:

Personally appeared before me Janeal Steltzer, who, being duly sworn, says that he saw W. Bruce Wimberley, as President of King Petroleum Company, Inc., a corporation chartered under the laws of the State of South Carolina, sign, seal with its corporate seal, and as the act and deed of said corporation delivered the within instrument, and that he with Thomas M. Howell, JR., witnessed the execution thereof.

Sworn to before me this 5th day of August, 1963.

Janeal Steltzer
Witness

Thomas M. Howell, Jr.
Notary Public

My Commission expires:

STATE OF GEORGIA
COUNTY OF FULTON } SS:

Personally appeared before me W. R. TURK, JR., who, being duly sworn, says that he saw C. W. McDowell, as Sales Managor of Shell Oil Company, a corporation chartered under the laws of the State of Delaware, sign, seal ~~XXXXXXXXXXXXXXXXXX~~, and as the act and deed of said corporation delivered the within instrument, and that he with R. F. Webster, witnessed the execution thereof.

Sworn to before me this 27TH day of July, 1963.

M. Barker
Witness

E. C. Johnson
Notary Public

My Commission expires:
Notary Public, Georgia State at Large
My Commission Expires Sept. 10, 1966

DEEDS

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A-421 (Revised 2/57)

ASSIGNMENT OF RENT

THIS ASSIGNMENT, made this 30th day of January, 1963, between KING PETROLEUM COMPANY, INC., residing at , in Walterboro, S. C. hereinafter called "Assignor" (whether one or more), and Shell Oil Company, a Delaware corporation, with offices at 2000 Fulton National Bank Building, Atlanta, Georgia, hereinafter called "Shell",

WITNESSETH:

THAT, in consideration and to secure the payment of a certain promissory note of even date herewith, payable by Assignor (and another or others) to the order of Shell, in the principal sum of Ten Thousand & 00/100 Dollars ($ 10,000.00), with interest at the rate of Four & three-fourth per cent (4-3/4 %) per annum, in equal monthly installments over a period of One Hundred Twenty (120) months, Assignor hereby assigns, transfers and sets over to Shell the sum of One Hundred Four & 90/100 Dollars ($ 104.90), out of each monthly rent due and to become due under a certain lease by Assignor to Shell, dated January 30 19 63 , of the following described premises, situated at U. S. Highway No. 21 , in Ruffin County of Colleton State of S. C.

All that certain piece, parcel, or lot of land, together with the buildings and improvements thereon, situate, lying and being in the Town of Ruffin, in the County of Colleton, State of South Carolina, and measuring and bounded as follows: On the North east by lands of Lula Hudson, by lands of R. H. Strickland, by lands of M. H. Pamey, andby lands of H. Padgett, and measuring thereon in a broken line Three Hundred Thirty-eight (338') feet; on the Southeast by a ditch separating this lot from lands of H. P. Padgett, and measuring thereon One Hundred Thirty-seven (137') feet; on the Southwest by lands of J. F. Cummings, Sr., and measuring thereon Three Hundred Sixty-eight and five-tenths (368.5') feet; and on the Northwest by U. S. Highway No. 21, and measuring thereon One Hundred Sixteen (116') feet; as reference to a plat thereof, prepared by G. E. Miley, Jr., Registered Land Surveyor, of date June 22, 1963, will more fully show.

JDK
JSW

Recorded August 5, 1963 3 P. M.

until the entire principal sum of said promissory note, together with all interest thereon has been paid.

DEEDS

2

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A-421

Assignor hereby irrevocably authorizes and directs Shell to withhold said sum out of each monthly rent and apply the same to the payment of Assignor's indebtedness evidenced by said promissory note. In the event any party other than Shell should become the holder of said promissory note, this Assignment shall inure to the benefit of such holder, and Assignor hereby irrevocably authorizes and directs (a) Shell to pay said sum out of each monthly rent to the holder of said promissory note, and (b) such holder to collect, receive and receipt for each such payment, and apply the same to the payment of Assignor's indebtedness evidenced by said promissory note. If the rent under said lease is payable in advance on the first day of each calendar month, Assignor hereby agrees that the sum hereby assigned out of each monthly rent may, at the option of Shell or the holder of said promissory note, be paid in arrears on the first day of the next succeeding calendar month.

This Assignment is subject to all of the terms and conditions of said lease, including, without limitation, Shell's rights thereunder to abatement or withholding of rents; shall be binding upon the heirs, administrators, executors, successors and assigns of Assignor; and shall inure to the benefit of the successors and assigns of Shell.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first herein written.

KING PETROLEUM COMPANY, INC.

WITNESSES:

W. Bruce Wimberley (SEAL)
W. BRUCE WIMBERLEY, President

J. Donald King (SEAL)
J. DONALD KING, Vice-President

(SEAL)

(SEAL)

(SEAL)

(APPEND ACKNOWLEDGMENT)

DEEDS

3

471

8

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON } SS:

Personally appeared before me J. D. MC KIBBEN, who, being duly sworn, says that he saw W. BRUCE WIMBERLEY, as President of KING PETROLEUM COMPANY, INC., a corporation chartered under the laws of the State of South Carolina, sign, seal with its corporate seal, and as the act and deed of said corporation delivered the within instrument, and that he with A. B. HIERS, witnessed the execution thereof.

Sworn to before me this 30 day of January, 1963.

Witness

Virginia C. Rivers
Notary Public

My Commission expires:
At the pleasure of the Governor

DEEDS

47.

BOOK 133

48

AUTOMOTIVE GASOLINE AGREEMENT

STATE OF SOUTH CAROLINA

COUNTY OF Colleton

KNOW ALL MEN BY THESE PRESENTS:

That, subject to the terms and conditions of a certain Automotive Gasoline Agreement of even date herewith entered into by and between GULF OIL CORPORATION, a Pennsylvania Corporation, having place of business in Atlanta, Georgia, hereinafter called "Gulf", and John F. Brathem, whose address is Walterboro, S. C., hereinafter called "Dealer", which concurrent Automotive Gasoline Agreement is made a part hereof by reference to the same extent as if copied and set forth at length herein, the said Gulf and the said Dealer have entered into this agreement, which

W I T N E S S E T H

Gulf hereby agrees to deliver to Dealer certain petroleum products at the times and upon the terms and conditions set forth in detail in the Automotive Gasoline Agreement executed concurrent with this instrument.

The consideration, terms and provisions of this Agreement shall be as shown and contained in the hereinabove referred to concurrent Automotive Gasoline Agreement of even date herewith and executed by the parties hereto.

IN WITHNESS WHEREOF, The Gulf and Dealer have executed this agreement as of the 19 day of April, 1963.

Signed and Sealed in the presence of:

GULF OIL CORPORATION

By _____
Sales Manager

Signed and Sealed in the presence of:

By _____
Dealer

12 m
8-15-63

48A

AUTOMOTIVE DEALERS AGREEMENT

STATE OF SOUTH CAROLINA

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS:

That, subject to the terms and conditions of an Automotive Dealers Agreement of even date herewith entered into by and between GULF OIL CORPORATION, a Pennsylvania Corporation, with place of business in Atlanta, Georgia, hereinafter called "Gulf", and _____, whose address is _____, hereinafter called "Dealer", which contract Agreement is made a part hereof by reference to the same, and is to be copied and set forth in full herein, the said Gulf and the said Dealer have entered into this contract, which

"WITNESSETH"

Gulf hereby agrees to deliver to the Dealer at the Dealer's warehouse at the time and upon the terms and conditions set forth in the Automotive Dealers Agreement as mentioned in this instrument.

The consideration, being and payment of the amount of _____ is as shown and contained in the Automotive Dealers Agreement to certain Automotive Dealers Agreement of even date herewith and a copy of the Dealers hereto.

IN WITNESS WHEREOF, the Gulf and Dealer have executed this agreement as of the _____ day of _____, 19__.

Signed and Sealed in the presence of:

GULF OIL CORPORATION

By _____

Attest _____

Signed and Sealed in the presence of:

_____

_____

48B

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Personally appeared before me W. C. Langford, and made oath that he saw R. B. Bennett, Jr., Area Sales Manager for Gulf Oil Corporation, sign, seal and deliver within instrument on behalf of said Corporation, and that he, deponent, together with John David Eagerton, Jr., witnessed the execution and delivery thereof as the act and deed of the said Gulf Oil Corporation.

Sworn to beforfe me this 10th day of July, 1963

J. E. Bodie
Notary Public
My Commission Expires:
My Commission Expires at the Pleasure of the Governor.

W. C. Langford

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me RICHARD C. POWELL, and made oath that he saw JOHN F. BRABHAM

sign, seal and deliver the within instrument for the uses and purposes therein mentioned, and that he with J. E. BODIE, in the presence of each other, witnessed the due execution thereof.

Sworn to before me this 6th day of May, 1963

J. E. Bodie
Notary Public
My Commission Expires:
My Commission Expires at the Pleasure of the Governor.

Richard C. Powell

DEEDS

479.

BOOK 133

South Carolina
State Highway Department
Form No. 2090 Rev. 11/30/61

507

№ 11455

THE STATE OF SOUTH CAROLINA
County of Colleton

LEASE
Borrow and Material Pit

Docket No. 15.344 Route No. Road No. 330,345,135, & 356

THIS AGREEMENT made and entered into this 3rd day of September, 19 63, by and between Maude G. 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, 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 0.962 acres, more or less, situated on land owned by the lessor, described as follows:

Sand Clay Pit located in uncultivated field 38260' Rt. Sta. 0/00, Road 330. Bounded by lands of F. W. Herndon on the Northwest and by other lands of lessor on the Southeast.

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 such material, from said pit or pits, and the right of access thereto until September 3, 1964

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, 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 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. Recorded Sept. 13, 1963 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. 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;

DEEDS

5/ 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

Shirley A. Linder

Maude G. Herndon
Lessor.

Witnesses as to State Highway Department:

Linda Kay Blume

Mary Evelena Stroble

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 Maude G. Herndon sign, seal and as her act and deed, execute the within written instrument; and that he with Shirley A. Linder witnessed the execution thereof.

Sworn to before me this 3rd day of September, 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 Linda Kay Blume and made oath that he saw the within named A. A. Muckenfuss sign, seal and as his act and deed, executethe within written instrument; and that s he with Mary E. Stroble witnessed the execution thereof.

Sworn to before me this 9th day of September, 19 63

Linda Kay Blume

Julius W. Thiete - seal affixed
Notary Public for S. C.
My Commission expires 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 lein and operation of my (our) mortgage the LEASE of Borrow and Materi Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereb 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 _____, 196___.
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.

_____

Note: If execution of mortgage release not desired, make payment jointly 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.

BOOK 133

South Carolina
State Highway Department
Form No. 2000 Rev. 11/30/61

52

№ 11455

THE STATE OF SOUTH CAROLINA }
County of Colleton }

LEASE
Borrow and Material Pit

Docket No. 15.344	Route No.	Road No. 330

THIS AGREEMENT made and entered into this 3rd day of September, 19 63, 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, 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 0.415 acres, more or less, situated on land owned by the lessor, described as follows:

Sand Clay Pit located in uncultivated field 38260' Rt. Sta. 0/00, Road 330. Bounded by lands of Maude G. Herndon on the Southeast and other lands of lessor on the Northwest.

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 such material, from said pit or pits, and the right of access thereto until September 3, 1964

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, 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]

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.

Recorded Sept. 13, 1963 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. 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;

DEEDS

53

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

F. W. Herndon
Lessor.

Witnesses as to State Highway Department:

Linda Kay Blume

Mary Evelena Stroble

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 F. W. Herndon sign, seal and as his act and deed, execute the within written instrument; and that he with Shirley A. Linder witnessed the execution thereof.

Sworn to before me this 3rd day of September, 19 63

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 Linda Kay Blume and made oath that S he saw the within named A. A. Muckenfuss sign, seal and as his act and deed, execute the within written instrument; and that S he with Mary E. Stroble witnessed the execution thereof.

Sworn to before me this 9th day of September, 19 63

Linda Kay Blume

Julius W. Thiete - seal affixed
Notary Public for S. C.
My Commission expires 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 lein and operation of my (our) mortgage the LEASE of Borrow and Materi Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected therei 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 _____, 196___ 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.

Note: If execution of mortgage release not desired, make payment jointly 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.

BOOK 133

54

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 Adam Nettles, 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 lot of land, with buildings and improvements thereon, situate, lying and being approximately one-half (1/2) mile East of the Town of Walterboro, County of Colleton, State of South Carolina, measuring seventy-five (75) feet on the Northern and Southern lines and two hundred (200) feet on the Eastern and Western lines, and bounded on the North by U. S. Highway #17; on the East by Lot #5; on the South by Lot #21; and on the West by Lot #3 of Clayton Lamar Smoak and Vergie Mae J. Smoak.

This is the property conveyed by Lois C. Crosby to Larkin C. Sexton and Cordie S. Sexton by Deed dated January 28, 1957, Deed Book 119, page 507, Colleton County.

This is the same property conveyed by O. H. Rhodes, Probate Judge for Colleton County to First Federal Savings and Loan Association of Beaufort by Deed dated October 1, 1963, and recorded in the Office of the Clerk of Court for Colleton County.

10-15-63
9 a.m.

DEEDS

54A

STATE OF SOUTH CAROLINA,
COUNTY OF _____ } **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

_____ Adam Hutto, of Dillon, South Carolina,

hereinafter called "PURCHASER," whether one or more,

WITNESSETH:

1. That the Association is the owner of

All that place, parcel or lot of land, with buildings and improvements thereon, situate, lying and being approximately one-half (1/2) mile East of the Town of Mullins, County of Dillon, State of South Carolina, containing one hundred eighty-five (185) feet on the Northern and Eastern lines and two hundred (200) feet on the Southern and Western lines, and bounded on the North by U.S. Hwy #378 on the East by lot (2) on the South by Lot 3 and on the West by lot #4 of Clayton Lewis and Vergie Lee T. Lewis.

This is the property conveyed by Dale C. Crosby to Linda C. Crosby and Charlie B. Sellers by deed dated July 29, 1977, of record in Book 116, page 807, Dillon County.

This is the same property conveyed by Linda Sellers, Formerly Linda Crosby to Dillon County by Final Judgment and Decree of Foreclosure, Dated March 1, 1984, and recorded in the Office of the Clerk of Court, in Dillon County.

10-1/2 C3
Pd 7.00

54B

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 Adam Nettles (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-five and No/100 ($ 45.00) Dollars each, commencing on the first day of November, 19 63, 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 Ten and No/100 ($ 10.00) 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

2. That the said Association does hereby agree to sell and convey the above described premises unto the Purchaser

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 certain loan and security

set forth, the said Association covenants and agrees, and their heirs and successors and assigns, to convey the above-

described premises unto the said Adam Jenkins

(this) (their) heirs, successors, administrators and assigns, in fee simple, by proper deed with covenants of title

warranty, free from encumbrances. The said principal and interest shall be payable at the office of said Association, No.

920 Hay Street, Fayetteville, South Carolina, in monthly installments of Forty-five and No/100 ---------

---------- ($ 45.00) Dollars

each, commencing on the first day of December, 19 64, and on the [illegible] day of each month thereafter

until the principal and interest are fully paid. Unpaid interest to be added 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 thereon, the balance

said Contract of Sale, computed monthly. Second, to the payment by the Association of such taxes, assessments and

insurance as shall from time to time become due on the property described in the Contract of Sale, including the taxes

thereof, with interest thereon at the rate of six (6%) per cent per annum. Third, the balance of the said payment to be applied

payment to the extent needed as a credit on the principal of this obligation. Said payments to continue until the

principal and interest, taxes and insurance, with interest as aforesaid, 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 for the said premises, free and clear of

all encumbrances, except such as are herein assumed by the Purchaser, and the Purchaser shall execute the mortgage and

deliver of such Deed, execute and deliver to the Association a Note and Deed of Mortgage on the said

property for said sum of ----------

---------- ($ ----------) Dollars,

payable in monthly installments, with interest thereon at the rate of six (6%) per cent per annum, until said in full, as

provided by said Association.

4. That the Purchaser is to have the immediate possession of the said premises and the Association

will not do anything on 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 other costs of upkeep against the said

premises, and any and all assessments levied by law against the same, together with all other dues

payable and will deposit monthly with the Association the additional sum amount to Ten and No/100

---------- ($ 10.00) Dollars,

which is equal to one-twelfth of the amount approximately necessary to pay the cost of taxes, assessments and

insurance on the premises, over and above the installments, which [illegible] the Association and paid

for Purchaser as they fall due. The Association reserves the right to increase or decrease the 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 12th day of October, 1963, and witness the Hand and Seal of the within Adam Nettles this 12th day of October, 1963.

Signed, Sealed and Delivered in Presence of:

Myrtle B. Epps
Sylvia E. Killian

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas
CALHOUN THOMAS, *President.*

ATTEST:

James G. Thomas
JAMES G. THOMAS, *Manager.*

Marian B. Youmans
Laura Spivey

Adam Nettles (SEAL)
Purchaser.

(SEAL)
Purchaser.

DEEDS

54E

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 herinbefore 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, at it may elect to do by 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 Hamilton has caused these presents to be executed in its name by Gilmore Thomas its President, and attested by James C. Thomas, its Vice-pres. and its Corporate Seal to be hereto affixed, this 12th day of October, 195 5, and where the Hand and Seal of the within ... Michael Nelson ...

this 12th day of October 195 5

Signed, Sealed and Delivered in Presence of:

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF REAL TOWN (SEAL)

By [illegible]
Gilmore T. Jones, President

ATTEST:

[illegible]
James C. Thomas, Secretary

[illegible] (SEAL)
President

[illegible] (SEAL)
President

54F

STATE OF SOUTH CAROLINA,
COUNTY OF Beaufort

PERSONALLY appeared before me Sylvia E. Killian 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 Myrtle G. Epps witnessed the execution thereof.

Sylvia E. Killian

SWORN to before me, this 14th day of October, 19 63.

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

STATE OF SOUTH CAROLINA,
COUNTY OF

PERSONALLY appeared before me Marian B. Youmans and made oath that he saw the within-named Adam Nettles sign, seal, and, as his act and deed, deliver the within-written Sales Contract; and that he with Laura Spivey witnessed the execution thereof.

Marian B. Youmans

SWORN to before me, this 12th day of October, 19 63.

Laura Spivey (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF

I, Laura Spivey, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Gracie Elise Nettles the wife of the within-named Adam Nettles, 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 October, A. D. 19 63.

Gracie Elise Nettles (SEAL)

Laura Spivey (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,

COUNTY OF Colleton

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

Adam Nettles

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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South Carolina
State Highway Department
Form No. 2090 Rev. 11/30/61

11460 56
№ XXXXX

THE STATE OF SOUTH CAROLINA
County of Colleton

LEASE
Borrow and Material Pit

Docket No.	Maintenance	Route No.	303	Road No.	None

THIS AGREEMENT made and entered into this 16 day of September, 19 63, by and between Harry M. Fripp ereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of outh 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, Borrow Pit, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of no limit consisting of 3.71 acres, more or less, situated on land owned by the lessor, described as follows:

Borrow Material pit located in open area approx. 590' West of Route 303 approx. 2 miles South of Walterboro.
Bounded on North by lands of Harry M. Fripp & Bailey Simons, on South by Colleton County& Cecil Crosby, East by Bailey Simons & Cecil Crosby, and West by Bailey Simons & Colleton County

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 such material, from said pit or pits, and the right of access thereto until September 30, 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, [as are actually excavated, or caused to be excavated] rents and royalties in the sum of One hundred & fifty ($150.00) 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 XXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

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 ll be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and uested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as ess thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling rations 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 not to be drained.

3.

Recorded 10/18/63 4 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. 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;

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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:

C. C. Hogan

Bernice Page

Harry M. Fripp
Lessor.

Witnesses as to State Highway Department:

Linda Kay Blume

Mary Stroble

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 Harry M. Fripp sign, seal and as his act and deed, execute the within written instrument; and that he with Bernice Page witnessed the execution thereof.

Sworn to before me this 26th day of September, 19 63

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 S he saw the within named A. A. Muckenfuss sign, seal and as act and deed, executethe within written instrument; and that S he with Mary E. Stroble witnessed the execution thereof.

Sworn to before me this 10th day of October, 19 63.

Linda Kay Blume

Julius W. Thile - seal affixed
Notary Public for S. C. My commission expires 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 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 , 196 .

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.

Note: If execution of mortgage [illegible] desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property write "none". [illegible] not recorded write "not recorded" in space above.

BOOK 133

58

U. S. DEPARTMENT OF AGRICULTURE
RURAL ELECTRIFICATION ADMINISTRATION

REA BORROWER DESIGNATION South Carolina 50 Santee

THE WITHIN Lease Agreement with the South Carolina Public Service Authority

SUBMITTED BY THE ABOVE DESIGNATED BORROWER PURSUANT TO THE TERMS OF THE LOAN CONTRACT, IS HEREBY APPROVED SOLELY FOR THE PURPOSES OF SUCH CONTRACT.

/s/ Richard H. Wood
For the Administrator

DATED

Jun 27 1963

Filed 10:00 Am Dec 12 1963.

DEEDS

58 A

58B

(CONFORMED COPY)

D LEASE CONTRACT

Agreement and Lease made as of April 25, 1963 between South Carolina Public Service Authority (hereinafter called the "Authority"), an agency of the State of South Carolina and Central Electric Power Cooperative, Inc., (hereinafter called "Central") a cooperative corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Authority owns and operates an electric power system consisting of electric generating facilities and electric transmission and distribution lines and facilities financed by grants and loans from the United States of America, such loans being evidenced by bonds secured by an Indenture dated as of July 1, 1949, (hereinafter called the "Indenture"), between the Authority and the South Carolina National Bank of Charleston; and

WHEREAS, Central, through loans from the United States of America (hereinafter called the "Government") acting through the Administrator of the Rural Electrification Administration (hereinafter called the "Administrator of REA"), has constructed certain electric

DEEDS

58C

transmission facilities which have been leased by Central to the Authority, the transmission facilities financed by loan contracts dated December 29, 1948 and June 27, 1951, together with certain facilities provided by the Authority being called the "A-B System" and the transmission facilities financed by a loan contract dated as of June 27, 1952, being called the "C System"; and

WHEREAS, Central and the Authority entered into an agreement and lease made as of January 1, 1950 and amended September 17, 1951, (hereinafter called the "Contract Obligation") providing for the construction of the A-B System by Central and the maintenance and operation thereof by the Authority; and

WHEREAS, Central and the Authority entered into a Lease Contract and Power Contract both dated October 22, 1952, (hereinafter referred to as the "C Lease Contract" and the "C Power Contract") which, as amended, provided for the construction of the "C System" by Central and the maintenance and operation thereof by the Authority; and

WHEREAS, the Contract Obligation and the Lease Contract and Power Contract hereinabove referred to also

DEEDS

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contain agreements concerning the furnishing of electric power and energy by the Authority to Central for resale to Central's members; and

WHEREAS, Central, in agreement with the Authority, has applied to the Administrator of REA for a loan (hereinafter called the "D Loan") to be used for the construction of a steam-electric generating plant at Conway, South Carolina, or at such other location as may be mutually agreed upon, and certain transmission facilities, all of which shall be called the "D System", which System it is contemplated will be leased to and operated by the Authority; and

WHEREAS, the parties hereto will simultaneously herewith, enter into an agreement (hereinafter called the "D Power Contract") concerning the furnishing of electric power by the Authority to Central for resale to its members and the rate to be charged therefor;

NOW THEREFORE, in consideration of the foregoing and of the mutual undertakings herein contained, the parties hereto agree as follows:

ARTICLE I

Construction of the D System

Section 1. Scope of the D System. The D System

DEEDS

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shall consist of a steam-electric generating plant (hereinafter called the "Central Plant" or the "Plant") and related transmission facilities and certain other transmission facilities. The Central Plant shall consist of two (2) 75,000 KW (name plate) steam-electric generating units and its related substation to be installed in the vicinity of Conway, South Carolina, or at such other location as may be mutually agreed upon, more fully described on Exhibit I. The Steam Plant shall be complete in all respects, and shall include all necessary land and land rights; structures and improvements; roads; railroads and bridges; reservoirs, dams and waterways; mechanical equipment; electrical equipment; step-up substation; and related appurtenances. The Steam Plant shall also include provision for the initial coal requirements, not to exceed $500,000.

The related transmission facilities shall be as designated on Exhibit II and more fully described on Exhibit III. These are briefly identified as follows:

1. Pinewood transformer
2. Marion substation
3. Conway-Marion, 115 KV line
4. Change out of oil circuit breakers at Pinopolis

DEEDS

58I

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5. Additions to the Conway substation for terminating double circuit line from the steam plant

6. Plant-Conway, 115 KV double circuit line on three circuit towers.

7. Microwave communications equipment

8. Columbia-Blythewood, 69 KV double circuit lines

9. Columbia substation

10. Blythewood switching station

11. Aiken transformer

Provided, however, that if competent engineering studies should indicate that the purposes to be achieved by building the facilities listed in Items 2, 3, 8, 9, 10 and 11 above may be more economically achieved by some different facility, then such different facility or facilities may be substituted as can be mutually agreed upon, subject to the approval of the Administrator of REA.

Included in the D Loan shall be a sum, not to exceed $1,628,000, for the construction of future transmission line extensions to the proposed new substations of Central members, including all necessary metering and connection costs, and such future transmission line extensions shall, when constructed and energized, become a part of the D System. The transmission line extensions and the location of new substations of Central's members

DEEDS

58K

referred to above shall be as designated by Central from time to time and approved by the Administrator of REA.

The Authority shall be responsible for the payment of rentals hereinafter specified only on the costs of the particular facilities and their operation and maintenance described above in this Section 1.

Section 2. Construction by Central. As promptly as possible after approval of this agreement and lease by the Administrator of REA and an allotment of funds has been made by him to finance the D System, Central shall, with funds advanced by the Administrator of REA, construct the D System. The Authority is hereby appointed as an agent of Central for the purpose of working with Central and the consulting engineers in supervising the construction of all facilities in accordance with the Plans and Specifications. Changes in the Plans and Specifications as the work progresses shall be made only after approval by Central and the Authority and the Administrator of REA. As a part of the construction cost, Central shall have the right to employ on Central's staff qualified persons in connection with the construction of the D System. All necessary expenses of Central and of the Authority under this Article I shall become a part of the cost of

DEEDS

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the D System.

Section 3. Plans and Specifications. The D System shall be constructed in accordance with Plans and Specifications which shall be prepared by an engineer or engineers to be selected by Central with the approval of the Administrator of REA and the Authority, the engineering firm to be in the employ of Central. The consulting engineering firm will work under the direction of Central and the Authority in the preparation of Plans and Specifications which shall be approved by Central and the Authority and the Administrator of REA.

Section 4. Contracts. Central shall furnish promptly to the Authority full information concerning construction contracts, materials contracts, engineering and related contracts for the D System. Contracts for construction shall be awarded after sealed bids have been received and opened in public by Central, excepting bids for boilers and turbine-generators for which proposals have already been received. They shall be awarded to the lowest responsible bidder with the approval of Central and the Authority and the Administrator of REA. Central shall execute all contracts.

Section 5. Completion and Lease of the D System.

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Upon completion of the construction of the D System, or any portion thereof, as herein provided, Central shall inform the Authority that the D System, or such portion thereof, is completed. Thereupon the Authority shall have the right to inspect the D System, or such portion thereof, (and shall start up and test the Plant), and Central shall cause the defects, if any, disclosed by such inspection or tests, to be corrected. Thereupon, Central leases to the Authority and the Authority shall take possession of the D System or such portion thereof.

ARTICLE II

Operation and Maintenance of the D System.

Section 1. General. The Authority, for the purpose of delivering power and energy to Central as provided in Article III hereof and the D Power Contract, shall operate and maintain the D System in accordance with the usual standards of operation and maintenance and in conformity with all applicable laws now or hereafter in force. The maintenance of the D System shall include, without limitation, the keeping in good repair of the D System and the making of capital replacements thereof. All repairs and replacements of the D System shall be

DEEDS

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made by the Authority with materials and at a standard of workmanship which shall be at least equal to the materials and standards of workmanship used in the construction of the D System. Without limiting the generality of the foregoing, the Authority shall, while this agreement and lease is in force;

(a) Pay all expenses arising from or in connection with the operation and maintenance of the D System, including, without limitation, taxes of any kind or character arising from or in connection with the ownership or operation of the D System, and the cost of insurance in respect of the D System, all as required under the terms of Central's loan contract with the Government in respect of the D System (hereinafter called the D Loan Contract).

(b) Retain the services of a qualified consulting chemist or water service laboratory as needed or at least once each year to advise the Authority with respect to the means which are required to protect against scaling and corrosion of the metal surfaces

DEEDS

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of all steam generating apparatus and of all piping, pumping, storing, heating, condensing and power generating equipment connected therewith, in respect of the Plant, and shall submit to Central and the Administrator of REA, as may reasonably be required, copies of all reports and recommendations made by such consulting chemist or water service laboratory and when required by the Administrator of REA and Central pertinent operating records made by the Authority in connection therewith.

(c) Pay or cause to be paid to Central, or, at the option of the Authority, to the holder of the lease contract, as rental for the D System, a sum equal to the interest on and principal of Central's indebtedness to the Government in respect of the D System (hereinafter called the "D Principal and Interest Rental") and for the facilities hereinabove specifically described in Section 1 of Article I, which amount shall be payable ten (10) days in advance of the

DEEDS

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dates and in the amounts specified for payment by Central to the Government in the Note of Central evidencing such indebtedness; provided, that such payments as to principal shall commence on a date not later than five (5) years following the date of the first advance of funds by the Administrator of REA for the construction of the D System and continue thereafter in each year for not more than thirty (30) years with privilege of acceleration of payments in the inverse order of maturities and the aggregate of the D Principal and Interest Rental payable in each year by the Authority hereunder shall be substantially equal. Interest payments for the first three (3) years shall be paid out of loan proceeds. The Authority may at its option pay at anytime all unpaid balances outstanding under this agreement, with interest to date of payment.

(d) Maintain a stock pile of coal of the value

DEEDS

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of $500,000 by replenishing it at least quarterly to that value.

(e) Promptly perform all of its obligations to Central under this agreement and lease and shall refrain from doing any act which will result in a violation of the D Loan Contract or the Mortgage securing the D Loan.

(f) Return the D System to Central upon expiration of the term of this agreement and lease or upon its termination for any reason, in as good condition as when received, reasonable wear and tear excepted, including the coal stock pile referred to in paragraph (d) of this Section 1 or its value.

(g) All obligations to pay rentals and other financial commitments under this D Lease Contract and under the C Lease Contracts with Central are non-parity or junior obligations within the meaning of the Indenture and are, or were, made for the purpose of acquiring the use of facilities for improvements, extensions and betterments; provided,

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however, that nothing herein contained shall be construed to prevent Central from re-taking possession of the C System or the D System, or both, if the Authority shall fail, because of compliance with the provisions of the Indenture, or otherwise, to make the rental payments herein provided for or to perform any other obligations herein contained; and, provided further, that approval of this Lease Contract by the Administrator of the Rural Electrification Administration shall not be construed as a waiver of the right of foreclosure or any other remedy which may be available to the Administrator under the first mortgage liens over the C System and the D System financed by the Government or of any right available to the Administrator otherwise.

Section 2. Right of Inspection. Duly authorized representatives of Central and the Administrator of REA shall have the right to inspect the D System at all reasonable times and to advise the Authority with respect to the care, maintenance and operation thereof, and the

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Authority agrees to comply with all reasonable requests of Central or the Administrator of REA, in conformity with generally accepted standard practice relating to the operation and maintenance of the D System.

Section 3. Records. The Authority, upon commencement of operation and maintenance of the D System hereunder, shall maintain at its principal office and as part of its records, complete accounting records of the D System in accordance with the Federal Power Commission Uniform System of Accounts, including, without limitation, records of the electric plant accounts including all capital additions and retirements, and cost records of the operation and maintenance of the D System, which shall be available for inspection by the duly authorized representatives of Central and the Administrator of REA at all reasonable times.

Section 4. Reports. The Authority shall submit to Central and the Administrator of REA such reports of the operation and maintenance of the D System as Central and the Administrator of REA may from time to time prescribe.

Section 5. Payments to Government. Central shall apply any D Principal and Interest Rental paid by

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the Authority to it, immediately upon payment thereof, to the payment of the interest on and the principal of the indebtedness of Central to the Government in respect to the D System, whether or not such interest and principal shall have become due and payable by the terms of the Note evidencing such indebtedness or any other agreement in respect thereof.

ARTICLE III

Transmission, Sale and Delivery of Power

Section 1. Use of the D System. The entire generating and transmission capacities of the D System shall be available at all times to serve the electric power and energy requirements of Central. The Authority may use any portion of such capacity as is not required by Central to serve its members.

Section 2. Sale and Delivery of Power. Upon the termination of the A-B and C Agreements, for the remainder of the life of this contract the Authority shall sell and deliver to Central and Central shall purchase and receive annually from the Authority 600,000,000 kilowatt-hours of energy which shall be supplied at Central's then existing total load factor and continuous load characteristics or at some other load

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factor and characteristics as may be mutually agreed upon. If the Authority shall exercise the option to purchase the D System granted in Article IV, Section 2 of this Agreement and Lease, the Authority shall, nevertheless, sell and deliver and Central shall purchase and receive the aforementioned amount of electric power and energy for the balance of the term of the D Power Contract as specified in Section 15 thereof, delivered at the primary voltage side of such distribution substations of Central's members as Central may from time to time designate.

ARTICLE IV

Miscellaneous

Section 1. Effective Date and Term. This agreement and lease shall become effective as of the date hereof when approved in writing by the Administrator of REA and when an allotment of funds has been made by him to finance the facilities herein mentioned and shall continue in force until the expiration of thirty (30) years after the steam-electric generating plant is placed in commercial operation but in no event more than thirty-five (35) years from the effective date hereof; provided, however, that the Authority shall have the

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right to renew this agreement and lease for an additional five (5) year term by giving notice in writing of its intention thereof not less than twelve (12) months prior to the expiration of the initial term of this agreement and lease.

Section 2. Option to Purchase the D System. Central hereby grants to the Authority the exclusive right, at the option of the Authority, to purchase the D System at any time during the term of this agreement and lease for a sum equal to Central's indebtedness to the Government in respect of the D System remaining outstanding at the time of the exercise of such option. Upon the Authority's election to exercise its option to purchase and upon the payment by the Authority of the balance due on Central's indebtedness to the Government in respect to the D System in a lump sum or at the conclusion of equal annual payments if such plan be placed into effect, the entire D System and all facilities constructed under the financing provided in this Contract shall vest in the Authority free and clear of all liens and encumbrances without the necessity of conveyance documents of any kind being executed.

Section 3. Specific Performance. The Authority

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and Central agree that in the event of a breach of any material provision hereof, the Authority or Central, as the case may be, shall, in addition to any other remedy at law or in equity or by statute available to it, be entitled to a decree for specific performance hereof according to the terms of this agreement and lease.

Section 4. Uncontrollable Forces. Neither party shall be considered to be in default in respect of any obligation hereunder if prevented from fulfulling such obligation by reason of uncontrollable forces, the term "uncontrollable forces" being deemed for the purpose of this agreement and lease to mean any cause beyond the control of the parties affected, including, but not limited to, failure of facilities, floods, earthquakes, storms, lightning, fires, epidemics, wars, riots, civil disturbances, labor disturbances, sabotage, and restraint by court or public authority, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligation by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

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Section 5. Successors and Assigns. This agreement and lease shall apply to and be binding upon the successors and assigns of the parties hereto as fully as if the words "successors and assigns" were written herein wherever reference to Central and the Authority occurs in this agreement. This agreement and lease shall not be assigned by either party without the written consent of the other, except that it may be assigned without the consent of the Authority, by Central to the Government represented by the Administrator of REA and its successors as additional security under the mortgage securing the D System loan and to any purchaser of the D System upon foreclosure of said mortgage in the event of default by Central thereunder.

Section 6. Termination and Recapture. Notwithstanding any other provision hereof, if during the life of this agreement and lease, the Authority's System shall be sold or leased to another entity, or if power rates to Central should be increased at any time or by any method other than in accordance with the provisions for periodic rate review contained in Section 6 of the D Power Contract of even date, Central may, at its option, and with the approval of the Administrator of REA,

DEEDS

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terminate said power contract and the lease of the D System and the Authority's option to purchase the same shall cease. In such event, Central shall pay to the Authority the excess, if any, of book value of the D System over the principal remaining to be paid on the loan for the construction of the D System; if, however, the book value shall be less than the principal remaining to be paid on the loan, the Authority shall pay the difference to Central. In any event, the Authority shall pay to Central interest on the D Loan up to date when possession is acquired by Central. "Book Value" shall mean original cost including capitalized replacements less depreciation, provided, however, depreciation on the steam-electric generating plant shall not be at individual rates calculating a composite rate of less than 2.52 percent per year, on depreciable plant, figured on a straight-line basis. An average rate of not less than 2.74 percent, on the depreciable transmission facilities, per year shall be used. Notice of election to exercise said option shall be given by Central to the Authority or its lessee or purchaser within six (6) months after written notice has been received by Central of the happening of the event giving

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rise to the option. In the event of termination of this agreement and lease under this section, Central shall be entitled to resume possession of the D System and the Authority shall be relieved of any obligation hereunder to make payments on account of the D Principal and Interest Rental due after the effective date of termination, and shall likewise be relieved of all obligations for operating and maintaining the D System.

In the event Central exercises its option to terminate the lease and power contract as aforesaid, the Authority, its lessee or purchaser, shall be obligated to wheel power and energy from the Plant over the Authority's System at a reasonable rate, and the Authority shall require its lessee or purchaser to assume such obligation.

Section 7. Other Agreements. Existing agreements between Central and the Authority shall continue in force according to their terms except as to the extent herein modified.

IN WITNESS WHEREOF, the Authority, pursuant to a resolution duly adopted by its Board of Directors, has caused this agreement and lease to be executed by its Chairman and its seal to be affixed by its Secretary

DEEDS

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and Central, pursuant to a resolution duly adopted by its Board of Trustees, has caused this agreement to be executed by its President and its corporate seal to be affixed by its Secretary, all as of the day and year first above written.

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY

BY (signed) E. Lee Skipper
E. LEE SKIPPER, CHAIRMAN

Seal

Attest:

(signed) L. P. Dorman
Secretary

Witnesses:

(signed) J. B. Thomason

(signed) H. N. Cyrus

CENTRAL ELECTRIC POWER COOPERATIVE, INC.

BY (signed) D. M. Grainger
PRESIDENT

Seal

Attest:

(signed) R. B. Dinkins
Secretary

Witnesses:

(signed) Carlisle Roberts

(signed) E. V. Lewis

DEEDS

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(Conformed Copy) 58AT

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

Personally appeared J. B. Thomason who being duly sworn says that he saw E. Lee Skipper as Chairman of South Carolina Public Service Authority and L. P. Dorman as Secretary sign, attest, affix the Authority's seal and as the act and deed of South Carolina Public Service Authority deliver the foregoing Lease Contract; and that he with H. N. Cyrus witnessed the execution thereof.

Sworn to before me this

29th day of April, 1963.

(signed) Edith G. Ficken (L.S.) (signed) J. B. Thomason
Notary Public for South Carolina
My commission expires at the
pleasure of the Governor.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

Personally appeared E. V. Lewis who being duly sworn says that he saw D. M. Grainger as President of Central Electric Power Cooperative, Inc. and R. B. Dinkins as Secretary sign, attest, affix the Corporate seal and as the act and deed of Central Electric Power Cooperative, Inc. deliver the foregoing Lease Contract; and that he with Carlisle Roberts witnessed the execution thereof.

Sworn to before me this

25 day of April, 1963.

(signed) Carlisle Roberts (L.S.) (signed) E. V. Lewis
Notary Public for South Carolina
My Commission expires at the
pleasure of the Governor.

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(Conformed Copy

ASSIGNMENT

Effective upon the making of the D Loan to Central Electric Power Cooperative, Inc., by the Administrator of the Rural Electrification Administration, Central Electric Power Cooperative, Inc., assigns and sets over to United States of America (hereinafter called the "Government") all of its rights, title and interest in and to the within agreement as additional security for the repayment of the indebtedness of Central Electric Power Cooperative, Inc., to the Government arising out of the D Loan Contract.

CENTRAL ELECTRIC POWER COOPERATIVE, INC.

By (signed) D. M. Grainger
President

Seal

Attest:

(signed) R. B. Dinkins
Secretary

Witnesses:

(signed) Carlisle Roberts

(signed) E. V. Lewis

DEEDS

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(Conformed Copy)

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

Personally appeared E. V. Lewis who being duly sworn says that he saw D. M. Grainger as President of Central Electric Power Cooperative, Inc. and R. B. Dinkins as Secretary sign, attest, affix the Corporate seal and as the act and deed of Central Electric Power Cooperative, Inc. deliver the foregoing Assignment; and that he with Carlisle Roberts witnessed the execution thereof.

Sworn to before me this

25 day of April, 1963

(signed) Carlisle Roberts (L.S.)
Notary Public for South Carolina
My commission expires at the
pleasure of the Governor.

Signed E. V. Lewis

DEEDS

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(Conformed Copy) 58A2

EXHIBIT I

DESCRIPTION OF STEAM ELECTRIC GENERATING PLANT

1. Location

The proposed steam electric generating plant is to be located on a site at Conway, South Carolina, adjacent to the Myrtle Beach expressway and alongside the Waccamaw River, from which condenser cooling water normally will be obtained. A cooling pond is included to assure an adequate supply of water for those infrequent periods when flow in the river is below normal.

Water delivered from the condensers to the pond will be cooled by evaporation from the pond surface. All water entering the circulating water system will first pass from the river through a screen house equipped with traveling screens for removing debris from the water.

A railroad spur will be constructed into the site to provide shipping facilities for materials during construction and for coal and supplies when the plant goes into operation.

2. Plant

The new plant will comprise two 75,000-kw reheat steam-turbine-driven generating units, each supplied with steam at 1800 psig. and 1000/1000° F at the throttle from its own boiler where steam will be generated. The turbines will be tandem compounded and exhaust to a condenser maintaining a

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vacuum of 2-1/2-inch Hg absolute with water at 85° F entering the condenser tubes. The condensers will be complete with circulating water pumps, condensate pumps, hot well and steam jet air removal equipment.

The foundations will be of reinforced concrete with pile support. The building will house the turbine generators and their auxiliaries while the boilers and auxiliaries, except for the coal pulverizing mills, will be outside the building. The building will also house offices, storage areas, locker rooms, machine shops, laboratories, the main turbine room crane and the main control room.

The boiler plant equipment includes two steam generating units, each with steam-operated soot blowers, coal pulverizing mills, forced- and induced-draft fans, coal bunkers, coal and ash handling equipment, boiler feedwater treating equipment, automatic boiler control system, boiler feed pumps, feedwater heaters, electrostatic dust collectors and self-supporting stacks.

The coal handling equipment will be adequate to supply the units on a one shift basis, with provision to increase the rating if additional units are added to the station. The coal handling system will include a track hopper, coal feeder and conveying belts to take coal from the track hopper and deliver it via a crusher, either to the bunkers in the boiler plant or to a stockpile in the outside coal storage area where it can be

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DEEDS

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reclaimed by bulldozer or a tractor-drawn carryall scraper bucket.

The air-conditioned control room will provide a focal point from which the operators will supervise and control the operation of the equipment, and where data on plant operation will be recorded for calculating daily plant and equipment efficiencies.

All equipment will be supplied with piping and valves suitable for the service. Piping will be adequately supported and insulated.

The electrical system will include the main generators and their exciters, main step-up transformers, station auxiliary transformers, generator circuit breakers, high- and low-voltage switchgear for motor-driven auxiliaries, building lighting, station service, signal and telephone system, all with the necessary cables, wiring in conduits or trays as required.

DEEDS

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BOOK 133

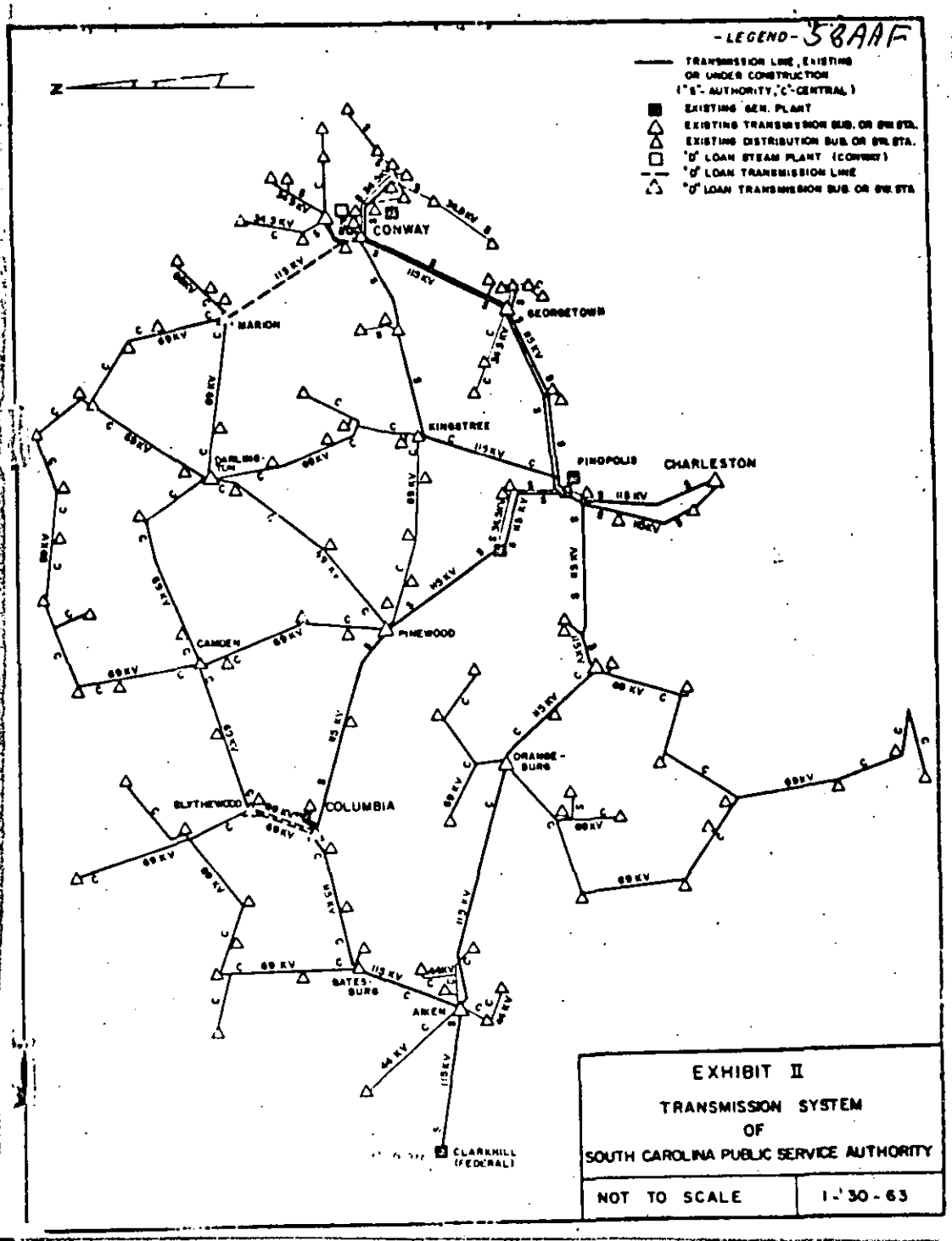

EXHIBIT II

TRANSMISSION SYSTEM OF SOUTH CAROLINA PUBLIC SERVICE AUTHORITY

NOT TO SCALE | 1-30-63

DEEDS

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EXHIBIT III

DESCRIPTION OF RELATED TRANSMISSION FACILITIES

1.	Pinewood Transformer -	Consists of the relocation of one (1) 10/12.5 MVA, 115/69 KV auto-transformer; installation of one (1) new 3ø, 25/33/42 MVA, OA/FA/FOA, 115/69 KV auto-transformer with load tap changing and necessary metering equipment.
2.	Marion Substation -	Consists of a new steel structure substation complete, with one (1) 3ø, 25/33/42 MVA, OA/FA/FOA auto-transformer with load tap changing and oil circuit breakers.
3.	Conway-Marion 115 KV Line -	Consists of approximately 40.0 miles of 115 KV transmission line, 336 MCM ACSR between Conway Primary Substation and Marion Substation.
4.	Change-out of Oil Circuit Breakers at Pinopolis -	Consists of Changing out fifteen (15) 115 KV oil circuit breakers and replacing with fifteen (15) new 115 KV oil circuit breakers rated at 5,000 MVA.
5.	Additions to Conway Substation -	Consists of the necessary modifications to the Conway Primary Substation in order to terminate the two (2) new 115 KV lines from the Conway Steam Plant, and the line from Marion.
6.	Plant-Conway 115 KV Double Circuit Line on 3 CKt. Towers -	Consists of approximately 2.0 miles each (4.0 miles total) of 115 KV line, 556 MCM ACSR between Conway Steam Plant and Conway Primary Substation on steel towers capable of carrying 3 circuits, the 3rd circuit to be added by the Authority when needed, together with relocation of lines as necessary at Conway Steam Plant Site.
7.	Microwave Communications Equipment -	Consists of necessary microwave communications equipment for communications between Conway Steam Plant, Pinopolis Plants, Myrtle Beach Gas Turbines and the system dispatching office in Monck's Corner, including terminal facilities, and repeater station near Georgetown.

DEEDS

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DESCRIPTION OF RELATED TRANSMISSION FACILITIES
(continued)

8.	Columbia-Blythewood 69 KV Double Circuit Line -	Consists of approximately 15.0 miles each (30.0 miles total) of 69 KV line, 267 MCM ACSR between Columbia Substation and Blythewood Switching station.
9.	Columbia Substation -	Consists of a new steel structure substation complete, with one (1) 3Ø, 25/33/42 MVA, OA/FA/FOA auto-transformer with load tap changing and oil circuit breakers.
10.	Blythewood Switching Station -	Consists of a new steel structure 69 KV switching station with air break switches.
11.	Aiken Transformer	Consists of the addition of one (1) new 3Ø, 25/33/42 MVA, OA/FA/FOA, 115/46 KV transformer with load tap changing, necessary bus and metering equipment, as engineering studies may indicate to be needed.

All improvements under the D Lease Contract are estimated to cost approximately $33,257,300.

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DEEDS

BOOK 133

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INDENTURE, made this 30th day of October, 19 63, by and between Henry C. Crosby

of the Community of Ashepoo, 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 No. 17 and is bounded

Northerly by lands of Ashepoo River Easterly by lands of U. S. Hwy. 17

Southerly by lands of White House Plantation Road Westerly by lands of Marshall Durham

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: Install two poles and necessary conductors, for a distance of approximately 175 feet in a westerly direction, starting at U. S. Hwy. 17 to serve Henry C. Crosby's residence.

This tract of land contains 3.9 acres.

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:

Jasper C. Smith — Henry C. Crosby (SEAL)

Harry C. Hutson, Jr. — (SEAL)

(SEAL)

Recorded 12/12/63 9 A. M. (SEAL)

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Form SW-4-S.C.-1-58

DEEDS

(4)

State of South Carolina,
County of Colleton } ss

Personally appeared before me Harry C. Hutson, Jr.
and made oath that he saw the within named Henry C. Crosby sign, seal and as his act and deed deliver the within R/W instrument for the uses and purposes therein mentioned, and that he with Jasper C. Smith in the presence of each other, witnessed the due execution thereof.

Harry C. Hutson, Jr.

Sworn to before me this 31st day of October, 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 _____ } 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 _____

BOOK 133

(1)

62

L. J. O. Craven Tract

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF ~~SOUTH CAROLINA~~ Oklahoma

COUNTY OF Tulsa

KNOW ALL MEN BY THESE PRESENTS:

that Phillips Investment Corporation.

of Tulsa Oklahoma County, State of ~~South Carolina~~, hereinafter called grantor (whether one or more and referred to in the singular number and masculine gender), for and in consideration of the sum of One and No/100 Dollars $ 1.00 and other good and valuable considerations, paid by John W. Phillips, hereinafter called grantee the receipt of which is hereby acknowledged, has granted, sold and conveyed by these presents does grant, sell and convey unto said grantee an undivided One-twentieth (1/20th) interest in and to all of the oil, gas and other minerals of every kind and character in, on or under that certain tract or parcel of land situated in the County of Colleton, State of South Carolina, and described as follows:

All those certain tracts of land situated in the County of Colleton, South Carolina, containing 202 acres, more or less, which were conveyed to L. J. O. Craven and Iva W. Craven, his wife, by the following deeds:

Deed from Mrs. Annie Wilson, Hazel Wilson Spell, Lewis Wilson and Annie Lee Wilson to Iva Wilson Craven, recorded in Book 74 at Page 487, R.M.C. Office for Colleton County, S. C.

Deed from T. D. Smoak to L. J. Craven, recorded in Book 82 at Page 67, R.M.C. Office for Colleton County, S. C.

Deed from J. D. Williams to L. J. Craven, recorded in Book 76 at Page 370, R.M.C. Office for Colleton County, S. C.

This conveyance is subject to an Oil and Gas Lease dated August 26, 1944 to Ryan and Kelley, Ryan Oil Company, Evansville, Indiana.

Consideration less than $100 no documentary stamps required

TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals in, on and under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees, unto said grantee, his heirs, successors and assigns, forever; and grantor herein for himself and his heirs, executors and administrators hereby agrees to warrant and forever defend all land singular the said interest in said minerals, unto the said grantee, his heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee shall have the right at any time (but is not required) to redeem for Grantor by Payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Grantor, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, of any, heretofore made or being contemporaneously made from grantor to grantee; but, for the same consideration hereinabove mentioned, grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and convey unto grantee, his heirs, successors and assigns, the same undivided interest (as the undivided interest hereinabove conveyed in the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto grantee, his heirs, successors and assigns.

IN WITNESS WHEREOF WE SIGN, this the 1st day of June, 19 63

Signed, sealed and delivered in the presence of:

PHILLIPS INVESTMENT CORPORATION

(SEAL) Secretary (SEAL) President (SEAL)

(SEAL) (SEAL) (SEAL)

(SEAL) (SEAL) (SEAL)

(SEAL) 12-14-63 (SEAL)

Corporation Acknowledgment - South Carolina

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

On this the 1st day of June, 1963, before me, a Notary Public, the undersigned officer, personally appeared Donald M. Phillips, who acknowledge himself to be the president of Phillips Investment Corporation, a corporatio and that he, as such president, being authorized so to do, executed the for going instrument for the purposes therein contained, by signing the name of the corporation by himself as president.

In witness whereof I hereunto set my hand and official seal.

James A. Richards - seal affixed
Notary Public - Oklahoma

My Commission expires March 20, 1967.

BOOK 133

2.

63

Ray Jackson Tract

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF ~~SOUTH CAROLINA~~ OKLAHOMA

COUNTY OF Tulsa

KNOW ALL MEN BY THESE PRESENTS:

that Phillips Investment Corporation

of Tulsa County, State of ~~South Carolina~~ Oklahoma, hereinafter called grantor (whether one or more and referred to in the singular number and masculine gender), for and in consideration of the sum of One and No/100 Dollars $ 1.00 and other good and valuable considerations, paid by John W. Phillips, hereinafter called grantee the receipt of which is hereby acknowledged, has granted, sold and conveyed by these presents does grant, sell and convey unto said grantee an undivided One-twentieth (1/20th) interest in and to all of the oil, gas and other minerals of every kind and character in, on or under that certain tract or parcel of land situated in the County of Colleton, State of South Carolina, and described as follows:

All that certain tract of land situated in Colleton County, South Carolina, containing 63 acres, more or less, which was conveyed to Ray Jackson by the following deeds:

Deed from Mrs. B. E. Jackson and Bobbie Jackson to Ray Jackson deed recorded in Book 77 at page 411, R.M.C. Office for Colleton County, South Carolina.

This conveyance is subject to an oil and gas lease executed August 18, 1944 to Ryan and Kelley, Ryan Oil Company, Evansville, Indiana.

Consideration less than $100 no documentary stamps required

TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals in, on and under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees, unto said grantee, his heirs, successors and assigns, forever; and grantor herein for himself and his heirs, executors and administrators hereby agrees to warrant and forever defend all land singular the said interest in said minerals, unto the said grantee, his heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee shall have the right at any time (but is not required) to redeem for Grantor by Payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Grantor, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, of any, heretofore made or being contemporaneously made from grantor to grantee; but, for the same consideration hereinabove mentioned, grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and convey unto grantee, his heirs, successors and assigns, the same undivided interest (as the undivided interest hereinabove conveyed in the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto grantee, his heirs, successors and assigns.

IN WITNESS WHEREOF WE SIGN, this the 1st day of June, 19 63

Signed, sealed and delivered in the presence of:

PHILLIPS INVESTMENT CORPORATION

Secretary (SEAL) President (SEAL)

(SEAL) (SEAL) (SEAL)

(SEAL) 12-14-63 (SEAL) (SEAL)

[illegible] - South Carolina

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

On this the 1st day of June, 1963, before me, a Notary Public, the undersigned officer, personally appeared Donald M. Phillips, who acknowledges himself to be the president of Phillips Investment Corporation, a corporation and that he, as such president, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as president.

In witness whereof I hereunto set my hand and official seal.

James A. Richards - seal affixed
Notary Public - Oklahoma

My Commission expires March 20, 1967.

BOOK 133

3.

64

L Dandridge Tract

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF ~~SOUTH CAROLINA~~ OKLAHOMA

COUNTY OF Tulsa

KNOW ALL MEN BY THESE PRESENTS:

that Phillips Investment Corporation

of Tulsa County, State of ~~South Carolina~~ Oklahoma, hereinafter called grantor (whether one or more and referred to in the singular number and masculine gender), for and in consideration of the sum of One and No/100 Dollars $ 1.00 and other good and valuable considerations, paid by John W. Phillips, hereinafter called grantee the receipt of which is hereby acknowledged, has granted, sold and conveyed by these presents does grant, sell and convey unto said grantee an undivided One-Twentieth (1/20th) interest in and to all of the oil, gas and other minerals of every kind and character in, on or under that certain tract or parcel of land situated in the County of Colleton, State of South Carolina, and described as follows:

All that piece, parcel or tract of land situated, lying and being in Sherman Township State and County State and County aforesaid containing 120 acres, more or less and bounded as follows; On the North by lands of A. E. Rump formerly, on the East by lands of Mrs. Annie Muckenfuss and of E. Addison, on the South by Run of Horse Pen Branch, on the West by lands of Eva Durant.

This conveyance is subject to an Oil and Gas Lease executed September 22, 1944 to Ryan and Kelley, Ryan Oil Company, Evansville, Indiana.

Non-Negotiable Form
Documentary
Stamps required

TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals in, on and under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees, unto said grantee, his heirs, successors and assigns, forever; and grantor herein for himself and his heirs, executors and administrators hereby agrees to warrant and forever defend all land singular the said interest in said minerals, unto the said grantee, his heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee shall have the right at any time (but is not required) to redeem for Grantor by Payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Grantor, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, of any, heretofore made or being contemporaneously made from grantor to grantee; but, for the same consideration hereinabove mentioned, grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and convey unto grantee, his heirs, successors and assigns, the same undivided interest (as the undivided interest hereinabove conveyed in the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto grantee, his heirs, successors and assigns.

IN WITNESS WHEREOF WE SIGN, this the 1st day of June, 1963

Signed, sealed and delivered in the presence of:

PHILLIPS INVESTMENT CORPORATION

(SEAL) Secretary (SEAL) President

(SEAL) (SEAL) (SEAL)

(SEAL) (SEAL) (SEAL)

(SEAL) 12-14-63 (SEAL) (SEAL)

DEEDS

Corporation Acknowledgment - South Carolina

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

On this the 1st day of June, 1963, before me, a Notary Public, the undersigned officer, personally appeared Donald N. Phillips, who acknowledged himself to be the president of Phillips Investment Corporation, a corporation and that he, as such president, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as president.

In witness whereof I hereunto set my hand and official seal.

James A. Richards - seal affixed
Notary Public - Oklahoma

My Commission expires March 20, 1967.

BOOK 133

65

C F Byrd Tract

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF ~~SOUTH CAROLINA~~ Oklahoma

COUNTY OF Tulsa

KNOW ALL MEN BY THESE PRESENTS:

that Phillips Investment Corporation

of Tulsa County, State of ~~South Carolina~~ Oklahoma, hereinafter called grantor (whether one or more and referred to in the singular number and masculine gender), for and in consideration of the sum of One and No/100 Dollars $ 1.00 and other good and valuable considerations, paid by John W. Phillips hereinafter called grantee the receipt of which is hereby acknowledged, has granted, sold and conveyed by these presents does grant, sell and convey unto said grantee an undivided One-twentieth (1/20th) interest in and to all of the oil, gas and other minerals of every kind and character in, on or under that certain tract or parcel of land situated in the County of Colleton State of South Carolina, and described as follows:

All those certain tracts of land situated in Colleton County, South Carolina, containing 141½ acres, more or less, which was conveyed to C. F. Byrd, by the following Deeds:

Deed from T. D. Byrd to C. F. Byrd, recorded in Book 91 at page 22, R.M.C. Office for Colleton County, S. C.

Deed from Farmers & Merchants Bank to C. F. Byrd, recorded in Book 72 at Page 450, R.M.C. Office for Colleton County, S. C.

Deed from Walterboro Motor Sales Co. to C. F. Byrd, recorded in Book 59 at Page 350, R.M.C. Office for Colleton County, S. C.

Deed from Farmers & Merchants Bank to C. F. Byrd, recorded in Book 68 at Page 544, R.M.C. Office for Colleton County, S. C.

This conveyance is subject to an Oil and Gas Lease executed June 26, 1944 to Ryan and Kelley, Ryan Oil Company, Evansville, Indiana

Consideration less than $100 no documentary stamps required

TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals in, on and under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees, unto said grantee, his heirs, successors and assigns, forever; and grantor herein for himself and his heirs, executors and administrators hereby agrees to warrant and forever defend all land singular the said interest in said minerals, unto the said grantee, his heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee shall have the right at any time (but is not required) to redeem for Grantor by Payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Grantor, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, of any, heretofore made or being contemporaneously made from grantor to grantee; but, for the same consideration hereinabove mentioned, grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and convey unto grantee, his heirs, successors and assigns, the same undivided interest (as the undivided interest hereinabove conveyed in the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto grantee, his heirs, successors and assigns.

IN WITNESS WHEREOF WE SIGN, this the 1st day of June, 19 63

Signed, sealed and delivered in the presence of:

ATTEST: Secretary (SEAL)

PHILLIPS INVESTMENT CORPORATION

Howard M. Phillips (SEAL) President (SEAL)

(SEAL) (SEAL) (SEAL)

(SEAL) (SEAL) (SEAL)

(SEAL) 12-14-63 (SEAL) (SEAL)

DEEDS

Corporation Acknowledgment - South Carolina

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

On this the 1st day of June, 1963, before me, a Notary Public, the undersigned officer, personally appeared Donald M. Phillips, who acknowledged himself to be the president of Phillips Investment Corporation, a corporati[illegible] and that he, as such president, being authorized so to do, executed the for[illegible] going instrument for the purposes therein contained, by signing the name of the corporation by himself as president.

In witness whereof I hereunto set my hand and official seal.

James A. Richards - seal affixed
Notary Public - Oklahoma

My Commission expires March 20, 1967

BOOK 133

5

66

L. J. O. Craven Tract

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF ~~SOUTH CAROLINA~~ Oklahoma

COUNTY OF Tulsa

KNOW ALL MEN BY THESE PRESENTS:

that Phillips Investment Corporation

of Tulsa County, State of ~~South Carolina~~ Oklahoma, hereinafter called grantor (whether one or more and referred to in the singular number and masculine gender), for and in consideration of the sum of One and No/100 Dollars $ 1.00 and other good and valuable considerations, paid by Paul M. Phillips, hereinafter called grantee the receipt of which is hereby acknowledged, has granted, sold and conveyed by these presents does grant, sell and convey unto said grantee an undivided One-twentieth (1/20th) interest in and to all of the oil, gas and other minerals of every kind and character in, on or under that certain tract or parcel of land situated in the County of Colleton, State of South Carolina, and described as follows:

All those certain tracts of land situated in the County of Colleton, South Carolina, containing 202 acres, more or less, which were conveyed to L. J. O. Craven and Iva W. Craven, his wife, by the following deeds:

Deed from Mrs. Annie Wilson, Hazel Wilson Spell, Lewis Wilson and Annie Lee Wilson to Iva Wilson Craven, recorded in Book 74 at Page 487, R.M.C. Office for Colleton County, S. C.

Deed from T. D. Smoak to L. J. Craven, recorded in Book 82 at Page 67, R.M.C. Office for Colleton County, S. C.

Deed from J. D. Williams to L. J. Craven, recorded in Book 76 at Page 370, R.M.C. Office for Colleton County, S. C.

This conveyance is subject to an Oil and Gas Lease dated August 26, 1944 to Ryan and Kelley, Ryan Oil Company, Evansville, Indiana.

Consideration less than $100 no documentary stamps required

TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals in, on and under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees, unto said grantee, his heirs, successors and assigns, forever; and grantor herein for himself and his heirs, executors and administrators hereby agrees to warrant and forever defend all land singular the said interest in said minerals, unto the said grantee, his heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee shall have the right at any time (but is not required) to redeem for Grantor by Payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Grantor, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, if any, heretofore made or being contemporaneously made from grantor to grantee; but, for the same consideration hereinabove mentioned, grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and convey unto grantee, his heirs, successors and assigns, the same undivided interest (as the undivided interest hereinabove conveyed in the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto grantee, his heirs, successors and assigns.

IN WITNESS WHEREOF WE SIGN, this the 1st day of June, 19 63.

Signed, sealed and delivered in the presence of:

ATTEST: (SEAL) Secretary

PHILLIPS INVESTMENT CORPORATION

(SEAL) President (SEAL)

(SEAL) (SEAL) (SEAL)

(SEAL) 12-14-63 (SEAL) (SEAL)

STATE OF OKLAHOMA }
COUNTY OF TULSA } ss.

On this the 1st day of June, 1963, before me, a Notary Public, the undersigned officer, personally appeared Donald M. Phillips, who acknowledged himself to be the president of Phillips Investment Corporation, a corporati, and that he, as such president, being authorized so to do, executed the for going instrument for the purposes therein contained, by signing the name of the corporation by himself as president.

In witness whereof I hereunto set my hand and official seal.

James A. Richards - seal affixed
Notary Public - Oklahoma

My Commission expires March 20, 1967

BOOK 133

67

6.

Ray Jackson Tract

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF ~~SOUTH CAROLINA~~ OKLAHOMA

COUNTY OF Tulsa

KNOW ALL MEN BY THESE PRESENTS:

that Phillips Investment Corporation

of Tulsa County, State of ~~South Carolina~~ Oklahoma, hereinafter called grantor (whether one or more and referred to in the singular number and masculine gender), for and in consideration of the sum of One and No/100 Dollars $ 1.00 and other good and valuable considerations, paid by Paul M. Phillips, hereinafter called grantee the receipt of which is hereby acknowledged, has granted, sold and conveyed by these presents does grant, sell and convey unto said grantee an undivided One-twentieth (1/20th) interest in and to all of the oil, gas and other minerals of every kind and character in, on or under that certain tract or parcel of land situated in the County of Colleton, State of South Carolina, and described as follows:

All that certain tract of land situated in Colleton County, South Carolina, containing 63 acres, more or less, which was conveyed to Ray Jackson by the following deeds:

Deed from Mrs. H. E. Jackson and Bobbie Jackson to Ray Jackson dead recorded in Book 77 at page 411, R.M.C. Office for Colleton County, South Carolina.

This conveyance is subject to an oil and gas lease executed August 18, 1944 to Ryan and Kelley, Ryan Oil Company, Evansville, Indiana.

Consideration less than $100.00 documentary stamps required

TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals in, on and under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees, unto said grantee, his heirs, successors and assigns, forever; and grantor herein for himself and his heirs, executors and administrators hereby agrees to warrant and forever defend all land singular the said interest in said minerals, unto the said grantee, his heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee shall have the right at any time (but is not required) to redeem for Grantor by Payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Grantor, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, of any, heretofore made or being contemporaneously made from grantor to grantee; but, for the same consideration hereinabove mentioned, grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and convey unto grantee, his heirs, successors and assigns, the same undivided interest (as the undivided interest hereinabove conveyed in the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto grantee, his heirs, successors and assigns.

IN WITNESS WHEREOF WE SIGN, this the 1st day of June, 19 63

Signed, sealed and delivered in the presence of:

PHILLIPS INVESTMENT CORPORATION

(SEAL) (SEAL) (SEAL)

Secretary President

(SEAL) (SEAL) (SEAL)

(SEAL) 12-14-63 (SEAL) (SEAL)

(SEAL) 9a

Corporation Acknowledgment - South Carolina

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

On this the 1st day of June, 1963, before me, a Notary Public, the undersigned officer, personally appeared Donald M. Phillips, who acknowledged himself to be the president of Phillips Investment Corporation, a corporation, and that he, as such president, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as president.

In witness whereof I hereunto set my hand and official seal.

James A. Richards - seal affixed
Notary Public - Oklahoma

My Commission expires March 20, 1967

BOOK 133

7

68

L Dandridge Tract

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF ~~SOUTH CAROLINA~~ OKLAHOMA

COUNTY OF Tulsa

KNOW ALL MEN BY THESE PRESENTS:

that Phillips Investment Corporation

of Tulsa County, State of ~~South Carolina~~ Oklahoma, hereinafter called grantor (whether one or more and referred to in the singular number and masculine gender), for and in consideration of the sum of One and No/100 Dollars $ 1.00 and other good and valuable considerations, paid by Paul M. Phillips, hereinafter called grantee the receipt of which is hereby acknowledged, has granted, sold and conveyed by these presents does grant, sell and convey unto said grantee an undivided One-Twentieth (1/20th) interest in and to all of the oil, gas and other minerals of every kind and character in, on or under that certain tract or parcel of land situated in the County of Colleton, State of South Carolina, and described as follows:

All that piece, parcel or tract of land situated, lying and being in Sherman Township State and County State and County aforesaid containing 120 acres, more or less and bounded as follows; On the North by lands of A. E. Rump formerly, on the East by lands of Mrs. Annie Muckenfuss and of E. Addison, on the South by Run of Horse Pen Branch, on the West by lands of Eva Durant.

This conveyance is subject to an Oil and Gas Lease executed September 22, 1944 to Ryan and Kelley, Ryan Oil Company, Evansville, Indiana.

Consideration less than £100 no documentary stamps required

TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals in, on and under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees, unto said grantee, his heirs, successors and assigns, forever; and grantor herein for himself and his heirs, executors and administrators hereby agrees to warrant and forever defend all land singular the said interest in said minerals, unto the said grantee, his heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee shall have the right at any time (but is not required) to redeem for Grantor by Payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Grantor, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, of any, heretofore made or being contemporaneously made from grantor to grantee; but, for the same consideration hereinabove mentioned, grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and convey unto grantee, his heirs, successors and assigns, the same undivided interest (as the undivided interest hereinabove conveyed in the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto grantee, his heirs, successors and assigns.

IN WITNESS WHEREOF WE SIGN, this the 1st day of June, 1963

Signed, sealed and delivered in the presence of:

PHILLIPS INVESTMENT CORPORATION

(SEAL) (SEAL) (SEAL)

Secretary President

(SEAL) (SEAL) (SEAL)

(SEAL) 12-14-63 (SEAL) (SEAL)

DEEDS

Corporation Acknowledgment - South Carolina

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

On this the 1st day of June, 1963, before me, a Notary Public, the undersigned officer, personally appeared Donald M. Phillips, who acknowledged himself to be the president of Phillips Investment Corporation, a corporation, and that he, as such president, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as president.

In witness whereof I hereunto set my hand and official seal.

James A. Richards - seal affixed
Notary Public - Oklahoma

My Commission expires March 20, 1967

BOOK 133

69

8

C F Byrd Tract

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF ~~SOUTH CAROLINA~~ Oklahoma

COUNTY OF Tulsa

KNOW ALL MEN BY THESE PRESENTS:

that Phillips Investment Corporation

of Tulsa County, State of ~~South Carolina~~ Oklahoma, hereinafter called grantor (whether one or more and referred to in the singular number and masculine gender), for and in consideration of the sum of One and No/100 Dollars $ 1.00 and other good and valuable considerations, paid by Paul M. Phillips, hereinafter called grantee the receipt of which is hereby acknowledged, has granted, sold and conveyed by these presents does grant, sell and convey unto said grantee an undivided One-twentieth (1/20th) interest in and to all of the oil, gas and other minerals of every kind and character in, on or under that certain tract or parcel of land situated in the County of Colleton, State of South Carolina, and described as follows:

All those certain tracts of land situated in Colleton County, South Carolina, containing 141½ acres, more or less, which was conveyed to C. F. Byrd, by the following Deeds:

Deed from T. D. Byrd to C. F. Byrd, recorded in Book 91 at page 22, R.M.C. Office for Colleton County, S. C.

Deed from Farmers & Merchants Bank to C. F. Byrd, recorded in Book 72 at Page 450, R.M.C. Office for Colleton County, S. C.

Deed from Walterboro Motor Sales Co. to C. F. Byrd, recorded in Book 59 at Page 350, R.M.C. Office for Colleton County, S. C.

Deed from Farmers & Merchants Bank to C. F. Byrd, recorded in Book 68 at Page 544, R.M.C. Office for Colleton County, S. C.

This conveyance is subject to an Oil and Gas Lease executed June 26, 1944 to Ryan and Kelley, Ryan Oil Company, Evansville, Indiana

Consideration less than $100.00 documentary stamps required

TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals in, on and under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees, unto said grantee, his heirs, successors and assigns, forever; and grantor herein for himself and his heirs, executors and administrators hereby agrees to warrant and forever defend all land singular the said interest in said minerals, unto the said grantee, his heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee shall have the right at any time (but is not required) to redeem for Grantor by Payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Grantor, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, of any, heretofore made or being contemporaneously made from grantor to grantee; but, for the same consideration hereinabove mentioned, grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and convey unto grantee, his heirs, successors and assigns, the same undivided interest (as the undivided interest hereinabove conveyed in the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto grantee, his heirs, successors and assigns.

IN WITNESS WHEREOF WE SIGN, this the 1st day of June, 19 63

Signed, sealed and delivered in the presence of:

ATTEST: (SEAL) Secretary

PHILLIPS INVESTMENT CORPORATION

(SEAL) President

(SEAL) (SEAL) (SEAL)

(SEAL) (SEAL) (SEAL)

(SEAL)

12-14-63

DEEDS

Corporation Acknowledgment - South Carolina

STATE OF OKLAHOMA }
COUNTY OF TULSA } ss.

On this the 1st day of June, 1963, before me, a Notary Public, the undersigned officer, personally appeared Donald M. Phillips, who achonwledged himself to be the president of Phillips Investment Corporation, a corporati[illegible], and that he, as such president, being authorized so to do, executed the foi[illegible] going instrument for the purposes therein contained, by signing the name of [illegible] the corporation by himself as president.

In witness whereof I hereunto set my hand and official seal.

James A. Richards - seal affixed
Notary Public - Oklahoma

My Commission expires March 20, 1967

BOOK 133

9

70

L. J. O. Craven Tract

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF ~~SOUTH CAROLINA~~ Oklahoma

COUNTY OF Tulsa

KNOW ALL MEN BY THESE PRESENTS:

that Phillips Investment Corporation

of Tulsa County, State of ~~South Carolina~~ Oklahoma, hereinafter called grantor (whether one or more and referred to in the singular number and masculine gender), for and in consideration of the sum of One and No/100 Dollars $ 1.00 and other good and valuable considerations, paid by Laurence G. Phillips, hereinafter called grantee the receipt of which is hereby acknowledged, has granted, sold and conveyed by these presents does grant, sell and convey unto said grantee an undivided One-twentieth (1/20th) interest in and to all of the oil, gas and other minerals of every kind and character in, on or under that certain tract or parcel of land situated in the County of Colleton, State of South Carolina, and described as follows:

All those certain tracts of land situated in the County of Colleton, South Carolina, containing 202 acres, more or less, which were conveyed to L. J. O. Craven and Iva W. Craven, his wife, by the following deeds:

Deed from Mrs. Annie Wilson, Hazel Wilson Spell, Lewis Wilson and Annie Lee Wilson to Iva Wilson Craven, recorded in Book 74 at Page 487, R.M.C. Office for Colleton County, S. C.

Deed from T. D. Smoak to L. J. Craven, recorded in Book 82 at Page 67, R.M.C. Office for Colleton County, S. C.

Deed from J. D. Williams to L. J. Craven, recorded in Book 76 at Page 370, R.M.C. Office for Colleton County, S. C.

This conveyance is subject to an Oil and Gas Lease dated August 26, 1944 to Ryan and Kelley, Ryan Oil Company, Evansville, Indiana.

Consideration less than $100 - no documentary stamps required

TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals in, on and under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees, unto said grantee, his heirs, successors and assigns, forever; and grantor herein for himself and his heirs, executors and administrators hereby agrees to warrant and forever defend all land singular the said interest in said minerals, unto the said grantee, his heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee shall have the right at any time (but is not required) to redeem for Grantor by Payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Grantor, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, of any, heretofore made or being contemporaneously made from grantor to grantee; but, for the same consideration hereinabove mentioned, grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and convey unto grantee, his heirs, successors and assigns, the same undivided interest (as the undivided interest hereinabove conveyed in the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto grantee, his heirs, successors and assigns.

IN WITNESS WHEREOF WE SIGN, this the 1st day of June, 19 63

Signed, sealed and delivered in the presence of:

ATTEST: Laurence G. Phillips (SEAL) Secretary

PHILLIPS INVESTMENT CORPORATION

Donald M. Phillips (SEAL) President

(SEAL) 90

(SEAL) 12-14-63

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

DEEDS

Corporation Acknowledgment - South Carolina

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

On this the 1st day of June, 1963, before me, a Notary Public, the undersigned officer, personally appeared Donald M. Phillips, who acknowledged himself to be the president of Phillips Investment Corporation, a corporation, and that he, as such president, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as president.

In witness whereof I hereunto set my hand and official seal.

James A. Richards - seal affixed
Notary Public - Oklahoma

My Commission expires March 20, 1967

BOOK 133

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71

Ray Jackson Tract

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF ~~SOUTH CAROLINA~~ OKLAHOMA

COUNTY OF Tulsa

KNOW ALL MEN BY THESE PRESENTS:

that Phillips Investment Corporation

of Tulsa County, State of ~~South Carolina~~ Oklahoma, hereinafter called grantor (whether one or more and referred to in the singular number and masculine gender), for and in consideration of the sum of One and No/100 Dollars $ 1.00 and other good and valuable considerations, paid by Laurence G. Phillips, hereinafter called grantee the receipt of which is hereby acknowledged, has granted, sold and conveyed by these presents does grant, sell and convey unto said grantee an undivided One-twentieth (1/20th) interest in and to all of the oil, gas and other minerals of every kind and character in, on or under that certain tract or parcel of land situated in the County of Colleton, State of South Carolina, and described as follows:

All that certain tract of land situated in Colleton County, South Carolina, containing 63 acres, more or less, which was conveyed to Ray Jackson by the following deeds:

Deed from Mrs. B. E. Jackson and Bobbie Jackson to Ray Jackson deed recorded in Book 77 at page 411, R.M.C. Office for Colleton County, South Carolina.

This conveyance is subject to an oil and gas lease executed August 18, 1944 to Ryan and Kelley, Ryan Oil Company, Evansville, Indiana.

Consideration less than $100 no documentary stamps required

TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals in, on and under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees, unto said grantee, his heirs, successors and assigns, forever; and grantor herein for himself and his heirs, executors and administrators hereby agrees to warrant and forever defend all land singular the said interest in said minerals, unto the said grantee, his heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee shall have the right at any time (but is not required) to redeem for Grantor by Payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Grantor, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, of any, heretofore made or being contemporaneously made from grantor to grantee; but, for the same consideration hereinabove mentioned, grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and convey unto grantee, his heirs, successors and assigns, the same undivided interest (as the undivided interest hereinabove conveyed in the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto grantee, his heirs, successors and assigns.

IN WITNESS WHEREOF WE SIGN, this the 1st day of June, 19 63

Signed, sealed and delivered in the presence of:

ATTEST: (SEAL) Secretary

PHILLIPS INVESTMENT CORPORATION

(SEAL) President

(SEAL) (SEAL) (SEAL)

(SEAL) (SEAL) (SEAL)

(SEAL) (SEAL)

12-14-63

DEEDS

Corporation Acknowledgment - [illegible]

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

On this the 1st day of June, 1963, before me, a Notary Public, the undersigned officer, personally appeared Donald M. Phillips, who acknowledged himself to be the president of Phillips Investment Corporation, a corporation, and that he, as such president, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as president.

In witness whereof I hereunto set my hand and official seal.

James A. Richards - seal affixed
Notary Public - Oklahoma

My Commission expires March 20, 1967

BOOK 133

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72

L Dandridge Tract

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF ~~SOUTH CAROLINA~~ OKLAHOMA

COUNTY OF Tulsa

KNOW ALL MEN BY THESE PRESENTS:

that Phillips Investment Corporation

of Tulsa County, State of ~~South Carolina~~ Oklahoma, hereinafter called grantor (whether one or more and referred to in the singular number and masculine gender), for and in consideration of the sum of One and No/100 Dollars $ 1.00 and other good and valuable considerations, paid by Laurence G. Phillips, hereinafter called grantee the receipt of which is hereby acknowledged, has granted, sold and conveyed by these presents does grant, sell and convey unto said grantee an undivided One-Twentieth (1/20th) interest in and to all of the oil, gas and other minerals of every kind and character in, on or under that certain tract or parcel of land situated in the County of Colleton, State of South Carolina, and described as follows:

All that piece, parcel or tract of land situated, lying and being in Sherman Township State and County State and County aforesaid containing 120 acres, more or less and bounded as follows; On the North by lands of A. E. Rump formerly, on the East by lands of Mrs. Annie Muckenfuss and of E. Addison, on the South by Run of Horse Pen Branch, on the West by lands of Eva Durant.

This conveyance is subject to an Oil and Gas Lease executed September 22, 1944 to Ryan and Kelley, Ryan Oil Company, Evansville, Indiana.

Consideration less than $100 - documentary stamps required

TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals in, on and under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees, unto said grantee, his heirs, successors and assigns, forever; and grantor herein for himself and his heirs, executors and administrators hereby agrees to warrant and forever defend all land singular the said interest in said minerals, unto the said grantee, his heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee shall have the right at any time (but is not required) to redeem for Grantor by Payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Grantor, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, of any, heretofore made or being contemporaneously made from grantor to grantee; but, for the same consideration hereinabove mentioned, grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and convey unto grantee, his heirs, successors and assigns, the same undivided interest (as the undivided interest hereinabove conveyed in the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto grantee, his heirs, successors and assigns.

IN WITNESS WHEREOF WE SIGN, this the 1st day of June, 1963

Signed, sealed and delivered in the presence of:

ATTEST: (SEAL) Secretary

PHILLIPS INVESTMENT CORPORATION

Leonard M. Phillips (SEAL) President

(SEAL) (SEAL) (SEAL)

(SEAL) 12-14-63 (SEAL) (SEAL)

(SEAL) (SEAL) (SEAL)

DEEDS

Corporation Acknowledgment - South Carolina

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

On this the 1st day of June, 1963, before me, a Notary Public, the undersigned officer, personally appeared Donald M. Phillips, who acknowledged himself to be the president of Phillips Investment Corporation, a corporation, and that he, as such president, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as president.

In witness whereof I hereunto set my hand and official seal.

James A. Richards - seal affixed
Notary Public - Oklahoma

My Commission expires March 20, 1967

BOOK 133

12

73

C F Byrd Tract

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF ~~SOUTH CAROLINA~~ Oklahoma

COUNTY OF Tulsa

KNOW ALL MEN BY THESE PRESENTS:

that Phillips Investment Corporation

of Tulsa County, State of ~~South Carolina~~ Oklahoma, hereinafter called grantor (whether one or more and referred to in the singular number and masculine gender), for and in consideration of the sum of One and No/100 Dollars $ 1.00 and other good and valuable considerations, paid by Laurence G. Phillips, hereinafter called grantee the receipt of which is hereby acknowledged, has granted, sold and conveyed by these presents does grant, sell and convey unto said grantee an undivided One-twentieth (1/20th) interest in and to all of the oil, gas and other minerals of every kind and character in, on or under that certain tract or parcel of land situated in the County of Colleton, State of South Carolina, and described as follows:

All those certain tracts of land situated in Colleton County, South Carolina, containing 141¼ acres, more or less, which was conveyed to C. F. Byrd, by the following Deeds:

Deed from T. D. Byrd to C. F. Byrd, recorded in Book 91 at page 22, R.M.C. Office for Colleton County, S. C.

Deed from Farmers & Merchants Bank to C. F. Byrd, recorded in Book 72 at Page 450, R.M.C. Office for Colleton County, S. C.

Deed from Walterboro Motor Sales Co. to C. F. Byrd, recorded in Book 59 at Page 350, R.M.C. Office for Colleton County, S. C.

Deed from Farmers & Merchants Bank to C. F. Byrd, recorded in Book 68 at Page 544, R.M.C. Office for Colleton County, S. C.

This conveyance is subject to an Oil and Gas Lease executed June 26, 1944 to Ryan and Kelley, Ryan Oil Company, Evansville, Indiana

Consideration less than $100 no documentary stamps required

TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals in, on and under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees, unto said grantee, his heirs, successors and assigns, forever; and grantor herein for himself and his heirs, executors and administrators hereby agrees to warrant and forever defend all land singular the said interest in said minerals, unto the said grantee, his heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee shall have the right at any time (but is not required) to redeem for Grantor by Payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Grantor, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, of any, heretofore made or being contemporaneously made from grantor to grantee; but, for the same consideration hereinabove mentioned, grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and convey unto grantee, his heirs, successors and assigns, the same undivided interest (as the undivided interest hereinabove conveyed in the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto grantee, his heirs, successors and assigns.

IN WITNESS WHEREOF WE SIGN, this the 1st day of June, 19 63

Signed, sealed and delivered in the presence of:

ATTEST: (SEAL) Secretary

PHILLIPS INVESTMENT CORPORATION

(SEAL) President (SEAL)

(SEAL) (SEAL) (SEAL)

(SEAL) 12-14-63 (SEAL) (SEAL)

DEEDS

Corporation Acknowledgment - South Carolina

STATE OF OKLAHOMA }
COUNTY OF TULSA } ss.

On this the 1st day of June, 1963, before me, a Notary Public, the undersigned officer, personally appeared Donald M. Phillips, who acknowledged himself to be the president of Phillips Investment Corporation, a corporation, and that he, as such president, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as president.

In witness whereof I hereunto set my hand and official seal.

James A. Richards - Seal affixed
Notary Public - Oklahoma
My Commission expires March 20, 1967

BOOK 133

13

74

O.
L. J./Craven Tract

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF ~~SOUTH CAROLINA~~ Oklahoma

COUNTY OF Tulsa

KNOW ALL MEN BY THESE PRESENTS:

that Phillips Investment Corporation

of Tulsa County, State of ~~South Carolina~~ Oklahoma, hereinafter called grantor (whether one or more and referred to in the singular number and masculine gender), for and in consideration of the sum of One and No/100 Dollars $ 1.00 and other good and valuable considerations, paid by Ross M. Phillips, hereinafter called grantee the receipt of which is hereby acknowledged, has granted, sold and conveyed by these presents does grant, sell and convey unto said grantee an undivided One-twentieth (1/20th) interest in and to all of the oil, gas and other minerals of every kind and character in, on or under that certain tract or parcel of land situated in the County of Colleton, State of South Carolina, and described as follows:

All those certain tracts of land situated in the County of Colleton, South Carolina, containing 202 acres, more or less, which were conveyed to L. J. O. Craven and Iva W. Craven, his wife, by the following deeds:

Deed from Mrs. Annie Wilson, Hazel Wilson Spell, Lewis Wilson and Annie Lee Wilson to Iva Wilson Craven, recorded in Book 74 at Page 487, R.M.C. Office for Colleton County, S. C.

Deed from T. D. Smoak to L. J. Craven, recorded in Book 82 at Page 67, R.M.C. Office for Colleton County, S. C.

Deed from J. D. Williams to L. J. Craven, recorded in Book 76 at Page 370, R.M.C. Office for Colleton County, S. C.

This conveyance is subject to an Oil and Gas Lease dated August 26, 1944 to Ryan and Kelley, Ryan Oil Company, Evansville, Indiana.

Consideration less than $100 ; documentary stamps required

TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals in, on and under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees, unto said grantee, his heirs, successors and assigns, forever; and grantor herein for himself and his heirs, executors and administrators hereby agrees to warrant and forever defend all land singular the said interest in said minerals, unto the said grantee, his heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee shall have the right at any time (but is not required) to redeem for Grantor by Payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Grantor, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, of any, heretofore made or being contemporaneously made from grantor to grantee; but, for the same consideration hereinabove mentioned, grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and convey unto grantee, his heirs, successors and assigns, the same undivided interest (as the undivided interest hereinabove conveyed in the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto grantee, his heirs, successors and assigns.

IN WITNESS WHEREOF WE SIGN, this the 1st day of June, 19 63.

Signed, sealed and delivered in the presence of:

WITNESS: (SEAL) Secretary

PHILLIPS INVESTMENT CORPORATION

(SEAL) President

(SEAL) (SEAL) (SEAL)

(SEAL) (SEAL) (SEAL)

12-14-63

DEEDS

Corporation Acknowledgment - South Carolina

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

On this the 1st day of June, 1963, before me, a Notary Public, the undersigned officer, personally appeared Donald M. Phillips, who acknowledged himself to be the president of Phillips Investment Corporation, corporation, and that he, as such president, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as president.

In witness whereof I hereunto set my hand and official seal.

James A. Richards - Seal affixed
Notary Public - Oklahoma
My Commission expires March 20, 1967

BOOK 133

14

75

Ray Jackson Tract

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF ~~SOUTH CAROLINA~~ OKLAHOMA

COUNTY OF Tulsa

KNOW ALL MEN BY THESE PRESENTS:

that Phillips Investment Corporation

of Tulsa County, State of ~~South Carolina~~ Oklahoma, hereinafter called grantor (whether one or more and referred to in the singular number and masculine gender), for and in consideration of the sum of One and No/100 Dollars $ 1.00 and other good and valuable considerations, paid by Ross M. Phillips, hereinafter called grantee the receipt of which is hereby acknowledged, has granted, sold and conveyed by these presents does grant, sell and convey unto said grantee an undivided One-twentieth (1/20th) interest in and to all of the oil, gas and other minerals of every kind and character in, on or under that certain tract or parcel of land situated in the County of Colleton, State of South Carolina, and described as follows:

All that certain tract of land situated in Colleton County, South Carolina, containing 63 acres, more or less, which was conveyed to Ray Jackson by the following deeds:

Deed from Mrs. B. E. Jackson and Bobbie Jackson to Ray Jackson; deed recorded in Book 77 at page 411, R.M.C. Office for Colleton County, South Carolina.

This conveyance is subject to an oil and gas lease executed August 18, 1944 to Ryan and Kelley, Ryan Oil Company, Evansville, Indiana.

Consideration less than $100 no documentary stamps required

TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals in, on and under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees, unto said grantee, his heirs, successors and assigns, forever; and grantor herein for himself and his heirs, executors and administrators hereby agrees to warrant and forever defend all land singular the said interest in said minerals, unto the said grantee, his heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee shall have the right at any time (but is not required) to redeem for Grantor by Payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Grantor, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, of any, heretofore made or being contemporaneously made from grantor to grantee; but, for the same consideration hereinabove mentioned, grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and convey unto grantee, his heirs, successors and assigns, the same undivided interest (as the undivided interest hereinabove conveyed in the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto grantee, his heirs, successors and assigns.

IN WITNESS WHEREOF WE SIGN, this the 1st day of June, 19 63

Signed, sealed and delivered in the presence of:

ATTEST:

PHILLIPS INVESTMENT CORPORATION

(SEAL) (SEAL) (SEAL)

Secretary President

(SEAL) (SEAL) (SEAL)

(SEAL) 12-14-63 (SEAL) (SEAL)

DEEDS

Corporation Acknowledgment - South Carolina

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

On this the 1st day of June, 1963, before me, a Notary Public, the undersigned officer, personally appeared Donald M. Phillips, who acknowledged himself to be the president of Phillips Investment Corporation, a corporation, and that he, as such president, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as president.

In witness whereof I hereunto set my hand and official seal.

James A. Richards - Seal affixed
Notary Public - Oklahoma
My Commission expires March 20, 1967

BOOK 133

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76

L Dandridge Tract

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF ~~SOUTH CAROLINA~~ OKLAHOMA

COUNTY OF Tulsa

KNOW ALL MEN BY THESE PRESENTS:

that Phillips Investment Corporation

of Tulsa County, State of ~~South Carolina~~ Oklahoma, hereinafter called grantor (whether one or more and referred to in the singular number and masculine gender), for and in consideration of the sum of One and No/100 Dollars $ 1.00 and other good and valuable considerations, paid by Rose M. Phillips, hereinafter called grantee the receipt of which is hereby acknowledged, has granted, sold and conveyed by these presents does grant, sell and convey unto said grantee an undivided One-Twentieth (1/20th) interest in and to all of the oil, gas and other minerals of every kind and character in, on or under that certain tract or parcel of land situated in the County of Colleton, State of South Carolina, and described as follows:

All that piece, parcel or tract of land situated, lying and being in Sherman Township State and County State and County aforesaid containing 120 acres, more or less and bounded as follows; On the North by lands of A. E. Rump formerly, on the East by lands of Mrs. Annie Muckenfuss and of E. Addison, on the South by Run of Horse Pen Branch, on the West by lands of Eva Durant.

This conveyance is subject to an Oil and Gas Lease executed September 22, 1944 to Ryan and Kelley, Ryan Oil Company, Evansville, Indiana.

Consideration less than $100 no documentary stamps required

TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals in, on and under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees, unto said grantee, his heirs, successors and assigns, forever; and grantor herein for himself and his heirs, executors and administrators hereby agrees to warrant and forever defend all land singular the said interest in said minerals, unto the said grantee, his heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee shall have the right at any time (but is not required) to redeem for Grantor by Payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Grantor, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, of any, heretofore made or being contemporaneously made from grantor to grantee; but, for the same consideration hereinabove mentioned, grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and convey unto grantee, his heirs, successors and assigns, the same undivided interest (as the undivided interest hereinabove conveyed in the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto grantee, his heirs, successors and assigns.

IN WITNESS WHEREOF WE SIGN, this the 1st day of June, 1963

Signed, sealed and delivered in the presence of:

ATTEST:

PHILLIPS INVESTMENT CORPORATION

Secretary (SEAL) (SEAL) President (SEAL)

(SEAL) (SEAL) (SEAL)

(SEAL) (SEAL) (SEAL)

(SEAL) (SEAL) (SEAL)

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12-14-63

DEEDS

Corporation Acknowledgment - South Carolina

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

On this the 1st day of June, 1963, before me, a Notary Public, the undersigned officer, personally appeared Donald M. Phillips, who acknowledged himself to be the president of Phillips Investment Corporation, a corporation, and that he, as such president, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as president.

In witness whereof I hereunto set my hand and official seal.

James A. Richards - seal affixed
Notary Public - Oklahoma

My Commission expires March 20, 1967

BOOK 133

16

97

C F Byrd Tract

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF ~~SOUTH CAROLINA~~ Oklahoma

COUNTY OF Tulsa

KNOW ALL MEN BY THESE PRESENTS:

that Phillips Investment Corporation

of Tulsa County, State of ~~South Carolina~~ Oklahoma, hereinafter called grantor (whether one or more and referred to in the singular number and masculine gender), for and in consideration of the sum of One and No/100 Dollars $ 1.00 and other good and valuable considerations, paid by Ross M. Phillips, hereinafter called grantee the receipt of which is hereby acknowledged, has granted, sold and conveyed by these presents does grant, sell and convey unto said grantee an undivided One-twentieth (1/20th) interest in and to all of the oil, gas and other minerals of every kind and character in, on or under that certain tract or parcel of land situated in the County of Colleton, State of South Carolina, and described as follows:

All those certain tracts of land situated in Colleton County, South Carolina, containing 141½ acres, more or less, which was conveyed to C. F. Byrd, by the following Deeds:

Deed from T. D. Byrd to C. F. Byrd, recorded in Book 91 at page 22, R.M.C. Office for Colleton County, S. C.

Deed from Farmers & Merchants Bank to C. F. Byrd, recorded in Book 72 at Page 450, R.M.C. Office for Colleton County, S. C.

Deed from Walterboro Motor Sales Co. to C. F. Byrd, recorded in Book 59 at Page 350, R.M.C. Office for Colleton County, S. C.

Deed from Farmers & Merchants Bank to C. F. Byrd, recorded in Book 68 at Page 544, R.M.C. Office for Colleton County, S. C.

This conveyance is subject to an Oil and Gas Lease executed June 26, 1944 to Ryan and Kelley, Ryan Oil Company, Evansville, Indiana

Consideration less than $100.00 documentary stamps required

TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals in, on and under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees, unto said grantee, his heirs, successors and assigns, forever; and grantor herein for himself and his heirs, executors and administrators hereby agrees to warrant and forever defend all land singular the said interest in said minerals, unto the said grantee, his heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee shall have the right at any time (but is not required) to redeem for Grantor by Payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Grantor, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, of any, heretofore made or being contemporaneously made from grantor to grantee; but, for the same consideration hereinabove mentioned, grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and convey unto grantee, his heirs, successors and assigns, the same undivided interest (as the undivided interest hereinabove conveyed in the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto grantee, his heirs, successors and assigns.

IN WITNESS WHEREOF WE SIGN, this the 1st day of June, 19 63

Signed, sealed and delivered in the presence of:

PHILLIPS INVESTMENT CORPORATION

(SEAL) Secretary (SEAL) President (SEAL)

(SEAL) (SEAL) (SEAL)

(SEAL) 12-24-63 (SEAL) (SEAL)

(SEAL) (SEAL)

DEEDS

Corporation Acknowledgment - South Carolina

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

On this the 1st day of June, 1963, before me, a Notary Public, the undersigned officer, personally appeared Donald M. Phillips, who acknowledged himself to be the president of Phillips Investment Corporation, a corporation, and that he, as such president, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as president.

In witness whereof I hereunto set my hand and official seal.

James A. Richards - seal affixed
Notary Public - Oklahoma

My Commission expires March 20, 1967

BOOK 133

17

78

L. J. O./Craven Tract

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF ~~SOUTH CAROLINA~~ Oklahoma

COUNTY OF Tulsa

KNOW ALL MEN BY THESE PRESENTS:

that Phillips Investment Corporation

Oklahoma

of Tulsa County, State of ~~South Carolina~~, hereinafter called grantor (whether one or more and referred to in the singular number and masculine gender), for and in consideration of the sum of One and No/100 Dollars $ 1.00 and other good and valuable considerations, paid by Donald M. Phillips, hereinafter called grantee the receipt of which is hereby acknowledged, has granted, sold and conveyed by these presents does grant, sell and convey unto said grantee an undivided One-twentieth (1/20th) interest in and to all of the oil, gas and other minerals of every kind and character in, on or under that certain tract or parcel of land situated in the County of Colleton, State of South Carolina, and described as follows:

All those certain tracts of land situated in the County of Colleton, South Carolina, containing 202 acres, more or less, which were conveyed to L. J. O. Craven and Iva W. Craven, his wife, by the following deeds:

Deed from Mrs. Annie Wilson, Hazel Wilson Spell, Lewis Wilson and Annie Lee Wilson to Iva Wilson Craven, recorded in Book 74 at Page 487, R.M.C. Office for Colleton County, S. C.

Deed from T. D. Snook to L. J. Craven, recorded in Book 82 at Page 67, R.M.C. Office for Colleton County, S. C.

Deed from J. D. Williams to L. J. Craven, recorded in Book 76 at Page 370, R.M.C. Office for Colleton County, S. C.

This conveyance is subject to an Oil and Gas Lease dated August 26, 1944 to Ryan and Kelley, Ryan Oil Company, Evansville, Indiana.

Consideration less than $100 no documentary stamps required

TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals in, on and under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and possession at all times for the purpose of mining, drilling, and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees, unto said grantee, his heirs, successors and assigns, forever; and grantor herein for himself and his heirs, executors and administrators hereby agrees to warrant and forever defend all land singular the said interest in said minerals, unto the said grantee, his heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee shall have the right at any time (but is not required) to redeem for Grantor by Payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Grantor, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, of any, heretofore made or being contemporaneously made from grantor to grantee; but, for the same consideration hereinabove mentioned, grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and convey unto grantee, his heirs, successors and assigns, the same undivided interest (as the undivided interest hereinabove conveyed in the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto grantee, his heirs, successors and assigns.

IN WITNESS WHEREOF WE SIGN, this the 1st day of June, 19 63

Signed, sealed and delivered in the presence of:

ATTEST: Secretary (SEAL)

PHILLIPS INVESTMENT CORPORATION

President (SEAL)

(SEAL) (SEAL) (SEAL)

(SEAL) 12-14-63 (SEAL) (SEAL)

(SEAL) (SEAL) (SEAL)

Corporation Acknowledgment - South Carolina

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

On this the 1st day of June, 1963, before me, a Notary Public, the undersigned officer, personally appeared Donald M. Phillips, who acknowledged himself to be the president of Phillips Investment Corporation, a corporation, and that he, as such president, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as president.

In witness whereof I hereunto set my hand and official seal.

James A. Richards - seal affixed
Notary Public - Oklahoma

My Commission expires March 20, 1967

BOOK 133

18

79

Ray Jackson Tract

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF ~~SOUTH CAROLINA~~ OKLAHOMA

COUNTY OF Tulsa

KNOW ALL MEN BY THESE PRESENTS:

that Phillips Investment Corporation

of Tulsa County, State of ~~South Carolina~~ Oklahoma, hereinafter called grantor (whether one or more and referred to in the singular number and masculine gender), for and in consideration of the sum of One and No/100 Dollars $ 1.00 and other good and valuable considerations, paid by Donald M. Phillips, hereinafter called grantee the receipt of which is hereby acknowledged, has granted, sold and conveyed by these presents does grant, sell and convey unto said grantee an undivided One-twentieth (1/20th) interest in and to all of the oil, gas and other minerals of every kind and character in, on or under that certain tract or parcel of land situated in the County of Colleton, State of South Carolina, and described as follows:

All that certain tract of land situated in Colleton County, South Carolina, containing 63 acres, more or less, which was conveyed to Ray Jackson by the following deeds:

Deed from Mrs. B. E. Jackson and Bobbie Jackson to Ray Jackson deed recorded in Book 77 at page 411, R.M.C. Office for Colleton County, South Carolina.

This conveyance is subject to an oil and gas lease executed August 18, 1944 to Ryan and Kelley, Ryan Oil Company, Evansville, Indiana.

Consideration less than $100 no documentary stamps required

TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals in, on and under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees, unto said grantee, his heirs, successors and assigns, forever; and grantor herein for himself and his heirs, executors and administrators hereby agrees to warrant and forever defend all land singular the said interest in said minerals, unto the said grantee, his heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee shall have the right at any time (but is not required) to redeem for Grantor by Payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Grantor, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, of any, heretofore made or being contemporaneously made from grantor to grantee; but, for the same consideration hereinabove mentioned, grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and convey unto grantee, his heirs, successors and assigns, the same undivided interest (as the undivided interest hereinabove conveyed in the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto grantee, his heirs, successors and assigns.

IN WITNESS WHEREOF WE SIGN, this the 1st day of June, 19 63

Signed, sealed and delivered in the presence of:

ATTEST: (SEAL) Secretary

PHILLIPS INVESTMENT CORPORATION

(SEAL) President

(SEAL) (SEAL) (SEAL)

(SEAL) 12-14-63 (SEAL) (SEAL)

(SEAL) 9a (SEAL) (SEAL)

DEEDS

Corporation Acknowledgment - South Carolina

STATE OF OKLAHOMA }
COUNTY OF TULSA } ss.

On this the 1st day of June, 1963, before me, a Notary Public, the undersigned officer, personally appeared Donald M. Phillips, who acknowledged himself to be the president of Phillips Investment Corporation, a corporation and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as president.

In witness thereof I hereunto set my hand and official seal.

James A. Richards
Seal affixed
Notary Public - Oklahoma

My Commission expires March 20, 1967

BOOK 133

80

L Dandridge Tract

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF ~~SOUTH CAROLINA~~ OKLAHOMA

COUNTY OF Tulsa

KNOW ALL MEN BY THESE PRESENTS:

that Phillips Investment Corporation

of Tulsa County, State of ~~South Carolina~~ Oklahoma, hereinafter called grantor (whether one or more and referred to in the singular number and masculine gender), for and in consideration of the sum of One and No/100 Dollars $ 1.00 and other good and valuable considerations, paid by Donald M. Phillips, hereinafter called grantee the receipt of which is hereby acknowledged, has granted, sold and conveyed by these presents does grant, sell and convey unto said grantee an undivided One-Twentieth (1/20th) interest in and to all of the oil, gas and other minerals of every kind and character in, on or under that certain tract or parcel of land situated in the County of Colleton, State of South Carolina, and described as follows:

All that piece, parcel or tract of land situated, lying and being in Sherman Township State and County State and County aforesaid containing 120 acres, more or less and bounded as follows; On the North by lands of A. E. Rump formerly, on the East by lands of Mrs. Annie Huckenfuss and of E. Addison, on the South by Run of Horse Pen Branch, on the West by lands of Eva Durant.

This conveyance is subject to an Oil and Gas Lease executed September 22, 1944 to Ryan and Kelley, Ryan Oil Company, Evansville, Indiana.

Consideration less than $100 no documentary stamps required

TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals in, on and under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees, unto said grantee, his heirs, successors and assigns, forever; and grantor herein for himself and his heirs, executors and administrators hereby agrees to warrant and forever defend all land singular the said interest in said minerals, unto the said grantee, his heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee shall have the right at any time (but is not required) to redeem for Grantor by Payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Grantor, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, of any, heretofore made or being contemporaneously made from grantor to grantee; but, for the same consideration hereinabove mentioned, grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and convey unto grantee, his heirs, successors and assigns, the same undivided interest (as the undivided interest hereinabove conveyed in the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto grantee, his heirs, successors and assigns.

IN WITNESS WHEREOF WE SIGN, this the 1st day of June, 1963

Signed, sealed and delivered in the presence of:

PHILLIPS INVESTMENT CORPORATION

(SEAL) Secretary (SEAL) (SEAL) President (SEAL)

(SEAL) (SEAL) (SEAL)

(SEAL) 12-14-63 (SEAL) (SEAL)

(SEAL) 9a (SEAL) (SEAL)

DEEDS

Corporation Acknowledgment - South Carolina

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

On this the 1st day of June, 1963, before me, a Notary Public, the undersigned officer, personally appeared Donald M. Phillips, who acknowledged himself to be the president of Phillips Investment Corporation, a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as president.

In witness thereof I hereunto set my hand and official seal.

James A. Richards
Seal affixed
Notary Public - Oklahoma

My Commission expires March 20, 1967

BOOK 133

20

81

C F Byrd Tract

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF ~~SOUTH CAROLINA~~ Oklahoma

COUNTY OF Tulsa

KNOW ALL MEN BY THESE PRESENTS:

that Phillips Investment Corporation

of Tulsa County, State of ~~South Carolina~~ Oklahoma, hereinafter called grantor (whether one or more and referred to in the singular number and masculine gender), for and in consideration of the sum of One and No/100 Dollars $ 1.00 and other good and valuable considerations, paid by Donald M. Phillips, hereinafter called grantee the receipt of which is hereby acknowledged, has granted, sold and conveyed by these presents does grant, sell and convey unto said grantee an undivided One-twentieth (1/20th) interest in and to all of the oil, gas and other minerals of every kind and character in, on or under that certain tract or parcel of land situated in the County of Colleton, State of South Carolina, and described as follows:

All those certain tracts of land situated in Colleton County, South Carolina, containing 141½ acres, more or less, which was conveyed to C. F. Byrd, by the following Deeds:

Deed from T. D. Byrd to C. F. Byrd, recorded in Book 91 at page 22, R.M.C. Office for Colleton County, S. C.

Deed from Farmers & Merchants Bank to C. F. Byrd, recorded in Book 72 at Page 450, R.M.C. Office for Colleton County, S. C.

Deed from Walterboro Motor Sales Co. to C. F. Byrd, recorded in Book 59 at Page 350, R.M.C. Office for Colleton County, S. C.

Deed from Farmers & Merchants Bank to C. F. Byrd, recorded in Book 68 at Page 544, R.M.C. Office for Colleton County, S. C.

This conveyance is subject to an Oil and Gas Lease executed June 26, 1944 to Ryan and Kelley, Ryan Oil Company, Evansville, Indiana

Consideration less than $100 no documentary stamps required

TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals in, on and under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees, unto said grantee, his heirs, successors and assigns, forever; and grantor herein for himself and his heirs, executors and administrators hereby agrees to warrant and forever defend all land singular the said interest in said minerals, unto the said grantee, his heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee shall have the right at any time (but is not required) to redeem for Grantor by Payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Grantor, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, of any, heretofore made or being contemporaneously made from grantor to grantee; but, for the same consideration hereinabove mentioned, grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and convey unto grantee, his heirs, successors and assigns, the same undivided interest (as the undivided interest hereinabove conveyed in the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto grantee, his heirs, successors and assigns.

IN WITNESS WHEREOF WE SIGN, this the 1st day of June, 19 63

Signed, sealed and delivered in the presence of:

ATTEST: (SEAL) Secretary

PHILLIPS INVESTMENT CORPORATION

(SEAL) President

(SEAL) (SEAL) (SEAL)

(SEAL) (SEAL) (SEAL)

(SEAL) (SEAL) (SEAL)

95

12-14-63

DEEDS

81.

Corporation Acknowledgment - South Carolina

STATE OF OKLAHOMA }
COUNTY OF TULSA } ss.

On this the 1st day of June, 1963, before me, a Notary Public, the undersigned officer, personally appeared Donald M. Phillips, who acknowledged himself to be the president of Phillips Investment Corporation, a corporation and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as president.

In witness thereof I hereunto set my hand and official seal.

James A. Richards
Seal affixed
Notary Public - Oklahoma

My Commission expires March 20, 1967

82

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 JOHN R. GARVIN, of Colleton County, 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, lying and being in Druid Hills Subdivision, near the Town of Walterboro, in the County of Colleton, State of South Carolina, shown and designated as Lot No. 21 on a plat of Druid Hills Sub division 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 one hundred sixty (160') feet on the northern and southern boundaries and eighty (80') feet on the eastern and western boundaries and bounded on the North by Lot No. 20 of said subdivision; on the East by a portion of Lot No. 30 and a portion of Lot No. 29 of said subdivision; on the South by Lot No. 22 of said subdivision; and on the West by Druid Hills Road. This is the same proper ty conveyed to First Federal Savings and Loan Association of Beaufort by Deed of Joseph E. Moore and Stella M. Moore dated October 19, 1963, and recorded in the Office of the Clerk of Court for Colleton County in Deed Book 134, page 317.

For assignment of Interest see this Book Page 230

Recorded Dec 17- 1963
5 P.M.

DEEDS

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 ------- ($6,000.00) ------- ($ 6,000.00) 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 Five Thousand, Seven Hundred and No/100 ------ ($ 5,700.00) 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 John R. Garvin, his

~~(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-two and 50/100 ----- ($ 42.50) Dollars each, commencing on the first day of February , 19 64 , 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 Seven and 50/100 ----- ($ 7.50) 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.

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 13th day of December, 196 3, and witness the Hand and Seal of the within John R. Garvin this 13th day of December, 196 3.

Signed, Sealed and Delivered in Presence of:

Julia M. Landreth

Myrtle B. Boyd

J. W. Sheldon

Norma S. Miley

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas
CALHOUN THOMAS, *President.*

ATTEST:

James G. Thomas
JAMES G. THOMAS, *Manager.*

John R. Garvin (SEAL)
John R. Garvin *Purchaser.*

(SEAL)
Purchaser.

DEEDS

STATE OF SOUTH CAROLINA,
COUNTY OF Beaufort

PERSONALLY appeared before me Julie M. Landreth 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 Myrtle G. Epps witnessed the execution thereof.

Julia M. Landreth

SWORN to before me, this 13th day of December, 19 63

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

STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

PERSONALLY appeared before me J. W. Skardon and made oath that he saw the within-named John R. Garvin 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.

J. W. Skardon

SWORN to before me, this 13th day of December, 19 63

Norma S. Miley (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. May Smoak Garvin the wife of the within-named John R. Garvin, 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 13th day of December, A. D. 19 63

May Smoak Garvin (SEAL)
May Smoak Garvin

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

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 Six Thousand and No/100 ------- ($6,000.00) ------- ($ 6,000.00) 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 Five Thousand, Seven Hundred and No/100 ----- ($ 5,700.00) 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 John R. Garvin, his

~~(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-two and 50/100 ----- ($ 42.50) Dollars each, commencing on the first day of February, 19 64, 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 Seven and 50/100 ----- ($ 7.50) 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.

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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 13th day of December, 196 3, and witness the Hand and Seal of the within John R. Garvin this 13th day of December, 196 3

Signed, Sealed and Delivered in Presence of:

Julia M. Landreth

Myrtle B. Boyd

J. W. Sheldon

Norma S. Miley

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas

CALHOUN THOMAS, *President.*

ATTEST:

James G. Thomas

JAMES G. THOMAS, *Manager.*

John R. Garvin (SEAL)

John R. Garvin *Purchaser.*

(SEAL)

Purchaser.

DEEDS

[illegible]

[illegible]

[illegible]

STATE OF SOUTH CAROLINA,
COUNTY OF Beaufort

PERSONALLY appeared before me Julie M. Landreth, 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 Myrtle G. Epps witnessed the execution thereof.

Julia M. Landreth

SWORN to before me, this 13th day of December, 19 63.

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

STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

PERSONALLY appeared before me J. W. Skardon and made oath that he saw the within-named John R. Garvin 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.

J. W. Skardon

SWORN to before me, this 13th day of December, 19 63.

Norma S. Miley (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. May Smoak Garvin the wife of the within-named John R. Garvin, 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 13th day of December, A. D. 19 63.

May Smoak Garvin (SEAL)
May Smoak Garvin

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

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

JOHN R. GARVIN

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.

THE S. L. BRYAN STATIONERY, COLUMBIA, S. C.
230060

DEEDS

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BOOK 133

83

Form 298—OPTION
Revised 1931

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

For the sum of $ 1.00 to Bessie Z. Novit, individually and as Executrix of the Estate of Albert J. Novit, deceased,
in hand paid at and before the sealing and delivery of these presents, by The First National Bank of St. George, South Carolina,

the receipt whereof is hereby acknowledged, I, Bessie Z. Novit, individually and as Executrix of the Estate of Albert J. Novit, deceased,

have bargained and agreed, and do hereby bargain and agree to sell to the said The First National Bank of St. George, South Carolina,

or assigns, the following described property: All that lot of land in the Town of Walterboro, County of Colleton, State of South Carolina, bounded and measuring as follows: on the North by lot of DeTreville, and measuring thereon 132 feet; on the East by Jefferies Boulevard (U.S. Highway 15), and measuring thereon 134.5 feet; on the South and Southwest by Forest Hills Road, and measuring thereon 181 feet; and on the Northwest by lot of Palmetto Rural Telephone Cooperative, and measuring thereon 69.3 feet.

for the sum of $ 20,000.00 payable as follows: Cash.

For Cancellation of Option
See this Book, page 432.

PROVIDED this option is exercised and accepted within ninety (90) 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 11th day of January A. D. 19 64.

Signed, sealed and delivered in the presence of:
Clyde O. Ackerman.
Elizabeth K. Dean.

Bessie Z. Novit. (L. S.)
Bessie Z. Novit, individually and as Executrix of the Estate of Albert J. Novit, deceased.

Bessie Z. Novit.

Recorded January 13, 1964, at 9 A.M

DEEDS

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STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me Elizabeth K. Dean and made oath that she saw the within named Bessie Z. Novit, Individually and as Executrix of The Estate of Albert J. Novit, Deceased, sign, seal and as her act and deed, deliver the within written instrument and that she with Clyde O. Ackerman, witnessed the execution thereof.

Sworn to before me this 11th day of Jan. A.D. 1964

Clyde O. Ackerman (L.S.)
Notary Public for S. C.

Elizabeth K. Dean (L.S.)

Recorded January 13, 1964, at 9 A.M.

BOOK 133

85

Form 10-63-AM 6-10

WOOD PURCHASE LEASE

Original to Hercules Powder Company
Duplicate to Owner

STATE OF South Carolina
COUNTY OF Colleton

I, Ruth H. Cooler hereinafter called "OWNER" do hereby sell and convey to HERCULES POWDER COMPANY, hereinafter called "HERCULES," its successors and assigns, all of the dead pine top wood and stumps, hereinafter called "Wood," acceptable and suitable for processing by HERCULES, located on the following described land in Colleton County, State of South Carolina:

ECH

WRITE DESCRIPTION OR CHECK PLAT IF IN BUT ONE SECTION.
TOWNSHIP RANGE SECTION ACRES OTHERWISE WRITE DESCRIPTION

Consisting of 545 acres, more or less, lying approximately 6 miles North of the village of Roundo, Colleton County, S.C. Bounded on the East by Hiway #45, on the North by Hiway #34, on the West by lands of Union Bag Camp Corporation, and on the South by the run of the branch.

This lease is made in consideration of one of the two methods of payment as follows:

1. ..... cash in hand paid, receipt of which is hereby acknowledged by the OWNER, or
2. $1.00 per ton for each ton of wood removed by HERCULES from above land, settlement to be made monthly following removal.

The OWNER expressly warrants and guarantees to HERCULES that there are no other leases or agreements outstanding against said wood, that he has a good, clear and unencumbered title to said wood and that he has the right to sell said wood and receive the consideration therefor.

This lease shall remain in effect until all the acceptable wood has been removed, but in no event longer than one (1) years from date.

The owner shall have the right to eliminate from Hercules operations areas containing unusually heavy young growth of pine trees. The determination by the owner that an area to be eliminated contains unusually heavy young growth may not be disputed by Hercules.

Signed, this the 3rd day of January, 19 64

OWNER	Address	Witness
S. A. Cooler (Husband)	Walterboro, S.C.	D. P. Johnson
Ruth H. Cooler (Wife)	205 Fishburne Street Walterboro, S. C.	Louis R. McAlister

HERCULES POWDER COMPANY

By J. C. Beck — P. O. Drawer 1517, Brunswick, Georgia

Witness: Ed Mann, Joseph D. Chapman

STATE OF South Carolina
COUNTY OF Colleton

S. A. Cooler
D. P. Johnson

I hereby certify that on this day before me personally appeared D. P. Johnson and Ruth H. Cooler, his wife, to me well known and known to me to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein mentioned.

Witness my hand and official seal, this 3rd day of January, 19 64

9 am

O. Bridge Jr.
Notary Public

Recorded Jan 18 - 1964

DEEDS

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1:33

BOOK 133

FORM FHA 443-1
(REV. 10-6-61)

86

U. S. DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

SOUTH CAROLINA

COLLETON

OPTION TO PURCHASE REAL PROPERTY

1. In consideration of the sum of $100.00 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

Keith L. Ulmer, Rt. 2, Ruffin, 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 Heyward School District, Colleton County, South Carolina, containing one hundred ninety-five and three tenths (195.3) acres, being Tract # 8 on the division plat of S. S. Snook, Registered Land Surveyor, dated April and May 1957, and bounded: On the North by Tract # 7 on said plat; On the East by U. S. Highway # 21; and on the South and Southeast by lands of Edith Stone; and on the West by Salkehatchie River and lands of Edith Stone.

11am

3-11-64

FHA 443-1
(REV. 10-6-61)

DEEDS

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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/$ 12,000.00 ; said amount being less than to the 400.00 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, co[illegible] deed [illegible] all [illegible] (Strike inapplicable language above or insert herein any different agreement regarding the paying of title clearance charges)

The buyer hereby agrees to pay the attorney fee in connection with abstract of title, however Seller agrees to pay all necessary amounts that might be needed to perfect the title.

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.

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)

BOOK 133

86B

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 Virginia B. Herndon at 121 Moore Street, in the city of Walterboro, County of Colleton, State of South Carolina.

The offer herein shall remain irrevocable until December 15, 1964. The Seller may terminate this offer at any time after December 15, 1964 irrevocable period provided herein. 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.

Virginia B. Herndon

121 Moore Street — Walterboro, South Carolina

IN WITNESS WHEREOF, the Seller and the Buyer have set their hands and seals this 11th day of March, 19 64

WITNESSES:

Marguerite D. Minard

M. R. Proper

Beverly P. Herndon (Seller) (Husband)*

Virginia B. Herndon (Seller) (Wife)*

Ruth L. Ulmer (Buyer) (Husband)

Mildred W. Ulmer (Buyer) (Wife)

*(Indicate marital status of Seller as "married," "single," "divorced," after signature.)

(over)

DEEDS

(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

Wordsworth & Imrey

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BOOK 133

For Assignment of this See Deed Book 175 - Page 545 -

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CONVEYANCE OF OIL, GAS AND
OTHER INTERESTS

For Statement of Claim & Notice of Lien to Preserve, See Deed Book 317, at Page 145.

THIS CONVEYANCE, dated as of the 1st day of January, 1964, by CRESCENT OIL AND GAS CORPORATION, a corporation (hereinafter called "Grantor"), to LIVINGSTON OIL COMPANY, a corporation (hereinafter called "Grantee"), WITNESSETH THAT:

In consideration of $1.00 and other valuable consideration, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey, assign, transfer and set over unto Grantee, its successors and assigns, the following:

A. The interests and property described and set forth in Exhibit A attached hereto and made a part hereof; and

B. All of Grantor's rights, titles and interests, of every kind and character (including, but not by way of limitation, fee interests, surface interests, mineral interests, royalty interests, overriding royalty interests, oil, gas and mineral leasehold interests, working interests, leasing rights, rights to receive bonuses, rents and royalties, and all other interests, property and rights of every kind and character), in and to the lands described or referred to in Exhibit A attached hereto and made a part hereof, even though such rights, titles and interests be incorrectly or insufficiently described or referred to in, or a description thereof be omitted from, said Exhibit A; and

C. All of Grantor's rights, titles and interests in, to and under, or derived from, pooling agreements and orders of regulatory agencies providing for pooling or unitization, in so far as the same cover or relate to the rights, titles and interests described or referred to in clauses A and B hereinabove, whether or not such agreements and orders be described in said Exhibit A,

together with all rights incidental thereto.

TO HAVE AND TO HOLD the rights, titles and interests hereby conveyed, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns, forever. This Conveyance is without warranty, express or implied, but is made with full substitution and subrogation of Grantee in and to all covenants and warranties by others heretofore given or made in respect of the interests conveyed hereby.

IN WITNESS WHEREOF, this Conveyance has been executed as of the day and year first above written.

CRESCENT OIL AND GAS CORPORATION

ATTEST:

By John E. Barry
Vice President
John E. Barry

B. J. Galt
Secretary

(Corporate Seal)

Recorded this 18 day of April A.D. 1964
in Book 9 Page 2
At 9 A.M.
A B Crosby
Clerk of Court for Ray County, Mo.

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STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

On this 28th day of February, A.D., 1964, before me, Mary W. Brown, A Notary Public in and for the County and State aforesaid, personally appeared John E. Barry, Vice President of CRESCENT OIL AND GAS CORPORATION, and B. J. Gall, Assistant Secretary of said Corporation, personally known to me to be such officers and the persons who subscribed the name of the maker to the foregoing instrument dated January 1, 1964, and whose names are subscribed thereto and upon being duly sworn by me, they severally acknowledged that as such Vice President and Assistant Secretary, they signed, executed and delivered said instrument in the name of and on behalf of said Corporation as such officers of said Corporation, and declared that the statements therein contained are true, and caused the corporate seal of said Corporation to be affixed thereto, all pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act and deed, and as the free and voluntary act and deed of said Corporation, for the uses, purposes and considerations therein set forth.

WITNESS my hand and official seal of office.

Mary W. Brown
Mary W. Brown, Notary Public for Tulsa County, Oklahoma.

My commission expires:
(February 19, 1968)

Continued Next Page →

EXHIBIT "A"

COLLETON COUNTY, SOUTH CAROLINA

A-838 An undivided ½ fully participating, perpetual interest in the oil, gas and other minerals in and under Tract No. 1: All that certain piece, parcel or tract of land situate, lying and being 2 miles Northwest of the town of Jacksonboro, near the Walterboro-Jacksonboro Public road in Fraser township, Colleton County, South Carolina more particularly described as follows: All that tract of land containing 605.75 acres, and bounded North and West by lands of Bradleys, Hayne Hall tract; East by lands of Bradleys Hart tract; South by Bulls Place, according to a survey and plat of same by C. E. DuRant, surveyor, of date November 7 and 8, 1919, of record in the office of the Clerk of Court for Colleton County in plat book 1, Page 360, same being that tract of land conveyed to H. M. Tuten by Benjamin Sauls by deed of record in the Office of the Clerk of Court for Colleton County in Deed Book 44, page 554, by R. M. Jefferies, Master, by deed of record in the office of the Clerk of Court in Deed Book 30, page 260, W. M. Sauls and Mary Tuten by deed of recording in the office of the Clerk of Court in Book 44, page 556, and by O. P. Sauls by Deed of record in the Office of the Clerk of Court for Colleton County, in Book 44, page 555; Tract No. 2: All that tract of land situate in Fraser School District, Colleton County, South Carolina, known as the Hayne Hall Tract, containing 819.5 acres, more or less, and bounded now or formerly as follows: Northwest by the Burnt Church lot and by the Parkers Ferry Road; Northeast by lands of Garvin; East by lands of P. B. and R. S. Bradley, known as the Hart tract; by lands of H. M. Tuten, next below described, and by lands of Reynolds; South by said land of H. M. Tuten, by lands of Reynolds, and by lands of J. M. Padgett; Southwest by lands of J. M. Padgett and by the Jacksonboro Road from Cottageville; and by triangular shaped piece of land containing 9½ acres said to be originally a part of the Hayne Hall Tract. Said lands being delineated on plat thereof by Harry M. Fripp, Surveyor, dated 21 August, 1943, with said triangular strip defined thereon in red lines by said surveyor by addenda dated 13 January 1944. Excluding therefrom, however, and interior burial lot, conveyed by Bradley Lumber and Manufacturing Company to Frank B. Hayne by deed dated 2 March, 1928 and recorded in Book 61, page 301 in the Office of the Clerk of Court for Colleton County. Reference is here had to the records of said deeds for a more particular description: Tract No. 3: All that tract of land situate in Fraser School District, Colleton County, South Carolina, containing 250 acres, more or less, bounded North by lands of Estate of J. A. Tuten, formerly part of same tract; East by Buzzard Roost Avenue and lands of Holmes, Wesley Green, et al; South by State Highway No. 32; West by lands of Lightsey Brothers, formerly of Bradley, being lands set off to H. M. Tuten in partition in kind between him and J. A. Tuten, all the above described containing 1,675.25 acres, more or less.

N-1227 An undivided ½ fully participating, perpetual interest in the oil, gas and minerals in and under all that certain tract of land situated in County of Colleton, South Carolina, containing 103 acres, more or less. This tract of land conveyed to G. Lynwood Smoak, husband of Uldean Smoak by will from his father, Guy L. Smoak, Also any and all right, title and interest acquired by C. R. Bennett in that certain Mineral Right and Royalty transfer, executed by R. W. Slemaker on May 17, 1946 and recorded in Book 93, Page 397.

N-1228 An undivided ½ fully participating, perpetual interest in the oil, gas and minerals in and under that tract of land situated, lying and being in Sheridan Township - 116 acres and bounded as follows: North by lands formerly of A. E. Rump, East by lands of Mrs. Leittitia Dandridge, South by run of Horse Pen Branch, West by land of Mrs. Lula Jaque, Geo. H. Hacker Public Road and by lands of Tom Dandridge, conveying in all 116 acres, more or less, herein. Also any right, title and interest acquired by C. R. Bennett in the certain Mineral Right Royalty and Transfer executed by R. W. Slemaker on May 17, 1946 and recorded in sia d county in Book 93, page 395.

Recorded April 18. 1964.

DEEDS

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ABSTRACT

COLLEGTON COUNTY, NORTH CAROLINA

A-830 An undivided ½ fully participating, proportional interest in the oil, gas and other minerals in and under Tract No. 1: All that certain pieces, parcel or tract of land situate, lying and being Pratten Township of the town of Jacksonboro, near the Walterboro-Jacksonboro Public road in Pineco township, Collston County, South Carolina more particularly described as follows: All that tract of land containing 600.75 acres, and bounded North and East by lands of Bradley, Alvin Hall trust; West by lands of Bradley Hart trust; South by Beth Place, according to a survey and plat of same by C. ... Dalton, surveyor, of date November 7 and 8, 1919, of record in the office of the Clerk of Court for Collston County in plat book 5, Page 100, more being that tract of land conveyed to H. B. Tuten by Jackson Hall by deed of record in the office of the Clerk of Court for Collston County in Deed Book 88, page 524, by R. M. Jackson, Master, by deed of record in the office of the Clerk of Court in Deed Book 30, page 600; W. M. Smith and Mary Tuten by deed of record in the office of the Clerk of Court in Book 88, page 590, and by C. F. Smith by deed of record in the office of the Clerk of Court for Collston County, in Book 88, page 119; Tract No. 2: that tract of land of Jackson Bluff Trust, in the Hope Hall Trust, containing 629.5 acres, more or less, and bounded now or formerly as follows: Northward by the Jacob Gibson tract and by the Jackson Ferry Road; Eastward by lands of Gordon and by Lands of P. B. and H. S. Bradley, known as the Hall trust; by lands of H. H. Tuten, now being deceased, and by lands of Reynolds; South by said land of H. H. Tuten, by lands of Reynolds, and by lands of J. H. Padgett; Southward by lands of J. H. Padgett and by the Jacksonboro Road from Colleyville; and by Swian plant shaped piece of land containing 9½ acres and to be conveyed a part of the Hope Hall Trust. Said tract being delineated on plat thereof by Henry H. Judge, Surveyor, dated 11 August, 1924, with said plat being duly defined thereon in red linen by said surveyor by additions dated 14 January 1944, including diagrams, however, and Jackson Bluff lot, conveyed by Bradley Lumber and Manufacturing Company to Frank H. Hughs by deed dated 9 March, 1944 and recorded in Book 91, page 321 in the Office of the Clerk of Court for Collston County. Reference is here had to the records of said deed for a more particular description. Tract No. 3: All that tract of land situate in Pratten School District, Collston County, South Carolina, containing 250 acres, more or less, bounded North by lands of Jackson of J. A. Tuten, Southerly part of same tract, and by Bamford Road Ferry and lands of Holmes Hosley Green, or any South by Tuten Highway No. 321; West by lands of Lightsey Brothers, formerly of Bradley, being lands set off to H. M. Tuten in partition; Northeastern bounded, Rim and J. A. Tuten, all the above described containing 1,075.25 acres, more or less.

B-1007 An undivided ½ fully participating, proportional interest in the oil, gas and minerals in and under all the certain tract or land situated in County of Collston, South Carolina, containing 1.5 acres, more or less, which tract of land conveyed to C. Armond Grant, husband of Gideon Grant by deed from Pat Tuten, Guy R. Brown, Alno Guy and all rights, title and interest acquired by C. R. Kennedy in that certain Mineral, Right and Royalty transfer executed by H. W. Dilmanter on May 17, 1950 and recorded in Book 75, Page 107.

B-1022 An undivided ½ fully participating, proportional interest in the oil, gas and minerals in and under that tract of land situated, lying and being in Pratten Township - 110 acres and bounded as follows: North by lands formerly of A. ... Hunp, West by lands of Jim. Lockleith Bundridge, South by run of Horse Pen Branch, West by land of Jim. Dale Jones, Geo. H. Hunter Public Road and by lands of Tom Bundridge, conveying in all 110 acres, more or less. Also any rights, title and interest acquired by C. R. Kennedy in the certain Mineral Right Royalty and Easement executed by H. W. Dilmanter on May 17, 1950 and recorded in Book 75, page 309.

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

This CONTRACT AND AGREEMENT, made and concluded this 11th day of May, A. D., 1964, by and between LUCAS REALTY CORPORATION, a corporation created by and existing under the laws of South Carolina, hereinafter called the Lessor, and FIRST NATIONAL BANK OF ST. GEORGE, a corporation organized and existing under the laws of the United States of America, hereinafter called the Lessee.

Whereas, FIRST NATIONAL BANK OF ST. GEORGE has agreed to construct on the property hereinafter described a building for the purposes of conducting a banking business, the plans and specifi- of said building having been agreed upon by the Lessor and Lessee;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. That the Lessor has granted, bargained and leased, and by these Presents does hereby grant, bargain and lease unto the Lessee, its Successors and Assigns, for the term, period or periods hereinafter more particularly set forth, at the rental provided, and on the terms and conditions herein stated, the following real estate, to wit:

All that certain piece, parcel or lot of land, situate, lying and being on the west side of Lucas Street, in the Town of Walterboro, Colleton County, South Carolina; butting, bounding and measuring, as shown by the plat hereinafter mentioned, as follows: North by the area designated on said plat as "Joint driveway and/or parking," a part of the original lot of Lucas Realty Corporation, a distance of one hundred seven (107) feet; East by Lucas Street aforesaid, a distance of ninety-five (95) feet; South by property of Lucas Realty Corporation, a distance of one hundred seven (107) feet; and West by property of Lucas Realty Corporation, a distance of ninety-five (95) feet.

The lot above described is delineated on a plat of the same made by S. S. Snook, Registered Land Surveyor, dated May 4, 1964, said plat being recorded in the office of the Clerk of Court for Colleton County in Plat Book 11, at page 200, and by reference incorporated herein and made a part and parcel hereof; and being part of the same real estate which was conveyed to Lucas Realty Corporation by Joseph W. Lucas, et al., by Deed dated December 8, 1939, and recorded in the Clerk's Office aforesaid in Deed Book 78, page 243.

11 am

Recorded May 12. 1964

DEEDS

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

THIS CONTRACT AND AGREEMENT, made and concluded this 11th day of May, A. D., 1964, by and between LUCAS REALTY CORPORATION, a corporation created by and existing under the laws of South Carolina, hereinafter called the Lessor, and FIRST NATIONAL BANK OF ST. GEORGE, a corporation organized and existing under the laws of the United States of America, hereinafter called the Lessee.

WHEREAS, FIRST NATIONAL BANK OF ST. GEORGE has agreed to construct on the property hereinafter described a building for the purpose of conducting a banking business, the plans and specifications of said building having been agreed upon by the Lessor and Lessee;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. That the Lessor has granted, bargained and leased, and by these presents does hereby grant, bargain and lease unto the Lessee, its Successors and Assigns, for the term, period or periods hereinafter more particularly set forth, at the rental provided, and on the terms and conditions herein stated, the following real estate, to wit:

All that certain piece, parcel or lot of land, situate, lying and being on the east side of Lucas Street, in the Town of Walterboro, Colleton County, South Carolina; bounding, bounded and measuring, as shown by the plat hereinafter mentioned, as follows: North by the area designated on said plat as "joint driveway and/or parking," a part of the original lot of Lucas Realty Corporation, a distance of one hundred seven (107) feet; East by Lucas Street aforesaid, a distance of ninety-five (95) feet; South by property of Lucas Realty Corporation, a distance of one hundred seven (107) feet; and West by property of Lucas Realty Corporation, a distance of ninety-five (95) feet.

The lot above described is delineated on a plat of the same made by W. G. Brown, Registered Land Surveyor, dated May 6, 1964, said plat being recorded in the office of the Clerk of Court for Colleton County in Plat Book 11, at page 300, and by reference incorporated herein and made a part and parcel hereof; and being part of the same real estate which was conveyed to Lucas Realty Corporation by Joseph H. Lucas, et al., by Deed dated December 6, 1959, and recorded in the Clerk's Office aforesaid in Deed Book 76, page 242.

11 Lucas

Recorded May 12, 1964

2. TO HAVE AND TO HOLD, all and singular, the premises hereby demised unto FIRST NATIONAL BANK OF ST. GEORGE, its Successors and Assigns, from the first day of November, 1964, or from the date of occupancy of the building, for the full term of fifteen (15) years, yielding and paying as rent therefor the sum of One Hundred ($100.00) Dollars per month during said term.

3. That FIRST NATIONAL BANK OF ST. GEORGE, its Successors and Assigns, shall, upon the conclusion of the aforesaid term, have the right, option and privilege to renew this Lease for an additional period of five (5) years, for a monthly rental of Three Hundred ($300.00) Dollars per month; and that upon the expiration of said five-year term, the Lessee, its Successors and Assigns, shall have the right, option and privilege of renewing this Lease for a further period of five (5) years, upon the payment of a fair and reasonable monthly rental therefor as may be agreed upon by the Parties hereto, and should said option to renew be exercised and the Parties be unable to agree upon the amount of rent, then, in such event, the Lessor and Lessee shall each have the right to appoint a representative to negotiate a fair and reasonable rental, and should the two representatives be unable to agree in respect of the amount of rent, a third party shall be chosen by the aforesaid two representatives, and the decision of any two shall be binding on the Lessor and Lessee.

4. The Lessor shall make available to the Lessee the area designated on the aforesaid plat as "Joint driveway and/or parking," as reference to said recorded plat will more fully show, for parking and/or driveway purposes, and the Lessee shall have the right to asphalt the same. It is understood and agreed that the Lessor shall have the right to use said parking area jointly with the Lessee as a right-of-way and/or for parking purposes.

5. That during the aforesaid fifteen-year period, FIRST NATIONAL BANK OF ST. GEORGE shall be considered the owner of the bank building for all purposes whatsoever, and shall, during said term,

2. TO HAVE AND TO HOLD, all and singular, the premises hereby demised unto FIRST NATIONAL BANK OF ST. GEORGE, its Successors and Assigns, from the first day of November, 1966, or from the date of occupancy of the building, for the full term of fifteen (15) years, yielding and paying as rent therefor the sum of One Hundred ($100.00) Dollars per month during said term.

3. That FIRST NATIONAL BANK OF ST. GEORGE, its Successors and Assigns, shall, upon the conclusion of the aforesaid term, have the right, option and privilege to renew this lease for an additional period of five (5) years, for a monthly rental of Three Hundred ($300.00) Dollars per month; and that upon the expiration of said five-year term, the lessee, its Successors and Assigns, shall have the right, option and privilege of renewing this lease for a further period of five (5) years, upon the payment of a fair and reasonable monthly rental thereafter as may be agreed upon by the parties hereto, and should said option to renew be exercised and the parties be unable to agree upon the amount of rent, then, in such event, the lessor and lessee shall each have the right to appoint a representative to negotiate a fair and reasonable rental, and should the two representatives be unable to agree in respect of the amount of rent, a third party shall be chosen by the aforesaid two representatives, and the decision of any two shall be binding on the lessor and lessee.

4. The lessor shall make available to the lessee the area designated on the aforesaid plat as "joint driveway and/or parking," as reference to said recorded plat will more fully show, for parking and/or driveway purposes, and the lessee shall have the right to asphalt the same. It is understood and agreed that the lessor shall have the right to use said parking area jointly with the lessee as a right-of-way and/or for parking purposes.

5. That during the aforesaid fifteen-year period, FIRST NATIONAL BANK OF ST. GEORGE shall be considered the owner of the bank building for all purposes whatsoever, and shall, during said term,

assigns, and against every person whomsoever lawfully claiming, or to claim the same or any part thereof, during the term of this agreement, maintain the building suitable for its use and occupancy, pay the taxes thereon, and also for such insurance as the Lessee may deem necessary or desirable.

6. The Lessor shall not sell, rent or lease to any person, corporation or institution whatsoever, any portion of the tract of land conveyed to Lucas Realty Corporation by Deed dated December 8, 1939, recorded in the office of the Clerk of Court for Colleton County in Deed Book 78, page 243, of which the lot and property hereinabove described and referred to is a part, for banking purposes during the period or term of this Agreement, including any renewals thereof.

7. That the Lessee shall not convey this Lease or sublet the premises without the written consent of the Lessor.

8. That upon the termination of the fifteen-year period aforesaid, the building shall become the property of the Lessor; Provided, however, the Lessee shall have the right at any time to remove all of the furniture, office machines, office fixtures, and all equipment located in or about the building, whether affixed to the freehold or not, including, but not limited to, the vault doors, vault equipment, drive-in windows, night depository, heating plant, and air conditioning unit and equipment, but not including the duct work installed for air conditioning and heating purposes.

9. It is understood and agreed that the building will be erected on the area designated "Building," on said recorded plat, and that no fence or fences will be placed upon said premises.

10. That all of the provisions herein contained shall be binding upon, and all advantages hereunder shall inure to the benefit of, the Parties hereto and their respective Successors and Assigns.

11. And LUCAS REALTY CORPORATION does hereby bind itself, its Successors and Assigns, to warrant and defend, all and singular, the said premises unto FIRST NATIONAL BANK OF ST. GEORGE, its Successors and Assigns, against itself and its Successors and

maintain the building suitable for its use and occupancy, pay the taxes thereon, and also for such insurance on the leased premises necessary or desirable.

6. The Lessor shall not sell, rent or lease to any person, corporation or institution whatsoever, any portion of the tract of land conveyed to Lucas Realty Corporation by deed dated December 3, 1959, recorded in the office of the Clerk of Court for Collier County in Deed Book 78, page 540, of which the lot and property hereinabove described and referred to is a part, for banking purposes during the period or term of this Agreement, including any renewals thereof.

7. That the Lessee shall not convey this lease or sublet the premises without the written consent of the Lessor.

8. That upon the termination of the fifteen-year period aforesaid, the building shall become the property of the Lessor; provided, however, the Lessee shall have the right at any time to remove all of the furniture, office machines, office fixtures, and all equipment located in or about the building, whether affixed to the freehold or not, including, but not limited to, the vault doors, vault equipment, drive-in windows, night depository, heating plant, and air conditioning units and equipment, but not including the duct work installed for air conditioning and heating purposes.

9. It is understood and agreed that the building will be erected on the area designated "building," on said recorded plat, and that no fence or fences will be placed upon said premises.

10. That all of the provisions herein contained shall be binding upon, and all advantages hereunder shall inure to the benefit of, the Parties hereto and their respective Successors and Assigns.

11. AND LUCAS REALTY CORPORATION does hereby bind itself, its Successors and Assigns, to warrant and defend, all and singular, the said premises unto FIRST NATIONAL BANK OF EVERGLADES, its Successors and Assigns, against itself and its Successors and

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Assigns, and against every person whomsoever lawfully claiming, or to claim the same or any part thereof, during the term of occupancy hereunder by FIRST NATIONAL BANK OF ST. GEORGE, its Successors and Assigns.

In Witness Whereof, LUCAS REALTY CORPORATION and FIRST NATIONAL BANK OF ST. GEORGE have caused these Presents to be executed in their respective corporate names, by their proper officers thereunder duly authorized, and their corporate seals to be affixed hereto, on the date first above written.

Signed, Sealed and Delivered in the Presence of:

Gerald C. Brook

John Wilson Patrick

LUCAS REALTY CORPORATION (SEAL)
Corp. Seal Affixed
By Paul Lucas Jr.
President

Tommy Jo L. Nettles
Secretary

FIRST NATIONAL BANK OF ST. GEORGE (SEAL)
Corp. Seal Affixed
By J. C. McAlhaney
President

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

PERSONALLY appeared before me Gerald C. Brook and made oath that he saw the within named FIRST NATIONAL BANK OF ST. GEORGE by J. C. McAlhaney, its President, sign the within written Instrument, and the said Corporation by said Officer seal the same, and as its act and deed, deliver the within written Contract and Agreement, and that he with John Wilson Patrick witnessed the execution thereof.

SWORN to before me this
11th day of May, A. D., 1984.

NOTARY PUBLIC, SOUTH CAROLINA (SEAL)

Assigns, and against every person whomsoever lawfully claiming, or to claim the same or any part thereof, during the term of occupancy hereunder by FIRST NATIONAL BANK OF ST. GEORGE, its Successors and Assigns.

In Witness Whereof, LUCAS REALTY CORPORATION and FIRST NATIONAL BANK OF ST. GEORGE have caused these Presents to be executed in their respective corporate names, by their proper officers thereunto duly authorized, and their corporate seals to be affixed hereto, on the date first above written.

Signed, Sealed and Delivered in the Presence of:

LUCAS REALTY CORPORATION (SEAL)

Corp. Seal Affixed

By _____
President

_____
Secretary

FIRST NATIONAL BANK OF ST. GEORGE (SEAL)

Corp. Seal Affixed

By _____
President

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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 LUCAS REALTY CORPORATION, by Paul Lucas, Jr., its President, and Tommy Jo L. Nettles, its Secretary, sign the within written Instrument, and the said Corporation by said Officers seal the same, and as its act and deed, deliver the within written Contract and Agreement, and that he with John Wilson Patrick witnessed the execution thereof.

Gerald C. Smoak

SWORN to before me this
11th day of May, A. D., 1964.

John Wilson Patrick (SEAL)
NOTARY PUBLIC, SOUTH CAROLINA

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me Gerald C. Smoak and made oath that he saw the within named FIRST NATIONAL BANK OF ST. GEORGE by J. C. McAlhany, its President, sign the within written Instrument, and the said Corporation by said Officer seal the same, and as its act and deed, deliver the within written Contract and Agreement, and that he with John Wilson Patrick witnessed the execution thereof.

Gerald C. Smoak

SWORN to before me this
11th day of May, A. D., 1964.

John Wilson Patrick (SEAL)
NOTARY PUBLIC, SOUTH CAROLINA

DEEDS

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me Gerald G. Smoak and made oath that he saw the within named LUCAS REALTY CORPORATION, by Paul Lucas, Jr., its President, and Tony Jo L. Hutton, its Secretary ..... sign the within written Instrument, and the said Corporation by said Officers seal the same, and as its act and deed, deliver the within written Contract and Agreement, and that he with John Wilson Patrick witnessed the execution thereof.

SWORN to before me this

11th day of May, A. D., 1984.

NOTARY PUBLIC, SOUTH CAROLINA (SEAL)

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me Gerald G. Smoak and made oath that he saw the within named FIRST NATIONAL BANK OF ST. GEORGE by J. C. McAlhany, its President, sign the within written Instrument, and the said Corporation by said Officer seal the same, and as its act and deed, deliver the within written Contract and Agreement, and that he with John Wilson Patrick witnessed the execution thereof.

SWORN to before me this

11th day of May, A. D., 1984.

NOTARY PUBLIC, SOUTH CAROLINA (SEAL)

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OPTION [illegible] PROPERTY

THIS AGREEMENT, made and entered into this 25th day of February, 1964, by and between AMERICAN AGRICULTURAL CHEMICAL COMPANY, a Delaware corporation, hereinafter referred to as "AAC", and C. H. Nettles and Son, hereinafter referred to as "Grantor".

W I T N E S S E T H:

Grantor hereby gives AAC [illegible] to AAC, upon and subject to the terms and conditions hereinafter set forth, an exclusive option to purchase the following described property located in Colleton County, South Carolina:

All that certain piece, parcel or tract of land situate, lying and being at Stephens Crossroads, Colleton County, South Carolina measuring and containing Two (2) Acres, more or less, and bounded on the North by lands of C. H. Nettles, formerly of Hattie Vachout; On the East and South by lands of Mr. Harry K. Kinard; and on the

(Continued on Appendix 1)

together with all and [illegible] rights, hereditaments, buildings, improvements and appurtenances [illegible] thereto and situated thereon, together with right of ingress and egress to said property. All of the foregoing property, whether real or personal, tangible or intangible, corporeal or incorporeal, is hereinafter for convenience referred to as "said premises."

1. CONSIDERATION FOR OPTION AND TOTAL PURCHASE PRICE

The consideration for the option herein granted is the sum of $1.00 and other valuable consideration received from AAC, which consideration includes the guarantee by AAC of certain promissory Note of Grantor to the SOUTH CAROLINA NATIONAL BANK ("Bank"), the sufficiency of said consideration being hereby acknowledged by Grantor.

The purchase price of said premises shall be Market Value Dollars ($ -------) plus or minus such sums as may be appropriate in accordance with the adjustments hereinafter provided for.

2. CONDITIONS, TIME AND MANNER FOR EXERCISING OPTION

The option herein granted may be exercised at any time by AAC, its successors and assigns between the date hereof and the 25th day of February, 1972, or the date that the guarantee Note

(Continued on Page 2)

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Recorded May 25 - 1964

DEEDS

is fully-paid, whichever is later, upon the happening of one or more of the following conditions:

a. If Grantor should for any reason cease to operate himself (or through a lessee or agent of Grantor) the fertilizer warehouse presently conducted or to be conducted on the premises described in the attached lease agreement.

b. Failure of Grantor upon demand by Bank or AAC to pay and discharge the Note (s) or any installments thereon according to the tenor of the Note(s).

c. Upon the beach by Grantor of any of the conditions of the Warehousing Agreement between the parties hereto dated February 25, 1964 (or any renewal thereof), or if Grantor at any time during the life of said agreement fails to purchase 80% of his annual requirements for products of the type sold by AAC and/or fails to warehouse, handle, or store, or sell on consignment only products of AAC.

d. The termination or cancellation of said Agreement referred to in "c" above (or any renewal thereof) by mutual consent or for any reason or cause not attributable to an act of AAC.

Failure to exercise said option upon the happening of any one of the above conditions shall not waive AAC's right to do so at any time thereafter before the date above mentioned.

This option may be exercised by notice in writing to Grantor that AAC elects to exercise the option.

3. CONDITIONS OF PURCHASE AND TITLE PROCEDURES

A. Conditions

The purposes for which AAC intends to use said premises if it exercises this option include constructing, renovating, maintaining and operating a Fertilizer Warehouse which purpose is hereinafter referred to as the "intended use". In order for said premises to be suitable for the intended use, AAC's obligations to close the purchase of said premises if it exercises this option are subject to compliance upon, or by the time of, the closing

(Continued on Page 3)

DEEDS

with all of the provisions of this contract ...ding the following:

(1) Title to said premises shall be good and marketable and free and clear of all liens, taxes, restrictions, covenants, easements, judgments, and encumbrances of every kind and character whatsoever.

(2) AAC shall have the right to immediate possession of said premises after closing, and said right of possession shall be free and clear of encroachments of every kind and character whatsoever and from the claims of any tenants or other occupants.

(3) Said premises shall be in the same condition as they are on the date of this agreement, ordinary wear and tear excepted.

(4) There shall be no restriction, covenant, contract, easement or title, plat restriction; city, county or state ordinance or law or rule or regulation; or any other restriction which would prevent or prohibit any of the intended uses or the obtaining from any governmental authority having jurisdiction or any customary or required building permit or approval for any intended use or for access to any street or adjacent highway.

(5) Water, gas and power supplies and sewage disposal facilities, all adequate for the intended uses, shall adjoin or abut said premises or be readily available and it shall not be necessary for AAC to purchase or otherwise secure any right of way or easement or other consent in order to connect with said utilities.

b. Survey

At any time prior to closing, AAC may cause the premises to be surveyed by a competent surveyor, which survey may also include topographic work. If such survey shows any encroachment on the premises, or any encroachment by structures on the premies of adjoining property, or any substantial projection in the area of the

(Continued on Page 4)

DEEDS

premises, AAC may by written notice to Grantor terminate this agreement. Except in case of such a termination, any more exact and accurate description of the premises resulting from such survey shall be used (in place of the foregoing description) in the deed of conveyance delivered at the closing. (In this paragraph, "the premises" refers only to the real property covered by this option agreement.) The cost of any such survey shall be paid by AAC.

c. Title Materials

Within fifteen (15) days following the exercise of this option, Grantor shall, at Grantor's sole expense, furnish and deliver to AAC with respect to said premises one of the following, AAC having the election as to which it will accept: (1) a full and complete abstract of title extended to current date and certified to by a competent abstractor for the use of Buyer, or (2) a Torrens certificate of title, or (3) a title insurance policy commitment, binder or report obligating the title company to issue to AAC an owner's policy of title insurance in the amount of the total purchase price. AAC shall inform Grantor upon exercise of this option which of the foregoing Grantor shall furnish. Any title insurance policy or title insurance commitment or binder provided for herein must be acceptable to AAC, shall show all exceptions the title policy will contain, and shall be prepared by a title insurance company approved by AAC. The premium for any such policy of title insurance and the cost of any abstracts or attorney's opinions in connection with such title insurance shall be at Grantor's sole expense. Any abstract furnished by the Grantor shall become the property of AAC at the time of closing.

d. Meeting Conditions

Within thirty (30) days after AAC has been furnished with title materials as specified in Section 3c, AAC shall provide Grantor with a written statement either to the effect that all conditions of Section 3a have been met and that the premises are accepted, or setting forth in what respects said conditions have not

DEEDS

been met. If said conditions have not been met, Grantor shall proceed promptly and diligently to make all reasonable efforts to meet them. AAC shall cooperate with Grantor in all such efforts, and if Grantor does not proceed promptly or diligently, AAC may undertake such efforts either in its own name or in Grantor's name.

Within sixty (60) days from and after the date on which Grantor shall have been provided with a written statement as to whether or not said conditions have been met, AAC shall, if it has not already accepted the premises, provide Grantor with a second written statement which shall either state that all conditions have been met and that said premises are accepted or propose additional time for meeting such conditions. In the latter event the parties shall agree upon a reasonable extension of time for meeting said conditions. If there is any application, litigation or other proceeding pending for the purpose of obtaining necessary permits, licenses, variances, zoning designations and governmental approvals necessary for any intended use of said premises then the period for meeting said conditions shall be automatically extended until forty-five (45) days following the final determination on such application, litigation or proceeding.

At the expiration of the time provided for meeting said conditions, AAC shall, subject to AAC's rights of partial acceptance provided for in Section 3e, either waive the failure to meet said conditions and accept said premises or reject said premises for failure to meet all of said conditions. If said premises are rejected for failure to meet any of said conditions, then Grantor shall promptly return to AAC all sums or other consideration paid to Grantor hereunder and this agreement shall thereupon terminate.

e. Partial Acceptance of Said Premises

In the event a substantial portion but not all of real property included in said premises meets the conditions of Section 3a, then AAC may elect to purchase only such portion for such part of the total purchase price as the area of such portion bears to the whole of the real property included in said premises, and reject the remainder.

(Continued on Page 6)

DEEDS

f. Expense of Meeting Conditions

Grantor shall bear the entire cost and expense of any and all efforts to meet the conditions of Section 3a which are undertaken by Grantor. The cost and expense of any such efforts made by AAC shall be deducted from the purchase price.

4. TAXES

At the closing:

a. Unpaid Taxes

Except as is hereinafter otherwise provided in subsections b and c, Grantor shall be responsible for and shall pay all unpaid taxes on said premises which shall have been levied prior to the date of the conveyance, including all real, personal and special taxes which may then be a lien on said premises or any part thereof. Grantor shall furnish AAC with satisfactory evidence that such taxes have been paid, or if any such taxes are unpaid, AAC may elect to pay such taxes and deduct the amounts so paid from the total purchase price.

b. General Taxes and Assessments

Taxes for the tax year embracing the date of the conveyance shall be prorated to such date. If the amount of such taxes cannot be determined at the date of the conveyance, the basis for proration shall be the product of the previous year's tax rates applied to the current year's assessed value. If conveyance of said premises to AAC will necessitate the division of property between AAC and Grantor on the assessment and tax rolls, AAC and Grantor shall agree at the date of the conveyance as to the portion of the total assessed value to be assigned to said premises and the portion to be assigned to the property retained by Grantor. The taxing authorities shall be authorized to make such division in accordance with such agreement. Grantor shall be liable for all taxes on any property situated on the above described premises which is retained by Grantor.

In the event all or any portion of the taxes for the tax year embracing the date of the conveyance have not been paid at such date, AAC shall assume responsibility for such taxes and the portion prorated to Grantor shall be deducted from the total purchase

(Continued on Page 7)

DEEDS

price.

c. Special Taxes and Assessments

Grantor shall also pay all special taxes and assessments levied or assessed against said premises prior to the date of conveyance including installments thereof to become due thereafter. In case it cannot be definitely determined at the date of conveyance what amount will be required to pay such special taxes and assessments in full, then a reasonable amount to cover Grantor's share of such taxes or assessments shall be determined for the purpose of making appropriate adjustments in the total purchase price. If conveyance of said premises to AAC will necessitate the division of property between AAC and Grantor and AAC elects to pay future installments of special assessments upon said premises, appropriate division of such unpaid installments on the special assessment rolls shall be made if this can be done under existing laws or assessing ordinances. If such division cannot be made, then an agreement as to the responsibility for such payments shall be entered into, and appropriate adjustments to cover such installments and accruing interest shall be made in the total purchase price.

5. CLOSING

Promptly upon notice from AAC to Grantor that it will accept the premises, this contract shall be closed. References herein to "the date of conveyance" shall mean the time of closing. The closing shall be held at the office of AAC's counsel unless otherwise agreed to by the parties. At the closing AAC shall pay the balance of the total purchase price (or applicable portion under Section 3e,) which payment may be made by check of AAC, and Grantor shall execute and deliver to AAC a good and sufficient general warranty deed (and Bill of Sale containing full warranties if personal property is also involved) covering the whole of said premises (or the applicable portion thereof if Section 3e applies). Such deed shall be in such form as will release and waive all rights of homestead, dower, curtsey, community property and any other similar rights and shall convey said

DEEDS

premises to AAC free and clear of any and all liens and encumbrances. The necessary revenue stamps shall be affixed to such deed by Grantor at Grantor's cost. If AAC so elects, such balance of purchase price may be deposited in escrow with a competent escrow agent for such time as is necessary to record the deed and determine title of record in AAC free and clear of any liens and encumbrances.

6. MISCELLANEOUS

a. Removal of Property

In the event Grantor retains ownership of any property situated upon the above described premises, Grantor agrees to remove the same at Grantor's cost within thirty (3) days from the date of conveyance; and in the event of Grantor's failure to do so, AAC may, after ten days' written notice to Grantor, remove and dispose of and store same at Grantor's expense in such manner as AAC shall determine in its sole discretion.

b. Notices

Unless otherwise specified, notice shall be given in writing by mail, telegraph or personal delivery to the respective parties at the addresses hereinafter set forth. Either of such addresses may be changed by appropriate notice to the other party. In the event there is more than one Grantor of said premises then any notice given to any of said Grantors at the address specified for grantor shall constitute notice to all:

Grantor's Address for Notices:

Name: C. H. Nettles & Son

Street Address Route 1

City, Zone, State: Lodge, South Carolina

AAC's address for Notices:

Name: American Agricultural Chemical Company

Street Address: 724 Knox Abbott Drive

City, Zone, State: Cayce, South Carolina

DEEDS

Any and all notice of option, of cancellation of this agreement, and change of address shall either be delivered to the addressee in person or shall be sent to the addressee by mail, postage prepaid. As to any notice given by mail, the date of giving the notice shall be the date of mailing.

c. Paragraph Captions

The captions of paragraphs in this agreement are inserted for convenience only and are not intended to be fully descriptive of the paragraphs to which they apply, and shall not be considered in the construction of any provision of this agreement.

d. Entirety of Agreement

This agreement contains the whole agreement of the parties hereto and there are no representations, inducements or understandings, oral or otherwise, except those herein set forth.

e. Successors and Assigns

This agreement may not be assigned by either of the parties hereto without the other party's consent. All terms, provisions and conditions herein contained shall be binding upon and inure to the benefit of all the parties hereto, their heirs, personal representatives, successors, and assigns.

7. SPECIAL PROVISIONS

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

ATTEST: C. H. Nettles & Son
(Grantor)

Witness — C. H. Nettles (SEAL)
Partner

Witness — by Ralph Nettles
Partner

ATTEST: AMERICAN AGRICULTURAL CHEMICAL COMPANY

Witness (SEAL)

Witness — By
Treasurer

(Continued on Page 10)

DEEDS

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

Personally appeared before me [illegible] and made oath that he saw Mr. Hughes Mayo sign, seal, and deliver the within conveyance 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 the [illegible] day of [illegible], 19[illegible].

[illegible]
Notary Public

JOHN J. FLYNN
Notary Public, State of New York
No. 41-1[illegible], Qual. in Queens Co.
Cert. Filed in New York County
Commission Expires March 30, 1[illegible]

STATE OF SOUTH CAROLINA)
COUNTY OF Gaston) ss:

Personally appeared before me D. E. Sims and made oath that he saw Messrs. Ralph and C. H. Nettles sign, seal and deliver the within conveyance for the uses and purposes therein mentioned, and that he with John D. Elliott, in the presence of each other, witnessed the due execution thereof.

Sworn to before me the 30th day of March, 1964

Geneva J. Renton
Notary Public

DEEDS

C. H. Nettles & Son
(February 25, 1964)

OPTION FOR PURCHASE OF PROPERTY

Property Description Continued

Appendix I

West by other lands belonging to R. T. Nettles from which this was formerly a part, this being a part of the lands inherited by Wilhelmina Stephens from her father J. Wash Stephens.

Being the East one-half (1/2) of lands conveyed by deed of Wilhelmina Stephens to W. H. McLeod, Jr. and H. Wayne Unger dated 28 November 1953, recorded in the office of the Clerk of Court for Colleton County, South Carolina in Deed Book 113 at page 231 and being the same lands conveyed to R. T. Nettles by deed of W. J. McLeod, Jr., and H. Wayne Unger, dated 7 May 1963.

DEEDS

10.3

OPTION TO LEASE AGREEMENT

IN CONSIDERATION of the sum of $1.00 and other valuable consideration received from AMERICAN AGRICULTURAL CHEMICAL COMPANY, a Delaware corporation ("AAC"), which consideration includes the guarantee by AAC of certain promissory Note (s) of the undersigned (hereinafter called "Grantor", whether one or more) to the SOUTH CAROLINA NATIONAL BANK ("Bank"), the sufficiency of said consideration being hereby acknowledged, Grantor, whose address is 100 Church St., New York, N. Y, on behalf of themselves, their heirs, personal representatives, successors and assigns, have this day bargained, granted and sold and by these presents do bargain, grant and sell unto AAC, its successors and assigns, an irrevocable option to lease the premises described in the attached lease agreement of even date upon the terms and conditions herein specified; and said lease agreement which has been duly signed and acknowledged in quadrupicate is made a part hereof but shall not become effective unless and until the option herein granted is exercised in the manner hereinafter described. The Option to lease hereby granted may be exercised by AAC, its successors and assigns upon the happening of one or more of the following conditions at anytime between the date hereof and the 25th day of February, 1964, or until the promissory note(s) or any extensions or renewals thereof referred to above are fully satisfied; whichever is later:

1. If Grantor should for any reason cease to operate himself (or through a lessee or agent of Grantor approved by AAC) the business presently conducted or to be conducted on the premises described in the attached lease agreement.

2. Failure of Grantor upon demand by Bank or AAC to pay and discharge the Note (s) or any installments thereon according to the tenor of the Note (s).

3. Upon the breach by Grantor of any of the conditions of the Warehousing Agreement between the parties hereto, dated February 25, 1964 (or any renewals thereof), or if Grantor at any time during the life of said agreement fails to purchase 80% (eighty per cent) of his annual requirements for products or the type sold by AAC and/04 fails to warehouse, handle, or store or sell on consignment only products of AAC.

(Continued on next page)

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4. The termination or cancellation of said Agreement referred to in 3 above (or any renewal thereof) by mutual consent or for any reason or cause not attributable to an act of AAC, or the failure of Grantor during the life of said agreement to fulfill any of its obligations under that agreement.

Failure to exercise said option upon the happening of any one of the above conditions shall not waive AAC's right to do so at any time thereafter before the date above mentioned.

The term of said Lease shall begin, and the rentals therein stipulated shall begin to accrue to the benefit of Grantor, his heirs, personal representatives and assigns, and shall be payable in the manner as therein specified when said option is exercised by AAC by written notice and acceptance of said Lease, either mailed to Grantor at the above address or filed for record, in the County where the property described in said Lease is located.

IN WITNESS WHEREOF, the Grantor sets its hand and seal as of this 25th day of February, 1964.

Witness:

D. E. Sims

John D. Elliott

C. H. NETTLES & SON, (Grantor)

By: Ralph Nettles Partner

C. H. Nettles Partner

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me D. E. Sims and made oath that he saw Messrs. Ralph and C. H. Nettles sign, seal and deliver the within conveyance for the uses and purposes therein mentioned, and that he with John D. Elliott, in the presence of each other witnessed the due execution thereof.

Sworn to before me this 30th day of March, 1964.

Lee Dean L. Benton - seal affixed
Notary Public for South Carolina

Recorded May 25, 1964 9 A. M.

BOOK 133

106

INDENTURE, made this 8th day of May, 19 64, by and between E. H. Hickman Owner

of the Peniel Community, ~~Colleton~~, 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 town as developement of Peniel Homes County of Colleton, State of South Carolina, which said land abuts on the street or highway known as a tract if kabd cobtaining building lots located on S. C. Road 233 ~~xxxxxoff~~ U. S. Highway 17-A, near Walterboro, and is bounded Northerly by lands of Raymond Cejko Easterly by lands of S. C. Road 233 Southerly by lands of W. Va. Pulp & Paper Co. Westerly by lands of W. Va. Pulp & Paper Co. 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:

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 — E. H. Hickman (SEAL)

A. W. Williams — (SEAL)

recorded 6/2/64 9 A. M. (SEAL)

(SEAL)

Form SW-4-S.C.-1-56

DEEDS

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State of South Carolina,
County of Colleton

Personally appeared before me H. C. Hutson and made oath that he saw the within named E. H. Hickman 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 A. W. Williams in the presence of each other, witnessed the due execution thereof.

H. C. Hutson

Sworn to before me this 27th day of May, 19 64

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 _____

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INDENTURE, made this 7th day of May, 19 64, by and between
Clarence Bowers

of the Community of Peniel, 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 unty of Colleton, State of South Carolina, which said land abuts on the street or highway known as S. C. Road 233 (Pellum Extension) and is bounded

Northerly by lands of S. C. Road 233 Easterly by lands of E. H. Hickman

Southerly by lands of W. Va. Pulp & Paper Co. Westerly by lands of E. H. Hickman

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: Install two poles and extend line between poles ~~for a distance of approximately~~ Parrell to S. C. Road 233 for a distance of approximately 360 feet. Also to three anchors. Poles, to be approximately one foot on private property one of which will leave Mr. Bowers residence.

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 orne 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	Clarence Bowers (SEAL)
A.W. Williams	(SEAL)
	(SEAL)
	(SEAL)

recorded June 2, 1964 9 A. M.

Form RW-4-S.C.-1-56

DEEDS

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State of South Carolina,
County of Colleton

Personally appeared before me H. C. Hutson
and made oath that he saw the within named Clarence Bowers 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 A. W. Williams in the presence of each other, witnessed the due execution thereof.

H. C. Hutson

Sworn to before me this 27th day of May, 19 64
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 o'clock in the noon at and recorded in Book of Deeds for said County on page

THIS LEASE, made this 1st day of April, 1964, by and between the lessor, W. R. Grace & Co., a Connecticut corporation, operating through its Davison Chemical Division, with an office at Baltimore, Maryland, hereinafter called "Davison", and the lessee, Marshall and D. L. Bishop a partnership with its principal office at Islandton, S. C., hereinafter referred to as "Lessee",

W I T N E S S E T H :

That, in consideration of the mutual covenants and agreements herein contained, the parties hereto have covenanted and agreed and do hereby covenant and agree as follows:

1. (a) Davison hereby leases to Lessee the equipment listed below, hereinafter referred to as "Facility". Said equipment comprising the Facility shall be delivered by Davison, f.o.b. carrier, at which point Lessee shall take possession. Said equipment is identified as follows:

Number	Description	Serial No.
1	6,000 gallon Savannah Model Aluminum Storage Tank.	3-17-74164
1	Barnes Pump W/ General Electric 3 HP Electric Motor.	5AU-1-123-19764 5KC-184-BG-183
1	Lot Piping, Valves, and Fittings.	

Said Facility shall be installed at Islandton S. C. Davison may, at any time, and from time to time, substitute other equipment of like kind and quality in the place and stead of the equipment above specified.

(b) The Facility shall be used for the storage of direct application nitrogen fertilizer solutions

Recorded June 19 1964 2 P.M.

DEEDS

furnished exclusively by Davison, excepting only that if Davison shall at any time be unwilling or unable to supply Lessee's requirements of direct application nitrogen fertilizer solutions, Lessee may use the Facility for storage of such solutions supplied by others, but only to the extent that Davison is not supplying Lessee's said requirements.

(c) Lessee hereby accepts the lease of the Facility, subject to the terms and conditions herein contained.

2. Lessee hereby agrees to pay to Davison as of January 1 of each year a rental of one dollar ($1.00) per year for the Facility, beginning January 1, 1964, and, in addition, to enter into a contract which shall run concurrently with the period of this lease, under which Lessee shall agree to purchase Lessee's requirements of direct application nitrogen fertilizer solutions from Davison during the term of this lease.

3. Lessee hereby agrees:

(a) To supply or cause to be supplied a foundation for the Facility which shall comply with Davison's reasonable specifications therefor, and to install or cause to be installed the Facility without expense or liability to Davison. Lessee shall pay all costs and expenses of operation of the Facility during the term of this lease.

(b) That it is liable for all loss or damage to the Facility, and further agrees to insure, or cause to be insured, each Facility, in such amounts and against such hazards as Davison may reasonably request. Davison shall be named in each case as an additional assured. In the event of destruction of any Facility, the proceeds of such

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furnished exclusively by Davison, excepting only that if Davison shall at any time be unwilling or unable to supply Lessee's requirements of direct application nitrogen fertilizer solutions, Lessee may use the Facility for storage of such solutions supplied by others, but only to the extent that Davison is not supplying Lessee's said requirements.

(c) Lessee hereby accepts the lease of the Facility, subject to the terms and conditions herein contained.

2. Lessee hereby agrees to pay to Davison as of January 1 of each year a rental of one dollar ($1.00) per year for the Facility, beginning January 1, 1964, and, in addition, to enter into a contract which shall run concurrently with the period of this lease, under which Lessee shall agree to purchase Lessee's requirements of direct application nitrogen fertilizer solutions from Davison during the term of this lease.

3. Lessee hereby agrees:

(a) To supply or cause to be supplied a foundation for the Facility which shall comply with Davison's reasonable specifications therefor, and to install or cause to be installed the Facility without expense or liability to Davison. Lessee shall pay all costs and expenses of operation of the Facility during the term of this lease.

(b) That it is liable for all loss or damage to the Facility, and further agrees to insure, or cause to be insured, each Facility, in such amounts and against such hazards as Davison may reasonably request. Davison shall be named in each case as an additional assured. In the event of destruction of any Facility, the proceeds of such

insurance shall be used either to reconstruct the Facility or shall be paid over to Davison, as Davison may direct, and, in case of the latter, this lease shall thereupon terminate as to the Facility so destroyed.

(c) To furnish an instrument from the owner of the land on which the Facility is located, such instrument to be in form approved by Davison, permitting Davison or Lessee to enter upon the premises at any reasonable time, and, to remove the Facility without liability to the land owner therefor. Said instrument shall provide that the Facility is to be treated as personal property and shall in no sense be considered or treated as a fixture, or a part of the real estate, regardless of the manner of installation or use.

(d) To maintain or cause to be maintained the Facility in the same condition as on the date of delivery, ordinary wear and tear expected; to comply with all rules, laws, and regulations issued by any governmental authority having jurisdiction; to pay all taxes, fees, assessments and/or levies on the Facility; to permit no liens or encumbrances to attach to the Facility, nor permit nor perform any act or deed which will in any way impair Davison's title to the Facility during the continuance of this agreement; not to remove the Facility from the location hereinbefore specified, except with Davison's prior written approval.

(e) To hold Davison, its officers, agents and employees harmless from and against any and all loss, damage, expense, and liability resulting from injury to or death of any person, including

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employees of Lessee, or injury to property arising from any cause related to the Facility and/or the materials contained therein or sold and delivered therefrom.

(f) To record or cause to be recorded such instruments as will provide notice generally that title to the Facility remains in Davison.

4. Davison shall have the right to terminate this lease forthwith and to repossess the Facility upon the happening of any one or more of the following:

(a) If a petition in bankruptcy shall be filed against Lessee or if Lessee shall make an assignment for the benefit of creditors.

(b) If Lessee shall fail to pay the rentals herein provided at the times provided therefor, or shall breach any of the other terms, covenants, or conditions contained in this or any other agreement now or hereafter in force between Lessee and Davison.

5. Davison does not warrant or guarantee the Facility or any part thereof in any way.

6. Lessee agrees that it will not paint or place, or permit to be painted or placed, any sign or other advertising device, bill, or billboard upon the Facility except such as relate directly to Lessee's business, without Davison's prior written consent, such consent to be subject to withdrawal by Davison at any time. Lessee shall not use any Davison trademark, except with Davison's prior written consent

7. This lease shall become effective as to the Facility upon delivery thereof to Lessee, and shall continue through December 31, 1964, and from year to year thereafter at the same annual rental, unless either party shall give to the other at least 90 days' prior

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written notice of its intention to terminate as of December 31, 1964, or any subsequent December 31.

At the termination of this lease, the Facility shall be dismantled and delivered to Davison at Islandton, S. C., by Lessee, in the same condition as when delivered to Lessee, ordinary wear and tear excepted. Lessee shall purchase any material remaining in the tanks upon termination of this lease.

8. The duties and liabilities hereunder of the Lessee, if there be more than one, shall be joint and several.

9. Except as otherwise expressly set forth herein, Lessee shall not assign this lease or the Facility, except with Davison's prior written consent.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

Witness

X Marshall Bishop

X D. L. Bishop

W. R. GRACE & CO.
Davison Chemical Division

By W. H. Logan, Jr.
W. H. Logan, Jr., Manager

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STATE OF SOUTH CAROLINA,)
COUNTY OF _____)

PERSONALLY appeared before me W. M. Walters and made oath that he saw the within named W. H. Logan Jr sign, seal, and as his act and deed, deliver the within written deed, and that _____ he with E. H. Tilton witnessed the execution thereof.

SWORN to before me this 1 day of May A.D. 1964)
Robert O. Hallman (SEAL))
Notary Public for S. C.

STATE OF SOUTH CAROLINA,)
COUNTY OF Colleton)

PERSONALLY appeared before me J. K. Meers and made oath that he saw the within named Murphy Bishop & L. L. Bishop sign, seal, and as their act and deed, deliver the within written deed, and that _____ he with _____ witnessed the execution thereof.

SWORN to before me this 19 day of June A.D. 1964)
C. B. Crosby (Seal))
Notary Public for S. C.
Clerk of Court

DEEDS

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BOOK 133

112

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 MARY JONES, 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, with the buildings and improvements thereon, situate, lying and being approximately one and five tenths (1.5) tenths miles from the Town of Walterboro, in the County of Colleton and State of South Carolina, and being bounded as follows: Measuring one hundred seventy-three (173') feet on the Northeastern line and bounded on the Northeast by lands of R. S. Case and lands of E. W. Sanders; measuring one hundred sixty (160') feet on the Southeastern line and bounded on the Southeast by lands of E. W. Sanders; measuring one hundred seventy-seven and seven tenths (177.7) feet on the Southwestern line and bounded on the Southwest by State Highway No. 63 (formerly U. S. Highway No. 17) and measuring one hundred fifty nine (159') feet on the Northwestern line and bounded on the Northwest by lands of Johnnie B. Rhodes. The above tract of land is more particularly shown on a plat made by Harry M. Fripp, Registered Surveyor, dated June 15, 1951.

For assignment of Interest see Book 140 at Page 302

Recorded June 27. 1964
9 a

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 Two Thousand, Nine Hundred and No/100 ------ ($ 2,900.00) Dollars to be paid in the manner following: The sum of Two Hundred and No/100 ------- ($ 200.00) 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, Seven Hundred and No/100 ------- ($ 2,700.00) 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 Mary Jones (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-five and No/100 ---- ($ 25.00) Dollars each, commencing on the first day of August, 19 64, 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 Ten and No/100 ------ ($ 10.00) 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.

112B

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 June, 1964, and witness the Hand and Seal of the within Mary Jones

this 9th day of June, 1964

Signed, Sealed and Delivered in Presence of:

Julia M. Landreth

Myrtle S. Cox

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas

CALHOUN THOMAS, *President.*

ATTEST:

James G. Thomas

JAMES G. THOMAS, *Manager.*

Marguerite A. Kinard

Calhoun R. Rodey

Mary Jones (SEAL)

Purchaser.

(SEAL)

Purchaser.

DEEDS

1117

3

7. That the premises are bought and sold in their present state or condition, as an additional consideration for this agreement, the purchaser shall keep the premises in good condition and repair, and failure to do so [illegible] the option of the Association, a violation of this agreement, and sufficient cause for it [illegible] therefor.

8. In the event the said Purchaser shall fail promptly to make any of the monthly payments as herein [illegible] and/or shall fail to pay when due any insurance premium, [illegible] said premises or should any monthly payment and/or monthly amount necessary to pay taxes and insurance [illegible] due and unpaid for a period of fifteen (15) days, the said Association shall, at its option, be relieved of [illegible] any liability to make and deliver any such Deed to the Purchaser. In any such event the right of the [illegible] absolutely null and determine hereunder, and the said Purchaser may be treated as a mere holding over [illegible] occupation of, or tenancy to the premises, and the said Purchaser shall forfeit [illegible] possession of the premises, and to pursue such remedies as it may be entitled to under the law [illegible] said Purchaser, the Purchaser hereunder shall be treated as now or as by the said contract [illegible] may call for 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 of this property [illegible] the entire contract of sale.

IN WITNESS WHEREOF, the Federal Savings and Loan Association of Pueblo has caused its [illegible] to be signed in its name by Gilbert Flores, its President, and its seal to be affixed, the day [illegible]

(Corporate Seal to be affixed this) 9th day of June, 1964

and seal of the within

Mary James

day 9th day of June, 1964

Signed, Sealed and Delivered in the presence:

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF PUEBLO

By [illegible]

ATTEST:

[illegible]

Mary James (SEAL)

Purchaser

(SEAL)

Purchaser

1120

STATE OF SOUTH CAROLINA,
COUNTY OF Beaufort

PERSONALLY appeared before me Julia M. Landreth 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 its Secretary, 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 B. Boyd witnessed the execution thereof.

Julia M. Landreth

SWORN to before me, this 9th day of June, 1964

(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 MARY JONES sign, seal, and, as her 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 22nd day of June, 1964

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

NOT NECESSARY

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 _____ _____ (SEAL)

day of _____, A. D. 19____

_____ (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

MARY JONES

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 133

114

South Carolina
State Highway Department
Form No. 2090 Rev. 11/30/61

№ 11365
No. 11362

THE STATE OF SOUTH CAROLINA
County of Colleton

LEASE
Borrow and Material Pit

Docket No. 15.347 & 15.348 Road 369,370,372,374, 208, 60, 289, 368, 360, 317 180, 116, 331,358 Road No. 359,371, 377

THIS AGREEMENT made and entered into this 17 day of July, 19 64, by and between C. M. Padgett 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 1.5 acres, more or less, situated on land owned by the lessor, described as follows:

Sand Clay Pit located in uncultivated field 30624 feet Left Station 0/36, Road 234. Material to be used for earth type base course on Roads 116 and 234. 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 road.

TO HAVE AND TO HOLD the said right to remove such material, from said pit or pits, and the right of access thereto until July 17, 1966.

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, 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, 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 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 by outfall ditch.

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. 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;

Recorded 7/23/64 9 A. M.

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

MARY JONES

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 133

116

South Carolina
State Highway Department
Form No. 2090 Rev. 11/30/61

TOP SOIL PIT MATERIAL

THIS PIT HAS BEEN RECORDED

№ 11367

THE STATE OF SOUTH CAROLINA
County of COLLETON

LEASE
Borrow and Material Pit

Docket No. 15.346 Route No. Road No. 74,378 & 379

THIS AGREEMENT made and entered into this 17 day of July, 19 64, 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, 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 1.66 acres, more or less, situated on land owned by the lessor, described as follows:

Top Soil Pit located in wooded lands approximately 21,120' Rt. Sta. 225/18, Road 379, Material to be used for earth type base course on Road 379. 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 road

TO HAVE AND TO HOLD the said right to remove such material, from said pit or pits, and the right of access thereto until July 17, 1966

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, 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 _____ 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 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.

Recorded 7/30/64 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. 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;

DEEDS

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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

Foch Ulmer

C. M. Padgett
Lessor.

Witnesses as to State Highway Department:

S. C. State Highway Department

Saundra R. Conway

Linda Kay Blume

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. M. Padgett 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 17
day of July, 19 64

A. P. Smith

Robert F. Caughman
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 S he saw the within named A. A. Muckenfuss sign, seal and as his act and deed, executethe within written instrument; and that S he with Linda Kay Blume witnessed the execution thereof.

Sworn to before me this 20th
day of July, 19 64

Saundra R. Conway

S. Seay
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 _____, 196___.
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.

Note: If execution of mortgage release not desired, make payment jointly 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.

BOOK 133

116

South Carolina
State Highway Department
Form No. 2090 Rev. 11/30/61

TOP SOIL PIT MATERIAL
THIS PIT HAS BEEN RECORDED

№ 11367

THE STATE OF SOUTH CAROLINA
County of COLLETON

LEASE
Borrow and Material Pit

Docket No. 15.346 Route No. Road No. 74,378 & 379

THIS AGREEMENT made and entered into this 17 day of July, 19 64, 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, 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 1.66 acres, more or less, situated on land owned by the lessor, described as follows:

Top Soil Pit located in wooded lands approximately 21,120' Rt. Sta. 225/18, Road 379, Material to be used for earth type base course on Road 379. 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 road

TO HAVE AND TO HOLD the said right to remove such material, from said pit or pits, and the right of access thereto until July 17, 1966

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, 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 _____ 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 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.

Recorded 7/30/64 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. 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;

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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

Shirley L. Marvin, Jr.

C. Herbert Crosby
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 C. Herbert Crosby sign, seal and as his act and deed, execute the within written instrument; and that he with Shirley L. Marvin, Jr. witnessed the execution thereof.

Sworn to before me this 23rd day of July, 19 64

A. P. Smith

N. 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 S he saw the within named A. A. Muckenfuss sign, seal and as his act and deed, executethe within written instrument; and that S he with Linda Kay Blume witnessed the execution thereof.

Sworn to before me this 28th day of July, 19 64

Saundra R. Conway

S. Seay
Notary Public for S. C.

The State of South Carolina
County of Colleton

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) Walterboro Production Credit Association 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 C. Herbert Crosby to Walterboro Production Credit Assn., recorded in Mortgage Book 104 at Page 41 in office of the Clerk of Court or RMC of Colleton County.

WITNESS our hand and seal this 23rd day of July, 196 4.
in the presence of:

WALTERBORO PRODUCTION CREDIT ASSN.

A. P. Smith

Shirley L. Marvin, Jr.

By: B. B. Cave, Manager

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.

_____

Note: If execution of mortgage release not desired, make payment jointly 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.

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 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 C. Herbert Crosby to Federal Land Bank of Columbia, 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 23rd day of July, 196 4.
in the presence of:

FEDERAL LAND BANK ASSOCIATION OF Walterboro

Faye W. Smoak

~~XXX~~ A. P. Smith

By: George W. Harris, Jr., Manager

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

LEASE

THIS AGREEMENT, made this 30th day of July 1964 by and between Harold M. Robertson and L. G. Fishburne, of Walterboro, South Carolina, hereinafter styled the Lessors, and Humble Oil & Refining Company, of P.O. Box 420, Charlotte, North Carolina, hereinafter styled the Lessee.

WITNESSETH:

That the said Lessors do hereby lease unto the said Lessee, and the said Lessee does hereby lease from the said Lessors, without artificial heat, light or water, those certain premises situate, lying and being on the west side of Lucas Street, in the Town of Walterboro, Colleton County, South Carolina, together with the buildings thereon, and being more particularly described as follows:

All that certain piece, parcel or lot of land, together with the buildings thereon, situate, lying and being in the Town of Walterboro, Colleton County, South Carolina, bounded on the North by lands of L. G. Fishburne and Harold M. Robertson, occupied by Walterboro Home Bakery; East of Lucas Street; South by a public alley, sometimes referred to as Washington alley; and West by a private alley; being the same premises formerly occupied by Robertson Hardware, and more recently occupied by Leon Gelson.

TO HAVE AND TO HOLD the premises above described for the term of two (2) years, said term to commence on the first day of August 1964 and to end on the 31st day of July 1966, at an annual rent of Eighteen Hundred and 00/100 ($1800.00) Dollars in equal monthly installments of One Hundred Fifty and 00/100 ($150.00) Dollars, payable in advance, on the first day of each calendar month, commencing on the first day of August 1964.

The Lessors hereby give and grant to the Lessee as a part of the consideration for this lease, the right and option to renew this lease for an additional term of three 1-year periods at an annual rent of Eighteen Hundred and 00/100 ($1800.00) Dollars in equal monthly installments of One Hundred Fifty and 00/100 ($150.00) Dollars, provided that said Lessee gives to the said Lessors thirty (30) days' notice of its intention to do so; and as a part of the consideration for this lease the Lessors hereby give and grant to the Lessee the right and option to renew this lease at the termination of the first renewal thereof for an additional term of three 1-year periods at an

Recorded Sept. 10 - 1964.
4 PM

DEEDS

annual rent of Eighteen Hundred and 00/100 ($1800.00) Dollars in equal monthly installments of One Hundred Fifty and 00/100 ($150.00) Dollars, provided that said Lessee gives to the said Lessors thirty (30) days' notice of its intention to do so; and as a part of the consideration for this lease the Lessors hereby give and grant to the Lessee the right and option to renew this lease at the termination of the second renewal thereof for an additional term of three 1-year periods at an annual rent of Eighteen Hundred and 00/100 ($1800.00) Dollars in equal monthly installments of One Hundred Fifty and 00/100 ($150.00) Dollars, provided that said Lessee gives to the said Lessors thirty (30) days' notice of its intention to do so.

This lease covers no equipment, furniture or fixtures located on said premises except an air conditioner and a heater which said Lessors do hereby lease to the said Lessee, provided that the said Lessee shall pay all operation and maintenance costs thereon, and that the said Lessors shall not be obligated to pay any operation or maintenance costs thereon or in connection therewith.

And the Lessee promises to quit and deliver up the said premises to the Lessors, or their attorneys, peaceably and quietly, at the end of the term, in as good condition, reasonable use thereof, fire and other unavoidable casualties excepted, as they now are, and not to make or suffer any waste thereof.

IT IS FURTHER AGREED, that if there is default in the payment of the rent above stipulated for as long as thirty (30) days' after the same is due, the said Lessors, their attorneys or agent, shall have the right to re-enter and re-possess the said premises, and to expel and remove therefrom the said Lessee or any other person occupying the same.

It is understood and agreed that in the event said premises shall be totally destroyed by fire or be so damaged as to become untenantable, the tenancy shall terminate unless the damage done to the building shall be of a temporary nature, and can be restored within sixty (60) days, in which event the Lessors will restore the property damaged, but during the period of such restoration, the Lessee shall be abated such portion of the rental as may be

DEEDS

fair for the portion of the premises so damaged and s 'e untenant ble.

Lessors shall be responsible for the repairs a upkeep of the roof and outside of building, also any replacement of any defective major equipment pertaining to building.

That during the term of this lease the Lessors shall pay all taxes imposed on the demised premises by any lawful authority.

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.

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 said parties have hereunto set their hands and seals, in duplicate, the day and year first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

J. F. Lucille — (L.S.)

Norman S. Kirley — (L.S.)

As to Lessors

Lessors

HUMBLE OIL & REFINING COMPANY

By: W. A. Nichols (L.S.)

Its Charlotte Area Manager

Lessee

L. O. Neff Jr.

As to Lessee

NOTARY PUBLIC

DEEDS

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me J. F. Riddle and made oath that he saw the within named Harold M. Robertson and L. G. Fishburne sign, seal and, as their act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that he, with Norma S. Miley witnessed the execut' n thereof.

SWORN to before me this 30th day of July 1964.

J. F. Riddle

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

My commission expires at the pleasure of the Governor.

STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG)

PERSONALLY appeared before me T. O. Neff Jr., who, being duly sworn, says that he saw the within named Humble Oil & Refining Company by W. A. Nichols, the Area Manager of its Charlotte Area, Southeast Region, sign the within instrument, and, as its act and deed, deliver the same, and that he with _____ witnessed the execution.

SWORN to before me this 6th day of July 1964

T. O. Neff Jr.

(SEAL)
Notary Public for North Carolina

My commission expires:
My Commission Expires July 26, 1966

DEEDS

122

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. Mary H Adams, the wife of the within named C. D. C. Adams 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 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 23 day of July Anno Domini, 1964.

Percy W. Townsend (SEAL) Mary A. Adams
Percy W. Townsend
Notary Public for South Carolina

Mary A. Adams

10-15-64
3 P.M.

DEEDS

124

STATE OF SOUTH CAROLINA,)
COUNTY OF COLLETON.)

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENT, that (I) (we), the undersigned, C. D. C. Adams and Mary A. Adams, (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 60 acres, more or less and bounded on the North by Hy 61;
on the East by Calhoun A. Fleming;
on the ~~West~~ South by C. F. Byrd & C. C. Hiott;
on the ~~South~~ West by C. D. C. Adams;
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 I (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:

10-15-64
3 P.M.

DEEDS

Mortgages: None

Taxes: "

Judgements: "

Other:

IN WITNESS WHEREOF, the undersigned have set their hand (s) and seal (s) this 23 day of June, 1964

C. D. C. Adams (L.S.)
C. D. C. Adams

Mary A. Adams (L.S.)
Mary A. Adams

Signed, sealed and delivered in the presence of

Kafer G. Hemminger
Kafer G. Hemminger

Marie S. Young
Marie S. Young

STATE OF SOUTH CAROLINA,)
)
COUNTY OF COLLETON.)

Personally appeared before me Kafer G. Hemminger who, being duly sworn says that he saw the within named C. D. C. Adams and Mary A. Adams sign, seal and as their act and deed deliver the foregoing written instrument and that he with Marie S. Young witnessed the execution thereof.

SWORN to before me this

23 day of June, 1964

Percy W. Townsend (L.S.)
Percy W. Townsend
NOTARY PUBLIC FOR SOUTH CAROLINA

Kafer G. Hemminger
Kafer G. Hemminger

10-15-64 3 P.M.

hel

DEEDS

DEEDS

133

125-330A

DEEDS

VOLUME 133

PGS. 125-330A

BOOK 133

125

BORROW PIT MATERIAL

South Carolina
State Highway Department
Form No. 2090 Rev. 7/1/60

PIT HAS BEEN RECORDED.

No. 11370
~~XXXXX~~ 4196

THE STATE OF SOUTH CAROLINA)
County of Colleton)

LEASE
Borrow and Material Pit

Docket No.	Route No.	Road No. 24

THIS AGREEMENT made and entered into this 15 day of October, 1964, by and between J. R. Grant 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 Unlimited feet, consisting of 2 acres, more or less, situated on land owned by the lessor, described as follows:

Borrow Pit located approx. 3585' South of Sta. 0+00, Docket 15.324, Road 50.

Bounded on all sides by other lands of J. R. Grant.

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: Shown by sketch attached.

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 October 15, 1969

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, [XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX] rents and royalties in the sum of One hundred ($100.00) 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 90 days from date hereof [XXXXXXXXXXXXXXXXXXXXXXXXXXXX], 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 to be drained.

3.

Colleton 415(30-3) 6210.110

10-23-64

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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DEEDS

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BOOK 133

South Carolina
State Highway Department
Form No. 2090 Rev. 11/30/61

SAND CLAY PIT MATERIAL

THIS PIT HAS BEEN RECORDED

127

№ 11381

THE STATE OF SOUTH CAROLINA
County of COLLETON

LEASE
Borrow and Material Pit

Docket No. 15,347 & 15,348 Route No. 116, 331, 358, 359, 360, 317, 180, 208, 60, 289, 368, 369, 370, 372, 374, 371, 377, 234, 64, 408, 387, 389, 390, 391, 392, 409, 410, & 222 Road No.

THIS AGREEMENT made and entered into this 9th day of November, 19 64, by and between B. F. Ackerman ereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of outh 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 3.5 feet, consisting of 1.364 acres, more or less, situated on land owned by the lessor, described as follows:

Sand clay pit located in cultivated field 18728' Lt. Sta. 0/00, Road 372.
Pit bounded on all sides by other lands of Lessor.
Material to be used for Earth Type Base Course on Roads 372 & 408.

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 such material, from said pit or pits, and the right of access thereto until November 9, 1966

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, 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 ll be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and quested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as cess 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 not to be drained.

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. 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;

recorded 11/19/64 9 A. 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:

T. V. Drew

C. C. Hogan

J. R. Grant
Lessor.

Witnesses as to State Highway Department:

T.V. Drew

D. W. Price

S. C. State Highway Department

By A. A. Kuckenfuss

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me T. V. Drew and made oath that he saw the within named J. R. Grant sign, seal and as act and deed, execute the within written instrument; and that he with C. C. Hogan witnessed the execution thereof.

Sworn to before me this 16
day of October, 19 64

T. V. Drew

Norman A. Padgett
Notary Public for S. C.

The State of South Carolina
County of Colleton

As to Highway Department

Personally appeared before me T. V. Drew and made oath that he saw the within named A. A. Kuckenfuss sign, seal and as act and deed, execute the within written instrument; and that he with D. W. Price witnessed the execution thereof.

Sworn to before me this 19
day of October, 19 64

T. V. Drew

D. W. Price
Notary Public for S. C.

The State of South Carolina
County of Colleton

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) Walterboro Production Credit Association 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 J. R. Grant to Walterboro Production Credit Association recorded in Mortgage Book 115 at Page 19 in office of the Clerk of Court or RMC of Colleton County.

WITNESS our hand and seal this 22 nd day of October, 1964.

In the presence of:

W. B. Hartey

Alton N. Driggers

Walterboro Production Credit Association
By B. B. Cave
Secratary-Treasurer

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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South Carolina
State Highway Department
Form No. 2090 Rev. 11/30/61

SAND CLAY PIT MATERIAL
THIS PIT HAS BEEN RECORDED

№ 11381

THE STATE OF SOUTH CAROLINA
County of COLLETON

LEASE
Borrow and Material Pit

116, 331, 358, 359, 360, 317, 180, 208, 60, 289, 368, 369, 370, 372, 374, 371, 377, 234, 64, 408, 387, 389, 390, 391, 392, 409, 410, & 222
Docket No. 15,347 & 15,348 Route No. Road No.

THIS AGREEMENT made and entered into this 9th day of November, 19 64, by and between B. F. Ackerman ereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of outh 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 3.5 feet, consisting of 1.364 acres, more or less, situated on land owned by the lessor, described as follows:

Sand clay pit located in cultivated field 18728' Lt. Sta. 0/00, Road 372.
Pit bounded on all sides by other lands of Lessor.
Material to be used for Earth Type Base Course on Roads 372 & 408.

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 such material, from said pit or pits, and the right of access thereto until November 9, 1966

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, [XXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXX] 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 (XXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXX), 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 ll be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and quested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as cess 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 not to be drained.

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. 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;

recorded 11/19/64 9 A. M.

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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:

J. H. Hayden, Jr.

Shirley L. Marvin

B. F. Ackerman
Lessor.

Witnesses as to State Highway Department:

S. C. State Highway Department

Saundra R. Conway

Linda Kay Blume

By A. A. Muckenfuss

As to Lessor

The State of South Carolina
County of Colleton

Personally appeared before me J. H. Hayden, Jr. and made oath that __ he saw the within named B. F. Ackerman sign, seal and as his act and deed, execute the within written instrument; and that __ he with Shirley L. Marvin witnessed the execution thereof.

Sworn to before me this 9th day of November, 19 64.

J. H. Hayden, Jr.

Norman A. Padgett
Notary Public for S. C.

As to Highway Department

The State of South Carolina
County of Charleston

Personally appeared before me Saundra R. Conway and made oath that __ he saw the within named A. A. Mukenfuss sign, seal and as his act and deed, executethe within written instrument; and that S he with Linda Kay Blume witnessed the execution thereof.

Sworn to before me this 16th day of November, 19 64.

Saundra R. Conway

M. H. Hobbs,
Notary Public for S. C.

Mortgage Release

The State of South Carolina
County of _____

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 _____, 196__ 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.

_____

Note: If execution of mortgage release not desired, make payment jointly 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.

BOOK 133

129

~~245~~

16

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: THAT FEDERAL NATIONAL MORTGAGE ASSOCIATION, HEREINAFTER CALLED THE "ASSOCIATION," A CORPORATION ESTABLISHED AND ORGANIZED PURSUANT TO THE PROVISIONS OF THE NATIONAL HOUSING ACT, AS AMENDED, HEREBY AND BY THESE PRESENTS DOES MAKE, CONSTITUTE AND APPOINT

H. E. JENKINS of the City of ATLANTA, FULTON COUNTY, GEORGIA,

ITS TRUE AND LAWFUL AGENT AND ATTORNEY FOR IT AND IN ITS NAME AND STEAD:

1. To purchase or contract to purchase notes, bonds or other evidence of indebtedness and any accompanying real estate mortgages, deeds of trust, security deeds, chattel mortgages, or collateral of whatsoever kind or nature and to execute to the indebtedness of the such instrument;

2. To endorse without recourse, or assign without representation, recourse or warranty, or to amend, modify, extend or renew any note, bond, order or other evidence of indebtedness now or hereafter held by the Association, and to release from liability any maker, obligor and/or guarantor on any such note, bond, order or other evidence of indebtedness;

3. To satisfy, discharge, release, sublet, modify, extend, renew, subordinate and/or foreclose in any legal manner, in whole or in part, any chattel mortgage, real estate mortgage, deed of trust, security deed or collateral of whatsoever kind or nature, securing any note, bond or other evidence of indebtedness now or hereafter held by the Association, and to exercise any right or authority which the Association has or may have pursuant to the terms of any such security instrument or evidence of indebtedness;

4. To assign without representation, recourse or warranty, any chattel mortgage, real estate mortgage, deed of trust, security deed, or collateral of whatsoever kind or nature, securing any note, bond or other evidence of indebtedness now or hereafter held by the Association; and to assign, convey, sell, lease or sublease and enter into contracts for the assignment, conveyance, sale, lease or sublease of any real estate, chattels, securities or property of any kind or nature, or interests therein, now held or hereafter acquired by the Association;

For Revocation of this Power of Attorney see this Book Page 365

5. To discharge, satisfy, release, waive, subordinate and/or assign, in whole or in part, any judgment now or hereafter entered in favor of the Association or held by it as security;

6. To assign, surrender, release, [illegible] consent to the assignment, surrender, release and/or modification of any policy of insurance and/or any rights [illegible] of any policy of insurance of which the Association now is or hereafter shall become the assignee, beneficiary or the insured, or in which the Association now has or hereafter shall have any interest of any kind or nature, and to execute proof of loss, proof of death, statement of claimant and/or any other instrument in connection with any such policy of insurance and/or any rights arising therefrom;

7. To execute, acknowledge, deliver, file for record and/or record such instruments and to perform such other acts as may be necessary and proper to effectuate the foregoing.

FURTHER, the Association hereby does grant unto the said agent and attorney full power and authority to do and perform all and every act and thing requisite, necessary and proper to carry into effect the powers hereby granted as fully, to all intents and purposes, as it might or could do, and hereby does ratify and confirm all that its said agent and attorney shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, the Association has caused its corporate seal to be subscribed hereto and its corporate seal to be hereunto affixed and duly attested on this 21st day of October, 1964.

ATTEST:

Secretary

FEDERAL NATIONAL MORTGAGE ASSOCIATION

President

WITNESSES:

DISTRICT OF COLUMBIA, ss:

Personally appeared before me, Catherine B. Sherwood, who, being duly sworn, says that she saw the corporate seal of the FEDERAL NATIONAL MORTGAGE ASSOCIATION affixed to the foregoing power of attorney, and that she also saw J.S. Baughman, President and A. C. Hemstreet, Secretary of said Association, sign and attest the same, and that she with Alice M. Boyer witnessed the execution and delivery thereof as the act and deed of said Association.

Sworn to and subscribed before me this 21st day of October, 1964.

Catherine B. Sherwood

Notary Public in and for the District of Columbia

My Commission expires: June 14, 1968

Recorded 12-1-64 9 a.m.

FILED IN OFFICE OF CLERK OF COURT CHEROKEE COUNTY, S.C.

NOV 19 9 49 AM '64

VOL 133 PAGE 16

SOUTH CAROLINA

DEEDS

130

STATE OF SOUTH CAROLINA,)
COUNTY OF COLLETON.)

CONTRACT OF SALE

WHEREAS, on the 13th day of August, 1964, E. Berrien Sanders, Jr., as Executor of the Last Will and Testament of the late E. B. Sanders, Sr., with Fleck-Jones Lumber Co., Inc., entered into a certain Option for the purchase of the hereinafter described real estate or so many acres thereof as an accurate survey may disclose; and WHEREAS it is the desire of the said Fleck-Jones Lumber, Co., Inc., to exercise such Option and the parties hereto are desirious of establishing certain procedures for the transfer, and allowing ninty (90) days from the date hereof during which time to survey, if necessary, and examine the title and

WHEREAS, the late E. B. Sanders, Sr., departed this life on the 21st day of February, 1964, seized and possessed of the hereinafter described real estate and leaving in full force and effect his Last Will and Testament, which is of record in the Office of the Judge of Probate for Colleton County, appointing his beloved wife as Executrix of said estate and secondary his beloved son, E. Berrien Sanders, Jr., as Executor and as the record in the Office of the Judge of Probate of Colleton County will show the said beloved wife relinquished her right to qualify and the said E. Berrien Sanders, Jr., duly qualifying as Executor of the Estate of the late E. B. Sanders, Sr. For Extension - see Page 159, this book.

NOW KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of Five ($5.00) Dollars and other value paid by the said Fleck-Jones Lumber Co., Inc. (the receipt whereof is hereby acknowledged) unto the said E. Berrien Sanders, Jr., as Executor of the Last Will and Testament of the late E. B. Sanders, Sr., the said E. Berrien Sanders, Jr., as Executor of the Last Will and Testament of the said E. B. Sanders, Sr., does hereby and herein grant, bargain, sell, and agree to sell unto Fleck-Jones Lumber Co., Inc., a good and marketable fee simple title, free and clear of all encumbrances to the real property hereinafter described, and the

12-16-64
9 a.m.

DEEDS

said Fleck-Jones Lumber Co., Inc., does covenant and agree to buy at and for the price of Fifty Five ($55.00) Dollars per acre the following described real property to-wit:

> All that certain piece, parcel, or tract of land; situate, lying, and being generally on the Northeast side of Highway No. 303 in the County of Colleton, State of South Carolina, described by said Plat hereinafter set forth as containing two thousand, two hundred ninty (2,290) acres better known as Cook's Hill Plantation. For a more complete description thereof reference is hereby made to a Plat of C. E. Durant dated April, 1911, hereby incorporated and made a part and parcel hereof, attached and marked Exhibit "A".

AND IT IS AGREED by and between the parties hereto as follows to-wit:

1. Should the said Fleck-Jones Lumber Co., Inc., desire to have the above described tract re-surveyed, the right and privilege to do so is hereby and herein granted and it is the true intention of the parties hereto that the said E. Berrien Sanders, Jr., as Executor of the Last Will and Testament of E. B. Sanders, Sr., will accept and the Fleck-Jones Lumber Co. Inc., will pay the sum of Fifty Five ($55.00) Dollars per acre as per said survey whether the said survey should show less than the above described two thousand, two Hundred ninty (2,290) acres or whether the said survey should show more than the above described two thousand, two hundred ninty (2,290) acres.

2. The said E. Berrien Sanders, Jr., as Executor of the Last Will and Testament of E. B. Sanders, Sr., does hereby and herein grant unto the said Fleck-Jones Lumber Co., Inc., the right, privilege, and easement of going on the property above described immediately upon the signing of this Contract of Sale and start working on improvements such as fire lines and/or roads, etc.

3. It is agreed by and between the parties hereto that the said E. Berrien Sanders, Jr., as Executor of the Last Will and Testament of E. B. Sanders, Sr., owns what is commonly known as the Beach Hill Plantation, situate to the West of the above described tract of land portions of which lie between the above described tract of land and South Carolina Highway No. 303

12-16-64 9 a.m.

DEEDS

And the said E. Berrien Sanders, Jr., as Executor of the Last Will and Testament of the late E. B. Sanders, Sr., does hereby and herein grant unto the said Flack-Jones Lumber Co., Inc., the right, privilege, and option of purchasing property which would be a part of the Beach Hill property for the purpose of getting into and getting out of the above described property, such amounts to be agreed upon by and between the parties hereto at a later date, to be purchased, however, at the sum of One Hundred Fifty ($150.00) Dollars an acre plus the market value of the timber situate on the purchased property.

4. It is understood and agreed by and between the parties hereto that there are at this time certain outstanding Timber Deeds, one to Whittener Dwyer on certain Pine Timber on the above described real estate and the other the Ashepoo Lumber Company on certain Hardwood Timber on the above described real estate and that these parties and companies have partially cut in accordance with said Timber Deeds, the timber on the above described premises by area, the said E. Berrien Sanders, Jr., as Executor of the Last Will and Testament of E. B. Sanders, Sr., covenants and agrees that these areas so cut by the above described companies and parties will not be gone into again by the said companies and parties and the said E. Berrien Sanders, Jr., as Executor of the Last Will and Testament of E. B. Sanders, Sr., has designated such areas on a Plat now in existance and such designation will be binding on the parties hereto, and that he, the said E. Berrien Sanders, Jr., as Executor of the Last Will and Testament of E. B. Sanders, Sr., will do everything within his power to have the timber in accordance with said Timber Deeds removed from the above described premises as soon as practicable with good timber and logging practices.

6. It is agreed by and between the parties hereto that all current taxes and other legal assessments shall be prorated to the date of completion of sale.

TO HAVE AND TO HOLD ALL AND SINGULAR the rights, covenants, and agreements unto the respective parties, their

Walker 9am (ouw)

successors and assigns to be exercised on or before the expiration of ninty (90) days from the date hereof.

WITNESS our Hand and Seal this 13th day of November, 1964.

E. Barrien Sanders, Jr., as the Executor of the Last Will and Testament of E. B. Sanders Sr.

WITNESSES:

Barbara H. Merrithew

FLACK-JONES LUMBER CO., INC.

By: George H. Sengo, Jr. Vice President

STATE OF SOUTH CAROLINA,)
COUNTY OF COLLETON.)

PERSONALLY appeared before me Barbara H. Merrithew and made oath that she saw the within named E. Barrien Sanders, Jr., as the Executor of the Last Will and Testament of E. B. Sanders, Sr., and George H. Sengo, Jr., Vice President of Flack-Jones Lumber Co., Inc. sign, seal, and as their act and deed, deliver the within written Deed, and that she with N. H. Hamilton witnessed the execution thereof.

Barbara H. Merrithew

SWORN to before me this
13th day of November, 1964.

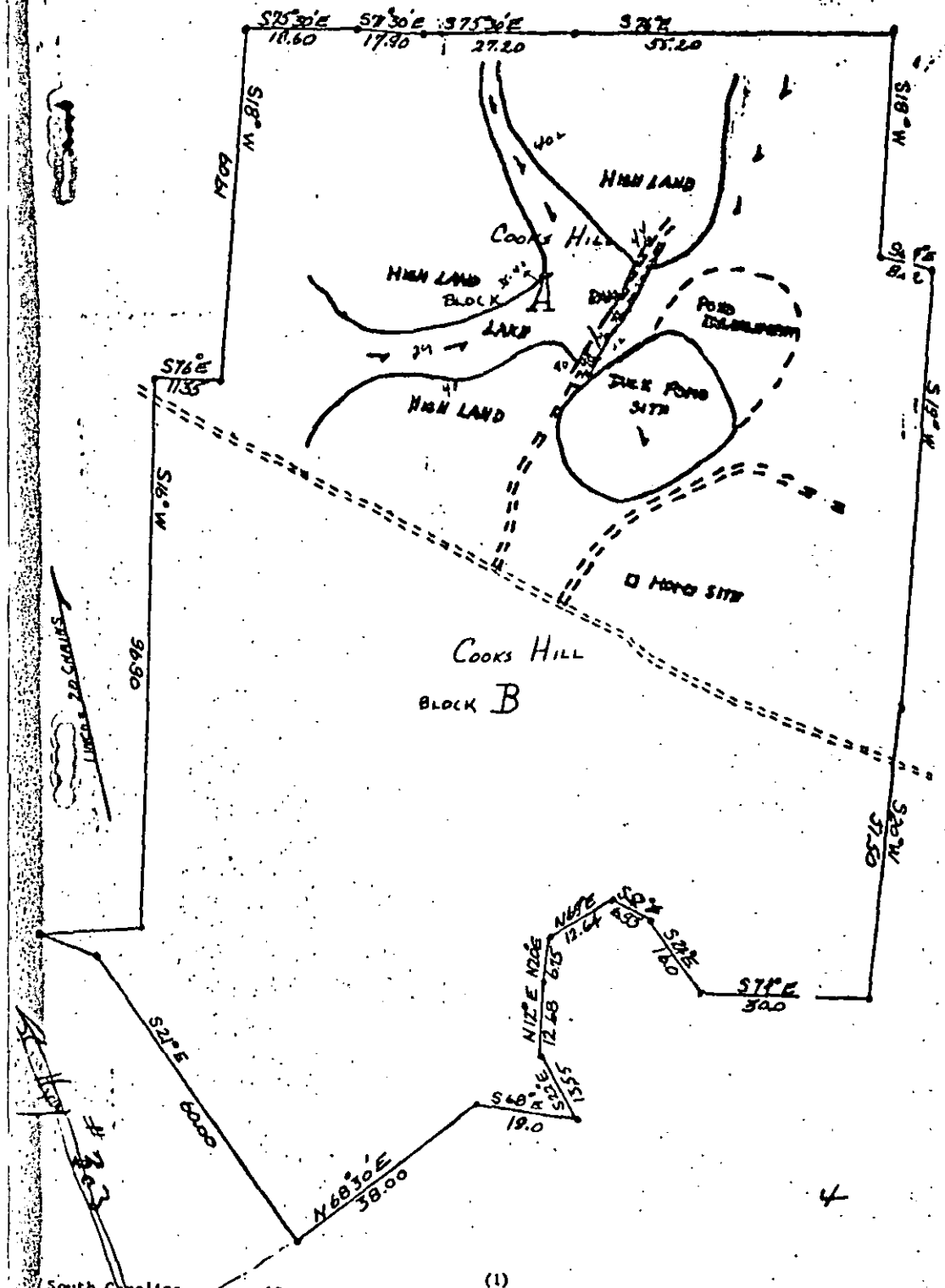
Notary Public for South Carolina.

12-16-64
9 a.m.

DEEDS

BOOK 133

135



(1)

South Carolina
Colleton County

T[illegible] above is a copy of a plat made by [illegible]. E. Durant, April 1911.
T[illegible] plat represents 2200 acres of land with a county road splitting
t[illegible] tract almost equally in half; the Northern portion as Block "A",
t[illegible] Southern as Block "B". [illegible]

B

12-16-64 9 a.m.

136

DEEDS

1378

State of South Carolina,)
County of Colleton.)

Know all men by these presents, that J. B. Fletcher Ackerman, in consideration of the sum of One Hundred and No/100 ($100.00) Dollars, in hand paid, 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 Colleton County, its successors and assigns, the right to remove material from the tract of land hereinafter described, and the right of way where necessary for the transportation of men, machinery and animals between this tract of land and the highway. The lands to be used by Colleton County contain one-half (½) acre, and are bounded on all sides by other lands of B. Fletcher Ackerman, as shown by sketch made by Harry D. Tripp, dated November 16, 1964, and hereto attached. This lease to run for a period of five years from the date hereof.

To Have and To Hold, all and singular, the rights hereinbefore granted unto the said Colleton County, its successors and assigns.

In Witness Whereof, I have hereunto set my hand and seal this 8th day of January, in the year of our Lord One Thousand Nine Hundred and Sixty Five.

Signed, sealed and delivered in the presence of: B. H. Ackerman (Seal)

Dyson White

Harry M. Tripp

State of South Carolina,
County of Colleton.

Personally appeared before me Dyson White and made oath that he saw the within named B. Fletcher Ackerman sign, seal, and as his act and deed, deliver the within written deed; and that he with Harry M. Tripp witnessed the execution thereof.

Sworn to before me this 8th day of January, A. D., 1965.

Dyson White

Merrill Tripp (L.S.)
Notary Public for S. C.

1-8-65 STR

J. B. Meade
Notary Public of S. C.

STR

Recorded ... 1965
40

DEEDS

136

137

State of South Carolina,)
County of Colleton.)

Now all men by these presents, that G. G. Statelea Coleman, in consideration of the sum of One Hundred and No/100 ($100.00) Dollars, in hand paid, 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 Colleton County, its successors and assigns, the right to remove material from the tract of land hereinafter described, and the right of way where necessary for the transportation of men, machinery and animals between this tract of land and the highway. The lands to be used by Colleton County contain one-half (½) acre and are located on all sides by other lands of G. Statelea Coleman, as shown by sketch made by Henry B. Tolley, dated November 16, 1944, and hereto attached. This lease is for a period of five years from the date hereof.

To have and to hold, all and singular, the rights hereinbefore granted unto the said Colleton County, its successors and assigns.

In witness whereof, I have hereunto set my hand and seal this 5th day of January, in the year of our Lord One thousand Nine Hundred and Sixty Nine.

Signed, sealed and delivered
in the presence of:

G. G. Coleman (Seal.)

State of South Carolina,
County of Colleton.

Personally appeared before me [illegible] and made oath that he saw the within named G. Statelea Coleman sign, seal, and as his act and deed, deliver the within written deed; and that he with [illegible] witnessed the execution thereof.

Sworn to before me this 5th
day of January, A. D., 1969.

[illegible] (L.S.)
Notary Public for S.C.

1-8-69

BOOK 133

138

State of South Carolina,

COUNTY OF COLLETON

LAND OPTION

Know All Men by These Presents, That we, Sula Mills, Luelle S. Strawn, Susan S. Murdaugh, Willie Eugene Padgett, and Cassie Lee Padgett,

in consideration of Fifty and 00/100 ($50.00) ---- Dollars

do hereby grant, bargain and sell unto Donald L. Jones,

the right and option of purchasing at any time on or before the 8th day of February, 19 65,

at and for the price of Four Thousand and 00/100 ($4,000.00)--- Dollars,

payable in cash

All that certain piece, parcel or lot of land, situate, lying and being in the County of Colleton, Verdier Township, Cane Branch School District, measuring and containing Fifty-Eight and Five Hundred Ninety-Eight One-Thousandths (58.598) acres; and bounded on the North by lands of Merrick Blocker; On the East by lands of Fairey Blocker; on the South by lands of G. R. Pellum; on the West by lands of the Estate of Emily M. Bishop Sauls, now owned by Charlie H. Sauls, all of which will more fully appear by reference to plat of G. E. Miley, Jr., dated July 11, 1966.

And we the said Sula Mills, Luelle S. Strawn, Susan S. Murdaugh, Willie Eugene Padgett, and Cassie Lee Padgett,

do hereby represent that we the owners 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 Donald L. Jones, his

heirs or assigns, with the terms of this option we will make, execute and deliver to him, his 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.

The vendor, before compliance by the purchaser, if required, agrees to establish the property lines and free the title to said property of all defects. All current taxes, water rents and all other legal assessments shall be prorated to date of completion of said sale.

Witness our hands and seals this 8th day of January, 19 65.

Signed, Sealed and Delivered in the Presence of

I. A. Smoak, Jr.

Edna V. DeWitt

Mrs Sula Mills (L.S.)

Mrs Luelle S. Strawn (L.S.)

Susan S. Murdaugh (L.S.)

Willie Eugene Padgett (L.S.)

Cassie Lee Padgett (L.S.)

(L.S.)

State of South Carolina,

COUNTY OF Colleton

Personally appeared before me Edna V. DeWitt and made oath that he saw the above-named Sula Mills, Luelle S. Strawn, Susan S. Murdaugh, Willie Eugene Padgett and Cassie Lee Padgett, sign, seal, and as their act and deed, deliver the above-written option for the uses and purposes therein mentioned, and that he with I. A. Smoak, Jr. witnessed the execution thereof.

Sworn to before me this 8th day of January, 19 65

I. A. Smoak, Jr.

Notary Public of S. C.

Edna V. DeWitt

Recorded Jan 8 - 1965 40m

DEEDS

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BOOK 133

140

FORM 100
Lee R. Le Bryan Company, Columbia, S. C.

State of South Carolina,
COUNTY OF COLLETON

LAND OPTION

Know All Men by These Presents, That I, Charlie H. Sauls

in consideration of Twenty-Five and 00/100 ($25.00) ---- Dollars,

do hereby grant, bargain and sell unto Donald L. Jones

the right and option of purchasing at any time on or before the 8th day of February 19 65

at and for the price of Sixty-Eight and 26/100 ($68.26) Dollars per acre Dollars

payable in cash

All that certain piece, parcel or lot of land, situate, lying and being in the County of Colleton, Verdier Township, Cane Branch School District, measuring and containing twenty-seven (27) acres more or less, and bounded as follows: On the North by lands now of Sherill Blocker, formerly of the Blocker Estate; on the East by a 58.598 acre tract of land formerly owned by Emily M. Bishop Sauls, now owned by Sula Mills, Lucile S. Strawn, Susan S. Murdaugh, Willie Eugene Padgett, and Cassie Lee Padgett; on the South by lands of Selma Walker; on the West by other lands of the said Charlie H. Sauls, formerly owned by Emily M. Bishop Sauls. The lot of land herein described is irregular in shape and includes a strip of land one hundred (100') feet wide extending from the bulk of the twenty-seven (27) acres more or less to South Carolina Highway No. S-15-86.

And I the said Charlie H. Sauls

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 Donald L. Jones, his heirs or assigns, with the terms of this option I will make, execute and deliver to Donald L. Jones, his 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.

The vendor, before compliance by the purchaser, if required, agrees to establish the property lines and free the title to said property of all defects. All current taxes, water rents and all other legal assessments shall be prorated to date of completion of said sale.

Witness my hand and seal this 8th day of January 19 65

Signed, Sealed and Delivered in the Presence of:

L. A. Mock Jr.
Edna V. Dewitt

Charlie Sauls (L. S.)
(Charlie Sauls) (L. S.)
(L. S.)

State of South Carolina,
COUNTY OF Colleton

Personally appeared before me Edna V. Dewitt and made oath that he saw the above-named Charlie H. Sauls sign, seal, and as his act and deed, deliver the above-written option for the uses and purposes therein mentioned, and that he with L. A. Sauls, Jr. witnessed the execution thereof.

Sworn to before me this 8th day of January 19 65

L. A. Mock Jr.
Notary Public of S. C.

Edna V Dewitt

Recorded Jan 8 - 1965 - 40m

Page Two

DEEDS

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STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

THIS INDENTURE AND LEASE made and entered into at Walterboro, South Carolina, this day of April, 1964, by and between Mrs. Jessie Lee Strickland, Lessor, and Floyd B. Hiott, Lessee,

WITNESSETH:

THAT, WHEREAS, on or about the 3rd day of March, 1958, the said Lessor did, by written instrument of said date, lease unto the said Lessee a certain tract of land therein more fully described, for a period of five (5) years, said Lease to terminate and and on the 31st day of December, 1964, and

THAT, WHEREAS, it is the desire of the said Lessor and Lessee to extend the said Lease for an additional term of five (5) years,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the said Mrs. Jessie Lee Strickland has granted and leased, and by these presents does grant and lease, unto the said Floyd B. Hiott, all that certain part of the Estate lands of W. W. Strickland known as the Wiggins Field, the House Field, and the Quillie Field, it being the understanding and intention that this Lease shall cover only the cleared portions of these tracts, for a period of five (5) years, commencing on the 1st day of January, 1965, and ending on the 31st day of December, 1969, for a rental of Six Hundred ($600.00) Dollars per year, payable as follows, to-wit: Three Hundred ($300.00) Dollars in March, 1965, and in March of each succeeding year thereafter during the term of this contract, and Three Hundred ($300.00) Dollars in October, 1965, and in October of each succeeding year thereafter during the term of this contract.

IT IS FURTHER UNDERSTOOD AND AGREED, That as a part of the consideration for this extension of the Lease hereinabove referred to, that the said Lessee will construct a ditch extending from the bridge near the House Tract in a northward direction for a distance to be determined by the United States Soil Conservation Department.

TO HAVE AND TO HOLD the said premises unto the said Floyd B. Hiott, his executors, administrators, heirs and assigns, for the full period of five (5) years, commencing January 1, 1965, and ending December 31, 1969.

IT IS FURTHER AGREED AND UNDERSTOOD, That the said land shall be used for agricultural purposes only, and, further, that should the said Floyd B. Hiott,

1-14-65
12

DEEDS

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

LEASE

THIS INDENTURE AND LEASE made and entered into at Walterboro, South Carolina, this ____ day of April, 1964, by and between Mrs. Jessie Lee Strickland, lessor, and Floyd B. Hiott, lessee,

WITNESSETH:

THAT, WHEREAS, on or about the 3rd day of March, 1958, the said lessor did, by written instrument of said date, lease unto the said lessee a certain tract of land therein more fully described, for a period of five (5) years, said lease to terminate and end on the 31st day of December, 1964, and

THAT, WHEREAS, it is the desire of the said lessor and lessee to extend the said lease for an additional term of five (5) years,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the said Mrs. Jessie Lee Strickland has granted and leased, and by these presents does grant and lease, unto the said Floyd B. Hiott, all that certain part of the Estate lands of W. W. Strickland known as the Wingfoot Field, the House Field, and the Quillie Field, it being the understanding and intention that this lease shall cover only the cleared portions of these tracts, for a period of five (5) years, commencing on the 1st day of January, 1965, and ending on the 31st day of December, 1969, for a rental of Six Hundred ($600.00) Dollars per year, payable as follows, to-wit: Three Hundred ($300.00) Dollars in March, 1965, and in March of each succeeding year thereafter during the term of this contract, and Three Hundred ($300.00) Dollars in October, 1965, and in October of each succeeding year thereafter during the term of this contract.

IT IS FURTHER UNDERSTOOD AND AGREED, That as a part of the consideration for this extension of the lease hereinabove referred to, that the said lessee will construct a ditch extending from the bridge near the House Tract in a northeastward direction for a distance to be determined by the United States Soil Conservation Department.

TO HAVE AND TO HOLD the said premises unto the said Floyd B. Hiott, his executors, administrators, heirs and assigns, for the full period of five (5) years, commencing January 1, 1965, and ending December 31, 1969.

IT IS FURTHER AGREED AND UNDERSTOOD, That the said land shall be used for agricultural purposes only, and, further, that should the said Floyd B. Hiott,

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Lessee, die during the life of this contract, then, in that event, his executors, administrators, heirs and assigns shall have the option to terminate this Lease by giving written notice within thirty (30) days after said death.

IT IS FURTHER UNDERSTOOD AND AGREED, That all hunting rights are reserved by the Lessor, and, further, that the Lessor, her executors, administrators, heirs and assigns shall have the right to enter upon the premises at any time for the purpose of caring for the property.

SIGNED, SEALED AND DELIVERED in triplicate this ____ day of April, 1964.

SC Stamps $1.20 affixed to original

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Dimmie Ostarcus
Elizabeth P. Hiott
As to Mrs. Jessie Lee Strickland

Mrs. Jessie Lee Strickland (L.S.)
Mrs. Jessie Lee Strickland

O. T. Carson
Elizabeth P. Hiott
As to D. W. Strickland

D. W. Strickland (L.S.)
D. W. Strickland

Elizabeth P. Hiott
As to Elizabeth S. Snyder

Elizabeth S. Snyder (L.S.)
Elizabeth S. Snyder

Elizabeth P. Hiott
As to Myrtle S. Makohon

Myrtle S. Makohon (L.S.)
Myrtle S. Makohon
LESSORS

Marguerite S. Kinard
Ruby M. Snook
As to Floyd B. Hiott

Floyd B. Hiott (L.S.)
Floyd B. Hiott
LESSEE

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

PERSONALLY appeared before me Ruby M. Snook Kinard and made oath that she saw the within-named Floyd B. Hiott sign, seal, and as his act and deed, deliver the within Lease, and that she with Marguerite S. Kinard witnessed the execution thereof.

SWORN to before me this 7th day of April, 1965.

Ruby M. Snook

Marguerite S. Kinard (SEAL)
Notary Public for South Carolina

DEEDS

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lessee, die during the life of this contract, then, in that event, his executors, administrators, heirs and assigns shall have the option to terminate this lease by giving written notice within thirty (30) days after said death.

IT IS FURTHER UNDERSTOOD AND AGREED, That all hunting rights are reserved by the lessor; and, further, that the lessor, her executors, administrators, heirs and assigns shall have the right to enter upon the premises at any time for the purpose of caring for the property.

SIGNED, SEALED AND DELIVERED in triplicate this ___ day of April, 1964.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

As to Mrs. Jessie Lee Strickland

Mrs. Jessie Lee Strickland (L.S.)

As to D. W. Strickland

D. W. Strickland (L.S.)

As to Elizabeth S. Snyder

Elizabeth S. Snyder (L.S.)

As to Myrtle S. Malcolm

Myrtle S. Malcolm (L.S.)

As to Floyd B. Hiott

Floyd B. Hiott (L.S.)

LESSORS

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

PERSONALLY appeared before me Robert M. Moore and made oath that he saw the within-named Floyd B. Hiott sign, seal, and as his act and deed, deliver the within lease, and that he with Marguerite S. Kinard witnessed the execution thereof.

SWORN to before me this 7th day of April, 1964

(SEAL)
Notary Public for South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON) LEASE AND AGREEMENT

THIS LEASE AND AGREEMENT made and entered into this 9th day of January 1965, at Walterboro, South Carolina, by and between C. M. Padgett, designated herein for convenience as Lessor, which expression shall include his heirs, executors, administrators and assigns where the context hereof so requires or admits, and C. W. Roberts, designated herein for convenience as Lessee, which expression shall include his heirs, executors, administrators and assigns where the context hereof so requires or admits, WITNESSETH:

WHEREAS, the Lessor is the owner of the following described real estate:

> ALL that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in Wolfe Creek School District, in the County of Colleton, State of South Carolina, in or near the Town of Walterboro, measuring and containing ninety-eight one-hundredths (.98) of an acre, more or less, and being delineated on a plat made by S. J. Snook, Registered Surveyor, of date 18 August 1958, recorded in Plat Book 10, at page 108, in the office of the Clerk of Court for Colleton County, and bounded as follows: on the North by Gallows Hill Cemetery; East by lands of Fishburne; South by an unnamed street; and West by lands of Floyd Hiott.

subject to lease agreement between Emily N. Baggett and Southern Fertilizer and Chemical Company, dated 14 February 1963, recorded in Deed Book 132, at page 161, in the office of the Clerk of Court for Colleton County, South Carolina; and

WHEREAS, the Lessee desires to lease said premises, including the existing building not under lease to Southern Fertilizer and Chemical Company, and to have Lessor erect an additional building on the property, which said new building shall measure approximately thirty (30) feet by sixty (60) feet and include an office, restroom and space for a garage, the construction to be similar to the existing structure; and

WHEREAS, the Lessor is willing to erect said additional building at his expense and lease and rent the premises to the Lessor, subject to the existing lease on a portion thereof, upon the terms and conditions herein set forth.

NOW, THEREFORE, it is mutually agreed between the parties hereto

1-15-65
5 PM

DEEDS

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as follows:

1. That the Lessor will erect upon the lot of land hereinabove described, at his own expense, a new building to be used by the Lessee or his sublessee for the business of operating a body repair shop or garage, or any other lawful business, which building is to measure approximately thirty (30) feet by sixty (60) feet and to include an office, restroom and space for a garage. The construction of the said building shall be similar to the existing structure.

2. That the said premises, including the existing building and with the additional building to be erected thereon, is hereby leased by Lessor to Lessee for a term of five (5) years commencing on February 1, 1965, at a monthly rental of Two Hundred Twenty-five ($225.00) Dollars per month, payable in advance. It is contemplated that the new building will be completed and ready for occupancy on February 1, 1965, and should there be any delay, the parties agree to adjust the rental until its completion.

3. The Lessee shall have the right to sublet the premises or any portion thereof and he or his sublessee may use the premises for any lawful business purpose.

4. The Lessee shall pay all utility bills charged against said premises by reason of his occupancy.

5. The Lessor shall maintain and keep the buildings in good state of repair, provided, however, that any minor repairs costing up to Fifteen ($15.00) Dollars shall be the responsibility of the Lessee.

6. The Lessor shall pay the taxes on the property and carry adequate fire and hazard insurance on the buildings.

7. In the event of damage or destruction to the buildings, by fire or other hazard, Lessor shall forthwith rebuild the buildings and the rent shall abate while the buildings are nonusable.

8. The Lessee shall have the right to erect additional buildings at his expense and shall remove them at the time of the expiration of the lease. The Lessee shall have the right to make alterations to the buildings leased herein, provided, such alterations shall not decrease their value.

1-15-65
5 pm

DEEDS

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9. The Lessor may not construct additional buildings on the premises without the consent of the Lessee.

10. At the expiration of the term of this five (5) year lease, the Lessee shall have the right and privilege to purchase the premises, including the portion leased to Southern Fertilizer and Chemical Company, for the sum of Twenty-two Thousand Five Hundred ($22,500.00) Dollars, provided, Lessee gives Lessor written notice of such intention at least thirty (30) days prior to the termination of this lease.

11. In the event that Lessee shall not exercise his option to purchase the premises, Lessee shall have the option to renew this lease for an additional five (5) years upon the same rental terms stated herein which option to renew must be exercised by written notice to Lessor not less than thirty (30) days prior to the expiration of this lease.

12. The Lessee agrees to quit and surrender said premises upon the expiration of this lease in as good condition as reasonable use thereof will permit, natural wear and tear excepted.

13. Should the rent be unpaid and in arrears for thirty (30) days, then, in such event, the Lessor shall have the right to annul and cancel this lease and to re-enter and repossess the said premises, reserving, however, at all times his right to distrain and recover for rent due and to be due under this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this the day and year first above written in duplicate.

IN THE PRESENCE OF:

Jackie Bryant

Margaret B. Hilliard

C. M. Padgett (L.S.)
C. M. Padgett, Lessor.

R. W. Roberts (L.S.)
R. W. Roberts, Lessee.

1-15-65
5 PM

DEEDS

150

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 C. M. Padgett and G. W. Roberts sign, seal and as their act and deed deliver the within Lease and Agreement, and that she with Isadore Sogoslow witnessed the execution thereof.

SWORN to before me this
9th day of January 1965.

Margaret B. Hilliard

Isadore Sogoslow (L. S.)
Notary Public for South Carolina

1-15-65
5 P.M.

DEEDS

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STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

SUBLEASE AND AGREEMENT

THIS SUBLEASE AND AGREEMENT made and entered into this 9th day of January 1965, at Walterboro, South Carolina, by and between G. W. Roberts, designated herein for convenience as Roberts, which expression shall include his heirs, executors, administrators and assigns where the context hereof so requires or admits, and Crawford's Auto Body Repair, Inc., designated herein for convenience as Crawford's, which expression shall include its successors and assigns where the context hereof so requires or admits,

WITNESSETH:

WHEREAS, by Lease and Agreement, dated 9 January 1965, Roberts has leased from C. M. Padgett the following described real estate:

> ALL that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in Wolfe Creek School District, in the County of Colleton, State of South Carolina, in or near the Town of Walterboro, measuring and containing ninety-eight one-hundredths (.98) of an acre, more or less, and being delineated on a plat made by J. S. Snook, Registered Surveyor, of date 16 August 1958, recorded in Plat Book 10, at page 108, in the office of the Clerk of Court for Colleton County, and bounded as follows: on the North by Gallows Hill Cemetery; East by lands of Fishburne; South by an unnamed street; and West by lands of Floyd Hiott.

subject to Lease Agreement between Emily N. Baggett and Southern Fertilizer and Chemical Company, dated 14 February 1963, recorded in Deed Book 132, at page 101, in the office of the Clerk of Court for Colleton County, South Carolina; and

WHEREAS, the terms, conditions and provisions of the said Roberts-C. M. Padgett Lease and Agreement, dated 9 January 1965, have been disclosed to Crawford's and this sublease and agreement is entered into contemporaneously with the Roberts-C. M. Padgett Lease and Agreement; and

WHEREAS, Crawford's desires to sublease from Roberts the new building that C. M. Padgett is to have erected on said premises, together with the rights of ingress and egress, upon the terms and conditions herein set forth;

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

1-15-65
5 P.M.

DEEDS

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1. That Roberts leases to Crawford's and Crawford's leases from Roberts the new building to be constructed on the premises above described, which building shall measure approximately thirty (30) feet by sixty (60) feet and include an office, restroom and space for a garage, the construction to be similar to the existing structure, together with the rights of ingress and egress by Crawford's and its customers, for a five (5) year term commencing February 1, 1965, at a monthly rental of One Hundred ($100.00) Dollars per month, payable in advance.

2. It is contemplated that the new building will be completed and ready for occupancy on February 1, 1965, and should there be any delay, the parties agree to share the existing building and adjust the rental until completion of the new building.

3. Crawford's shall have the right to sublet its leased premises, or any portion thereof, upon approval of Roberts.

4. The provisions of Paragraphs 5, 6 and 7 of the Roberts-C. N. Padgett Lease and Agreement, providing that C. N. Padgett shall maintain and keep the buildings in good state of repair except for minor repairs costing up to Fifteen ($15.00) Dollars, that C. N. Padgett shall pay the taxes on the property and carry adequate fire and hazard insurance on the buildings, and that in the event of damage or destruction to the buildings, by fire or otherwise, the rent shall abate while the buildings are nonusable, are incorporated into this sublease and agreement by reference.

5. Each party shall be responsible for and pay for his or its utilities by reason of his or its occupancy.

6. In the event that Roberts fails to exercise his option to purchase the premises, he agrees to transfer and assign this right and privilege to purchase to Crawford's and agrees to advise it forty-five (45) days before the expiration of his lease of his intention. In the event that Crawford's should purchase the property, Crawford's gives Roberts the right to lease the portion of the premises used by him for a term of five (5) years at One Hundred Twenty-five ($125.00) Dollars per month.

1-15-65
5 P.M.

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DEEDS

7. In the event that Roberts exercises his option to renew the lease and agreement, he agrees to give Crawford's the right to renew this sublease for a period of five (5) years upon the same rental terms stated herein.

8. Crawford's agrees to quit and surrender said premises upon the expiration of this sublease in as good condition as reasonable use thereof will permit, natural wear and tear excepted.

9. Should the rent be unpaid and in arrears for thirty (30) days, then, and in such event, Roberts shall have the right to annul and cancel this sublease and to re-enter and repossess the said premises, reserving, however, at all times his right to distrain and recover for rent due and to be due under this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this the day and year first above written in duplicate.

IN THE PRESENCE OF:

Isadore Bogoslow

Margaret B. Hilliard

G. W. Roberts (L.S.)
G. W. Roberts

CRAWFORD'S AUTO BODY REPAIR, INC. (SEAL)

By George L. Crawford
George L. Crawford, Its President.

ATTEST: William Gardner
William Gardner, Its Secretary.

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 G. W. Roberts and Crawford's Auto Body Repair, Inc., by George L. Crawford, its President, and William Gardner, its Secretary, sign, seal and as their acts and deeds deliver the within Sublease and Agreement, and that she with Isadore Bogoslow witnessed the execution thereof.

SWORN to before me this
9th day of January 1965

Isadore Bogoslow (L.S.)
Notary Public for South Carolina

Margaret B. Hilliard

1-15-65
5 P.M.

DEEDS

158

STATE OF SOUTH CAROLINA, }
COUNTY OF COLLETON. } EXTENTION OF CONTRACT OF SALE

WHEREAS, on the 13th day of November, 1964, Flack-Jones Lumber Co., Inc., and E. Berrien Sanders, Jr., individually and as Executor of the Last Will and Testament of E. B. Sanders, Sr., entered into two certain contracts concerning approximately two thousand, two hundred ninty (2,290) acres in Colleton County and more commonly known as Cook's Hill Plantation and Cook's Hill Extention, and certain difficulties have arisen in obtaining waivers as to the taxes and debts of the Estate of the late E. B. Sanders, Sr., and the parties are desirious of extending the two contracts for a period of an additional thirty (30) days.

NOW KNOW ALL MEN BY THESE PRESENTS, that We, Flack-Jones Lumber Co., Inc. and E. Berrien Sanders, Jr., individually and as Executor of the Last Will and Testament of the late E. B. Sanders, Sr., for and in consideration of the sum of Five ($5.00) Dollars and the mutual covenants and agreements contained in said Contracts and Agreements do hereby covenant and agree that the Contract of Sale and Agreement made, executed, and delivered by and between the parties hereto on the 13th day of November, 1964, are hereby and herein extended in all of their particulars for a period of thirty (30) days from the 11th day of February, 1965, that is to say that said Contracts will be performed in all of their covenants, agreements, and specifications on or before the 11th day of March, 1965. One of which Contracts is recorded in the Office of the Clerk of Court for Colleton County in Book 133, at Page 131.

TO HAVE AND TO HOLD ALL AND SINGULAR the said rights, covenants, and agreements as aforesaid unto the respective parties their heirs, executors, administrators, successors, and assigns.

2-4-65
9 a.m.

DEEDS

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IN WITNESS WHEREOF, We have hereunto set our Hands and Seals this 2nd day of February, 1965.

WITNESSES:

Individually and as Executor of the Last Will and Testament of E. B. Sanders, Sr.

Witness as to E. Berrien Sanders, Jr.

Flack-Jones Lumber Co., Inc.

BY: _____ Vice President

Witness as to George H. Seago, Jr.

STATE OF SOUTH CAROLINA,
COUNTY OF DORCHESTER.

PERSONALLY appeared before me, Margaret B. Hilliard and made oath that she saw the within-named E. Berrien Sanders, Jr. Individually and as Executor of the Last Will and Testament of E. B. Sanders, Sr., sign, seal and as his act and deed, deliver the within-written Deed, and that she with Isadore Bonnelow witnessed the execution thereof.

SWORN to before me this 2nd day of February, 1965.

Notary Public for South Carolina.

2-4-65
9 a.m.

DEEDS

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STATE OF SOUTH CAROLINA,)
COUNTY OF DORCHESTER.)

PERSONALLY appeared before me Barbara H. Merrithew who, being duly sworn says that she saw the corporation seal of the Flack-Jones Lumber Co., Inc. affixed to the foregoing instrument and she also saw George H. Seago, Jr., Vice President of said corporation sign and seal the same; and that she with N. H. Hamilton witnessed the execution and delivery thereof, as the act and deed of the said corporation.

Barbara H. Merrithew

SWORN to before me this
2nd day of February, 1965.

N. H. Hamilton
Notary Public for South Carolina.

2-4-65
9 a.m.

DEEDS

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SC Doc Stamps 7.00

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

Robert W. Carter, Lessor, to Keith M. Kinard, V. C. Hamilton, Jr., W. M. Bennett, E. B. Funderburk, W. D. D. Breland, L. L. Erwin, Jr., C. H. Valentine, and H. A. Brown, Lessees.	LEASE AGREEMENT

WITNESS THIS AGREEMENT made and entered into this 21st day of March 1963, by and between Robert W. Carter of Walterboro, South Carolina, hereinafter designated as Lessor, and Keith M. Kinard, V. C. Hamilton, Jr., W. M. Bennett, E. B. Funderburk, W. D. D. Breland, L. L. Erwin, Jr., C. H. Valentine, and H. A. Brown, all of Walterboro, South Carolina, hereinafter designated Lessees.

WHEREAS, the said Lessor hereby agrees to construct and erect a certain building upon land owned by the Lessor pursuant to plans and specifications, said plans and specifications having been heretofore marked for identification by the parties hereto and by reference made a part and parcel hereof, and hereby leases and by these presents does grant, demise and lease unto the said lessees that portion of the said building designated on the plans and specifications hereinabove mentioned as the area to be occupied by the proposed Federal Savings and Loan Association, said building to be situated on the following described lot of land:

> All that certain lot of land, situate, lying and being on the Southeast corner of the intersection of Lucas and Hampton Street, in the City of Walterboro, County and State aforesaid and bounded as follows, to wit: On the North by Hampton Street, and measuring thereon Seventy-five (75') feet, more or less; from the East by Lot of R. M. Jefferies, and measuring thereon Ninety-five (95') feet, more or less; from the South by another lot of the Grantor herein, and measuring thereon Seventy-five (75') feet, more or less, and on the West by Lucas Street, and measuring thereon Ninety-five (95') feet, more or less. Being the Northern end of a tract or lot of land conveyed to the Grantor herein by Deed of I. M. Fishburne, as executor of the Will of W. J. Fishburne, deceased, and recorded in the Office of the Clerk of Court of Colleton County in Deed book 62 at page 428, and being the same lot of land conveyed to the Lessor herein by deed of Vernelle R. Carter, of Walterboro, South Carolina, dated 12 March 1963, and recorded in the office of the Clerk of Court of Colleton County in Deed book at page .

AND the Lessor herein also agrees that the Lessees shall have the use of a driveway entering on Lucas Street with the exit on Hampton Street, and also the use of the parking area on the adjacent property.

Recorded 2-8-65 3 P.M.

LAW OFFICE OF KEITH M. KINARD WALTERBORO, S. C.

DEEDS

TO HAVE AND TO HOLD, The same for a term of Ten (10) years, to begin the First day of July 1963, and to end on the last day of June 1973, at a monthly rental, commencing July 1, 1963 at the rate of One Hundred Thirty-five and No/100 ($135.00) Dollars, per month, until the first day of July 1966, from the first day of July 1966 until the end of this agreement, the monthly rental will be One Hundred and Fifty (150.00) Dollars per month.

AND it is understood and agreed that the Lessees, upon six months notice, to the Lessor, will be permitted to extend their offices into one or all of the other portions of the said building. At the additional rental of Eighty and No/100 ($80.00) Dollars per month, per portion, or Three Hundred and Ninety and No/100 ($390.00) Dollars per month for the entire building, not including the basement.

IT IS UNDERSTOOD AND AGREED that the entire building constructed on the above described lot of land will be known as the First Federal Savings and Loan Association of Walterboro building, or in the event that name is not approved by the Federal Home Loan Bank Board, then the building will be known by whatever name the proposed Federal Savings and Loan Association acquires, and the Lessor covenants and agrees not to permit anyone to place, erect, maintain, or paint any sign or signs on the roof walls or anyplace else upon the exterior of said demised premises, and that the Lessee may place, erect, maintain or paint any sign or signs thereon and Lessees may move such sign, or signs at the expiration of the term of the Lease or any renewal thereof.

AND THE LESSOR hereby covenants and agrees with the Lessees as follows:

(1) That no rent shall become due and owing until the completion of all said work required to be performed by the Lessor in accordance with the aforesaid original and ammended, if any, plans and specifications, and the Lessees complete acceptance of said demised premises.

(2) That the Lessor, at the time of execution of these presence, has alone full rights to lease the same for the term aforesaid, it is expressly understood and agreed that the above covenant of the said Lessor constitutes a warranty by him, and that in case he has not the right aforesaid, then in such event, this lease at the option of the Lessees, shall become null and void and no rental shall accrue for the term aforesaid, or for any part thereof.

(3) That the Lessor will put the Lessees in actual possession of the herein demised premises by July 1, 1963, and the said Lessees on paying the said rent and performing the covenants herein agreed by them to be performed, shall

LAW OFFICE OF
KEITH M. KINARD
WALTERBORO, S. C.

 2-8-65 3 P.M.

DEEDS

and may peaceably and quietly have, hold and enjoy the said demised premises for said term.

(4) The Lessor hereby covenants and agrees to make all exterior repairs including parking lot, structural, roof and plat glass repairs and replacements and also hereby covenants and agrees to make all interior repairs to the building made necessary by reason of defect, failures, settlements, including structural portions of the building, roof, plate glass and/or such as may be necessary because of the elements, including water, wind, lightning, also fire and other casualty beyond Lessees control and/or failure by the Lessor to keep in good repair the exterior of the building and other parts of the premises for which he is responsible; and it is expressly understood and agreed that should the Lessor neglect or refuse to make any such repairs with a reasonable time after notice that the same are needed, the Lessees, without liability or forfeiture of its term hereby demised, may have such repairs or replacements made and may deduct from the rent payable by it the cost thereof.

(5) That the Lessor shall have access to the said demised premises at reasonable hours for inspection and to make any repairs or replacements required of him to be made.

AND it is understood and agreed that the said Lessees shall have the right to sublet the premises herein rented or any portion thereof.

IT IS agreed that the Lessees are to have the right to make any alterations or improvements that they desire in the said premises, at their own expense, and the Lessees shall also have the right to remove from the said premises any fixtures, furniture or equipment that they shall use in the operation of any business carried on in said premises, provided that in the removal thereof they shall deliver up the said premises at the expiration of the agreement in the same condition as now exist, reasonable wear and tear and damage by fire or the elements or from other causes beyond their control excepted.

AND it is agreed by and between Lessor and Lessees that the portion of this building not used by the Lessees herein will not be rented for any purpose or business which would be detrimental to the operation of a Federal Savings and Loan Association, such as any other financing or lending establishment or related business.

IT IS FURTHER AGREED by and between the parties hereto, that upon the issuance of a Federal Savings and Loan Association charter to the Lessees

2-8-65 2 P.M.

DEEDS

herein, and upon an assignment of this agreement, by the Lessees to the said Federal Savings and Loan Association, then the parties hereinabove referred to as the Lessees will be forever discharged of any personal responsibility as a result of this agreement.

This agreement to bind the parties hereto and their heirs and successors and assigns.

DONE at Walterboro, South Carolina this the 21st day of March 1963.

IN THE PRESENCE OF:

Robert W. Carter
Robert W. Carter, Lessor

Keith M. Kinard
Keith M. Kinard, Lessee

V. C. Hamilton, Jr.
V. C. Hamilton, Jr., Lessee

W. M. Bennett
W. M. Bennett, Lessee

R. B. Funderburk
R. B. Funderburk, Lessee

W. D. D. Breland
W. D. D. Breland, Lessee

L. L. Erwin, Jr.
L. L. Erwin, Jr., Lessee

C. H. Valentine
C. H. Valentine, Lessee

H. A. Brown
H. A. Brown, Lessee

2-8-65 3 P.M.

DEEDS

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

PERSONALLY appeared before me E. L. Miller, Jr., who being duly sworn, says that he saw the within named Robert W. Carter, Lessor, and Keith M. Kinard, V. C. Hamilton, Jr., W. M. Bennett, E. B. Funderburk, W. D. D. Breland, L. L. Erwin, Jr., C. H. Valentine and H. A. Brown, Lessees, sign, seal and as their act and deed execute and deliver the within Lease, and he with Otis C. Carter, Jr., witnessed the execution and delivery thereof.

SWORN to before me this 21 day of March 1963.

E. L. Miller Jr.

Otis C. Carter

Notary Public for South Carolina

LAW OFFICE OF KEITH M. KINARD WALTERBORO, S. C.

2-8-65 3 P.M.

DEEDS

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BOOK 133

170

Walterboro, South Carolina

FEB 13, 1965
(Date)

OPTION ON LAND PURCHASE

I, the undersigned, in return for the sum of Two Hundred Dollars ($200.00) received this date, do hereby grant this exclusive option to purchase land in the amount of TWENTY (20) acres to CLYDE O. ACKERMAN, Esquire. This option is granted for a period of two weeks from this date. The sum of money received this date shall be applied to the total purchase price of Eight Thousand Dollars ($8000.00) upon execution of the option. The acreage in question is located more or less along Highway 17, exact location to be specified by plat upon execution of option.

A copy of this option is furnished to CLYDE O. ACKERMAN, Esquire, and a copy retained by the undersigned.

Loyal Bishop

WITNESS:

George A. Worth

Mavis K. Bishop

Recorded this 15 day of Feb A.D. 1965 in Book ____ Page ____ At 2:00 o'clock P. M.

A B Crosby
Clerk of Court, Colleton County.

STATE OF SOUTH CAROLINA)
COLLETON COUNTY)

PERSONALLY appeared before me George A. Worth, and made oath that he saw the within named Mavis K. Bishop sign, seal and as their act and deed deliver the within Option and that he with Mavis K. Bishop witnessed the execution thereof.

SWORN to before me this 15th day of February 1965

Adella F. Hoff

George A. Worth

DEEDS

170 A

BOOK 133

171

J. Boyd Morris, et al to Marshall W. Catterton

The Press and Standard, Walterboro, S. C.
BOND FOR TITLE

THE STATE OF SOUTH CAROLINA, KNOW ALL MEN BY THESE PRESENTS, That
COUNTY OF COLLETON

We, J. Boyd Morris and Bessie M. Morris, wife of J. Boyd Morris, are held and firmly bound unto Marshall W. Catterton in the penal sum of

TWO THOUSAND ($2,000.00) DOLLARS

to be paid to the said Marshall W. Catterton, his certain Attorneys, Executors and Administrators or Assigns; to which payment well and truly to be made and done we bind our selves and each and every of us, our Heirs, Executors, Administrators, jointly and severally, firmly by these presents.

Sealed with our Seal and dated at Walterboro, S. C. the 13th day of February in the year of our Lord one thousand nine hundred and Sixty-five and in the one hundred and Eighty-ninth year of the Sovereignty and Independence of the United States of America.

WHEREAS, the above bounden J. Boyd Morris and Bessie M. Morris have this day agreed to sell to the said Marshall W. Catterton the following described tract of land in the County of Colleton to wit: All that piece, parcel or lot of land together with the buildings and improvements thereon or which may be added thereto during the term of this agreement situate, lying and being on the Eastern edge of the Town of Walterboro, in the County of Colleton and State of South Carolina, known and designated as Lot No. 13 on a plat made by Harry M. Fripp, Registered Surveyor, of date 25 April 1949. Said lot measures eighty-three (83) feet on the Northeastern and Southwestern lines and one hundred twenty-five (125) feet on the Southeastern and Northwestern lines and bounded on the Northeast by Street; Southeast by Lot No. 12; Southwest by Lot No. 16; and Northwest by Lot No. 14.

ALSO: All that piece, parcel or lot of land situate, lying and being on the Eastern edge of the Town of Walterboro in the County of Colleton, and State of South Carolina, known and designated as Lot No. 16 on a plat made by Harry M. Fripp, Registered Surveyor of date 25 April 1949. Said lot measures eighty-three (83) feet on the Northeastern and Southwestern lines and one hundred twenty-five and three tenths (125.3) feet on the Southeastern line and one hundred twenty-four and seven-tenths (124.7) feet on the Northwestern line and bounded on the Northeast by Lot No. 13; Southeast by Lot No. 17; Southwest by a Street; Northwest by Lot No. 15.

on condition that the said Marshall W. Catterton together with interest at 6% shall pay the sum of TWO THOUSAND ($2,000.00)------ Dollars, in manner following, that is to say payable in installments as follows: $50.00 this date and $50.00 on the 17th day of March, 1965, and on like date of each month thereafter until the full amount of principal and interest has been paid in full, installments are to include payment of both principal and interest.

NOW THE CONDITION OF THIS OBLIGATION is such, that if the Marshall W. Catterton shall pay the said purchase money, so as aforesaid stipulated and shall in the meantime pay all taxes on said land and the said J. Boyd Morris and Bessie M. Morris shall on the completion of said payments make, execute and deliver, or cause to be made, executed and delivered a good and sufficient Deed of Conveyance in Fee Simple of the land above described to the said Marshall W. Catterton then this obligation to be void and of none effect or else to remain in full force and virtue.

AND IT IS EXPRESSLY AGREED, by and between the parties aforesaid that time is of the essence of this contract, and that in the event of the non-payment of said sum of money or any part thereof, promptly at the time herein limited, that then the said J. Boyd Morris and Bessie M. Morris are absolutely discharged from any and all liability to make and execute such Deed, and may treat the said Marshall W. Catterton as tenant holding over after the termination, or contrary to the terms of his lease; or if he prefer so to do may enforce the payment of the purchase money.

Signed, Sealed and Delivered in the presence of

Wendell O. Adams

J. Boyd Morris (L. S.)
J. Boyd Morris

Mrs. Bessie M. Morris (L. S.)
Mrs. Bessie M. Morris

Recorded Feb. 18, 1965 2 P. M.

171-A

THE STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me Al Floyd and made oath that he saw the within named J. Boyd Morris and Bessie M. Morris sign, seal and as their act and deed, deliver the within written Deed, and that he with Wendell O. Adams witnessed the execution thereof.

SWORN to before me, this 13th day of February A. D. 1965 Al Floyd

Wendell O. Adams, Notary Public for South Carolina (SEAL)

BOOK 133

172

Form No. 900—LEASE—Revised 1923
WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 65616

STATE OF SOUTH CAROLINA,

THIS AGREEMENT, Made this ~~28th~~ 5th day of ~~February~~ January, 19 65

between Claudia A. Jones

hereinafter styled the Landlord, and O. B. Jones and C. H. Jones, Jr.

hereinafter styled the Tenant, WITNESSETH:

THAT the said Landlord does hereby lease unto the said Tenant, and the said Tenant does hereby lease from the said Landlord without artificial heat, light or water all that piece, parcel or tract of land in Brooks School District, Colleton County, S. C., containing 116 acres, more or less and bounded as follows: North by Estate of B. L. Jones; East by Jeff Carroll; South by M. R. Barnes and Mrs. H. H. Carter; and West by Buckhead Swamp.

to be used as

TO HAVE AND TO HOLD the premises above described for the term of five (5) years with the option to renew for an additional five (5) years, said term to commence on the 5th day of January 19 65 and to end on the 5th day of January 19 70, at a rental of

Five ($5.00) Dollars, Love and Affection

said rent to be paid in advance on the day of each and every month during the life of this lease by the Tenant to the Landlord at State aforesaid, or to the duly authorized Agent of the Landlord.

AND IT IS AGREED, that unless notice in writing shall be given previous to the expiration of the period herein specified, by the Landlord to the Tenant, of the Landlord's desire to have possession of the premises, or like notice to be given by the Tenant to the Landlord of the Tenant's intention to vacate the premises after such expiration, then it is hereby agreed that this lease will be considered as extended and binding from the termination of the period herein specified in all its provisions as a tenancy from month to month which may be thereafter terminated on the last day of any calendar month by notice of not less than thirty days given by either party.

AND IT IS AGREED, that neither the said premises or any part thereof shall be assigned, let or underlet; or used or permitted to be used for any purpose other than the above mentioned.

AND IT IS AGREED, That the Tenant shall on demand reimburse the Landlord for all breakage of glass and all other injuries done during the Tenant's tenancy to the said premises, or to any fixture or appurtenances, excepting such as are produced by accidental fire or natural decay; and that the Tenant shall not make any alterations, additions or improvements on said premises without the written consent of the Landlord, and all alterations, additions and improvements made upon the said premises shall be the property of the Landlord; and that the Tenant shall at the Tenant's expense, keep in repair all gas, electric and heating fixtures, and also all plumbing when damaged as the result of freezing pipes or fixtures, or any neglect or carelessness of any person or persons on said premises.

AND IT IS AGREED, if default be made in the payment of rent at the time above specified, or if default shall be made in the performance of any of the provisions or agreements herein set forth, or if the Tenant shall become insolvent or vacate the said premises; that then the entire amount of rent that would accrue for the unexpired term shall at once become due and payable to the Landlord; and it shall be lawful for the Landlord to terminate this Lease, and re-enter and forthwith repossess all and singular the said premises without hindrance or prejudice to his right to distrain for all rent that may be due; but the collection by the Landlord of rent for the unexpired term shall entitle the Tenant to all the Tenant's rights under this agreement during the period for which the rent may have been collected.

AND IT IS AGREED, That the Landlord shall have the right at the Landlord's pleasure at reasonable hours, to enter said premises either in person or by the Landlord's Agents, and also that the Tenant will be liable for any damage suffered during the leased term by or to any person or property while on said premises, and also that the destruction of the said premises by fire shall terminate this Agreement.

11a

2-20-65

171 A

THE STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me Al Floyd and made oath that he saw the within named J. Boyd Morris and Bessie M. Morris sign, seal and as their act and deed, deliver the within written Deed, and that he with Wendell O. Adams witnessed the execution thereof.

SWORN to before me, this 13th day of February A. D. 1965 Al Floyd

Wendell O. Adams, Notary Public for South Carolina (SEAL)

BOOK 133

172

Form No. 900—LEASE—Revised 1923

STATE OF SOUTH CAROLINA,

THIS AGREEMENT, Made this ~~28th~~ 5th day of ~~February~~ January, 19 65

between Claudia A. Jones

hereinafter styled the Landlord, and O. B. Jones and C. H. Jones, Jr.

hereinafter styled the Tenant, WITNESSETH:

THAT the said Landlord does hereby lease unto the said Tenant, and the said Tenant does hereby lease from the said Landlord without artificial heat, light or water all that piece, parcel or tract of land in Brooks School District, Colleton County, S. C., containing 116 acres, more or less and bounded as follows: North by Estate of B. L. Jones; East by Joff Carroll; South by H. B. Barnes and Mrs. H. H. Carter; and West by Buckhead Branch.

to be used as

TO HAVE AND TO HOLD the premises above described for the term of five (5) years with the option to renew for an additional five (5) years, said term to commence on the 5th day of January 19 65 and to end on the 5th day of January 19 70, at a rental of Five ($5.00) Dollars, Love and Affection

said rent to be paid in advance on the day of each and every month during the life of this lease by the Tenant to the Landlord at State aforesaid, or to the duly authorized Agent of the Landlord.

AND IT IS AGREED, that unless notice in writing shall be given previous to the expiration of the period herein specified, by the Landlord to the Tenant, of the Landlord's desire to have possession of the premises, or like notice to be given by the Tenant to the Landlord of the Tenant's intention to vacate the premises after such expiration, then it is hereby agreed that this lease will be considered as extended and binding from the termination of the period herein specified in all its provisions as a tenancy from month to month which may be thereafter terminated on the last day of any calendar month by notice of not less than thirty days given by either party.

AND IT IS AGREED, that neither the said premises or any part thereof shall be assigned, let or underlet; or used or permitted to be used for any purpose other than the above mentioned.

AND IT IS AGREED, That the Tenant shall on demand reimburse the Landlord for all breakage of glass and all other injuries done during the Tenant's tenancy to the said premises, or to any fixture or appurtenances, excepting such as are produced by accidental fire or natural decay; and that the Tenant shall not make any alterations, additions or improvements on said premises without the written consent of the Landlord, and all alterations, additions and improvements made upon the said premises shall be the property of the Landlord; and that the Tenant shall at the Tenant's expense, keep in repair all gas, electric and heating fixtures, and also all plumbing when damaged as the result of freezing pipes or fixtures, or any neglect or carelessness of any person or persons on said premises.

AND IT IS AGREED, if default be made in the payment of rent at the time above specified, or if default shall be made in the performance of any of the provisions or agreements herein set forth, or if the Tenant shall become insolvent or vacate the said premises; that then the entire amount of rent that would accrue for the unexpired term shall at once become due and payable to the Landlord; and it shall be lawful for the Landlord to terminate this Lease, and re-enter and forthwith repossess all and singular the said premises without hindrance or prejudice to his right to distrain for all rent that may be due; but the collection by the Landlord of rent for the unexpired term shall entitle the Tenant to all the Tenant's rights under this agreement during the period for which the rent may have been collected.

AND IT IS AGREED, That the Landlord shall have the right at the Landlord's pleasure at reasonable hours, to enter said premises either in person or by the Landlord's Agents, and also that the Tenant will be liable for any damage suffered during the leased term by or to any person or property while on said premises, and also that the destruction of the said premises by fire shall terminate this Agreement.

11a

2-20-65

DEEDS

IT IS AGREED that the Tenant shall have the right to sublease the said premises without the consent of the Landlord.

AND IT IS LASTLY AGREED, That the terms of the foregoing lease shall not be varied or modified without the consent of the parties hereto being first endorsed hereon.

IN WITNESS WHEREOF, the said parties have hereuntoset their hands and seals the day and year first above written.

SIGNED AND SEALED IN PRESENCE OF

/s/ Gerald C. Smook — /s/ Claudia A. Jones (L. S.)

/s/ Kaye B. Hudson — /s/ O. B. Jones (L. S.)

/s/ C. N. Jones, Jr. (L. S.)

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

PERSONALLY appeared before me Kaye B. Hudson, and made oath that she saw the within-named O. B. Jones and Claudia A. Jones sign, seal, and as their acts and deeds, deliver the within-written Lease for the uses and purposes therein mentioned and that she, with Gerald C. Smook witnessed the execution thereof.

SWORN to before me this
5th day of January, 1965.

/s/ Kaye B. Hudson

/s/ Gerald C. Smook (SEAL)
Notary Public for South Carolina

Standard Form Lease

Premises

AND

From

To

Rent $ Per Month

Payable in advance on

WALKER, EVANS & CUMMINGS CO., CHARLESTON, S. C.

Lebl

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON) OPTION

For the sum of One Hundred and No/100 ($100.00) Dollars to us in hand paid at and before the sealing of these presents by W. C. Walker, the receipt whereof is hereby acknowledged, we, Florence Bethea, formerly known as Flora Belle Bethea; Edgar Bethea; and Edgar Fields, Paul Fields and Lincoln Fields, have bargained and agreed, and do hereby bargain and agree to sell to the said W. C. Walker, or his assigns, the following described property:

> ALL that tract of land in Verdier Township, County of Colleton, State of South Carolina, measuring and containing two hundred (200) acres, more or less, the exact acreage to be determined by survey, and bounded as follows: on the North by lands formerly of C. D. May, now Mitchell; on the East by lands of Thayer Lumber Company; on the South by lands formerly of A. C. Schaffer, now of Simons; and on the West by lands formerly of C. D. May, now of Simons.
>
> This being the same tract of land conveyed to Matilda Bethea, as Trustee, by Thayer Lumber Company by deed dated 15 June 1909, recorded in Deed Book 28, at page 495, the said Matilda Bethea being deceased and the optionors herein being the sole surviving cestui que trust.

for the sum of Thirteen Thousand and No/100 ($13,000.00) Dollars, payable as follows: One Hundred and No/100 ($100.00) Dollars at the execution hereof and Twelve Thousand Nine Hundred and No/100 ($12,900.00) Dollars at settlement, upon the delivery of a good and marketable title to the above described property, free from all liens, encumbrances and defects.

PROVIDED, this option is exercised within sixty (60) days from the date hereof. Notice of exercising shall be given in writing by letter deposited in the United States mail on or before sixty (60) days from the date hereof and addressed to Florence Bethea, 457 Edgecombe Avenue, Apartment 6-K, New York 31, New York. Settlement shall be had on or before thirty (30) days from the notice of exercise of this option and settlement shall be had at the office of Ladore Bogoslow, Attorney at Law, 110 Walter Street, Walterboro, South Carolina, or at such other place as may be agreed upon by the parties hereto.

The deposit of One Hundred and No/100 ($100.00) Dollars, made and delivered at the execution hereof, shall be applied to the rent of the property

DEEDS

IT IS AGREED that the Tenant shall have the right to sublease the said premises without the consent of the Landlord.

AND IT IS LASTLY AGREED, That the terms of the foregoing lease shall not be varied or modified without the consent of the parties hereto being first endorsed hereon.

IN WITNESS WHEREOF, the said parties have hereuntoset their hands and seals the day and year first above written.

SIGNED AND SEALED IN PRESENCE OF

/s/ Gerald C. Smoak — /s/ Claudia A. Jones (L. S.)

/s/ Kaye B. Hudson — /s/ O. B. Jones (L. S.)

/s/ C. N. Jones, Jr. (L. S.)

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

PERSONALLY appeared before me Kaye B. Hudson, and made oath that she saw the within-named O. B. Jones and Claudia A. Jones sign, seal, and as their acts and deeds, deliver the within-written Lease for the uses and purposes therein mentioned and that she, with Gerald C. Smoak witnessed the execution thereof.

SWORN to before me this
5th day of January, 1965.

/s/ Kaye B. Hudson

/s/ Gerald C. Smoak (SEAL)
Notary Public for South Carolina

Standard Form Lease

AND

Premises

From

To

Rent $ Per Month

Payable in advance on

SEAL PRESS & FORMS TEL. 1-800-TEL-FORM

V.C.U.

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON) OPTION

For the sum of One Hundred and No/100 ($100.00) Dollars to us in hand paid at and before the sealing of these presents by W. C. Walker, the receipt whereof is hereby acknowledged, we, Florence Bethea, formerly known as Flora Bella Bethea; Edgar Bethea; and Edgar Fields, Paul Fields and Lincoln Fields, have bargained and agreed, and do hereby bargain and agree to sell to the said W. C. Walker, or his assigns, the following described property:

> ALL that tract of land in Verdier Township, County of Colleton, State of South Carolina, measuring and containing two hundred (200) acres, more or less, the exact acreage to be determined by survey, and bounded as follows: on the North by lands formerly of C. D. May, now Mitchell; on the East by lands of Thayer Lumber Company; on the South by lands formerly of A. C. Schaffer, now of Simons; and on the West by lands formerly of C. D. May, now of Simons.
>
> This being the same tract of land conveyed to Matilda Bethea, as Trustee, by Thayer Lumber Company by deed dated 15 June 1909, recorded in Deed Book 28, at page 429, the said Matilda Bethea being deceased and the optionors herein being the sole surviving cestui que trust;

for the sum of Thirteen Thousand and No/100 ($13,000.00) Dollars, payable as follows: One Hundred and No/100 ($100.00) Dollars at the execution hereof and Twelve Thousand Nine Hundred and No/100 ($12,900.00) Dollars at settlement, upon the delivery of a good and marketable title to the above described property, free from all liens, encumbrances and defects.

PROVIDED, this option is exercised within sixty (60) days from the date hereof. Notice of exercising shall be given in writing by letter deposited in the United States mail on or before sixty (60) days from the date hereof and addressed to Florence Bethea, 357 Edgecombe Avenue, Apartment 6-E, New York 31, New York. Settlement shall be had on or before thirty (30) days from the notice of exercise of this option and settlement shall be had at the office of Theodore Bogodor, Attorney at Law, 110 Walter Street, Walterboro, South Carolina, or at such other place as may be agreed upon by the parties hereto.

The deposit of One Hundred and No/100 ($100.00) Dollars made and delivered at the execution hereof, shall be applied to the rent of the property

DEEDS

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by W. C. Walker for the year 1965, should the title to said property prove not good and marketable.

WITNESS our hands and seals this 11th day of February 1965.

IN THE PRESENCE OF:

Isadore Bogoslow
Margaret B. Hilliard
As to Florence Bethea.

Florence Bethea (L.S.)
Florence Bethea

Edgar Bethea
By Florence Bethea
Agent
(L.S.)
Edgar Bethea

Isadore Bogoslow
Margaret B. Hilliard
As to Edgar Bethea.

Edgar Fields
By Florence Bethea
Agent
(L.S.)
Edgar Fields

Isadore Bogoslow
Margaret B. Hilliard
As to Edgar Fields, Paul Fields and Lincoln Fields.

Paul Fields
By Florence Bethea
Agent (L.S.)
Paul Fields

Lincoln Fields
By Florence Bethea
Agent (L.S.)
Lincoln Fields

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me Margaret B. Hilliard, who on oath says that she saw the within named Florence Bethea sign, seal and as her act and deed deliver the within written Option and that she with Isadore Bogoslow witnessed the execution thereof.

SWORN to before me this 11th day of February 1965.

Margaret B. Hilliard

Isadore Bogoslow (SEAL)
Notary Public for South Carolina

DEEDS

174A

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

PERSONALLY appeared before me Margaret B. Hilliard, who on oath by Florence Bethea, Agent, says that she saw the within named Edgar Bethea sign, seal and as his act and deed deliver the within written Option and that she with Isadore Boggslow witnessed the execution thereof.

SWORN to before me this 11th day of February 1965

Margaret B. Hilliard

Isadore Boggslow (SEAL)
Notary Public

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

PERSONALLY appeared before me Margaret B. Hilliard, who on oath says that she saw the within named Edgar Fields, Paul Fields and Lincoln Fields, by Florence Bethea, Agent, sign, seal and as their act and deed deliver the within written Option and that she with Isadore Boggslow witnessed the execution thereof.

SWORN to before me this 11th day of February 1965

Margaret B. Hilliard

Isadore Boggslow (SEAL)
Notary Public

DEEDS

175A

BOOK 133

11 o'clock A.M.
A. B. Crosby
Clerk of Court, Colleton County, S. C.
176

UNITED STATES OF AMERICA]

THIS INDENTURE OF LEASE made and entered into as of the 10th day of February, 1965, by and between JOSEPH C. SMITH, of Colleton County, South Carolina, as Owner, and hereinafter called LESSOR, and UNION BAG-CAMP PAPER CORPORATION, a corporation of the State of Virginia, domesticated in Georgia, with an office and place of business in Chatham County, Georgia, as LESSEE, and hereinafter called UNION-CAMP,

W I T N E S S E T H:

THAT LESSOR, for and in consideration of the sum of FIVE HUNDRED AND NO/100 ($500.00) DOLLARS in hand paid, receipt whereof is hereby acknowledged, and the covenants to be performed by UNION-CAMP, has leased and by these presents does lease and demise unto the said UNION-CAMP, its successors and assigns, the following-described premises, situate, lying and being in Colleton County, South Carolina, described as follows:

> All that certain piece, parcel or tract of land containing five (5) acres, more or less, situate, lying and being in Colleton County, South Carolina, known as the Ashepoo Ferry Tract, bounded now or formerly as follows, to wit: On the northeast by the low water mark of the Ashepoo River; on the southeast by the "Old Ferry" Road separating from other lands of Joseph C. Smith; on the southwest by road separating from lands of Hollins; and on the northwest by public road separating from lands of Bellinger; said lands above-described to not include a tract of one-fourth (¼) acre conveyed to Lucia B. Patterson by James H. Patterson, by deed dated the 15th day of September, 1933, recorded the 23rd day of September, 1933, in Book 68, Page 113, among the records of Colleton County.

TOGETHER with all the improvements thereon, the rights, ways, easements, waters, riparian rights, privileges, and advantages thereunto belonging or in any way appertaining, together with rights of ingress, egress, and regress thereto.

TO HAVE AND TO HOLD the said above-described property and premises and the rights herein demised unto UNION-CAMP, its successors and assigns, for a term of one (1) year beginning on the 10th day of February, 1965, and ending on the 9th day of February, 1966; provided, nevertheless, that upon the expiration of said term, this Lease Agreement shall thereafter be automatically extended and renewed for ten (10) one-year periods upon the same rentals, terms and conditions as herein set forth; subject, nevertheless, to the express understanding and agreement that UNION-CAMP may, at its option, upon thirty (30) days' notice in writing given to the LESSOR prior to the end of said initial term or any successive term hereof, cancel this Lease Agreement, said UNION-CAMP paying therefor and for the rights herein granted the sum of FIVE HUNDRED AND NO/100 ($500.00) DOLLARS, per annum, payable in advance on or before the

Recorded
Feb 23 - 1965
11 am

DEEDS

10th day of February of each and every year of the term of this Lease Agreement.

IT IS HEREBY MUTUALLY COVENANTED AND AGREED between the parties:

1. So long as UNION-CAMP is not in default hereunder, it is granted the full use and occupancy of said leased premises which may be used by it to construct a barge pulpwood yard facility, complete with railroad spur tracks, buildings, docks, and any other improvements necessary to the conduct of its business, and it shall have the full right to assign this lease or underlet or sublease the said premises or any part thereof or permit any other person, firm, or corporation to occupy the said premises or any part thereof without the consent of LESSOR; provided, nevertheless, that UNION-CAMP shall continue to be and remain bound to the performance of the covenants herein set out.

2. During the term hereof or any renewal or extension thereof, UNION-CAMP shall have the right to do such grading and surfacing and make such alterations, additions, or improvements to the leased premises as it may deem necessary and proper, including without limitation, the construction of buildings, sheds, ways, docks, railroad sidetracks and the installation of machinery and equipment therein or thereon; and such improvements, additions, and alterations made by UNION-CAMP, including any and all fixtures, machinery, equipment, sidetracks, and other installations shall remain the property of UNION-CAMP, its successors and assigns, and shall be removed from said premises by UNION-CAMP within thirty (30) days following the expiration of this Lease, or any renewal or extension thereof.

3. UNION-CAMP agrees that upon the expiration of this lease, or any renewal or extension thereof, it will return the said premises to LESSOR in the same level, cleared condition as when received by it, other than as to such grading and fill material as may have been necessary in rendering the premises suitable for its purposes.

4. In the event of the failure of UNION-CAMP to pay the rent herein provided promptly when due, or if UNION-CAMP shall fail to comply with any of the other terms, covenants or conditions of this Lease for a period of thirty (30) days after notice by LESSOR, then and in any of said cases, LESSOR may, at his option, lawfully enter into and upon the said premises or any part thereof in the name of the whole and reposses the same as of the former estate of LESSOR and expel UNION-CAMP and those claiming under and through it and remove its effects, without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise

DEEDS

be used for arrears of rent or breach of covenant, and upon entry as aforesaid this Lease shall determine, and UNION-CAMP covenants that in case of such termination it will indemnify LESSOR against all loss of rent which LESSOR may incur by reason of such termination during the residue of the said term.

5. LESSOR covenants and warrants title in fee simple and that UNION-CAMP upon paying the rent and complying with the terms, covenants and conditions aforesaid shall and may peaceably and quietly have, hold and enjoy the leased premises for the full term hereof as aforesaid and any renewal or extension thereof.

6. In consideration of the rights herein granted, UNION-CAMP does further agree to pay all taxes assessed against the said lands (other than Estate or Inheritance Taxes) as well as against any improvements placed thereon by it or persons claiming under it, as well as upon any activity carried on by it or persons claiming under it at said leased premises during the term of this Lease or any renewal or extension thereof.

7. It is mutually understood and agreed that during the term hereof or any renewal or extension thereof, LESSOR, at LESSOR's sole expense, shall have the right to maintain signs presently located on the leased premises at the entrance to LESSOR's fishing camp.

8. All rights and liabilities herein given to or imposed upon either of the parties hereto shall extend to the heirs, executors, administrators, successors, and assigns of such parties.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals, in duplicate, as of the day and year first above written and in the One Hundred Eighty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, sealed, and delivered in the presence of:

Alice J. Rickard

Donald W. Fraser

Joseph C. Smith (L.S.)
Joseph C. Smith, LESSOR

Signed, sealed, and delivered in the presence of:

Mildred Schick

Phyllis DeChagoy

UNION BAG-CAMP PAPER CORPORATION

By [signature] (L.S.)
VICE PRESIDENT

ATTEST:

[signature]
ASST. SECRETARY

DEEDS

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

PERSONALLY appeared before me Alice T. Beckett and made oath that she saw the within-named JOSEPH C. SMITH sign, seal and as his act and deed deliver the within-written Lease and that she with Donald H. Fraser witnessed the execution thereof.

Alice T. Beckett

SWORN to before me this
10th day of February, 1965.

Donald H. Fraser
Notary Public for South Carolina
My Commission expires at the Pleasure
of the Governor.

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

PERSONALLY appeared before me Mildred J. Leitch, who, on oath, says that she saw the within-named UNION BAG-CAMP PAPER CORPORATION, by W. C. Shorter, its Vice President, and W. E. DeCamp, its Asst Secretary, sign the within instrument, and the said Corporation, by said officers, seal said instrument, and, as its act and deed, deliver the same, and that she with Phyllis Dizinger witnessed the execution thereof.

Mildred J. Leitch

SWORN to before me this 17th
day of February, 1965.

Anne E. Grant
Notary Public

ANNE E. GRANT
NOTARY PUBLIC, State of New York
No. 24-0025010
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1966

DEEDS

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STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

RENUNCIATION OF DOWER

I, Donald H. Fraser, do hereby certify unto all whom it may concern, that Mrs. Joseph C. Smith, wife of the within-named JOSEPH C. 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 UNION BAG-CAMP PAPER 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.

Mrs Joseph C Smith

Given under my hand and seal this 10th day of February, 1965.

Donald H. Fraser
Notary Public for South Carolina

My Commission expires at the Pleasure of the Governor.

DEEDS

180a

E. B. Sanders, Jr. and Flack-Jones Lumber Company, Inc.

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON,

AGREEMENT

This Agreement made and concluded at Summerville, South Carolina, this 24th day of February, 1965, by and between E. B. Sanders, Jr., individually and as Executor of the Last Will and Testament of E. B. Sanders, Sr., hereinafter referred to as Party of the First Part and Flack-Jones Lumber Co., Inc., hereinafter referred to as Party of the Second Part.

WITNESSETH, NOW KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Five ($5.00) Dollars, the receipt whereof is hereby acknowledged and the mutual covenants and agreements hereinafter set forth the Party of the First Part does hereby and herein grant, bargain, sell, and agree to sell unto the Party of the Second Part a good and marketable fee simple title free and clear of all encumbrances to the real property hereinafter described and the Party of the Second Part does covenant and agree to purchase and buy said good and marketable fee simple title free and clear of all encumbrances to the real property hereinafter described upon the terms and conditions hereinafter set forth. The description of the property is as follows to-wit:

All that certain piece, parcel, or tract of land situate, lying, and being near the Village of Ritter, in the County of Colleton, State of South Carolina, measuring and containing Two Hundred Seventy (270) acres more or less more commonly known as "North Beech Hill" butting and bounding as follows to-wit: North and Northwest by Cook's Hill Plantation and lands of Hooker; Southeast and South by a power line of the South Carolina Electric and Gas Co., separating this from the remainder of Beech Hill; and West by South Carolina Highway No. 303.

For extension of this agreement see the Book Page 206

ALSO

All that certain piece, parcel, or tract of land situate, lying, and being near the Village of Ritter, in the County of Colleton, State of South Carolina, measuring and containing Two Hundred Thirty (230) acres and known as "West Beech Hill" butting and bounding as follows to-wit: North on lands of Plyer; East on the Atlantic Coast Line Railroad leading from Green Pond to Walterboro; South by what is commonly known as Aukland Plantation, lands of the Party of the First Part; West by lands of Carter and Britt; and Northwest by the Lemacks Tract hereinafter described.

ALSO

All that certain piece, parcel, or tract of land situate, lying, and being near the Village of Ritter, in the County of Colleton, State of South Carolina, measuring and con-

recorded 2/27/65 9 A. M.

DEEDS

~~containing one Hund~~red ~~Fifty~~ Five (155) acres more or less commonly known as the Lemacks Tract butting and bounding as follows to-wit: North by lands of Flyer; East by what is commonly known as "West Beech Hill" hereinabove described; South by lands of Britt; West by lands of Mary Sanders and R. B. Drake; and Northwest by lands of Flyer and the Old School House property.

ALSO

All that certain piece, parcel, or tract of land situate, lying, and being near the Village of Ritter, in the County of Colleton, State of South Carolina, measuring and containing Three Hundred Ninty (390) acres more or less commonly known as the Hickman Tract butting and bounding as follows to-wit: North by lands of McDonald Ritter and lands of William's Furniture Company; East by a South Carolina Public Road (C-87); South by lands of E. G. Ritter; and West by lands of William's Furniture Company.

upon the terms and conditions as follows to-wit:

1. It is agreed by and between the parties hereto that the Party of the First Part does hereby and herein bind himself and itself to grant, bargain, sell and convey a good and marketable fee simple title to the above described property at a price not to exceed Eighty Five Thousand ($85,000.00) Dollars and the Party of the Second Part does hereby and herein bind itself to purchase and buy the above described real estate at a price no less than Seventy Five Thousand ($75,000.00) Dollars, the price to be determined by and between the parties hereto upon a complete inspection of the premises, but within the above limits. EB RJ JMS

2. It is agreed by and between the parties hereto that this Contract of Sale is to include the timber and trees on the above described Hickman Tract containing Three Hundred Ninty (390) acres and the Lemacks Tract containing One Hundred Fifty Five (155) acres, but not to include the saw timber and trees on the above described North Beech Hill Tract containing Two Hundred Seventy (270) acres and West Beech Hill Tract containing Two Hundred Thirty (230) acres.

3. It is agreed by and between the parties hereto that the terms and conditions of this Contract will be performed in all of its particulars on or before the 1st day of April, 1965.

recorded 2/27/65 9 A. M.

DEEDS

TO HAVE AND TO HOLD ALL AND SINGULAR the rights, covenants, and agreements herein granted unto the respective parties, their heirs and assigns or successors and assigns for and during the term herein set forth.

WITNESS our Hand and Seal this day and year first above written.

E. B. Sanders, Sr.
Individually and as Executor of the Last Will and Testament of E. B. Sanders, Sr.

WITNESSES:

Barbara H. Merrithew
Barbara H. Merrithew

N. H. Hamilton
N. H. Hamilton

FLACK-JONES LUMBER CO., INC.

By: George H. Seago, Jr.
Vice President

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

PERSONALLY appeared before me Barbara H. Merrithew and made oath that she saw the within named E. B. Sanders, Jr., Individually and as the Executor of the Last Will and Testament of E. B. Sanders, Sr., and George H. Seago, Jr., Vice President of Flack-Jones Lumber Co., Inc. sign, seal, and as their act and deed, deliver the within written Agreement, and that she with N. H. Hamilton witnessed the execution thereof.

Barbara H. Merrithew
Barbara H. Merrithew

SWORN to before me this
24th day of February, 1965.

N. H. Hamilton
N. H. Hamilton
Notary Public for South Carolina.

recorded 2/27/65 9 A. M.

DEEDS

183a

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

CONTRACT OF SALE WITH RIGHT OF POSSESSION

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of One and 00/100 ($1.00) Dollar to each in hand paid by the other, the receipt whereof is hereby acknowledged, and in consideration of the mutual covenants hereinafter set forth, Bonnie Doone, Inc., a South Carolina corporation, sometimes hereinafter referred to as the party of the first part, and the Charleston, S. C., Presbytery of Presbyterian Churches, acting through C. Bissell Jenkins, Jr., O. L. Long and J. Harvey Wittschen, Trustees, sometimes hereinafter referred to as the party of the second part, have mutually, this day covenanted and agreed as follows:

1. That Bonnie Doone, Inc., party of the first part, agrees to sell and upon compliance with the terms hereof to convey by good and marketable title, in fee simple, unto C. Bissell Jenkins, Jr., O. L. Long and J. Harvey Wittschen, Trustees of Charleston Presbytery, party of the second part, upon the terms and conditions hereinafter set forth, all that certain piece, parcel or tract of land, situate, lying and being in Colleton County, South Carolina, known as "Bonnie Doone Plantation Site, out buildings and surrounding area" comprising One Hundred Thirty-one acres, as shown on plat by S. S. Snook, R. E., dated Mar. 30, 1964, attached hereto and made a part hereof, together with all furniture, fixtures, accessories, equipment, rights, right of ways, appurtenances and hereditaments, thereto and thereon, situate, lying and being, for the full use, access and enjoyment thereof, excepting and reserving, however, two turkey statues which remain the property of and will be removed by the party of the first part.

recorded 3/3/65 11 A. M.

DEEDS

2. The said Trustees, party of the second part, agree to pay to the party of the first part therefor, the sum of Seventy-six Thousand and 00/100 ($76,000.00) Dollars in the following manner, to wit:

Ten Thousand and 00/100 ($10,000.00) Dollars upon the signing, sealing and delivery of this agreement;

Ten Thousand and 00/100 ($10,000.00) Dollars which shall include principal and interest, on or before March 1, 1966;

Fifteen Thousand and 00/100 ($15,000.00) Dollars plus interest from the date hereto to date of payment, on the balance due, on or before March 1, 1967;

Fifteen Thousand and 00/100 ($15,000.00) Dollars plus interest at 6% on the balance due, on or before March 1, 1968;

Fifteen Thousand and 00/100 ($15,000.00) Dollars plus interest at 6% on the balance due on or before March 1, 1969; and the remaining balance of principal and interest on March 1, 1970;

Provided, nevertheless, that the party of the second part shall have the right and privilege of anticipating any and all papments of the whole or any part of the unpaid balance at any time.

3. It is covenanted and agreed that the party of the second part shall enter upon and enjoy full possession of the premises above described upon the delivery of this agreement and the payment of Ten Thousand and 00/100 ($10,000.00) Dollars and shall be responsible for any taxes levied for the year 1965 or thereafter, and shall secure and maintain fire and windstorm insurance in the sum of Seventy-six Thousand and 00/100 ($76,000.00) Dollars in the name of both parties as their interest shall appear, and shall maintain landlord and tenant liability insurance in an amount mutually acceptable to the parties hereto.

4. It is further covenanted and agreed that the party of the second part shall have the right and privilege of making alterations,

recorded 3/3/65 11 A. M.

DEEDS

repairs and improvements upon the property and buildings as they see fit, provided that the approval of the party of the first part is secured in writing before the demolition, destruction or major alteration of buildings is done.

5. It is further agreed between the parties that the property as described in paragraph 1 hereof shall extend to the center of all banks shown on said plat and shall include the small island and bridge thereto; and an easement to use the canal from the boathouse to the Ashepoo River for the width of the present canal and for an additional fifteen feet beyond to dump spoil created from canal improvement and maintenance; that the party of the first part grants to the party of the second part a right of way and easement over a roadway forty feet in width, being the entrance road to the property herein above descrbed; as well as its right to have Williams Furniture Company increase the right of way to sixty-six feet if a public paved road is constructed. The party of the first part reserves to itself, its successors and assigns, a right of way fifteen feet in width along the northeast line of the land hereinabove described as shown on plat by S. S. Snook.

6. Both parties covenant and represent that the individuals signing this agreement have full, due and legal authority to bind their respective parties, heirs, successors and assigns, to fully and completely carry out their respective covenants and agreements herein.

SIGNED, SEALED AND DELIVERED at Walterboro, South Carolina, this 1st day of March 1965.

BONNIE DOONE, INC. (L.S.)

ATTEST: By: L. G. Fishburne (L.S.)
L. G. Fishburne, President

James W. Harden
Secretary

Witnesses as to Bonnie Doone, Inc.

W. J. McLeod, Jr.

H. Wayne Unger

recorded 3/3/65 11 A. M.

DEEDS

Witnesses as to
C. Bissell Jenkins, Jr.

Rev. T. W. Horton, Jr.

Agnes H. Arnette

Witnesses as to
O. L. Long

Rev. T. W. Horton, Jr.

J. C. McManus

Witnesses as to
J. Harvey Wittschen

Rev. T. W. Horton, Jr.

Bertha D. Ackerman

CHARLESTON PRESBYTERY (L.S.)

By: C. Bissell Jenkins, Jr. (L.S.)
C. Bissell Jenkins, Jr., Trustee

(L.S.)
O. L. Long, Trustee

J. Harvey Wittschen (L.S.)
J. Harvey Wittschen, Trustee

STATE OF SOUTH CAROLINA)
:
COUNTY OF COLLETON)

PERSONALLY appeared before me H. Wayne Unger and made oath that he saw the within named L. G. Fishburne, as President of Bonnie Doone, Inc., sign, seal and, as his act and deed, deliver the within written Lease Purchase Agreement for the uses and purposes therein mentioned, and that he, with W. J. McLeod witnessed the execution thereof.

SWORN to before me this 1st day of March 1965.

H. Wayne Unger

W. J. McLeod (SEAL)
Notary Public for South Carolina

My commission expires at the pleasure of the Governor.

recorded 3/3/65 11 A. M.

DEEDS

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me Rev. T. W. Horton, Jr. and made oath that he saw the within named Charleston Presbytery by C. Bissell Jenkins, Jr., one of its Trustees, sign, seal and, as its act and deed, deliverthe within written Lease Purchase Agreement for the uses and purposes therein mentioned, and that he, with Agnes H. Arnette witnessed the execution thereof.

SWORN to before me this 2nd day of March 1965.

Rev. T. W. Horton, Jr.

Carolyn M. Sweeten (SEAL)
Notary Public for South Carolina
Carolyn M. Sweeten
My commission expires at the pleasure of the Governor.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me Rev. T. W. Horton, Jr. and made oath that he saw the within named Charleston Presbytery by O. L. Long, one of its Trustees, sign, seal and, as its act and deed, deliver the within written Lease Purchase Agreement for the uses and purposes therein mentioned, and that he, with J. C. McManus witnessed the execution thereof.

SWORN to before me this 2nd day of March 1965.

Rev. T. W. Horton, Jr.

Carolyn M. Sweeten (SEAL)
Notary Public for South Carolina
Carolyn M. Sweeten
My commission expir at the pleasure of the Governor.

recorded 3/3/65 11 A. M.

DEEDS

STATE OF SOUTH CAROLINA)
:
COUNTY OF CHARLESTON)

PERSONALLY appeared before me Rev. T. W. Horton, Jr. and made oath that he saw the within named Charleston Presbytery by J. Harvey Wittschen, one of its Trustees, sign, seal and, as its act and deed, deliver the within written Lease Purchase Agreement for the uses and purposes therein mentioned, and that he, with Bertha D. Ackerman witnessed the execution thereof.

SWORN to before me this 2nd day of March 1965.

Rev. T. W. Horton, Jr.

(SEAL)
Notary Public for South Carolina
Carolyn M. Sweeten
My commission expires at the pleasure of the Governor.

recorded 3/3/65 11 A. M.

DEEDS

189a

190

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

AGREEMENT

THIS AGREEMENT entered into this 29th day of November 1957 between Colleton Tile and Contrete Company, Inc., hereinafter at times styled landlord, and Carroll Brown, III, and Lloyd S. Mitchell, Jr., hereinafter at times styled tenants, WITNESSETH:

1. Colleton Tile and Concrete Company, Inc., for and in consideration of Ten Thousand and No/100 ($10,000.00) Dollars to it in hand paid, at and before the sealing and delivery of these presents, by Carroll Brown, III, and Lloyd S. Mitchell, Jr., has bargained and sold, and by these presents does bargain and sell to the said Carroll Brown,III, and Lloyd S. Mitchell, Jr., the personal property consisting of machinery, equipment, and so forth, of Colleton Tile and Concrete Company, Inc., more particularly described and itemized in Schedule A attached hereto and made a part hereof.

To have and to hold the said chattel property unto the said Carroll Brown, III, and Lloyd S. Mitchell, Jr., their heirs and assigns forever.

And Colleton Tile and Concrete Company, Inc., does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the said bargained personal property unto the said Carroll Brown, III, and Lloyd S. Mitchell, Jr., their heirs and assigns, against it and its successors and assigns, or any other person lawfully claiming, or to claim the same, or any part thereof.

2. The landlord does hereby lease unto the tenants, and the tenants hereby lease from the landlord, the real estate with all the buildings standing thereon, and the appurtenances to the same, more particularly described in Schedule B,attached hereto and made a part hereof, to be used for the manufacture of concrete blocks and allied products.

TO HAVE AND TO HOLD the real property herein leased unto the said

3-8-1965

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STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

AGREEMENT

THIS AGREEMENT entered into this 29th day of November 1957 between Colleton Tile and Concrete Company, Inc., hereinafter at times styled landlord, and Carroll Brown, III, and Lloyd S. Mitchell, Jr., hereinafter at times styled tenants, WITNESSETH:

1. Colleton Tile and Concrete Company, Inc., for and in consideration of Ten Thousand and No/100 ($10,000.00) Dollars to it in hand paid, at and before the sealing and delivery of these presents, by Carroll Brown, III, and Lloyd S. Mitchell, Jr., has bargained and sold, and by these presents does bargain and sell to the said Carroll Brown, III, and Lloyd S. Mitchell, Jr., the personal property consisting of machinery, equipment, and so forth, of Colleton Tile and Concrete Company, Inc., more particularly described and listed in Schedule A attached hereto and made a part hereof.

To have and to hold the said chattel property unto the said Carroll Brown, III, and Lloyd S. Mitchell, Jr., their heirs and assigns forever.

And Colleton Tile and Concrete Company, Inc., does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the said bargained personal property unto the said Carroll Brown, III, and Lloyd S. Mitchell, Jr., their heirs and assigns, against it and its successors and assigns, or any other person lawfully claiming, or to claim the same, or any part thereof.

2. The landlord does hereby lease unto the tenants, and the tenants hereby lease from the landlord, the real estate with all the buildings standing thereon, and the appurtenances to the same, more particularly described in Schedule B attached hereto and made a part hereof, to be used for the manufacture of concrete blocks and allied products.

TO HAVE AND TO HOLD the real property herein leased unto the said

3 - 8 - 19 c. 5

tenants, their heirs and assigns, for a term of five (5) years commencing 1 December 1957, and to end on 30 November 1962, at a rental of One Hundred and No/100 ($100.00) Dollars per month, payable monthly in advance.

3. Tenants do hereby, for themselves, their heirs, executors, administrators, and assigns, covenant with Colleton Tile and Concrete Company, Inc., its successors and assigns, as follows:

(a) That tenants will during the term of this lease pay to landlord the rent hereby reserved at the time herein provided.

(b) That tenants will keep and maintain the leased premises in such repair, order and condition, as the same are at the commencement of this term, reasonable wear and tear alone excepted.

(c) That tenants will not make or suffer any strip or waste of the leased premises.

(d) That landlord, its successors and assigns, at all reasonable times may enter upon the leased premises to view the same, it being expressly understood and agreed, however, that the landlord will not be bound to make any repairs or improvements to the interior or exterior of the buildings on the premises, and that all such repairs of whatsoever nature are to be made at the expense of the tenants.

(e) That tenants may make alterations, changes, additions and improvements to any building now or hereafter erected on the leased premises, provided, that the same shall not lessen the value of said building as it is at the commencement of such work.

(f) That the tenants will not assign this lease, or underlet, or sublet, any part of the leased estate without first obtaining the consent thereto in writing of the landlord, but such consent shall not be unreasonably withheld.

(g) If default be made in the payment of rent at the time above specified, or default shall be made in the performance of any of the provisions of agreements herein set forth, or if the tenants shall be adjudicated a bankrupt, or make an assignment for the benefits of creditors, or if a receiver be appointed for the tenants, or if the tenants vacate the said premises; then the entire amount of rent that would accrue for the unexpired term shall at once become due and payable to the landlord, and it shall be lawful for the landlord to terminate this lease and re-enter and forthwith repossess, all and singular, the said premises and the property leased hereunder without hindrance or prejudice to its right to distrain for all rent that may be due; but the collection by the landlord of rent for the unexpired term shall entitle the tenants to all the tenants' rights under this agreement during the period for which this rent may have been collected.

tenants, their heirs and assigns, for a term of five (5) years commencing 1 December 1957, and to end on 30 November 1962, at a rental of One Hundred and No/100 ($100.00) Dollars per month, payable monthly in advance.

3. Tenants do hereby, for themselves, their heirs, executors, administrators, and assigns, covenant with Dillsdon Title and Guaranty Company, Inc., its successors and assigns, as follows:

(a) That tenants will during the term of this lease pay to landlord the rent hereby reserved at the time herein provided.

(b) That tenants will keep and maintain the leased premises in such repair, order and condition, as the same are at the commencement of this term, reasonable wear and tear alone excepted.

(c) That tenants will not make or suffer any waste of the leased premises.

(d) That landlord, its successors and assigns, at all reasonable times may enter upon the leased premises to view the same, if being expressly authorized and agreed, however, that the landlord will not be bound to make any repairs or improvements to the interior or exterior of the buildings on the premises, and that all such repairs of whatsoever nature are to be made at the expense of the tenants.

(e) That tenants may make alterations, changes, additions and improvements to any building now or hereafter erected on the leased premises, provided, that the same shall not lessen the value of said building as it is at the commencement of such work.

(f) That the tenants will not assign this lease, or sublet, in whole, any part of the leased estate without first obtaining the consent thereto in writing of the landlord, but such consent shall not be unreasonably withheld.

(g) If default be made in the payment of rent at the time above specified, or default shall be made in the performance of any of the provisions of covenants herein set forth, or if the tenants shall be adjudicated a bankrupt, or make an assignment for the benefit of creditors, or if a receiver be appointed for the tenants, or if the tenants vacate the said premises then the entire amount of rent which would accrue for the unexpired term shall at once become due and payable to the landlord, and it shall be lawful for the landlord to terminate this lease and re-enter and forcibly repossess, all and singular, the said premises and the improvements thereon, without hindrance or prejudice to its rights to distrain for all rent that may be due, but the collection by the landlord or its agents of the unexpired term shall entitle the tenants to all the tenants' rights under this agreement during the period for which this rent may have been collected.

(h) In the event that any building, or buildings, on the leased premises shall be damaged by fire or windstorm, the landlord shall proceed with all reasonable dispatch to rebuild the same and to replace such of the property as is leased hereunder as may be so damaged.

(i) On the expiration of the term hereof tenants shall peaceably and quietly leave, surrender, and deliver up to the landlord the leased premises in as good condition as at the commencement of the term, ordinary wear and tear excepted.

(j) Landlord covenants that if and so long as tenants pay the rent and other charges reserved by this lease, and perform all the terms, covenants and conditions of this lease on the part of the tenants to be performed, tenants shall quietly enjoy the leased premises.

(k) Tenants covenant to indemnify and save harmless landlord from any liability or responsibility as a result of the operation of the boiler on leased premises and tenants covenant to carry boiler insurance indemnifying them and the owner of the leased premises against such liability in a minimum amount of Five Thousand ($5,000.00) Dollars per person and Ten Thousand ($10,000.00) Dollars per accident.

(l) Simultaneously with the execution of this agreement Carroll Brown, III, and Lloyd S. Mitchell, Jr., are executing a chattel mortgage to Colleton Tile and Concrete Company, Inc., and while said debt remains unpaid Carroll Brown, III, and Lloyd S. Mitchell, Jr., agree that they shall maintain on the leased premises an inventory of concrete blocks and allied products in an amount not less than Six Thousand Five Hundred ($6,500.00)Dollars, or the amount due on said debt if it is less than Six Thousand Five Hundred --($6,500.00)Dollars.

(m) Tenants are hereby granted the right to use the name of Colleton Tile and Concrete Company in the operation of a concrete block plant by them.

(n) Colleton Tile and Concrete Company, Inc., its successors and assigns, and its President, B. George Price, III, by his consenting hereto, covenant that it and he will not during five (5) years from the date hereof directly, or indirectly, engage in the business of manufacturing concrete blocks and allied products, in Colleton County, South Carolina, provided the terms of this agreement are performed on the part of Carroll Brown, III, and Lloyd S. Mitchell, Jr.

(o) Carroll Brown, III, and Lloyd S. Mitchell, Jr., at any time during the term of this lease, but upon notice of intention at least six (6) months prior to the expiration thereof, may elect to purchase the leased premises at a price of Fifteen Thousand ($15,000.00) Dollars. Said property shall be conveyed free and clear of all liens and encumbrances. The amount that Colleton Tile and Concrete Company, Inc., shall receive as rentals in excess of sums composed of interest, at the rate of five (5%) per cent per annum on Fifteen Thousand ($15,000.00) Dollars to date of purchase, taxes on the leased property after the date hereof, and cost of fire and extended coverage on the buildings on the leased premises, shall be applied against the purchase price

(h) In the event that any building, or buildings, on the leased premises shall be damaged by fire or windstorm, the landlord shall proceed with all reasonable dispatch to rebuild the same and to replace such of the property as is leased herunder as may be so damaged.

(i) Upon the expiration of this lease lessee hereby shall peaceably and quietly leave, surrender, and deliver up to the landlord the leased premises in as good condition as the commencement of the term, ordinary wear and tear excepted.

(j) Landlord covenants that if and so long as tenants pay the rent and other charges reserved by this lease and perform all the terms, covenants and conditions of this lease on the part of the tenants to be performed, tenants shall quietly enjoy the leased premises.

(k) Tenants covenant to indemnify and save harmless landlord from any liability or responsibility as a result of the operation of the boiler on leased premises and tenants covenant to carry boiler insurance identifying this and the owner of the leased premises against such liability in a minimum amount of Five Thousand ($5,000.00) Dollars per person and Ten Thousand ($10,000.00) Dollars per accident.

(l) Simultaneously with the execution of this agreement Carroll Brown, III, and Lloyd S. Mitchell, Jr., are executing to Collision Welding to Collision Tile and Concrete Company, Inc., and with said date, tenants joined Carroll Brown, III, and Lloyd S. Mitchell, Jr., agree that they shall maintain on the leased premises an inventory of concrete blocks and allied products in an amount not less than Six Thousand Five Hundred ($6,500.00) Dollars, or the amount due on said date if it is less than Six Thousand Five Hundred --($6,500.00)Dollars.

(m) Tenants are hereby granted the right to use the name of Collision Tile and Concrete Company in the operation of a concrete block plant by them.

(n) Collision Tile and Concrete Company, Inc., its successors and assigns, and its President, R. George Tyler, III, by his consenting hereto, covenant that it and he will not during five (5) years from the date hereof directly or indirectly engage in the business of manufacturing concrete blocks and allied products, in Colleton County, South Carolina, provided the terms of this agreement are performed on the part of Carroll Brown, III, and Lloyd S. Mitchell, Jr.

(o) Carroll Brown, III, and Lloyd S. Mitchell, Jr., or any time during the term of this lease, but upon notice of intention at least six (6) months prior to the expiration thereof, may elect to purchase the leased premises at a price of Fifteen Thousand ($15,000.00) Dollars. Said property shall be conveyed free and clear of all liens and encumbrances. The tenants that Collision Tile and Concrete Company, Inc., shall provide an amount in excess of mortgagees of indebtedness at the rate of five (5%) per cent per annum on Fifteen Thousand ($15,000.00) Dollars. In the event of purchase of the leased property after the date hereof, Mr. Brown and the extended covenants on the buildings on the leased premises, shall be applied against the purchase price

so that the amount of the purchase price to be paid shall be accordingly reduced.

4. This agreement shall bind the parties hereto and their heirs, executors, administrators, successors, and assigns, respectively.

IN WITNESS WHEREOF, the parties hereto and hereunder set their hands and seals the day and year first above written.

IN THE PRESENCE OF:

Isadore Bogoslow

Margaret B. Hilliard

Colleton Tile and Concrete Company, Inc.

By B. George Price III (L. S.)
B. George Price, III, President

Carroll Brown III (L. S.)
Carroll Brown, III

Lloyd S. Mitchell, Jr. (L. S.)
Lloyd S. Mitchell, Jr.

CONSENTED TO AND APPROVED BY:

B. George Price III
B. George Price, III

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me Margaret B. Hilliard and made oath that she saw the within named Colleton Tile and Concrete Company, Inc., by its President, B. George Price, III, Carroll Brown, III, and Lloyd S. Mitchell, Jr., sign, seal, and as their acts and deeds deliver the within written Agreement; and that she with Isadore Bogoslow witnessed the execution thereof.

SWORN to before me this
29th day of November 1957

Margaret B. Hilliard

Isadore Bogoslow (L.S.)
Notary Public for South Carolina

so that the amount of the purchase price to be paid shall be accordingly reduced.

5. This agreement shall bind the parties hereto and their heirs, executors, administrators, successors, and assigns, respectively.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

IN THE PRESENCE OF:

Holladay Title and Guaranty Company, Inc.

By: G. George Flynn, III, President (L. S.)

Carroll Brown, III (L. S.)

Lloyd S. Mitchell, Jr. (L. S.)

CONSENTED TO AND APPROVED BY:

G. George Flynn, III.

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me Margaret G. Hilliard and made oath that (s)he saw the within named Holladay Title and Guaranty Company, Inc., by its President, G. George Flynn, III, Carroll Brown, III, and Lloyd S. Mitchell, Jr., sign, seal, and as their acts and deeds deliver the within written Agreement and that (s)he with Isadore Proctor witnessed the execution thereof.

SWORN to before me this
29th day of November 1971.

(L.S.)
Notary Public for South Carolina

SCHEDULE A

MACHINERY, EQUIPMENT, AND SO FORTH, OF COLLETON TILE AND CONCRETE COMPANY, INC., SOLD TO CARROLL BROME, III, AND LLOYD S. MITCHELL, JR.

George Automatic Block Machine, Series 400,
Conveyor for Block Machine,
1 Bag Mixer for Block Machine,
Approximately 2,000 8" Pallets,
" 2,000 4" Pallets,
Drain Tile Machine,
Haiss Unloading Conveyor, #K-6860,
3-1/2 S Concrete Wonder Tilting Mixer,
Jackson Form Vibrator, Serial No. 32715,
Jackson Flexible Shaft Vibrator, Serial No. 32606,
Brick Machine,
4-10' Section Roller Conveyors,
5 Sets Fence Post Form 9',
Curved Bench Form,
Straight Bench Form,
Park Bench Form,
8' Lintel Form,
7 Foundation Block Forms,
Bird Bath Form,
Large Flower Box Form,
Small Flower Box Form,
Quinn Heavy-duty T & G Pipe Forms, complete with headers, hoppers, and pallets,

1 - 12" x 36" x 2" Wall
1 - 15" x 36" x 2½" "
2 - 15" x 48" x 2½" "
1 - 18" x 36" x 2½" "
2 - 18" x 48" x 2½" "
1 - 24" x 36" x 3" "
1 - 36" x 48" x 4" "

Victor 10-Key Adding Machine #1254-311,
McCaskey T-20 Office Safe,
2 Desks, wood,
1 Filing Cabinet, wood,
1 Paymaster Check Writer #3041370,
1 Lot Delivery Tickets,
1 Underwood Typewriter, M5093299-11,
1952 Ford Truck Serial No. R2 MR 16438, with Hydraulic Lift Stake Body,
Miscellaneous Hand Tools and forms

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SCHEDULE A

INVENTORY, EQUIPMENT, AND SUPPLIES, OF CHARLOTTE TILE
AND CHESTER BRICK, INC., ARE TO CONTROL ROOM, III,
AND LAURE P. HUGHES, JR.

Dodge Adventure Floor Machine, Serial No.
Dodge Floor Finish Machine,
1 Dry Mixer for Floor Machine,
Approximately 2 400 SF Polishes,
2,000 lb Tailing,
Swan Tile Machine,
Swan Telescoping Conveyors, [illegible],
Swan 8 Conveyor Loader Tilting Table,
Jackson Pace Vibrator, Serial No. 20715,
Jackson Flexible Shaft Vibrator, Serial No. 32036,
Brick Machine,
Brick Section Pallet Conveyors,
5 Side Forms Post Form #1,
Curved Block Form,
Straight Block Form,
Brick Block Form,
#1 Molded Form,
7 Foundation Block Forms,
Brick Block Form,
Large Flower Box Form,
Small Flower Box Form,
Plain Step-Step T & G Pipe Forms, complete with hooks,
Brackets, and pallets,

1 - 12" x 36" x 2" Wall
1 - 15" x 36" x 2" "
2 - 15" x 36" x 2" "
1 - 18" x 36" x 2" "
2 - 18" x 36" x 2" "
1 - 24" x 36" x 2" "
1 - 36" x 48" x 2" "

Vibrator Hoses, Mixing Machine (Mixer),
Hydraulic 1-20 Gallon Tank,
2 Lumber wood,
1 Filing Cabinet, wood,
1 Typewriter Clerk Writer (Mixer),
1 Lot Delivery Tickets,
1 Underwood Typewriter, [illegible],
1932 Ford Truck Serial No. [illegible] with Dump
Lift Hydraulic Body,
Miscellaneous Hand Tools

A. 7.195

SCHEDULE B

REAL ESTATE LEASED HEREIN WITH OPTION TO PURCHASE

PARCEL NO. 1 - All that piece, parcel or lot of land, in Colleton County, S. C. together with the buildings and improvements thereon, situate, lying and being near the Town of Walterboro, in the B. R. Hiers Subdivision, known as Lots Nos. 4 and 5, measuring and containing one (1) acre and one (1) acre, respectively, more or less, and bounded and described as follows: North and Northeast by old road from Walterboro to Bells, now designated as First Street, and Lot No. 3; South and Southeast by Lot No. 6; West and Southwest by A.C.L. Railroad. A more full and accurate description of the same may be had by reference to a plat thereof made by J. N. Frank and Harry H. Fripp, Surveyors, dated September 1944.

Colleton Tile and Concrete Company, Inc., reserves unto itself, its successors and assigns, the right of ingress and egress along road running along southern and/or southeastern boundary line to other property of Colleton Tile and Concrete Company, Inc., its successors and assigns.

PARCEL NO. 2 - All that certain piece, parcel, or lot of land in the County of Colleton, State of South Carolina, Northwest of Walterboro on State Highway No. 64, being bounded and having dimensions as follows: Northeast by State Highway No. 64 and fronting thereon three hundred thirty-one (331) feet; on the Southeast by property now of Ida H. Strickland and having a depth of two hundred fifty-eight (258) feet; on the Southwest by old county road extending thereon three hundred seventeen (317) feet; and on the Northwest by property formerly of Hayward Zeigler, now Beach Padgett, and having a depth thereon of two hundred one (201) feet.

Parcels Nos. 1 and 2, above described, being a portion of the property conveyed to Colleton Tile and Concrete Company, Inc., by J. Peary Wilson and B. George Price, III, by deed dated 1 January 1949, recorded in Deed Book 102 at page 23.

PARCEL NO. 3 - All that piece, parcel, or lot of land, situate, lying and being in the County of Colleton, State of South Carolina, measuring one hundred (100) feet on all sides, and bounded as follows: On the North, South and West by lands of Colleton Tile and Concrete Company, Inc.; and on the East by lands of Henry Price.

This being a portion of the land conveyed to Colleton Tile and Concrete Company, Inc., by English H. Strickland and Lydia B. Strickland, by deed dated 26 December 1951, recorded in Deed Book 108 at page 300.

DEEDS

EXHIBIT B

REAL ESTATE PURCHASE AGREEMENT WITH OPTION TO PURCHASE

PARCEL NO. 1 - All that certain parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being near the Town of Walterboro, in the R. E. Hiers Subdivision, known as Lots Nos. 4 and 5, fronting and containing one (1) acre and one (1) acre, respectively, more or less, and bounded and described as follows: North and Northwest by old road from Walterboro to Bells, now designated as Fifth Street, and Lot No. 3; South and Southwest by Lot No. 6; West and Northwest by A.C.L. Railroad. A more full and accurate description of the same may be had by reference to a plat thereof made by L. E. Frost and Harry E. Fripp, Surveyors, dated September 1964.

Collleton Title and Guaranty Company, Inc., conveys into itself, its successors and assigns, the right of ingress and egress along road running along northern and/or southeastern boundary line to other property of Collleton Title and Guaranty Company, Inc., its successors and assigns.

PARCEL NO. 2 - All that certain place, parcel, or lot of land in the County of Colleton, State of South Carolina, Territorial of Walterboro on State Highway No. 64, being bounded and having dimensions as follows: Bounded by State Highway No. 64 and fronting thereon three hundred thirty-one (331) feet; on the Southeast by property now of Ida H. Strickland and having a depth of two hundred fifty-eight (258) feet; on the Southwest by old county road extending thereon three hundred seventeen (317) feet; and on the Northwest by property formerly of Bernice Bellamy, now Sarah Fordham, and having a depth thereon of two hundred six (206) feet.

Parcels Nos. 1 and 2, above described, being a portion of the property conveyed to Collleton Title and Guaranty Company, Inc., by L. Harry Hiers and B. George Frost, III, by deed dated 1 January 1966, recorded in Deed Book 102 at page 23.

PARCEL NO. 3 - All that certain parcel, parcel or lot of land, situate, lying and being in the County of Colleton, Township of South Carolina, containing one hundred (100) acres, more or less, and bounded as follows: On the North, South and East by lands of Collleton Title and Guaranty Company, Inc., and on the West by lands of Harry Frost.

This being a portion of the land conveyed to Collleton Title and Guaranty Company, Inc., by Ida H. Strickland and Ida B. Strickland, by deed dated 20 December 1971, recorded in Deed Book 108 at page 300.

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

POWER OF ATTORNEY.

KNOW ALL MEN BY THESE PRESENTS: That I, Frank H. Knapp of the Town of Walterboro, County of Colleton, State of South Carolina and the United States Air Force, have made, constituted and appointed, and by these presents do make, constitute and appoint my wife, Mrs. Gladys E. Knapp, of the Town of Walterboro, County of Colleton and State of South Carolina, my true and lawful attorney to act in, manage and conduct all my estate and all my affairs, and for that purpose for me and in my name, place and stead, and for my use and befit, and as my act and deed, to do and execute, or to concur with persons jointly interested with myself therein in the doing and executing of, all or any of the following acts, deeds, and things, that is to say:

1. To buy, receive, lease, accept, or otherwise acquire, to sell, convey, mortgage, hypothecate, pledge, quit-claim or otherwise encumber of dispose of; or to contract or agree for the acquisition, disposal, or encumbrance of; any property whatsoever or any custody, possession, interest, or right therein, upon such terms as my said attorney shall think proper.

2. To make, do, and transact all and every kind of business of what nature or kind soever, including the receipt, recovery, collection, payment, compromise, settlement, and adjustment of all accounts, legacies, bequests, interests, dividends, annuities, demands, debts, taxes and obligations, which may now or hereafter be due, owing or payable by me or to me.

3. To make, endorse, accept, receive, sign, seal, execute, acknowledge and deliver deeds, assignments, agreements, certificates, hypothecations, checks, notes, bonds, vouchers, receipts and such other instruments in writing of whatever kind and nature as may be necessary, convenient, or proper in the premises.

4. To deposit and withdraw for the purposes hereof, in either my said attorney's name or my name or jointly in both of our names, in or from any banking institution, any funds, negotiable paper, or moneys which may come into my said attorney's hands as such attorney or which I now or hereafter may have on deposit or be entitled to.

5. To institute, prosecute, defend, compromise, arbitrate, and dispose of legal, equitable, or administrative hearings, actions, suits, attachments, arrests, distresses or other proceedings, or otherwise engage in litigation in connection with the premises.

DEEDS

6. To engage and dismiss agents, counsel, and employees, and to appoint and remove at pleasure, any substitute for, or agent of my said attorney, in respect to all or any of the matters of things herein mentioned and upon such terms as my attorney shall think fit.

7. To prepare, execute, and file income and other tax returns, and other governmental reports, applications, requests and demands.

GIVING AND GRANTING unto my said attorney full power and authority to do and perform all and every act, deed, matter and thing whatsoever in and about my estate, property, and affairs, as fully and efectually to all intents and purposes as I might or could do in my own and proper person if personally present; the above especially enumerated powers being in aid and exemplification of the full, complete and general power herein granted and not in limitation or definition thereof; and hereby ratifying all that my said attorney shall lawfully do or cause to be done by virture of these presents.

AND I hereby declare that any act or thing lawfully done hereunder by my said attorney shall be binding on myself, and my heirs, legal and personal representatives, and assigns, whether the same shall have been done before or after my death, or any other revocation of this instrument, unless and until reliable intelligence or notice thereof shall have been received by my said attorney.

IN WITNESS WHEREOF, I have hereunto set my Hand and Seal at Walterboro, in the County of Colleton, State of South Carolina, this First day of March 1965.

Frank H Knapp (L.S.)
Frank H. Knapp

Signed, Sealed and Delivered in the presence of:

Overlean Bagwell
Windsor D. Cowan

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

PERSONALLY appeared before me Overlean Bagwell, who upon being duly sworn, says that he saw the within named Frank H. Knapp sign, seal and as his act and deed deliver the within written instrument; and that he with Windsor D. Cowan witnessed the execution thereof.

Overlean Bagwell
Overlean Bagwell

SWORN to and subscribed before me this 1 day of March, 1965.

M. T. Grant

DEEDS

1970

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

AGREEMENT

WHEREAS, Colleton Tile and Concrete Company, Inc., landlord, and Carroll Brown, III, and Lloyd S. Mitchell, Jr., tenants, entered into an agreement on 29 November 1957, under which the landlord leased unto the tenants the premises described in Schedule B attached to said agreement; and

WHEREAS, B. George Price, 3rd, has subsequently acquired title to said real estate; and

WHEREAS, the parties hereto have agreed to an extension of the lease and option to purchase provisions of the agreement above referred to.

NOW, THEREFORE, it is agreed between B. George Price, 3rd, landlord, and Carroll Brown, III, and Lloyd S. Mitchell, Jr., tenants, as follows:

1. That there is hereby extended to 30 November 1967 the lease of the real estate leased under the November 29, 1957 agreement, above referred to, at the same rental of One Hundred ($100.00) Dollars per month, payable in advance.

2. The other pertinent provisions of the November 29, 1957, agreement, pertaining to the lease and option to purchase, shall apply to this extention.

3. In the event that tenants exercise the purchase option, appearing in Paragraph 3, Subsection (o), of the November 29, 1957, agreement, such notice of intention shall be given at least six (6) months prior to the expiration of the extended term, and credits on the purchase price shall be allowed for the entire period of the lease term.

This agreement shall bind the parties hereto and their heirs, executors, administrators, successors and assigns, respectively.

Dated this 4th day of June 1962.

IN THE PRESENCE OF:

Isadore Bogoslow

B. George Price, 3rd, Landlord (L.S.)

Carroll Brown, III, Tenant (L.S.)

Margaret B. Hilliard

Lloyd S. Mitchell, Jr., Tenant. (L.S.)

Recorded 3/8/65 4 P. M.

198A

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me Margaret B. Hilliard and made oath that she saw the within named B. George Price, 3rd, landlord, and Carroll Brown, and Lloyd S. Mitchell, Jr. tenants, sign, seal and as their acts and deed deliver the within written Agreement; and that she with Isadore Bogoslow witnessed the execution thereof.

SWORN to before me this 4th day of June 1962. Margaret B. Hilliard

Isadore Bogoslow, Notary Public for South Carolina (L.S.)

BOOK 133

199

STATE OF SOUTH CAROLINA,

COUNTY OF Colleton

OPTION

For the sum of $5.00 to us

in hand paid at and before the sealing and delivery of these presents, by J. B. Rhodes

the receipt whereof is hereby acknowledged,

We, Carroll Brown III and Lloyd S. Mitchell, Jr.

have bargained and agreed, and do hereby bargain and agree to sell to the said

J. B. Rhodes

or assigns, the following described property: All that certain piece, parcel or lot of land in the County of Colleton, State of South Carolina, Northwest of Walterboro on State Highway No. 64, being bounded and having dimensions as follows: Northeast by State Highway No. 64 and fronting thereon three hundred thirty-one (331) Feet; On the Southeast by property now of Ida H. Strickland and having a depth of two hundred fifty-eight (258) feet; On the Southwest by old connny road extending thereon three hundred seventeen (317) feet; and on the Northwest by property formerly of Heyward Zeigler, now Beach Padgett, and having a depth thereon of two hundred one (201) feet. This being a portion of the property conveyed to Colleton Tile and Concrete Company, Inc. by J. Peary Wilson and B. George Price III by deed dated 1 January 1949 recorded in Deed Book 102, page 23.

This being one of those parcels of land whereby G. George Price 3rd has agreed to convey to Carroll Brown III and Lloyd S. Mithhell Jr., said option to purchase being dated June 4, 1962.

FOR THE SUM OF Ten Thousand and no/100 ($10,000.00) Dollars

PROVIDED this option is exercised and accepted within Ninety (90) days from date 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 5th day of March A. D. 19 65

Signed, sealed and delivered in the presence of:

Marguerite H. Howard

Richard R. Linder

L. S. Mitchell, Jr. (L.S.)

L. S. Mitchell, Jr.

Carroll Brown III (L.S.)

Carroll Brown, III

Recorded 3/8/65 4 P. M.

DEEDS

199A

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me Marguerite S. Kinard and made oath that she saw the within named Carroll Brown III and Lloyd S. Mitchell, sign, seal and as their act and deed deliver the within written Option; and that she with Osborne H. Rhodes witnessed the execution thereof.

SWORN to before me, this 5th day of March A. D., 1965

Osborne H. Rhodes,
Notary Public for South Carolina

Marguerite S. Kinard

200

For Assignment see this book at page 433

STATE OF SOUTH CAROLINA)
: AGREEMENT AMENDING LEASE
COUNTY OF COLLETON)

WHEREAS Frances R. Guy, as Lessor, on 31 August 1963 leased to A. B. Mixon, as Lessee, by Lease recorded in Book 134 at page 184 in the office of the Clerk of Court for Colleton County, South Carolina, for a period of ten (10) years the following described tract of land and easement:

All that piece, parcel or tract of land, situate, lying and being in the County of Colleton and State of South Carolina, measuring and containing one hundred fifty-one (151) acres; and being bounded on the North by State Highway 64; On the East by right of way of Atlantic Coast Line Railroad Company; On the Southeast by lands now or formerly of Joseph Crosby, Fairey Jones, Wright Roberts, Willie Breland, Fletcher Glover, Lester Mills, Solomon Hiers and Postell Hiers; On the Southwest by lands of Postell Hiers; and on the West by the main run of Jones Swamp. Said tract is more particularly described in accordance with a plat thereof made by Harry M. Fripp, Land Surveyor, of date March 1949.

ALSO an Easement granted by Annie B. Martin to Frances R. Guy, her heirs and assigns, over, upon and across a roadway twenty (20') feet in width from State Highway 64 to the lands above described. Said roadway as described in the Easement granted to Frances R. Guy, passing between the two houses of the said Annie B. Martin, on the property of Annie B. Martin, and East of the lands hereinabove described, and crossing the Atlantic Coast Line Railroad just West of said two houses, the center line of said roadway being forty-eight (48') feet from the main body of the dwelling of the said Annie B. Martin, and thirty-six (36') feet from the main body of the said Atlantic Coast Line Railroad Section House.

For assignment see Book 166 Page 485

The lands above described and the Easement above described, having been conveyed to Frances R. Guy by Annie B. Martin by deed dated 28 May 1948, and recorded in the office of Clerk of Court for Colleton County, South Carolina in Book 100 at page 243.

AND WHEREAS on the 6 day of September 1963 A. B. Mixon by Lease recorded in Book 134 at page 183 in the office of the Clerk of Court for Colleton County, South Carolina, subleased and sublet to Edisto Lumber Company, Inc. on the terms therein provided the lands and easement above described leased to the said A. B. Mixon by Frances R. Guy;

Recorded 3-19-65
3 P.M.

DEEDS

AND WHEREAS A. B. Mixon died on or about the 13 day of February 1965 leaving his Last Will and Testament which has been duly probated in the office of the Probate Judge for Colleton County, South Carolina, of which Will his widow, Lucia D. Mixon, is Executrix and under which Will Lucia D. Mixon is residuary devisee;

AND WHEREAS the right, title and interest of A. B. Mixon in the Leases above described passed on by said residuary clause of the Will of A. B. Mixon to the said Lucia D. Mixon;

AND WHEREAS it is now desired by Lucia D. Mixon and Edisto Lumber Company, Inc. to amend said Lease between A. B. Mixon and Edisto Lumber Company, Inc.;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for valuable consideration each to the other in hand paid, receipt of which is hereby acknowledged, Edisto Lumber Company, Inc. and Lucia D. Mixon hereby agree to amend and do hereby amend the aforementioned Lease between A. B. Mixon and Edisto Lumber Company, Inc. as follows:

There is hereby eliminated from the lands covered by said Lease the following described tract which is a portion of the one hundred fifty-one (151) acre tract described in said Lease, to wit:

> All that piece, parcel or tract of land situate, lying and being in Colleton County, South Carolina, measuring and containing six and on-half (6-1/2) acres, more or less, and being bounded on all sides by the one hundred fifty-one (151) acre tract of which it was a part. Said six and one-half (6-1/2) acre tract is more particularly described according to a plat thereof made by S. S. Snook, Registered Land Surveyor, of date 15 March 1965, a copy of which is annexed hereto and by reference made a part hereof. On said tract is located a handle mill, dry kiln and a shed and also a portion of a building on said plat described as "abandoned saw mill."

Recorded 3-19-65
3 P.M.

DEEDS

It is also agreed that said Lucia D. Mixon, her heirs and assigns, shall have the right to use jointly with Edisto Lumber Company, Inc. the roadway easement described in the aforementioned Lease leading from State Highway 64 to the lands covered by the aforementioned Lease.

By reason of this Agreement, the said Lucia D. Mixon shall have full possession of the aforesaid six and one-half (6-1/2) acre tract under the original Lease from Frances R. Guy to A. B. Mixon together with access thereto. In all other respects the aforementioned Lease between A. B. Mixon and Edisto Lumber Company, Inc. shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF the parties hereto have set their hands and seals in duplicate this 18 day of March 1965.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

W. J. [illegible] Jr.

Pearl Elwood
As to Lucia D. Mixon

W. J. [illegible]

Bryanne Seley
As to Edisto Lumber Company, Inc.

Lucia D. Mixon
Lucia D. Mixon, Individually and as Executrix of the Will of A. B. Mixon.

EDISTO LUMBER COMPANY, INC.

By W. V. Mixon
Its President

3-19-65
3 P.M.

DEEDS

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me Pearl Wood and made oath that she saw the within-named Lucia D. Mixon, individually and as Executrix of the Will of A. B. Mixon, sign, seal, and as her act and deed, deliver the within-written Agreement Amending Lease for the uses and purposes therein mentioned, and that she with W.J. McLeod, Jr., witnessed the execution thereof.

SWORN to before me this
18 day of March 1965.

Pearl Wood

W.J. McLeod Jr. (SEAL)
Notary Public for South Carolina.
My Commission Expires at the
Pleasure of the Governor.

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me Maryanne Seby and made oath that she saw the within-named Edisto Lumber Company, Inc., by W. V. Mixon, its President, sign, seal, and as its act and deed, deliver the within-written Agreement Amending Lease for the uses and purposes therein mentioned, and that she with W.J. McLeod, Jr. witnessed the execution thereof.

SWORN to before me this
18th day of March 1965.

Maryanne Seby

W.J. McLeod Jr. (SEAL)
Notary Public for South Carolina.
My Commission Expires at the
Pleasure of the Governor.

3-19-65
3 P.M.

DEEDS

203A

South Carolina
State Highway Department
Form No. 2090 Rev. 11/30/61

Nº 11385

THE STATE OF SOUTH CAROLINA
County of Colleton

LEASE
Borrow and Material Pit

File ~~District~~ No. 15,351 & 15,352 ~~XXXXXX~~ Road No. 63, 346, 397, 402, 412, & 578

THIS AGREEMENT made and entered into this 10th day of March 19 65, by and between J. D. Liston 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 1.25 acres, more or less, situated on land owned by the lessor, described as follows:

Sand Clay located in wooded lands 17,776' Rt. Sta. 128/22, Rd. 63.
Pit bounded on all sides by lands of Lessor.
Material to be used for Earth type base course on Rd. 63.

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 such material, from said pit or pits, and the right of access thereto until March 10, 1967

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, [~~XXXXXXXXXXXXXXXXXXXX XXXXXXXXXX~~] 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 [~~XXXXX XXXXXXXXXXXXXXXXXXXXXXXXXX~~] 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 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 into old pit

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. 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;

Recorded 3/25/65 2 P. M.

DEEDS

204A

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

C. N. Padgett

J. D. Liston
Lessor.

Witnesses as to State Highway Department:

Saundra R. Conway

Patricia I. Abrams

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 J. D. Liston sign, seal and as his act and deed, execute the within written instrument; and that he with C. N. Padgett witnessed the execution thereof.

Sworn to before me this 12th day of March, 19 65

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 S he saw the within named A. A. Muckenfuss sign, seal and as his act and deed, executethe within written instrument; and that S he with Patricia I. Abrams witnessed the execution thereof.

Sworn to before me this 15th day of March, 19 65

Saundra R. Conway

S. Seay
Notary Public for S. C.

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 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 _____, 196___.

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.

Note: If execution of mortgage release not desired, make payment jointly 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.

BOOK 133

205

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That I, Evelyn B. Williams, of Ruffin, Colleton County, South Carolina, do hereby appoint, H. Klein Williams, of Ruffin, Colleton County, South Carolina, my attorney, for me and in my name to handle all matters concerning me as he sees fit. Said attorney shall have the full right and shall at his discretion, hold, manage, exchange, convert, sell, invest or reinvest any funds or properties, both real and personal, beloning to me, when and for such consideration as in the judgment of my aid attorney will be for the best interest of me.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23rd day of March, 1965.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Evelyn B. Williams

Mrs M. J. Hartley

J. C. Gordon

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

Personally appeared before me Mrs M. J. Hartley and made oath that she saw the within named Evelyn B. Williams, sign, seal and as her act and deed, deliver the within written Power of Attorney, and that she with J. C. Gordon, witnessed the execution thereof.

Sworn to before me this 23rd day of March, 1965.

Mrs M. J. Hartley

Willie Mae H. Crosby (L.S.)
NOTARY PUBLIC OF SOUTH CAROLINA

3-29-65
10 a

DEEDS

STATE OF SOUTH CAROLINA,)
COUNTY OF COLLETON.)

EXTENTION OF AGREEMENT

WHEREAS on the 24th day of February, 1965, Flack-Jones Lumber Co., Inc., and E. Berien Sanders, Jr., Individually and as Executor of the Last Will and Testament of E. B. Sanders, Sr., entered into a certain Contract concerning certain tracts of land situate in the County of Colleton, State of South Carolina, being in there aggregate approximately One Thousand, Forty Five (1,045) acres and commonly known as a part of Beech Hill, West Beech Hill, the Lemacks Tract, and the Hickman Tract and the parties are desirious of extending said Agreement.

NOW KNOW ALL MEN BY THESE PRESENTS, that We, Flack-Jones Lumber Co., Inc., and E. Berien Sanders, Jr., Individually and as Executor of the Last Will and Testament of the late E. B. Sanders, Sr., for and in consideration of the sum of Five ($5.00) Dollars and the mutual covenants and agreements contained in said Contract and Agreement do hereby covenant and agree that the Contract of Sale and Agreement made, executed, and delivered by and between the parties hereto on the 24th day of February, 1965, is hereby and herein extended in all of its particulars for a period of sixty (60) days from the 1st day of April, 1965, that is to say that said Agreement will be performed in all of its covenants, agreements and specifications on or before the 31st day of May, 1965, and shall be binding upon the parties hereto which said Contract is of record in the Office of the Clerk of Court for Colleton County in Deed Book 133, at Page 181-183.

TO HAVE AND TO HOLD ALL AND SINGULAR the said rights, covenants, and agreements as aforesaid unto the respective parties their heirs, executors, administrators, successors, and assigns.

Recorded April 3, 1965 9 A. M.

DEEDS

IN WITNESS WHEREOF, We have hereunto set our Hands and Seals this 1st day of April, 1965.

WITNESSES:

Isadore Bogoslow

Margaret B. Hilliard

Witnesses as To E. Berien Sanders, Jr.

R. F. Sutton

N. H. Hamilton

Witnesses as to Flack-Jones Lumber Co., Inc.

E. B. Sanders

Individually and as Executor of the Last Will and Testament of E. B. Sanders, Sr.

FLACK-JONES LUMBER CO., INC.

By: C. S. Jones

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

PERSONALLY appeared before me, Margaret B. Hilliard and made oath that she saw the within-named E. Berien Sanders, Jr., Individually and as Executor of the Last Will and Testament of E. B. Sanders, Sr., sign, seal and as his act and deed, deliver the within-written Deed, and that she with Isadore Bogoslow witnessed the execution thereof.

Margaret B. Hilliard

SWORN to before me this
1st day of April, 1965.

Isadore Bogoslow
Notary Public for South Carolina.

Recorded April 3, 1965 9 A. M.

DEEDS

STATE OF SOUTH CAROLINA,
COUNTY OF DORCHESTER.

PERSONALLY appeared before me R. F. Sutton who, being duly sworn says that he saw the corporation seal of the Flack-Jones Lumber Co., Inc., affixed to the foregoing instrument and he also saw C. S. Jones, President of said corporation sign and seal the same; and that he with N. H. Hamilton witnessed the execution and delivery thereof, as the act and deed of the said corporation.

R. F. Sutton

SWORN to before me this
1st day of April, 1965.

N. H. Hamilton
Notary Public for South Carolina.

Recorded April 3, 1965 9 A. M.

DEEDS

For Amendment See Deed Book 209 Page 5

AMENDED RESTRICTIVE COVENANTS COVERING AND CONTROLLING "THE OAKS SUBDIVISION", PROPERTY OF A.J. CAMPBELL, JR., LOCATED NEAR THE TOWN OF WALTERBORO, IN THE COUNTY OF COLLETON, STATE OF SOUTH CAROLINA

The Restrictive Covenants herein outlined are recorded as a blanket encumbrances against every lot below numbered in "The Oaks Subdivision", near the Town of Walterboro, County of Colleton, State of South Carolina, as delineated on a map made by W.P. Murphy, C.E., of date 1961, recorded in the Office of the Clerk of Court for Colleton County in Plat Book 11, at page 50, except lots numbered 1, 2, 3, 24, and 26. It is more specifically stated that the Restrictions herein imposed shall apply to Lots Nos. 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 27, 29, 31, 33, 35 and 37. No area is reserved for park and playground.

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until February 10, 1977, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the persons or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues from such violations.

Invalidation of any of these covenants by judgment or Court order shall in no wise affect of any of the other provisions which shall remain in full force and effect.

2. All lots in the said "The Oaks Subdivision" numbered and set out as above shall be known as residential lots.

No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than a resident building costing no less than $10,000.00. There may be constructed in conjunction with said dwelling a private garage and/or other outbuildings necessary to the domestic use of the said building.

3. No building shall be erected on any residential building lot numbered above nearer than thirty (30) feet to the front lot line, or nearer than Ten (10') feet to any side lot line, except the said side line restriction shall not apply to a garage on the rear one quarter of the lot except that on the corner lots no structure shall be permitted nearer than ten (10') feet to the said street line, and except that two or more of the lots above numbered herein may be consolidated into one lot, and in such event the said line restrictions shall apply to the consolidated lot and not to the individual lots composing same.

4. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract of numbered lots herein set forth shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

6. A perpetual easement is reserved over the rear Five (5') feet of each lot for utility installation and maintenance.

5-6-1965-10a

DEEDS

7. No house shall be build on any lot unless the said lot be served with septic tank, approved by the South Carolina Board of Health or by city sewerage.

8. It is specifically provided that no lot herein described can be further subdivided for purposes of sale.

WITNESS my hand and seal this 1st day of March, 1965.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

A.J. Campbell, Jr.

Janeal Steltzer

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON) PROBATE

PERSONALLY appeared before me Janeal Steltzer and made oath that she saw the within named A.J.Campbell, Jr., sign, seal and as her act and deed deliver the within written Restrictive Covenants, and that she with Thomas M. Howell, Jr. witnessed the execution thereof.

SWORN to before me this
1st day of March, 1965.

Janeal Steltzer

(SEAL)
Notary Public for South Carolina

We, other land owners in said subdivision, consent to the foregoing amended Restrictions.

Robert B. Strock

H. Legare Smith, Jr.

Inez B. Campbell

I, Bessie K. Beach, original owner of The Oaks Subdivision, do hereby consent to the foregoing amended Restrictions.

Bessie K. Beach

DEEDS

2107

211

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON) LEASE

THIS AGREEMENT made by and between Lucia D. Mixon, as Executrix of the Estate of A. B. Mixon, hereinafter referred to as the Lessor, and Robert C. Thompson, d/b/a T & M Handle Company, hereinafter referred to as the Lessee,

For amendment to Lease, See page 438, this Book —

WITNESSETH:

The Lessor does hereby rent and lease unto the Lessee on the terms and subject to the conditions hereinafter mentioned, the following described property in Colleton County, South Carolina, to wit:

For assignment see this book page 446 and 448

All that piece, parcel or tract of land, situate, lying and being in Colleton County, South Carolina, measuring and containing Six and One-Half (6½) acres, more or less. Said Six and One-Half (6½) acre tract is more particularly described in accordance with a plat thereof made by S. S. Snook, Registered Land Surveyor, of date 15 March 1965, a copy of which plat is annexed hereto and by reference made a part hereof. The above described tract of land is that on which is now located the handle mill operated by T.& M Handle Company, a dry kiln, sheds and a portion of a building on said plat described as "abandoned saw mill", the dry kiln, sheds and abandoned saw mill being the property of the estate of A. B. Mixon.

It is also agreed that the said Lessee, his heirs and assigns, shall have the right to use in common with the Edisto Lumber Company, Inc. and Lucia D. Mixon, as Executrix of the Estate of A. B. Mixon, a roadway easement leading from State Highway 64 to the lands hereinabove described which said roadway easement is more particularly described in a certain Lease between Francis R. Guy and A. B. Mixon, dated 21 August 1963, recorded Deed Book 134 at page 183 in the Records of Colleton County.

This said Lease shall extend for a period of Five (5) years beginning April 1, 1965 until March 31, 1970.

Doc Stamps affixed

Recorded April 5, 1965 11 A. M.

DEEDS

The Lessee agrees to pay as rent for said property the sum of Fifty and No/100 ($50.00) Dollars per month payable on the first day of each and every calendar month during the life of this lease.

AND the said Lessor does further lease to the said Lessee for a period of One (1) year commencing April 1, 1965, at and for a rental of Fifty and No/100 ($50.00) Dollars per month, the dry kiln and sheds located on the above mentioned tract of land with the option to the Lessee to renew this portion of the lease applying to the dry kiln and sheds from year to year during the life of this Lease.

Should the Lessee not renew this Lease in so far as it applys to said dry kiln and sheds, then in that event said Lucia D. Mixon, as Executrix of the Estate of A. B. Mixon, will have the right to use the said dry kiln and sheds together with access thereto.

AND the said Lessee agrees to quit and deliver up to the Lessor or her attorney, peaceably and quietly at the end of the term, the premises hereinabove referred to, and in the meantime not to make or suffer any waste thereof.

IT IS FURTHER EXPRESSED that if there be default in the payment of the rent above stipulated for thirty (30) days after the same is due, the said Lucia D. Mixon, as Executrix of the Estate of A. B. Mixon, or her attorney or agent, shall have the right to re-enter and re-possess the said premises, and to expel and remove therefrom the said Robert C. Thompson, d/b/a T & M Handle Company, Lessee, or any other person occupying the same.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, in duplicate, this 3rd day of April 1965.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

W. J. McLeod, Jr.

Pearl Wood

Lucia D. Mixon (L.S.)
Lucia D. Mixon, as Executrix of the Estate of A. B. Mixon, Lessor.

Recorded April 5, 1965 11 A. M.

DEEDS

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SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

W. J. McLeod, Jr.

Pearl Wood

Robert C. Thompson, (L.S.)
d/b/a T & M
Handle Company, Lessee.

Recorded April 5, 1965 11 A. M.

DEEDS

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me Pearl Wood and made oath that she saw the within-named Lucia D. Dixon, as Executrix of the Estate of A. B. Dixon, sign, seal and, as her act and deed, deliver the within-written Lease for the uses and purposes therein mentioned and that she, with W. J. McLeod, Jr., witnessed the execution thereof.

SWORN to before me this 3rd day of April, 1965.

W. J. McLeod, Jr. (SEAL)
Notary Public for South Carolina
W. J. McLeod, Jr.
My Commission expires at the Pleasure of the Governor.

Pearl Wood
Pearl Wood

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me Pearl Wood and made oath that she saw the within-named Robert C. Thompson, d/b/a T & K Handle Company, sign, seal and, as his act and deed, deliver the within-written Lease for the uses and purposes therein mentioned and that she, with W. J. McLeod, Jr., witnessed the execution thereof.

SWORN to before me this 3rd day of April, 1965.

W. J. McLeod, Jr. (SEAL)
Notary Public for South Carolina
My Commission expires at the Pleasure of the Governor.

Pearl Wood
Pearl Wood

Recorded April 5, 1965 11 A. M.

DEEDS

STATE OF SOUTH CAROLINA 54-173

COUNTY OF JASPER

THIS INDENTURE, made and entered into this 1st day of March, 1965, by and between SAVANNAH RIVER LUMBER CORPORATION, a Delaware corporation, with an office and place of business at Port Wentworth, in Chatham County, Georgia, as party of the first part, and The Liberty National Bank & Trust Company of Savannah, a national banking association organized and existing under the Acts of Congress, with its principal banking house in Savannah, Chatham County, Georgia, and F. A. O. Bahre, of Chatham County, Georgia, as Executors of the last Will and Testament of Charles Leigh Stevens, late of Chatham County, Georgia, deceased, as parties of second part.

WITNESSETH:

WHEREAS, Charles Leigh Stevens died, a resident of Chatham County, Georgia, leaving a last Will and Testament dated February 1, 1950, and two Codicils thereto, dated respectively, November 30, 1953 and April 29, 1959, which Will and Codicils were probated in the Court of Ordinary of Chatham County, Georgia in common form on November 19, 1962, in solemn form on April 8, 1963, and Letters Testamentary were issued November 19, 1962 by said Court to parties of the second part, the nominated Executors; and

WHEREAS, Charles Leigh Stevens owned all of the outstanding and issued shares of the capital stock of party of the first part, and parties of the second part, as Executors of his Will and Codicils, as a matter of law, became and are now vested with the title to said stock; and

WHEREAS, as such stockholder-Executors, at a stockholders meeting duly and regularly held at 10:00 A. M., March 20, 1964, a Resolution was adopted to completely liquidate party

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See Page 224+225 in regard to stamping — deed

DEEDS

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of the first part under Internal Revenue Code, 1954, Section 337, as amended (26 U.S.C.A., Section 337), a certified copy of said Resolution of March 20, 1964, being hereto attached, marked "Exhibit A", and made part hereof; and

WHEREAS, party of the first part, pursuant to said Resolution of March 20, 1964 desires to fully complete said liquidation prior to March 20, 1965, and, in order to do so, must grant and convey to said stockholder-Executors, the parties of the second part, all of its assets, of every kind, nature, character, and description, and wheresoever located, and parties of the second part are assigning and transferring to party of the first part all of the outstanding and issued shares of the capital stock of party of the first part, so that parties of the first part will be completely divested of all assets and parties of the second part will no longer have any interest in party of the first part.

Now, therefore, in consideration of the assignment and transfer by parties of the second part to party of the first part of all its outstanding and issued shares of stock, party of the first part hereby grants and conveys to parties of the second part, their successors and assigns, the following property situate, lying and being in Colleton County, Hampton County, and Jasper County all in the State of South Carolina:

<u>In Colleton County</u>

(Tract 550) All those tracts or parcels of land situate, lying and being in Colleton County, South Carolina, containing one-half (1/2) acres, more or less, being the same tracts of land described in deed from B. G. Huggins to Westmoreland Lumber Corporation, dated April 2, 1909, recorded April 3, 1909, in Deed Book 33, page 87, in the deed records of said County, and particularly described in said deed as follows: "All those two small tracts of land in the County of Colleton, State of South Carolina, near Green Pond, described as follows: Tract number 1, containing four perches in triangular shape lying to the north right of way of the A. C. L. Railroad Company; Tract number 2 containing one rood and twenty-eight perches, more or less, lying to the south

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of the right of way of the A. C. L. Railroad Company and being of triangular shape, Both the above lots of land are cut from the northeast corner of a tract of three hundred (300) acres, more or less, and are fully delineated and set forth on a plat thereof made by A. J. Lemacks, Surveyor, of date March 22, 1909, which said plat is hereto attached and made a part and parcel of this conveyance."

In Hampton County

(Tract 605) All that piece, parcel or tract of land situate, lying and being on the Coosawhatchie Swamp in Hampton County, S. C., containing 68 acres, more or less, and bounded in November 1910 as follows: On the northeast by the lands of Robert M. Youmans, the old Dam being the line of division between this land and the land now owned by Robert M. Youmans, on the northwest by the lands of W. H. Tuten, on the southwest by the Coosawhatchie River, and on the southeast by lands formerly belonging to the Vale Royal Manufacturing Company and more accurately described in a plat made by William R. Mew in July 1910, and being the same tract of land described in a deed from Rona Youmans to Paschall & Gresham, dated November 8, 1910 and recorded November 9, 1910, in the R. M. C. office of Hampton County, S. C., in Book 14D, page 304."

(Tract 601) All that piece, parcel or tract of land situate, lying and being in Coosawhatchie Swamp, Hampton County, S. C., containing 155 acres, more or less, and bounded in 1902 as follows: Onthe west by lands of Rigdon Peeples and the run of the Coosawhatchie River dividing it from the lands of C. F. Koth, on the east and north by a lineof dams separating it from the land of Rigdon Peeples and the uplands of I. W. Taylor; on the north by a canal separating it from the lands of Rigdon Peeples; and on the southeast by a canal separating it from the lands of I. W. Taylor, and other lands of said I. W. Taylor extending beyond said canal; and on the southwest by the run of the Coosawhatchie River separating it from the lands of C. F. Koth and Walsh; and being the fifth tract of land described in a deed from the Vale Royal Manufacturing Company to Paschall & Gresham, dated December 23, 1907 and recorded in the R. M. C. office of Hampton County, S. C., May 7, 1908, in Book 17-D, page 196."

(Tract 607) All that tract or parcel of land situate, lying and being in Jasper County and in Hampton County, South Carolina, containing one hundred and seventeen (117) acres, more or less, being one of the several tracts of land described in and conveyed by deed from the Savannah Timber Company to Savannah River Lumber Company, dated March 31, 1924, recorded

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April 5, 1924 in Deed Book 6, page 267 in the deed records of Jasper County and on June 10, 1924 in Deed Book 29D, page 33 in the deed records of Hampton County, and particularly described in said deed as follows: "All that tract or parcel of land situate, lying and being in the Coosawhatchie Swamp in the Counties of Jasper and Hampton, S. C., containing 117 acres, more or less, and bounded in August 1910, as follows: On the east and northeast by the uplands now or formerly belonging to W. H. Ihley, on the north and northwest by the lands now or formerly belonging to Mrs. C. L. Koth and R. M. Youmans, on the southeast by the lands now or formerly belonging to R. M. Youmans and M. B. Ihley, and on the southwest by the lands now or formerly belonging to R. M. Youmans and W. H. Ihley, being the same tract of land conveyed by W. H. Tuten to Paschall and Gresham by deed dated August 19, 1910, and recorded August 22, 1910, in the R. M. C. office of Hampton County, S. C., in Book 19-D, page 503."

In Jasper County

(Tract 39) "All and singular the tract of land lying, situate, and being in Jasper County (formerly Hampton) County, S. C., containing two hundred and ten (210) acres, more or less, and bounded in July 1910 on the northeast by lands of Vale Royal Manufacturing Company, southeast by lands of C. F. Harvey, southwest by lands of J. T. Walsh, and northwest by lands of J. T. Walsh and Robert M. Youmans, as shown by survey of W. R. Mew and his map of the said survey dated July 1910, a copy of which map is attached to deed of August 18, 1910, from J. T. Walsh to Paschall & Gresham, recorded in the Clerk's office Hampton County, S. C., August 18, 1910, Book 19D, page 500, said plat being recorded in the Plat Book, at page 24."

(Tract 353) "All that piece, parcel or tract of land situate, and lying in Coosawhatchie Swamp, Jasper (formerly Hampton) County, S. C., containing 31 acres, more or less, being a portion of the tract of land conveyed to M. D. Ihley by W. H. Ihley and being originally a portion of W. L. Ihley's estate; said tract of 31 acres, more or less, being bounded in July 1902, on the north by lands of W. H. Ihley, on the northeast by the River run separating it from lands of R. M. Youmans on the southwest by lands of C. F. Harvey and M. D. Ihley, and on the southeast by lands of estate of W. W. McTear; all as described in deed of July 16, 1902, from M. D. Ihley to the Vale Royal Manufacturing Company, recorded July 30, 1902, in the Clerk's office,

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Hampton County, S. C. in Book 11D, folios 442 to 444."

(Tract 602) "All that piece, parcel or tract of land situate, lying and being in Coosawhatchie Swamp, in Jasper (formerly Hampton) County, S. C., containing 52 acres, more or less, and bounded in June 1902, as follows: On the north and northwest by lands of C. F. Koth, on the east and northeast by lands of H. L. Taylor from which it is divided by the run of the Coosawhatchie River and the lands of W. F. Cummings, on the east and southeast by the run of the Coosawhatchie River dividing it from the lands of H. L. Taylor, and east by the lands of H. S. Koth and west and southwest by the lands of R. M. Youmans; said tract being the third tract described in a deed from the Vale Royal Manufacturing Company to Paschall & Gresham, dated December 23, 1907, and recorded May 7, 1908 in the R. M. C. office of Hampton County, South Carolina, in Book 17-D, page 196."

(Tract 607) All that tract or parcel of land situate, lying and being in Jasper County and in Hampton County, South Carolina, containing one hundred and seventeen (117) acres, more or less, being one of the several tracts of land described in and conveyed by deed from the Savannah Timber Company to Savannah River Lumber Company, dated March 31, 1924, recorded April 5, 1924 in Deed Book 6, page 267 in the deed records of Jasper County and on June 10, 1924 in Deed Book 29D, page 33 in the deed records of Hampton County, and particularly described in said deed as follows: "All that tract or parcel of land situate, lying and being in the Coosawhatchie Swamp in the Counties of Jasper and Hampton, S. C., containing 117 acres, more or less, and bounded in August 1910, as follows: On the east and northeast by the uplands now or formerly belonging to W. H. Ihley, on the north and northwest by the lands now or formerly belonging to Mrs. C. L. Koth and R. M. Youmans, on the southeast by the lands now or formerly belonging to R. M. Youmans and M. B. Ihley, and on the southwest by the lands now or formerly belonging to R. M. Youmans and W. H. Ihley, being the same tract of land conveyed by W. H. Tuten to Paschall and Gresham by deed dated August 19, 1910, and recorded August 22, 1910, in the R. M. C. office of Hampton County, S. C., in Book 19D, page 503."

Party of the first part also grants and conveys to parties of the second part, their successors and assigns, any and all other property and property rights in said County and elsewhere, of whatsoever nature, character, or description, to which it is now or may hereafter be entitled, whether real, personal or mixed, including but not limiting the generality hereof, rights of

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way, easements, timber, timber rights and privileges, lumber, ties, trees, tramroads, contracts, leases, agreements, notes, accounts, claims, demands, rights, interests, remainders, and reversions, so that parties of the second part shall become vested with every type of interest, claim and demand which party of the first part has or may have in and to all classes and kinds of property and property interests.

TO HAVE AND TO HOLD the above described properties, together with all and singular the rights, members and appurtenances to the only proper use, benefit and behoof of the said parties of the second part, their successors and assigns, in fee simple.

AND FURTHER, the said party of the first part, its successors and assigns, the above described properties unto the said parties of the second part, their successors and assigns, against said party of the first part, its successors and assigns, and all and every other person or persons whomsoever, shall and will warrant and forever defend by virtue of these presents.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed by its President, hereunto duly authorized, attested by its Secretary, with the corporate seal affixed, on the day and year first above written.

Signed, sealed and delivered in the presence of:

Caroline B. Mock

Nancy J. Wilkins

SAVANNAH RIVER LUMBER CORPORATION

By T. G. O. Babb
President

Attest: Paul Morris
Secretary

(CORPORATE SEAL)

THE STATE OF GEORGIA

COUNTY OF CHATHAM

Personally appeared before me Caroline B. Mock who, on oath, says that she saw the within-named SAVANNAH RIVER

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LUMBER CORPORATION by F. A. O. Bahre, its President, and Basil Morris, its Secretary, sign the within Deed, and the said Corporation, by said officers, seal said Deed, and, as its act and deed, deliver the same, and that she with Nancy F. Mitchell witnessed the execution thereof.

Geraldine B. Mack

Sworn to before me this
10th day of March, 1965.

Nancy F. Mitchell
Notary Public, Chatham
County, Georgia

My Commission Expires: 1-27-69

(NOTARIAL SEAL)

Recorded this 10th
day of April A.D. 19 65
In Book ____ Page ____
At 9 o'clock A. M.
A. B. Crosby
Clerk of Court, Colleton County, S. C.

RECORDED IN BOOK D-55 PAGE 82-84
THIS 6 DAY OF April 1965
AT 8:30 a M. O'CLOCK.
B. T. DeLoach
B. T. DeLOACH, CLERK OF COURT FOR
HAMPTON COUNTY, SOUTH CAROLINA

RECORDED IN BOOK 4 PAGE 130
THIS 6 DAY OF April 1965
AT ____ M. O'CLOCK.
Henry F. Altman
B. T. DeLOACH, CLERK OF COURT FOR
HAMPTON COUNTY, SOUTH CAROLINA

The within instrument has been filed
this 27th day of March
1965 at ____ o'clock ____ M., and
recorded in Book 3 Page P-9
Evelyn Spivey
C.C.P.G.S. Jasper County, S.C.
Auditor

The within instrument has been filed
this 27th day of March
1965 at 9:00 o'clock A M., and
recorded in Book 54 Page 173
[illegible]
C.C.P.G.S., Jasper County, S.C.

4-10-65
9 a.m.

DEEDS

54-173

SAVANNAH RIVER LUMBER CORPORATION

MINUTES OF SPECIAL MEETING OF STOCKHOLDERS
March 20, 1964

A Special Meeting of the Stockholders of SAVANNAH RIVER LUMBER CORPORATION was duly and regularly held, pursuant to written notice given in accordance with the By-Laws of the Corporation, at 10:00 A.M., March 20, 1964, at which meeting all outstanding and issued stock of the Corporation was represented, and all Stockholders acknowledged, at the meeting, due receipt of said notice.

Mr. F. A. O. Bahre, the President, presided, and Basil Morris, the Secretary, recorded the Minutes.

Mr. F. A. O. Bahre and the Liberty National Bank & Trust Company, of Savannah, Georgia, the latter represented by Mr. Eugene H. Switzer, its Vice President and Trust Officer, requested that the minutes reflect that Mr. Charles Leigh Stevens owned all of the outstanding and issued stock of SAVANNAH RIVER LUMBER CORPORATION, which statement was confirmed by Basil Morris, Secretary of the Corporation and Custodian of its records; that Mr. Stevens died October 6, 1962 a resident of Chatham County, Georgia, leaving a Last Will and Testament dated February 1, 1950, and two Codicils thereto, dated, respectively, November 30, 1953 and April 29, 1959, which were probated in the Court of Ordinary of Chatham County, Georgia, in Common Form on November 19, 1962, in Solemn Form on April 8, 1963, and Letters Testamentary were issued November 19, 1962 by said Court to Mr. Bahre and said Bank as Co-Executors of said Will, they having been nominated by the Testator as such; that they have been advised that the title to said shares of stock became vested in them as such Co-Executors upon the issuance to them of Letters Testamentary, and that they, therefore, are legally entitled to vote said stock as they stand in the shoes of their deceased Testator, which statements were confirmed by Morris and Morris, Attorneys for this Corporation.

Mr. Bahre stated, to which Mr. Switzer concurred, that the purpose of this meeting, as set forth in the written notice thereof, was to consider the adoption of a Resolution for complete liquidation of the Corporation under Internal Revenue Code, 1954, Section 337, as amended (26 U.S.C.A., Section 337), and that he and said Bank, as Co-Executors, had received as a part of the assets of the Estate of Charles Leigh Stevens, deceased, Forty (40) Shares of the Common Stock of this Corporation, issued March 18, 1941, which constituted all of the issued and outstanding stock of this Corporation; that only Common Stock, with voting privileges, had been issued; that substantial obligations against this estate, many of which were past due, could not be paid unless the stock were sold by the Executors or the Corporation liquidated

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9 A.M.

Exhibit A

DEEDS

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and funds thereby made available to the Executors to meet the obligations, pay the expenses of administration, and discharge the duties imposed upon the Executors by law; that the Executors had determined that there would be a considerable shrinkage, in their opinion, of the assets if the stock of this Corporation were sold, and that they had reached the conclusion it would be to the best interest of all parties concerned for this Corporation to be liquidated as above set forth.

In view of the above, it was moved, seconded, and unanimously carried that the following Resolution be, and it was, adopted:

> RESOLVED that this Corporation, a corporation organized and existing under the laws of the State of Delaware, it having received its original Charter on June 11, 1936, completely liquidate under Section 337 of the Internal Revenue Code of 1954 as amended (26 U.S.C.A., Section 337), and the Directors and Officers of this Corporation are hereby authorized and directed to proceed with such liquidation, to be completed within twelve (12) months from March 20, 1964, the date of the adoption of this Resolution, and that they comply with all rules and regulations pertaining thereto, including, but without limitation, (1) the preparation, signing on behalf of this Corporation, and filing, on the appropriate forms, notice of this plan of liquidation within thirty (30) days from this date (March 20, 1964), (2) supplying, at the proper time on required forms, information showing the amount distributed to each stockholder, and (3) giving and supplying any other notices, returns and information relating to this liquidation, it being hereby intended to vest in said parties full and complete authority, in the name of this Corporation and on its behalf, to do all things advisable or required to meet the requirements of said Section 337, and all applicable rules and regulations.
>
> RESOLVED FURTHER that this plan of liquidation contemplates that the Directors and Officers, within the respective scope of their positions, sell, convey and transfer as much of the assets of this Corporation as they, in their discretion, feel will redound to the best interests of the stockholders, and make distribution to the stockholders of the proceeds of sales and of all assets not sold

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and funds thereby made available to the Executors to meet the obligations, pay the expenses of administration, and discharge the duties imposed upon the Executors by law; that the Executors had determined that there would be a considerable shrinkage, in their opinion, of the assets if the stock of this Corporation were sold, and that they had reached the conclusion it would be to the best interest of all parties concerned for this Corporation to be liquidated as above set forth.

In view of the above, it was moved, seconded, and unanimously carried that the following Resolution be, and it was, adopted:

> RESOLVED that this Corporation, a corporation organized and existing under the laws of the State of Delaware, it having received its original Charter on June 11, 1936, completely liquidate under Section 337 of the Internal Revenue Code of 1954 as amended (26 U.S.C.A., Section 337), and the Directors and Officers of this Corporation are hereby authorized and directed to proceed with such liquidation, to be completed within twelve (12) months from March 20, 1964, the date of the adoption of this Resolution, and that they comply with all rules and regulations pertaining thereto, including, but without limitation, (1) the preparation, signing on behalf of this Corporation, and filing, on the appropriate forms, notice of this plan of liquidation within thirty (30) days from this date (March 20, 1964), (2) supplying, at the proper time on required forms, information showing the amount distributed to each stockholder, and (3) giving and supplying any other notices, returns and information relating to this liquidation, it being hereby intended to vest in said parties full and complete authority, in the name of this Corporation and on its behalf, to do all things advisable or required to meet the requirements of said Section 337, and all applicable rules and regulations.
>
> RESOLVED FURTHER that this plan of liquidation contemplates that the Directors and Officers, within the respective scope of their positions, sell, convey and transfer as much of the assets of this Corporation as they, in their discretion, feel will redound to the best interests of the stockholders, and make distribution to the stockholders of the proceeds of sales and of all assets not sold

4-10-65
9 a.m.

DEEDS

A

BOOK 133

223

Recorded this 10
day of June A.D. 1965
in Book _____ Page _____
At _____ o'clock ____ M.

Clerk of Court, Colleton County, S. C.

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within twelve (12) months from the date of this Resolution except any assets or the proceeds of any sales which may be used for payment of the debts and obligations of this Corporation, and except such assets as Section 337 permits this Corporation to retain "after the expiration of the 12-month period for the payment of claims (including unascertained or contingent liabilities or expenses)", and as to the latter, they are charged with the obligation, as required by Section 337, to specifically set such assets apart and only such as will be reasonable in amount in relation to the items involved."

There being no further business to consider at this meeting held in Suite 404, Savannah Bank & Trust Building, Savannah, Georgia, at the time and on the date first above referred to, upon motion duly made, seconded and carried, it was adjourned.

Basil Morris
Basil Morris, Secretary

I certify that the foregoing constitutes a true and correct copy of the minutes, including adopted Resolutions, of a meeting of the stockholders of Savannah River Lumber Corporation duly and regularly held at 10:00 A. M., March 20, 1964, in Savannah, Georgia.

This March 15, 1965

Basil Morris
Secretary of said Corporation

The within instrument has been filed this 27th day of March 1965 at 9:00 o'clock A M., and recorded in Book 54 Page 173 Clerk
A. Demmbach
R.C.C.P. & G.S., Hampton County, S.C.

-3-

4-10-65
9 a.m.

RECORDED IN BOOK 255 PAGE 84-85
THIS 6 DAY OF June 1965
AT 8:30 a M. O'CLOCK.
B. T. DeLoach
B. T. DeLOACH, CLERK OF COURT FOR HAMPTON COUNTY, SOUTH CAROLINA

DEEDS

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STATE OF SOUTH CAROLINA
OFFICE OF THE ATTORNEY GENERAL
COLUMBIA, S. C. 29202

Drawer 420
March 22, 1965

Mr. T. R. Spillane
Certified Public Accountant
P. O. Box 1468
Savannah, Georgia

Re: Savannah Lumber Co.

Dear Mr. Spillane:

Mr. Joe G. Shinn of the South Carolina Tax Commission has asked that I write you concerning a call or contact which you made with him regarding the matter of the Savannah Lumber Company. It is noted that he says that the said Company is liquidating, the stockholders are surrendering their stock certificates, and the stockholders are receiving assets of the corporation in return therefor in proportion to their stock ownership in the corporation.

The question which Mr. Shinn indicates that you wish to have answered is whether or not real estate located in South Carolina, being transferred in the manner detailed above, would be subject to the South Carolina documentary stamp tax.

It is fearful perhaps I do not have enough information to safely express an opinion about this particular matter, but suffice it to say that if, in fact, the conveyance is not "realty sold" within the application and meaning of the Federal stamp provisions in such a case as this, then the same would not be subject to nor require South Carolina documentary stamps either, because the language of the South Carolina statute, like the Federal statute, employs the phrase "realty sold" in its imposition section.

It is hoped that this will serve to give you some sort of information, but if you have any questions, or if you will detail me completely, I will be glad to amplify or clarify the matter.

Sincerely,

James M. Windham

James M. Windham
Assistant Attorney General
SOUTH CAROLINA TAX COMMISSION

JMW:ns
CC: Mr. Joe G. Shinn
Estate Tax Division
South Carolina Tax Commission
Columbia, South Carolina

4-10-65
9 a.m.

Signed, Sealed and Delivered In The Presence Of:

Carolyn B. Gruitt
Lois C. Lucas

MODERN HOMES CONSTRUCTION COMPANY (SEAL)

By: M. M. DeLoach
M. M. DeLoach, Vice-President

Attest: Glen B. Asbell
Glen B. Asbell, Assistant Secretary

(Over)

Recorded April 12, 1965. 9 A. M.

DEEDS

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LAW OFFICES OF
MORRIS AND MORRIS
[illegible] STREET
SAVANNAH, GEORGIA [illegible]

[illegible]
[illegible]

TEL. [illegible] AREA [illegible]
POST OFFICE BOX [illegible]

April 8, 1965

Honorable A. B. Crosby
Clerk of Court
Walterboro, South Carolina

In re: Savannah River Lumber Corporation
(Our File 15-828)

Dear Mr. Crosby:

We are enclosing herewith deed from Savannah River Lumber Corporation to The Liberty National Bank & Trust Company of Savannah and F. A. O. Bahre, as Executors of the last Will and Testament of Charles Leigh Stevens, deceased, dated March 1, 1965, filed for record March 27, 1965 and recorded in Deed Book 54, page 173 in Jasper County, South Carolina, and filed for record and recorded April 6, 1965 in Deed Book D-55, page 82 in Hampton County, South Carolina, which deed we respectively ask that you record in Colleton County, in which County property is also included.

Please record this deed at your earliest convenience and return it to The Liberty National Bank & Trust Company of Savannah, Bull and Broughton Streets, Savannah, Georgia, to the attention of Mr. Eugene H. Switzer, Vice President and Trust Officer.

No federal documentary or stamp taxes are required to be affixed to this deed as it resulted from a surrender of stock by the Grantees for the Corporation's assets in connection with the Liquidation of the Corporation under Section 337 of the Internal Revenue Code of 1954 (26 U.S.C.A., 337).

Since this was a Liquidation and not a sale under the Internal Revenue Laws, James M. Windham, Esq., Assistant Attorney General, South Carolina Tax Commission, by letter of March 22, 1965, photostatic copy of which we now hand you, advises that no South Carolina documentary stamp taxes are required on this deed.

Please send your bill for recording to us at P. O. Box 396, Savannah, Georgia, and it will be paid immediately.

Sincerely and Cordially,

MORRIS AND MORRIS

By Basil Morris
Basil Morris

BM:cm
Enclosure
cc: Mr. F. A. O. Bahre
Mr. Eugene H. Switzer

DEEDS

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BOOK 133

226

SOUTH CAROLINA
TITLE TO REAL ESTATE

STATE OF GEORGIA,
LOWNDES COUNTY.

KNOW ALL MEN BY THESE PRESENTS, That Modern Homes Construction Company, a Florida Corporation with its principal office located at Valdosta, Georgia, for and in consideration of the sum of

One Thousand Five Hundred and 00/100 Dollars ($ 1,500.00), to it paid by

Wheely J. Spell

of the County of Colleton State of South Carolina, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, sell and release unto the said

Wheely J. Spell,

his heirs and assigns, forever; certain real estate in Colleton County, South Carolina, described as follows:

All that part, parcel or lot of land, being house and lot, with improvements thereon, situate, lying and being in Walterboro Township, County of Colleton, State of South Carolina. Being on the west side of an unnamed County Road, said unnamed county road intersecting with the South side of Highway #64 at a point 2 miles east of Walterboro, South Carolina.
BEGINNING at an iron stake on the west side of an unnamed county road; said stake being 60 feet north of the center of a dirve-way leading to the residence of Bessie Spell Driggers also being on the north land line of Bessie Spell Driggers, (Said land line being .4 mile south of the intersection of the aforementioned county road and Highway #64) and thence running in a westerly direction parallel with Bessie Spell Driggers line 120 feet to an iron stake; thence running in a northerly direction 66 feet along the common line of L. G. Fishburne, et al to an iron stake; thence running in an easterly direction 120 feet along the common line of L. G. Fishburne, et al to the west side of the unnamed county road to an iron stake; thence running along the west side of the unnamed county road in a southerly direction 66 feet to the point of the beginning.

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

Wheely J. Spell, his

Heirs and Assigns forever.

And Modern Homes Construction Company does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Wheely J. Spell

his Heirs and Assigns, against it, its successors and assigns, and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF, the said Modern Homes Construction Company, acting by and through its thereunto duly authorized officers, has caused this instrument to be executed and its corporate seal hereunto to be affixed, all upon the 22nd day of January, 19 65, and in the one hundred and 89th year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered In The Presence Of:

Carolyn B. Fitzsimmons

Jonna C. Buckles

MODERN HOMES CONSTRUCTION COMPANY (SEAL)

By: M. M. DeLoach, Vice-President

Attest: Glen B. Asbell, Assistant Secretary

(Over)

Recorded April 12, 1965 9 A. M.

DEEDS

H 226 ff

STATE OF GEORGIA
COUNTY OF LOWNDES

PERSONALLY appeared Before me Carolyn B. Garrett, who, being duly sworn, says that she saw the corporate seal of Modern Homes Construction Company affixed to the foregoing instrument that she also saw M. M. DeLoach, Vice Presidentand Glen B. Asbell, Assistant Secretary of the said Modern Homes Construction Company sign and attest the same and that she with Iona C. Buckles witnessed the execution and delivery thereof as the act and deed of the said Modern Homes Construction Company.

Carolyn B. Garrett

Sworn to and subscribed before me, this
22nd day of January 1965.

Iona C. Buckles, Notary Public of Georgia - seal affixed
My Commission expires Dec. 15, 1968

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON) AGREEMENT

THIS AGREEMENT made and entered into this 10th day of April 1965, between C. R. Thomas and Gertrude Bell Thomas, WITNESSETH:

1. C. R. Thomas hereby leases to Gertrude Bell Thomas and Gertrude Bell Thomas hereby leases from C. R. Thomas, on the terms and conditions hereinafter stated, the following lot of land:

> All that certain lot of land in Bells Township, County of Colleton, State of South Carolina, measuring one hundred fifty (150) feet on the northern and southern boundaries and two hundred (200) feet on the eastern and western boundaries, and bounded on the South by a private road to the C. R. Thomas dwelling, and on all other sides by lands of C. R. Thomas, together with the right of access to and from the lot herein leased over other property of C. R. Thomas.

On the lot herein leased there is an artesian well of C. R. Thomas and he reserves for himself, his heirs and assigns, the right of access to said well and the right to use the water therefrom. It is understood that Gertrude Bell Thomas shall also have the right to use the water from the well.

2. This lease shall commence on the date hereof and terminate at the death of Gertrude Bell Thomas. She proposes to and has the right to place on the leased premises a trailer or erect a dwelling, which shall become the property of C. R. Thomas, his heirs and assigns, upon the death of Gertrude Bell Thomas. Gertrude Bell Thomas shall not remove any improvements she places or erects on the leased premises.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

IN THE PRESENCE OF:

Isadore Boggs
Margaret B. Bellard

C. R. Thomas (L.S.)
C. R. Thomas

Gertrude Bell Thomas (L.S.)
Gertrude Bell Thomas

Recorded April 12, 1965 11 A. M.

227 A

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 C. R. Thomas and Gertrude Bell Thomas sign, sed and as their act and deed deliver the within written Agreement, and that she with Isadore Bogoslow witnessed the execution thereof.

SWORN to before me this 10th day of April 1965.

Margaret B. Hilliard

Isadore Bogoslow, Notary Public for South Carolina (L.S.)

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OPTION TO PURCHASE

COX WOODLANDS COMPANY

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That we R. D. Plyler and his wife, Rhame G. Plyler hereinafter referred to as Sellers, of the County of Colleton, in the State of South Carolina, for and in consideration of the sum of One and 00/100 ($1.00) ---------- Dollars, to us in hand paid by COX WOODLANDS COMPANY, at and before the sealing of these presents, the receipt whereof is hereby acknowledged, do hereby grant unto the said COX WOODLANDS COMPANY, its successors and assigns, the exclusive right and privilege of purchasing at any time within sixty (60) days after the date of this option, upon the terms, hereinafter set-forth, the following described real estate.

All that certain piece, parcel or tract of land situate, lying and being in Ritter School District, County of Colleton, State of South Carolina, containing three hundred ninety (390) acres, more or less, to be determined by survey, and being bounded as follows on the North by lands of S. M. Crosby, on the East by lands of A. C. L. R.R and Hy 303; on the South by lands of Sanders Estate; and on the West; by lands of Ritter, Sanders, Drake and State Road; being the land acquired by R. D. Plyler from J. O. Lemacks on or about 1st day of October, 1946. Deed recorded in the Office of the Clerk of Court for Colleton County in Deed Book 95 at Page 57, to Lemacks and Plyler from I. A. Smoak, Probate Judge 10/21/41, Book 81 Page 481; (Additional description and other information on back of this page) and also partly

The terms of sale, if the right to purchase is exercised by COX WOODLANDS COMPANY, its successors or assigns, are as follows:

1. The purchase price shall be Ninety-three and 91/100 ($93.91) Dollars per acre. With Soil Bank payments of $1755.56 per year reserved to Seller for 5 years. The exact acreage shall be determined by a survey to be made by a competent surveyor at the expense of the Purchaser. In the event the survey furnished by the Purchaser is not acceptable to the Sellers, the Sellers, at their own expense shall employ a competent surveyor to survey the tract of land and if the surveyors of the Purchaser and the Sellers cannot reach an agreement as to the acreage, then and in that event the Seller and the Purchaser shall select a third qualified surveyor and a decision of the majority of the three surveyors shall be binding as to the number of acres in said tract and any other matters in connection with the survey.

2. The Sellers agree to furnish good and marketable title to the property, with all required Revenue and Documentary Stamps, free from all liens and encumbrances.

3. Notice of exercising the right to purchase under this option shall be in the form of a letter or the presentment of a deed for execution; and the Sellers expressly waive any right to demand a cash tender of the purchase price and agree to accept a certified check therefor. In the event COX WOODLANDS COMPANY, notifies the Sellers that it wishes to exercise its rights under this option, then and in that event, the Sellers hereby grant unto COX WOODLANDS COMPANY, an additional period of sixty (60) days in which to have the title examined before paying the purchase price. If defects in the title are found as a result of an examination by the Attorneys for COX WOODLANDS COMPANY, Sellers shall be furnished with a written statement thereof and this option will thereby be automatically extended, without further action on the part of the Sellers, for a period of ninety (90) days from the date of the notice of the defects, within which time such defects shall be remedied by the Sellers.

It is agreed that a part of the consideration of this option is accepted by Rhame G. Plyler and in consideration thereof she agrees to renounce all rights and claim of dower in and to the premises described if the sale is consummated.

To the faithful performance of this agreement to sell we hereby bind ourselves and each and everyone of our Heirs, Executors and Administrators this 13th day of April, 1965.

R. D. Plyler (SEAL)
Rhame G. Plyler (SEAL)
Rhame G. Plyler

IN THE PRESENCE OF:
Ralph T. Jones, Jr.
Alice T. Beckett

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

Personally appeared before me Ralph T. Jones, Jr. who made oath that he saw the above named R. D. Plyler and Rhame G. Plyler sign, seal and as their act and deed deliver the foregoing option agreement to sell, and that he with Alice T. Beckett witnessed the execution thereof.

Ralph T. Jones, Jr.

Sworn to before me this 13th day of April, 1965.

Alice T. Beckett (SEAL)
Notary Public of South Carolina

My commission expires at the pleasure of the Governor.

Recorded 4/13/65 12 A. M.

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ADDITIONAL DESCRIPTION AND INFORMATION

from H. E. Savage August 15, 1942, recorded in Book 83, Page 403, and from S. M. Crosby by deed dated January 28, 1959, recorded Book 123, Page 433, plat Book 10 Page 141, SAVING AND EXCEPTING strip of land conveyed by R. D. Plyler to S. M. Crosby dated May 16, 1960, recorded Book 127, Page 423, and two pieces aggregating 1.7 acres conveyed by R. D. Plyler to S. M. Crosby January 1959 recorded in Book 123 at Page 440; also 3.3 acres, more or less, together with buildings and improvements thereon conveyed by R. D. Plyler to Vernon B. Hargrove by deed dated July 2, 1964, recorded in the office of the Clerk of Court for Colleton County, S. C. at Walterboro in Deed Book 136 at Page 133.

IT IS SPECIFICALLY UNDERSTOOD AND AGREED:

1. That R. D. Plyler is to retain and reserves and is to be entitled to the Soil Bank payments under his Soil Bank Conservation Reserve Contract in the amount of One Thousand Seven Hundred Fifty-five and 36/100 ($1755.36) Dollars per year for its unexpired term of five (5) years, and that said total sum of Eight Thousand Seven Hundred Seventy-six and 80/100 ($8,776.80) Dollars is and shall become the property of R. D. Plyler, his heirs and assigns, and that his being entitled to and being able to receive same is a condition of this option.

2. That the consideration for said tract of land shall be paid over a period of four (4) years at the basis of Ten Thousand Dollars ($10,000.00) upon the execution and delivery of the contract of purchase and sale, and it is stipulated and agreed that that will be the only payment in the year 1965; Ten Thousand Dollars ($10,000.00) in the year 1966, Ten Thousand Dollars ($10,000.00) in 1967, and the balance payable in 1968, with interest on the unpaid balance at the rate of four per cent (4%) per annum, to be computed and paid on the portion remaining unpaid each year, the specific terms and conditions and dates of payment to be set forth in note and mortgage to be executed and delivered by purchasers upon compliance with the terms of the option and execution and delivery of a fee simple general warrenty title.

3. That the road which runs from the garage and tool shed back to the State Road cannot be closed, but is to remain open for the benefit of the purchaser if compliance is had, and this is to be incorporated into the deed.

In the Presence of:
Ralph T. Smith Jr.
Alene T. Beckett

R. D. Plyler
Lumi G. Plyler

Recorded this 13 day of April A.D. 1965
Page
At 12 o'clock a M.
A.B. Crosby
Clerk of Court, Colleton County, S. C.

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O. H. R.

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

ASSIGNMENT OF INTEREST IN CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That I, John R. Garvin, of Colleton County, South Carolina, for and in consideration of One Hundred Six and no/100 ($106.00) Dollars, to me paid by Bernard L. Lyons of Rt. 4, Walterboro, South Carolina, the receipt whereof is hereby acknowledged do hereby assigns, transfer and set over unto the said Bernard L. Lyons, all my interest in that certain contract with First Federal Savings and Loan Association of Beaufort, South Carolina, same being for the purchase of that certain lot known and designated as Lot No. 21 in Druid Hills Subdivision, near the Town of Walterboro, South Carolina. Said contract being that one dated December 13, 1963, and recorded in the R. M. C. Office for Colleton County in Deed Book 113, page 82.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17th day of April, 1965.

WITNESS:

Marguerite S. Kinard

Osborne H. Rhodes

John R. Garvin

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

Personally appeared before me Marguerite S. Kinard and made oath that she saw the within named John R. Garvin, sign, seal and as his act and deed, deliver the within written Contract; and that she with Osborne H. Rhodes, witnessed the execution thereof.

Marguerite S. Kinard

SWORN to before me this 17th day of April 1965.

Osborne H. Rhodes (L.S.)
NOTARY PUBLIC OF SOUTH CAROLINA

Recorded April 17th, 1965, at 12 M.

Recorded this 17 day of April A.D. 1965
In Book
At 12 M.
A B Crosby
Clerk of Court, Colleton County, S. C.

Dover over

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STATE OFSOUTH 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.May Smoak Garvin, the wife of the within named John R.Garvin, did this day appear before me and, upon being privately and separately examined by,me, does freely, voluntarily and without any compulsion , Dread or Fear of any person or persons whomsoever, renounce, release and Forever relinquish unto the withinnamed Bernard L.Lyons, his heirs 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 17th day of April 1965.

Mary Smoak Garvin.

Osborne H Rhodes. (XL.S.)
Notary Public for South Carolina,

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I, Martha W. Givens, of Walterboro, Colleton County, South Carolina, have made, constituted and appointed J. T. Givens of Walterboro, Colleton County, South Carolina, my true and lawful attorney, for me and in my name, place and stead to ask, demand, sue for, recover, collect and receive all sums of money, debts, accounts, legacies, bequests, interests, dividends, annuities and demands whatsoever now or hereafter to become due, owing, payable or belonging to me and to have, use and take all lawful ways and means for the recovery thereof, to compromise and agree for the same and to make releases or other sufficient discharges therefor, to bargain, contract, agree for, purchase and receive lands, tenements and hereditaments, to lease, let, demise, bargain, sell, remise, release, convey, mortgage and hypothecate lands, tenements and hereditaments, upon such terms and conditions as he shall think fit. Also to bargain and agree for, buy, sell, mortgage, hypothecate and in any and every way and manner deal in and with goods, wares, merchandise, choses in action and other property and to make, do and transact all and every kind of business of every nature or kind whatsoever, and also for me and in my name and as my act and deed, to sign, seal, execute, and deliver such deeds, leases and assignments of leases, covenants, indentures, agreements, mortgages, hypothecations, bills of lading, bills, bonds, notes, receipts, evidences of debts, releases, and satisfactions of mortgages, judgments and other debts, and such other instruments in writing of whatever kind and nature as may be necessary or proper in the premises.

Giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do if personally present, hereby ratifying and confirming all that my said attorney shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 10th day of ~~January~~ February A. D. 1962.

IN THE PRESENCE OF:

William R. Hatch
Mary G. Givens.

Martha W. Givens (SEAL)
Martha W. Givens
Martha W. Givens.

Recorded April 30 1965 at 11 A.M

DEEDS

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

PERSONALLY appeared before me Mary G Givens and made oath that he saw the within-named Martha W. Givens sign, seal and, as her act and deed, deliver the within-written POWER OF ATTORNEY for the uses and purposes therein mentioned, and that he, with William R. Gatch witnessed the execution thereof.

SWORN to before me this 12th day of February 1962.

Mary G. Givens

W J McCrady (L.S.)
Notary Public for South Carolina.

My Commission expires at the Pleasure of the Governor.

Recorded June 30 - 1965 10 a.m.

DEEDS

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STATE OF SOUTH CAROLINA,

COUNTY OF Colleton

OPTION

For the sum of $ 500.00 to me

in hand paid at and before the sealing and delivery of these presents, by T. D. Hiers and Joel P. Padgett

the receipt whereof is hereby acknowledged, we, Furnelle B. Jackson, Rebecca B. Dunham, Myrtle B. Campbell and Helen Green Beach

have bargained and agreed, and do hereby bargain and agree to sell to the said T. D. Hiers and Joel P. Padgett, their heirs

or assigns, the following described property: All that place, parcel or lot of land, with buildings and improvements thereon, situate, lying and being in the Town of Walterboro, County of Colleton, State of South Carolina, measuring Four Hundred (400) feet on the Northern and Southern boundaries and One Hundred Five (105) feet on the Eastern and Western boundaries and bounded as follows: on the North by lot of Mrs. Doris Barnes; on the East by Jefferies Boulevard; on the South by lot formerly of E. L. Barry; and on the West by Brown Street

for the sum of $16,000.00 ~~payable as follows~~: the $500.00 option money to be applied against and considered a portion of the $16,000.00 purchase price upon exercise of said option.

PROVIDED this option is exercised and accepted within One hundred twenty (120) days from the date hereof.

Purchaser to have thirty days after signing contract to purchase for examination of title

Dated at Walterboro, this 15 day of April, A. D. 19 65

Signed, sealed and delivered in the presence of:

Helen Greene Beach (L. S.)

Rebecca B. Dunham

Recorded May 1st, 1965, at 9 A.M.

DEEDS

234a

STATE OF SOUTH CAROLINA.

COUNTY OF COLLETON.

PERSONALLY appeared before me Sherwin L.Berg and made oath th at he saw the withinnamed Helen Green Beach, sign, seal and as her act and De Deed deliver the within WrittenOption, and that he with Miles A.Beach witnessed the Execution thereof.
SWORN to before me this 15th day of April. A.D 1965.
Miles A.Beach,
Notary PUblicfor S.C.
Seal Affixed.

Sherwin L.Berg.

STATE OF SOUTH CAROLINA
COUNTYOF COLLETON
PERSONLLY appeared before me Mrs.Edward W.Mitchell, and made oath that she saw the within named Rebecca B.Dunham, sign, seal and as her act and Deed deliver the within Written Option and that she with Rebecca Walters, witnessed the Execution thereof.
SWORN to be fore me this 16th
day of April 1965.
Shirley F.Levy.
Notary PUblicfor S.C.
Seal Affixed.

Mrs. Edward W.Mitchell.

TATE OF SOUTH CAROLINA,

OUNTY OF Colleton

OPTION

For the sum of $ 500.00 to us

in hand paid at and before the sealing and delivery of these presents, by T. D. Miers and Joel P. Padgett

the receipt whereof is hereby acknowledged, I, Vernelle B. Jackson

have bargained and agreed, and do hereby bargain and agree to sell to the said T. D. Miers and Joel P. Padgett, their heirs

or assigns, the following described property: All that piece, parcel or lot of land, with buildings and improvements thereon, situate, lying and being in the Town of Walterboro, County of Colleton, State of South Carolina, measuring four hundred (400) feet on the Northern and Southern boundaries and one hundred five (105) feet on the Eastern and Western boundaries and bounded as follows: on the North by lot of Mrs. Doris Barnes; on the East by Jefferies Boulevard; on the South by lot formerly of H. L. Berry; and on the West by Brown Street

r the sum of $ 12,000.00 payable as follows: the $500.00 option money to be applied against and considered a portion of the $12,500.00 purchase price upon exercise of said option.

PROVIDED this option is exercised and accepted within one hundred twenty (120) days from the date hereof.

Purchaser to have thirty days after signing contract to purchase for examination of title

Dated at Great Falls, SC, this 29th day of April, A. D. 1965

Signed, sealed and delivered in the presence of:

M. L. Todd

Evelyn C. Tarlton

Vernelle B. Jackson (L. S.)
Vernelle B. Jackson.

Recorded May 1st, 1965, at 9 A.M.

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STATE OF SOUTH CAROLINA
COUNTY OF COLLETON.
PERSONALLY APPEARED Before me Evelyn C.Tarlton and made oath that she saw the withinnamed Vernelle B.Jackson, sign, seal and as her act and Dee Deliver the within Written Option, and that she with M.C. Stroud, wit[illegible]sed the execution thereof.
SWORN to before me this 29th day of April A. D 1965.

M C.Stroud.
Notary Public for S.C.
Seal Affixed.

Evelyn C.Tarlton.

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Recorded this 3rd day of May A.D. 1965 in Book ____ Page ____ At 3 o'clock P. M.
G. B. Crosby
Clerk of Court, Colleton County, S. C.

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

WHEREAS, by deed dated 22 February 1965, recorded in the Office of the Clerk of Court for Colleton County in Deed Book 137, at page 394, Lee J. Berry conveyed to C.M. Rizer, Jr., and Ernestine F. Rizer Lots Nos. 4 and 5, Block F, of Hyde Park Subdivision; and

WHEREAS, by deed dated 22 February 1965, recorded in the Office of the Clerk of Court for Colleton County in Deed Book 137, at page 396, Berry Construction Company, Inc. conveyed to C.M. Rizer, Jr. and Ernestine F. Rizer Lot No. 3, Block F, of Hyde Park Subdivision; and

WHEREAS, in said deeds the Eastern and Western boundary measurements of the lots were given as One Hundred Forty-eight and five-tenths (148.5') feet, though the plat shows the measurement to be One Hundred Fifty-eight and five-tenths (158.5') feet, ten (10') feet having been reserved as shown on plat of said subdivision; and

WHEREAS, the said Lee J. Berry and Berry Construction Company, Inc. are willing to permit the said C.M. Rizer, Jr. and Ernestine F. Rizer to use the said reserved ten (10') feet under the terms and conditions hereinafter set forth:

NOW KNOW ALL MEN BY THESE PRESENTS, that Lee J. Berry and Berry Construction Company, Inc. do hereby grant unto C.M. Rizer, Jr. and Ernestine F. Rizer the right and permission to use and occupy the said ten (10') feet reserved, which ten (10') feet lies to the North of the boundary of the lots conveyed to the C.M. Rizer, Jr. and Ernestine F. Rizer, and it is given under the following conditions:

1. That title to said ten (10') feet shall remain in Lee J. Berry.

2. That the right herein granted to C.M. Rizer, Jr. and Ernestine F. Rizer is permissive only and shall not ripen into a fee title by adverse possession, prescription or other-

DEEDS

wise.

3. That the C.M. Rizer, Jr. and Ernestine F. Rizer shall use the ten (10') foot right of way in connection with the use and enjoyment of the other property and shall not use the ten (10') feet as a road or for any business property.

4. That the right granted hereunder is not assignable and is granted to C.M. Rizer, Jr. and Ernestine F. Rizer only.

5. This right of use and occupancy shall continue in full force and effect until cancelled in writing by the said Lee J. Berry.

WITNESS our hands and seals this 29th day of April, 1965.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

BERRY CONSTRUCTION COMPANY, INC.

Janeal Steltzer

BY: Lee J. Berry
President

Thomas M. Howell, Jr.

BY: Thomas M. Berry
Secretary

Lee J. Berry

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF COLLETON)

PERSONALLY appeared before me Janeal Steltzer and made oath that she saw the within named Berry Construction Company, Inc. and Lee J. Berry, individually, sign, seal and as their act and deed deliver the within written instrument, and that she with Thomas M. Howell, Jr. witnessed the execution thereof:

SWORN to before me this 29th day of April 1965.

Janeal Steltzer

(SEAL)
Notary Public for South Carolina
Thomas M. Howell, Jr.

Recorded 5/3/65 3 P. M.

DEEDS

We hereby accept the above right of use and occupancy upon the terms and conditions therein stated.

C.M. Rizer, Jr.

Ernestine P. Rizer

Recorded 5/3/65 3 P. M.

DEEDS

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RESTRICTIVE COVENANTS GOVERNING AND CONTROLLING A PORTION OF COUNTRY CLUB ESTATES, NEAR THE TOWN OF WALTERBORO, COUNTY OF COLLETON, STATE OF SOUTH CAROLINA

The restrictive covenants herein outlined are recorded as a blanket encumbrance against every lot below numbered in a portion of Country Club Estates, near the Town of Walterboro, County of Colleton, State of South Carolina, as delineated on a plat made by G. E. Miley, Jr., Registered Land Surveyor, of date 13 March 1965, entitled: "Country Club Estates." The restrictive covenants herein outlined shall apply to the following lots in the above mentioned plat of G. E. Miley, Jr., Registered Land Surveyor, of date 13 March 1965, to wit, Lots numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28.

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

3. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. No lot shown on the plat above mentioned shall be used except for residential purposes, and no buildings shall be erected, altered, placed, or permitted to remain on said lot other than one detached single family dwelling not to exceed two stories in height and a private

 Recorded May 6 - 1965

DEEDS

garage for not more than three (3) cars.

5. No building shall be located on any said residential building lot nearer than forty (40) feet to the front lot line, nor nearer than fifteen (15) feet to any side lot line, and in the case of corner lots no nearer than twenty (20) feet to any side street line. No detached garage or other outbuilding shall be located nearer than seventy-five (75) feet from any front lot line nor nearer than fifteen (15) feet to any side lot line. In the event that two or more of the lots above numbered are consolidated into one lot then the said line restrictions shall apply to the consolidated lot and not to the individual lots composing same.

6. No dwelling or garage erected on any lot in said development shall be constructed with a metal roof. No dwelling or any other building erected shall have an exterior finish of concrete blocks, asbestos siding, brickcrete, permastone, or shingles.

7. No domestic animals or fowls of any type shall be housed or kept on said property except household pets.

8. No residence shall be erected on any lot to have less than two thousand (2000) square feet of floor area. Residences of more than one story shall not have less than one thousand (1000) square feet of ground floor area.

9. Easements for installation and maintenance of utilities are reserved over the rear and side five (5) feet of each lot.

10. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

11. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

12. No house shall be built on any lot unless the said lot

DEEDS

be served with septic tank, approved by the South Carolina State Board of Health, or by city sewerage.

13. No dwelling costing less than Twenty Thousand and 00/100 ($20,000.00) Dollars shall be erected or permitted to remain on any said lot.

14. It is specifically provided that no lot herein described can be further subdivided for purposes of sale.

IN WITNESS WHEREOF, the owner, Clyde O. Ackerman, has set his hand and seal this 24th day of August 1965.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Marguerite A Kinard

Clyde O. Ackerman (L.S.)
Clyde O. Ackerman

STATE OF SOUTH CAROLINA)
:
COUNTY OF COLLETON)

PERSONALLY appeared before me Marguerite A Kinard and made oath that he saw the within named Clyde O. Ackerman sign, seal and, as his act and deed, deliver the within written instrument, for the uses and purposes therein mentioned, and that she, with Catherine B Hooten witnessed the execution thereof.

SWORN to before me this 24
day of August 1965.

Marguerite A Kinard

(SEAL)
Notary Public for South Carolina

My commission expires at the pleasure of the Governor.

DEEDS

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STATE OF SOUTH CAROLINA,
COUNTY OF Beaufort

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 Elwin B. Cleland and Martha F. Cleland, of Walterboro, S. C. 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.

The purchasers herein bind themselves to keep the buildings on the above described property in a good and habitable state of repairs during the term of this Contract.

Recorded May 6. 1965
9 a

DEEDS

STATE OF SOUTH CAROLINA,
COUNTY OF Beaufort

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

Elwin B. Cleland and Martha F. Cleland, of Walterboro, S. C.

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. B. Shook, Surveyor, of date 8 January 1953, recorded in the Office of the Clerk of Court for Colleton County in Plat Book 4, page 182, 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 Ann M. P. Herndon dated May 2, 1972, and recorded in Deed Book 150, page 471, Office of the Clerk of Court for Colleton County, South Carolina.

The purchasers herein bind themselves to keep the buildings on the above described property in a good and habitable state of repairs during the term of this Contract.

Recorded Aug 5, 1971

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 and No/100 ------** --------------- ($ 200.00) 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, Three Hundred and No/100 ------** --------------- ($ 5,300.00) 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 **Elwin B. Cleland and Martha F. Cleland**

~~(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-five and No/100 ---** ----------------------- ($ 45.00) Dollars each, commencing on the first day of **June**, 19 **65**, 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 ---------- --------------- ($-------------) Dollars, the Association will deliver, or cause to be delivered, to the Purchaser a Deed in fee to the said premises, free and clear of all encumbrances, except such as are herein assumed by the Purchaser, and the Purchaser shall, upon the execution and delivery of such Deed, execute and deliver to the Association a Note and First Mortgage Lien over the above-described property for said sum of xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxx($xxxxxxxxxxxxx) 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.

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2. The said Association does hereby agree to sell and convey the above-described premises unto the Purchaser and for the price of Five Thousand, Five Hundred and No/100 ----

($5,500.00) (100%)

to be paid in the manner following: The sum of Two Hundred and No/100 ------

($200.00) (4%)

being hereby paid, the receipt thereof being acknowledged by the Association, the Purchaser hereby covenants and agrees to pay the balance of the purchase price, viz: The sum of Five Thousand, Three Hundred and No/100 ------

($5,300.00) (96%)

with interest from date at the rate of six (6) percent per annum payable in equal monthly installments of principal and interest, the first payment to be made on the first day of the month next succeeding the date hereof, and the balance of principal and interest to be paid in full on the first day of the month next succeeding the date hereof, the said Purchaser does hereby pledge and assign unto the said Association a security interest in the said property and all improvements now or hereafter erected thereon, and all fixtures and personal property now or hereafter attached to or used in connection with the said property, and does hereby authorize the said Association to file financing statements covering the said personal property and fixtures as security for the payment of the said indebtedness, and does hereby agree to execute such other and further instruments as may be required by the said Association to perfect the said security interest, and does hereby agree that time is the essence of this contract, and does hereby agree that in the event the said Purchaser shall default in the payment of any of the said monthly payments when due, or in the performance of any other covenant or obligation hereunder, or should the said Purchaser be declared bankrupt or make an assignment for the benefit of creditors, or should a receiver be appointed for the property of the said Purchaser, or should the said property be levied upon or attached by any creditor of the said Purchaser, then and in any of such events the said Association may at its option declare the whole of the unpaid balance of the purchase price, principal and interest, immediately due and payable, and may proceed to collect the same by foreclosure of the security interest herein and hereby granted, or by any other legal or equitable remedy, and the said Purchaser does hereby agree that in the event of default in the payment of any of the said monthly payments when due, or in the performance of any other covenant or obligation hereunder, the said Association may at its option declare the whole of the unpaid balance of the purchase price, principal and interest, immediately due and payable, and may proceed to collect the same by foreclosure of the said

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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 3rd day of May, 1965, and witness the Hand and Seal of the within Elwin B. Cleland and Martha F. Cleland this 3rd day of May, 1965.

Signed, Sealed and Delivered in Presence of:

R. Emmett Tobey
R. Eugene Bell

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. Tealey
R. Eugene Bell

Elwin B. Cleland (SEAL)
Elwin B. Cleland *Purchaser.*

Martha F. Cleland (SEAL)
Martha F. Cleland *Purchaser.*

DEEDS

7. That the premises is a length and said in their present state [illegible] and [illegible] the [illegible] premises, the purchaser shall keep the premises in [illegible] in good repair; and [illegible] [illegible] the option of the Association, a violation of this agreement, and [illegible] cause for the cancellation thereof.

8. In the event the said Purchaser shall fail promptly to [illegible] the monthly payments [illegible] [illegible] for the said premises, or should any other payment [illegible] [illegible] and [illegible] the said deposit for a period of fifteen (15) days, the said Association, [illegible] [illegible] [illegible] liability to make satisfactory [illegible] to the Purchaser, [illegible] [illegible] [illegible]

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STATE OF SOUTH CAROLINA,
COUNTY OF **Beaufort**

PERSONALLY appeared before me R. Emmett Gahagan 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. Hockette, its Secretary-Treasurer,~~ Jacob Thomas Manuel 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 R. Eugene Blake witnessed the execution thereof.

R. Emmett Gahagan

SWORN to before me, this 3rd day of May, 19 65

R. Eugene Blake (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF **Colleton**

PERSONALLY appeared before me Betty R. Fralix and made oath that she saw the within-named **Elwin B. Cleland and Martha P. Cleland** sign, seal, and, as their act and deed, deliver the within-written Sales Contract; and that he with R. E. Blake witnessed the execution thereof.

Betty R. Fralix

SWORN to before me, this 4 day of May, 19 65

R. Eugene Blake (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF **Colleton**

I, R. Eugene Blake, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. **Martha P. Cleland** the wife of the within-named **Elwin B. Cleland**, 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 4 day of May, A. D. 19 65

Martha P. Cleland (SEAL)
Martha P. Cleland

R. Eugene Blake (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,

COUNTY OF Colleton

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

Elwin B. Cleland and

Martha F. Cleland

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

2451

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

BOND FOR TITLE

KNOW ALL MEN BY THESE PRESENTS, That Florence McKenzie, hereinafter designated as the obligor, is held and firmly bound unto ~~Edward~~ Elwin Clark Harriott and Martha M. Harriott, hereinafter designated as the obligees, in the penal sum of Six Thousand Four Hundred ($6,400.00) Dollars, to be paid to the said obligees, their certain Attorneys, Executors, Administrators, Successors, or Assigns, to which payment well and truly to be made and done the obligor is hereby bound, and each and every of her Heirs, Executors, Administrators, or Successors; jointly and severally, firmly by these presents.

Signed, Sealed, Dated and Delivered at Walterboro, South Carolina, the 5th day of September 1959.

WHEREAS, The obligor has this day agreed to sell to the said obligees the following described land in the County of Colleton, to wit:

Those eight (8) certain lots of land located on and near U. S. Highway No. 15 north of the Town of Walterboro, in the County of Colleton, State of South Carolina, being shown and designated as Lots Nos. 14, 15, 16, 17, 42, 43, 44 and 45 on a subdivision plat made for Florence McKenzie, by S. S. Snook, Registered Land Surveyor, dated January 14, 1946, recorded in Plat Book 5, at page 17, in the office of the Clerk of Court for Colleton County, less a strip of land seventeen and one-half (17½) feet on the southeastern boundary along U. S. Highway No. 15, for which a right of way easement was given by Florence McKenzie to the South Carolina State Highway Department, said lots being bounded as a whole as follows: on the Northeast by Lot Nos. 18 and 46, and measuring thereon three hundred thirty-two and one-half (332½) feet; on the Southeast by U. S. Highway No. 15, and measuring thereon four hundred (400) feet; on the Southwest by a street, and measuring thereon three hundred thirty-two and one-half (332½) feet; and on the Northwest by a street, and measuring thereon four hundred (400) feet, be the said measurements more or less.

ALSO - All that certain lot of land located near U. S. Highway No. 15, north of the Town of Walterboro, in the County of Colleton, State of South Carolina, bounded as follows: on the Northeast by a street, and measuring thereon one hundred (100) feet; on the Southeast by a ~~proposed~~ street, separating it from Lot No. 41 and a portion of Lot No. 40 on plat prepared for Florence McKenzie by S. S. Snook, Registered Land Surveyor, dated January 14, 1946, recorded in Plat Book 5, at page 17, and measuring thereon one hundred fifty (150) feet; on the Southwest by land of Florence McKenzie, and measuring thereon one hundred (100) feet; and on the Northwest by land of Florence McKenzie and measuring thereon one hundred fifty (150) feet.

12.

5-7-65

DEEDS

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Being portions of the lands conveyed to Florence McKenzie by Ethel M. Padgett, by deed dated February 19, 1940, recorded in Deed Book 78, at page 230, in the office of the Clerk of Court for Colleton County.

upon condition that the said obligees shall pay the obligor the sum of Six Thousand Four Hundred ($6,400.00) Dollars in manner following, that is to say Six Hundred ($600.00) Dollars at and before the execution and delivery of these presents, the receipt whereof is hereby acknowledged, and the balance of Five Thousand Eight Hundred ($5,800.00) Dollars, with interest at the rate of Six (6%) per cent per annum, computed in advance, to be added to the indebtedness hereunder annually in advance, payable Fifty ($50.00) Dollars per month, commencing one month from the date hereof, obligees reserving privilege to prepay all or any portion at any time.

CONDITIONS OF THIS OBLIGATION ARE: That if the obligees shall pay the said purchase money in manner and in all respects as aforesaid stipulated; and shall in the meantime pay all taxes on, and assessments now or hereafter made against, said land; and the said obligor shall, on the completion of said payment or payments made, execute and deliver, or cause to be made, executed and delivered, a good and sufficient Deed of Conveyance in Fee Simple of the land above described to the said obligees with renunciation of dower, if any be required, and free of all encumbrances by way of mortgage or judgment; then this obligation is to be void and of no effect, or else remain in full force and virtue.

AND IT IS EXPRESSLY AGREED, by and between the parties hereto that time is of the essence of this contract; and that in the event of the non-payment of said sum or sums of money, or any part thereof, or the interest thereon, if any shall be due, promptly at the time or times herein limited, that then the said obligor shall be absolutely discharged from any and all liability to make and execute such deed; and may treat the said obligees as tenant holding over after the termination, or contrary to the terms of his lease; or if obligor prefers so to do she may enforce the payment of the purchase money, together with fifteen (15%) per cent Attorney's fees if collected by law or through an Attorney at Law, and Attorney's fees for any litigation, suit or action that may

DEEDS

occur.

Signed, Sealed and Delivered
in the Presence of

F E McKenzie

James J. Wright

Florence McKenzie (L.S.)
Florence McKenzie

We accept the terms of the within Bond for Title.

Edwin Clark Harriott
~~Edwin~~ Clark Harriott

Martha M. Harriott
Martha M. Harriott

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

PERSONALLY appeared before me F. E. McKenzie and made oath that he saw the within named obligor sign, seal and as her act and deed deliver the foregoing bond; and that he with James J. Wright witnessed the execution thereof.

SWORN to before me this
5th day of September 1959

F E McKenzie

James J. Wright (L.S.)
Notary Public for South Carolina

DEEDS

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BOOK 133

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LEASE

Agreement dated the 12th day of March, 1965, by and between

Mrs. Evelyn Bennett, 109 Webb Street, Walterboro, South Carolina
and her W. M. Bennett, M.D.

(lessor) and TEXACO INC., a Delaware corporation, having a place of business at P. O. Box 1722

Atlanta, Georgia 30301 (lessee).

Premises Leased. Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the near

City of Walterboro, County of Colleton

State of South Carolina, described as follows:

All that lot and Westerly or Western 75 feet of Lot #1, Verdier School District, approximately 3/20 of a mile Southwest of present city limits of Walterboro, according to original survey as made November 1, 1946 by Harry M. Fripp, registered land surveyor, more particularly described as follows:

Beginning at the Northwest corner of said lot #2 and running in a northeasterly direction along the southerly boundary line of U. S. Highway 17 for a distance of 175 feet to a point; thence in a southeasterly direction a distance a distance of 60 feet to a point; thence in a southwesterly direction a distanceof 225 feet to a point at the Southern corner of said lot #2; thence in a northwesterly direction along the western boundary line of said lot #2 for a distance of 200 feet to point of beginning.

Said property being bounded as follows: Southwest by Lot #3, SE by County Road. On the Northwest by US Highway 17, Northeast by other land of lessor.

FILE NO. 26844

Together with all appurtenances thereto and all right, title and interest of lessor in and to any and all roads, streets and ways bounding the said premises;

Together with the buildings, improvements, fixtures, equipment and facilities of the lessor now located on said premises as follows:

1 Two bay service station and equipment

(2)--TERM. TO HAVE AND TO HOLD for the term of ten (10) years from and after date certain additions and alterations, as hereinafter provided for, to existing improvements are completed by lessor and accepted by lessee, which date shall be established in writing. Upon completion by lessor of the additions and alterations to existing improvements referred to in Clause (19) hereof and acceptance of the same by lessee, that certain lease by and between Dr. E. B. Funderburk and wife, Emma Beach Funderburk, as lessors (Evelyn Bennett, successor-lessor) and The Texas Company (now named Texaco Inc.) as lessee, dated June 5, 1947, covering the same premises, shall become null and void and of no effect.

Recorded May 7, 1965 9 A. M.

Lessee agrees that rental shall be payable in monthly installments and that if any installment thereof shall be due and unpaid for ten (10) days after written notice of such default has been delivered to the Division Sales Manager of the lessee, at its place of business as shown in this lease, lessor shall then have the right to terminate this lease on thirty (30) days' written notice to lessee.

Lessee, at its option, may apply at any time such rental or any installment thereof to the payment of any indebtedness due or to become due from lessor to lessee. Such application shall be deemed payment of such rental.

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(4)—**Maintenance.** (a) During the term of this lease, lessee shall at lessee's expense make minor repairs to said premises, buildings and improvements, including repairs to plumbing, heating equipment, electrical wiring and fixtures, and replace broken windows, provided the aggregate cost of all repairs and/or replacement of windows required at any one time does not exceed $50.00. Lessee agrees to paint the buildings and improvements whenever it deems such painting necessary.

(b) Lessor agrees at lessor's expense to make all other repairs to the said premises, buildings and improvements, equipment and fixtures furnished by lessor, and to keep the same in good repair during the term of this lease, as well as to replace any equipment furnished by lessor which becomes worn-out or damaged and cannot in the opinion of lessee, be placed in first-class condition by reasonable repairs. In event lessor shall fail promptly to make repairs or replacements as provided for herein, lessee is authorized to make the necessary repairs or replacements and to apply accruing rentals to reimburse itself for such expenditures.

(c) Lessor further agrees that in the event any structures on said premises are damaged or destroyed, lessor shall notify lessee within twenty (20) days from the date of such destruction or damage whether or not lessor intends to restore the premises to their former condition and if lessor so elects to restore the premises to their former condition, lessor shall replace within one hundred twenty (120) days any such structures damaged or destroyed. If lessor fails to notify lessee within said twenty (20) day period or notifies lessee that lessor does not intend to restore the premises, or fails to restore the same, lessee at its election may immediately terminate the lease effective as of the date the damage or destruction occurred, in which event rents shall abate from the date of destruction or damage, or do the necessary repairing or rebuilding itself and have the right to apply accruing rentals to reimburse itself for the principal expenditure, together with interest at six per cent. If prior to and/or during the time the premises are undergoing repairs the use thereof by lessee is materially interfered with the rent accruing during such period or periods shall abate.

(5)—**Removal of Property.** Lessee shall have the right at any time during the continuance of this lease or within thirty (30) days after its termination to sever and remove all buildings, and improvements, fixtures, equipment and other property owned by lessee or placed on said premises by lessee during the term of this or any previous lease, or any extension or renewal thereof.

(6)—**Lessee's Right of Termination.** Should the business of distributing petroleum products on the whole or any part of said premises be prevented due to any law, ordinance or regulation by any public authority or due to any restriction on said premises and said restriction not be removed within ninety (90) days from the date thereof, then, in either of such events, Lessee may terminate this lease upon giving Lessor thirty (30) days written notice of termination, in which event Lessee shall be relieved of all obligations under this lease, including all liability for rent from the date the conduct of such business was so prevented. If, during the term of this lease, a part only of said premises be taken for public use under right of eminent domain, and if the remainder, in the opinion of the lessee, is not suitable for its purpose, lessee, at its option, may cancel and terminate this lease, but if it shall not elect so to do, the monthly rental thereafter to be paid shall be reduced by an amount which bears the same ratio to that herein provided for as the area taken bears to the total area prior to such taking.

(7)—**Damages for Defect in Title.** Lessor covenants that he is well seised of said premises, has good right to lease the same, and warrants and agrees to defend the title thereto; and to reimburse and hold lessee harmless from all damages and expenses which lessee may suffer by reason of any restriction, encumbrance or defect in such title.

(8)—**Taxes and Encumbrances.** Lessor agrees to pay all taxes, assessments and obligations which are or may become a lien on the demised premises and improvements as they become due. If lessor should fail to do so, lessee shall have the right to make such payments for the account of lessor, in which event it shall be subrogated to all the rights of the holder of such lien, and in addition thereto shall have the right to apply accruing rentals in satisfaction of such obligations; or lessee, in the event of a foreclosure of any such lien and the sale of said demised premises and improvements, shall have the right to buy in said premises and improvements for its own account.

(9)—**Options to Purchase.** Lessor hereby grants to lessee the exclusive right, at lessee's option, to purchase the demised premises, together with all structures, improvements, and equipment thereon, free and clear of all liens and encumbrances (including leases which were not on the premises at the date of this lease) at any time during the term of this lease or any extension or renewal thereof,

~~(a) for the sum of _____ dollars, it being understood that if any part of said premises be condemned, the amount of damages awarded to or accepted by lessee as a result thereof shall be deducted from said sum;~~

INITIAL Rights

(b) on the same terms and at the same price as any bona fide offer for said premises received by lessor and which offer lessor desires to accept. Upon receipt of a bona fide offer, and each time any such offer is received, lessor shall immediately notify lessee in writing of the full details of such offer, including the name and address of the offeror, whereupon lessee shall have thirty (30) days after receipt of such notice in which to elect to exercise lessee's prior right to purchase. No sale of or transfer of title to said premises shall be binding on lessee unless and until the foregoing requirements are fully complied with. If lessee elects to exercise lessee's prior right to purchase pursuant to any such bona fide offer, it is agreed that the terms and conditions set forth in the next to the last paragraph hereof shall govern such purchase.

Each such option herein granted shall be independent of the other, shall be pre-emptive and continuing, and shall be binding upon lessor, lessor's heirs, devisees, legal representatives, successors and assigns. The election by lessee not to purchase said premises in the case of any bona fide offer referred to in (b) above shall not terminate or in any wise affect either of such options but each shall thereafter continue unaffected as set forth in this paragraph.

Upon receipt of lessee's notice of election to exercise either of the options granted herein, which notice shall be given in accordance with the Notice Clause of this lease, lessor shall immediately deliver to lessee, at lessor's expense, a complete abstract of title or other evidence of title satisfactory to lessee, and shall also furnish, at lessor's expense, an up-to-date survey by a licensed or registered professional engineer or surveyor showing elevation of property and corners marked with concrete monuments, upon receipt of which the lessee shall have a reasonable time in which to examine title, and upon completion of such examination, if title is found satisfactory, and upon tender of the purchase price to lessor, lessor shall promptly deliver to lessee a good and sufficient Warranty Deed conveying the premises to lessee free and clear of all encumbrances (including, but without limiting, any rights of dower or curtesy). All rentals and taxes shall be prorated between grantor and grantee to the date of delivery of the aforesaid deed.

Lessee's notice of election to purchase pursuant to either of the options granted in this clause shall be sufficient if deposited in the mail addressed to lessor or if sent by telegraph at or before midnight of the day on which the option period expires.

(10)—**Application of Option Purchase Price.** In event accruing rentals are insufficient to reimburse lessee for expenditures made by lessee as authorized hereunder, and in event lessee exercises the option to purchase the demised premises, lessee may apply such part of the purchase price as is necessary to (a) completely reimburse itself for such expenditures and (b) pay any other indebtedness of lessor to lessee, together with interest at six per cent.

(11)—**Option to Extend Term.** (a) The lessor hereby grants to lessee the right and option to extend this lease for three successive five (5) year periods upon the same terms, covenants and conditions as in this lease contained. Notice of leessee's election to exercise any or all of said options shall be by writing, addressed to lessor at least sixty (60) days prior to expiration of the initial term or the first or second option period, and notice thereof shall be deemed sufficient if given in the manner hereinafter provided. Lessee shall notify lessor in writing of its election to extend this lease sixty (60) days prior to the date of the expiration of the term of this lease and notice thereof shall be deemed sufficient if given in the manner hereinafter provided.

(b) If at any time during the term of this lease or any extension or renewal thereof, lessor shall receive a bona fide offer to lease the demised premises for a term to begin subsequent to the present demised term or any extension or renewal thereof, and lessor desires to accept such offer, lessor shall immediately submit to lessee a written copy of such offer with a full disclosure of all terms and provisions thereof and lessee shall have thirty (30) days after receipt thereof in which to elect to lease said premises upon the same terms and provisions contained in such offer.

Recorded May 7, 1965 9 A. M.

(c) In the event lessee is granted an option to extend under the provisions of paragraph (11)(a), it is agreed that if lessee does not in any instance elect to lease said premises in accordance with the provisions of paragraph (11)(b), such failure shall in no way limit or affect lessee's right and option to extend this lease as provided in paragraph (11)(a).

(12)—Holdover. If, at the expiration or termination of this lease or any extension thereof, lessee shall hold over for any reason, the tenancy of lessee thereafter shall be from month to month only and be subject to all other terms and conditions of this lease, in the absence of a written agreement to the contrary.

(13)—Assignment and Sub-letting. Lessor consents that lessee may assign or sub-let the premises, provided that lessee shall remain liable to lessor for the performance of all the terms hereof.

(14)—Notice. Notices from lessee to lessor shall be sufficient if delivered to lessor, or if sent by telegraph, or if placed in the United States mails addressed to the lessor at the address shown in this lease. Notices from lessor to lessee shall be sufficient if posted in the United States mails, postage prepaid, addressed to the lessee's place of business as shown in this lease.

(15)—Change in Ownership. No change in ownership, assignment of this lease, or assignment of rentals hereunder shall be binding upon lessee unless and until lessee has been furnished either the original instrument evidencing such transfer, or assignment, or a true copy thereof.

(16)—Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors or assigns.

(17)—Entirety of Agreement. No prior stipulation, agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the provisions of this lease.

(18)—Approval and Signing by Lessee. This agreement shall not be binding on Texaco Inc. until approved and signed on its behalf by a duly authorized officer or employee. Commencement of performance hereunder prior to such approval and signing shall in no case be construed as a waiver by Texaco Inc. of the foregoing requirement.

(19)--ADDITIONS AND ALTERATIONS TO EXISTING SERVICE STATION IMPROVEMENTS. Lessor hereby agrees at lessor's expense to construct or cause to be constructed upon demised premises for the use of lessee:

a. Add porcelain enamel veneer to front and two ends of service station building.

b. Remove, refinish and replace awning.

c. Install ceramic tile in two restrooms.

d. Replace commodes and lavatories in two restrooms.

e. Retile floor in sales room.

f. Remove and replace 735 square feet of six inch reinforced concrete in tank area.

g. Replace electrical work to and on pump islands.

h. Remove third open bay and fill open pit.

Said additions and alterations to be made in accordance with General Arrangement Plan No. LB330 dated July 9, 1947, as last revised March 12, 1965, and Plans and Specifications as furnished by lessee. Porcelain enamel to be fabricated and erected by supplier approved by Texaco Inc. and in accordance with Texaco Inc. specifications as to design and quality.

In the event of lessor's failure to construct or complete the additions and alterations as provided for herein within 180 days after delivery by lessee to lessor of this lease duly approved and signed, and Plans and Specifications as above provided, lessee may, at its election, construct or complete said additions and alterations at the expense of lessor and have the right to apply accruing rentals for the purpose of reimbursing itself for the principal expenditure, together with interest at six (6 %) per cent.

Lessor may enter upon the demised premises for the purpose of performing the obligations herein provided for and shall procure, either in lessor's or lessee's name, any and all permits required under existing laws for construction, additions, and alterations to be made on the demised premises, and upon demand of lessee shall assign and transfer said permits to lessee in proper form, meeting all requirements of law.

Witness F. L. Williams

Witness T. J. Whitehead

F. L. Williams

T. J. Whitehead

TEXACO INC. (Lessee)

By J. A. Glover

J. A. Glover
DIVISION SALES MANAGER

Approved as to: Terms T. J. Whitehead Description E. E. Marton Form

(For Acknowledgments see reverse side)

Recorded May 7, 1965 9 A. M.

DEEDS

252

(Acknowledgments)

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

Personally appeared before me J.B. Rhodes (Witness) who, being sworn, says that he saw the within named Evelyn Bennett and W.M. Bennett, sign, seal, and as her act and deed deliver the foregoing instrument for the purpose therein mentioned, and that he with Miriam Smith (Witness) witnessed the execution thereof.

Sworn to before me this 12th day of March A.D. 1965

J. B. Rhodes

Marjorie A. Kinard
(Notary Public) of South Carolina
Commission expires at will of Governor

STATE OF GEORGIA)
COUNTY OF FULTON)

Personally appeared before me T. J. Whitehead (witness) who, being duly sworn, says that he saw the within named J. A. Glover sign, seal and as his act and deed deliver the foregoing instrument for the prupose therein mentioned, and that he with P. L. Williams (witness) witnessed the execution thereof.

Sworn to before me this 27th day of April A.D. 1965.

T. J. Whitehead (Witness)

James Pirkle
Notary Public in and for
Fulton County, Georgia

James Pirkle

My commission expires Notary Public, Georgia State at Large My Commission Expires Nov. 7, 1968

Recorded May 7, 1965 9 A. M.

Return to
TEXACO Inc.
Legal Department
Att: A. E. Hirsch
P. O. Box 52338
Houston 1, Texas

253 ~~67~~

SOUTH CAROLINA
TITLE TO REAL ESTATE

Title not examined. A. T. S.

KNOW ALL MEN BY THESE PRESENTS that Modern Homes Construction Company, a Florida Corporation with its principal office in Atlanta, Georgia for and in consideration of the sum of

Seven Thousand and 00/100 Dollars ($7,000.00), to it paid by

Marvin McGrady and Lula F. McGrady

of Colleton State of South Carolina, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, sell and release unto the said

Marvin McGrady and Lula F. McGrady

their heirs and assigns, forever, certain real estate in Colleton County, South Carolina, described as follows:

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, lying and being in Hampton Drive Subdivision, near the Town of Walterboro, Colleton County, State of South Carolina, being Lot No. One Hundred Thirty-four (134) of said Subdivision, delineated on a plat prepared by C. E. Miley, Jr., Registered Land Surveyor, dated 30 August 1964, and measuring and bounding as follows: Measuring One Hundred (100) feet on the Northern line and bounded on the North by Fifth Street; measuring One Hundred Fifty (150) feet on the Eastern line and bounded on the East by Lot No. One Hundred Thirty-three (133), shown on said plat; measuring One Hundred (100) feet on the Southern line and bounded on the South by Lot No. One Hundred Seventeen (117), shown on said plat; and measuring One Hundred Fifty (150) feet on the Western line and bounded on the West by Lot No. One Hundred Thirty-five (135), shown on said plat; be all of the said measurements more or less.

This is the same lot of land conveyed to Modern Homes Construction Company by L. O. Fishburne, et al by deed dated December 12, 1964, and recorded December 14, 1964, in the Office of the Clerk of Court for Colleton County, S. C. at Walterboro in Deed Book 137, at Page 121.

This deed is made in conformity with Contract to Sell Real Estate for Cash executed between Modern Homes Construction Company and Marvin McGrady dated February 17, 1965.

Together with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said

Ford C. McGrady and Lula F. McGrady, their

heirs and assigns forever.

And Modern Homes Construction Company does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Milford C. McGrady and Lula F. McGrady

their heirs and Assigns against it, its successors and assigns, and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS WHEREOF the said Modern Homes Construction Company, acting by and through its thereunto duly authorized officers, has caused this instrument to be executed and its corporate seal hereunto to be affixed, all upon the 28th day of April in the year of our Lord Nineteen Hundred and 65th year of the Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of:

MODERN HOMES CONSTRUCTION COMPANY (SEAL)

By: M. E. Deloach, Vice President

Attest: Sister [illegible] Bell, Assistant Secretary

Recorded May 7, 1965 12 A. M.

DEEDS

254

STATE OF GEORGIA,
COUNTY OF LOWNDES.

Personally appeared before me Carolyn B. Garrett who being duly sworn, says she saw the corporate seal of Modern Homes Construction Company affixed to the foregoing instrument that she also saw M. M. DeLoach Vice-President and Glen B. Asbell, Assistant Secretary of the said Modern Homes Construction Company sign and attest the same, and that she with Joan C. Daugherty witnessed the execution and delivery thereof as the act and deed of the said Modern Homes Construction Company.

Carolyn B. Garrett

Sworn to and subscribed before me,

this 28th day of April 19 65

Joan C. Daugherty
Notary Public of Georgia

Notary Public, Ga. State at Large
My Commission Expir. Dec. 15, 1968

State of South Carolina

County of

TO

TITLE TO REAL ESTATE

I hereby certify that the within Deed was filed for record in my office at 10 A. M. o'clock on the 7th day of May 19 65 and was immediately entered upon the proper indexes and duly recorded in Book of Deeds, page

W. P. Crawley
Clerk of Court of Common Pleas and General Sessions for Colleton County, S. C.

I hereby certify that the within Deed has been filed day of , A. D. 19 . Recorded in Book of Deeds, Page

Auditor

for County

BOOK 133

255

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that XXXXX Estate of J. P. Strickland
Hwy 217, Smoaks, South Carolina

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 XXXXXXX--SEVENTY--XXXXXXX (-70-) 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 South Carolina Highway # 217

Easterly by lands of H. M. Kinsey

Southerly by lands of Grantor et al

Westerly by lands of F. M. Bennett

Said tract contains 187 acres, more or less, and being the same land deeded to Grantor by Jenie Strickland by deed dated January 14, 1954. Right of way enters Grantor's land from the land of H. M. Kinsey thence extending across Grantor's land in a westerly direction to the land of F. M. Bennett.

Right of way to be as shown on Dwg. of South Carolina Electric & Gas Company No. CP-10300, February 8, 1965. It is agreed and understood between the parties hereto that said money be paid to Verna P. Strickland 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, takeovers 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 Fifty -------00/100 Dollars ($ 250.00) 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~~ May 5, 1965

Heirs to Est. J. P. Strickland

WITNESS:

Adell Strickland
Shealy Gilbert

(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
David A. Strickland (SEAL)
J. C. Strickland (SEAL)
J. P. Strickland (SEAL)
Ben W. Strickland
Mrs. Verna P. Strickland

Form SW-1-80-1-65

recorded 5/14/65 2 P. M.

DEEDS

256

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me Adell Strickland

and made oath that she saw the within named David A. Strickland, J. C. Strickland, J. P. Strickland, Ben W. Strickland and Verna P. Strickland, Hiers sign, seal and as their act and deed, deliver the within written instrument and that he with Shealy G. Pendarvis witnessed the execution thereof

Sworn to before me this

5th day of May A.D. 1965 Adell Strickland

Shealy G. Pendarvis, seal affixed (L.S.)

Notary Public for S. C.

BOOK 133

257

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that Estate of J. P. Strickland

Hwy 217, Smoaks, South Carolina

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

FORTY (40) 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 South Carolina Highway # 217

Easterly by lands of H. M. Kinsey

Southerly by lands of Grantor et al

Westerly by lands of F. M. Bennett

Said tract contains 187 acres, more or less, and being the same land deeded to Grantor by Jenie Strickland by deed dated January 14, 1954. Right of way enters Grantor's land from the land of H. M. Kinsey thence extending across Grantor's land in a westerly direction to the land of F. M. Bennett.

Right of way to be as shown on Dwg. of South Carolina Electric & Gas Company No. CP-10300. February 8, 1965. It is agreed and understood between the parties hereto that said money be paid to Verna P. Strickland 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, 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 Three Hundred Fifty ------00/100 Dollars ($ 350.00) 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 this day and year first above written May 5, 1965

Heirs to Est. J. P. Strickland

(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
David A. Strickland (SEAL)
J. C. Strickland
J. P. Strickland (SEAL)
Ben W. Strickland (SEAL)
Verna P. Strickland

WITNESS:

Recorded 5/14/65 2 P. M.

Form RW-1-SC-1-66

DEEDS

258

258

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me Adell Strickland

and made oath that she saw the within named David A. Strickland, J. C. Strickland, J. P. Strickland, Ben W. Strickland and Verna P. Strickland, Heirs sign, seal and as their act and deed, deliver the within written instrument and that he with Shealy G. Pendarvis witnessed the execution thereof

Sworn to before me this

5th day of May A.D. 19 65 Adell Strickland

Shealy G. Pendarvis (SEAL) affixed

Notary Public for S. C.

BOOK 133

259

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) W. B. Kinsey
Highway 217, Smoaks, South Carolina

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 Thirty (30) 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. Highway #217

Easterly by lands of Maggie McCants

Southerly by lands of Smith Estate

Westerly by lands of I. W. Goodwin

Said tract contains 148 acres, more or less, and being the same land deeded to Grantor by Heirs to the Estate of Mattie R. Kinsey by deed dated October 15, 1942. Right of way enters Grantor's land from the land of Maggie McCants; thence extending across Grantor's land in a westerly direction to the land of I. W. Goodwin and Smith Estate. Right of way to be as shown on drawing of South Carolina Electric & Gas Company No. CP-10300, February 8, 1965.

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 Two Hundred Seventy-five --00/100 Dollars ($ 275.00) 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 15th day of April, 19 65

W. B. Kinsey (SEAL)
W. B. Kinsey (SEAL)
(SEAL)
(SEAL)
Recorded 5/14/65 2 P. M. (SEAL)
(SEAL)
(SEAL)

WITNESS:
Gladys S. Goodwin
Sherry W. Sandavin

Form SW-1 REV 7-63

DEEDS

259

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me Gladys S. Goodwin

and made oath that she saw the within named W. B. Kinsey sign, seal and as his act and Deed, deliver the within written instrument and that he with Shealy G. Pendarvis witnessed the execution thereof

Sworn to before me this 15th day of April A.D. 1965 ~~Gladys S. Goodwin~~

Shealy G. Pendarvis (Seal affixed
Notary Public for S. C.

BOOK 133

261

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) W. B. Kinsey

Highway 217, Smoaks, South Carolina

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

Seventy (70) 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. Highway #217

Easterly by lands of Maggie McCants

Southerly by lands of Smith Estate

Westerly by lands of I. W. Goodwin

Said tract contains 148 acres, more or less, and being some land deeded to Grantor by Heirs to Estate of Mattie R. Kinsey by deed dated October 15, 1942. Right of way enters Grantor's land from the land of Maggie McCants; thence extending across Grantor's land in a westerly direction to the land of I. W. Goodwin and Smith Estate; right of way to be as shown on drawing of South Carolina Electric & Gas Company No. CP-10300, February 8, 1965.

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 -----00/100 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 15th day of April, 1965.

W. B. Kinsey (SEAL)

W. B. Kinsey (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

WITNESS:

Gladys S. Goodwin

Shirley G. Rodgers

Recorded 5/14/65 2 P. M.

Form RW-1-RC-6-63

DEEDS

262

262

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me Gladys S. Goodwin

and made oath that she saw the within named W. B. Kinsey sign, seal and as his act and Deed, deliver the within written instrument and that he with Shealy G. Pendarvis witnessed the execution thereof

Sworn to before me this 15th day of April A.D. 1965 Gladys S. Goodwin

Shealy G. Pendarvis seal affixed
Notary Public for S. C.

BOOK 133

263

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) W. B. Kinsey

Highway 217, Smoaks, South Carolina

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 Thirty (30) 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 South Carolina Highway #217

Easterly by lands of I. W. Goodwin and Smith Estate

Southerly by lands of H. R. Robinson and Smith Estate

Westerly by lands of A. L. Smoak

Said tract contains 148 acres, more or less, and being the same land deeded to Grantor by Heirs to the Estate of Mattie R. Kinsey by deed dated October 15, 1942. Right of way enters Grantor's land from the lands of Smith Estate and I. W. Goodwin; thence extending across Grantor's land in a westerly direction to the land of A. L. Smoak and W. H. Varn. Right of way to be as shown on drawing of South Carolina Electric & Gas Company No. CP-10300, February 8, 1965.

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 Twenty-five ---00/100 Dollars ($ 125.00) 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 15th day of April, 19 65

W B Kinsey (SEAL)

W. B. Kinsey (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

WITNESS:

Gladys S. Goodwin

Vicky B. Rodgers

Recorded 5/14/65 2 P. M.

Form BW-1 (R) 6-63

DEEDS

26 ½

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me
Gladys S. Goodwin

and made oath that she saw the within named
W. B. Kinsey sign, seal and as his
act and Deed, deliver the within written instrument and that he with
Shealy G. Pendarvis witnessed the execution thereof
sworn to before me this
15th day of April A.D. 1965 Gladys S. Goodwin
Shealy G. Pendarvis (L.S.) al affixed
Notary Public for S. C.

BOOK 133

26

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Bessie B. Hiott

Highway #15, Canadys, South Carolina

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

---Seventy--- (70-) 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 Grantor et al 71-9

Easterly by lands of L. W. Turner

Southerly by lands of Grantor et al

Westerly by lands of Lucy Salley

Said tract contains 60 acres, more or less, and being the same land deeded to Grantor by Calvin Daniels by deeds dated Oct. 14 1935 Right-of-way enters Grantor's land from the land of L. W. Turner thence extending across Grantors land in a westerly direction to the land of Lucy Salley, XXXXXXXXXXXXX Right-of-way to be as shown on Dwg. of South Carolina Electric & Gas Company #CP-10,300, Feb. 8,1965.

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, meters 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 Six Hundred --00/100 Dollars ($ 600.00) 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 25th day of March, 19 65.

Mrs. Bessie B. Hiott (SEAL)

WITNESS:

E. Frances Hiott

Shealy E. Henderson

Mrs. Bessie B. Hiott (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Recorded 5/14/65 2 P. M.

Form RW-1 (R) 6-62

DEEDS

268

...CAROLINA
...LETON

Personally appeared before me
E. Frances Hiott

...ith that she saw the within named
Bessie B. Hiott sign, seal and as her
act and Deed, deliver the within written instrument and that he with
Shealy G. Pendarvis witnessed the execution thereof
sworn to before me this
25th day of March A.D. 1965 ~~E. Frances Hiott~~
Shealy G. Pendarvis (L.S.)
Notary Public for S. C.
Seal affixed

BOOK 133

265
267

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (~~we~~) Nivia C. Hiers (Mrs. J. M. Hiers)

Highway 217, Smoaks, South Carolina

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

Seventy (-70-) 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 South Carolina Highway 217

Easterly by Lands of Martin Thomas

Southerly by lands of W. H. Varn

Westerly by lands of Maggie McCants

Said tract contains 286 Acres, more or less, and being the same land deeded to Grantor by J. M. Hiers by deed dated September 15, 1955. Right-of-way enters Grantor's land from the land of Martin Thomas thence extending across Grantor's land in a westerly direction to the land of Maggie McCants, ~~XXXXXX~~ ~~XXXXXX~~ right-of-way to be as shown on Drawning of South Carolina Electric & Gas Company No. CP-10300, February 8, 1965.

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 Seventy --00/100 Dollars ($170.00) 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 of 19

Nivia C. Hiers (Mrs. J. M. Hiers) (SEAL)
Nivia C. Hiers (Mrs. J. M. Hiers) (SEAL)

WITNESS:
Jane H. Elliott
Shirley G. Bendavis

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

recorded 5/14/65 2 P. M.

Form

DEEDS

268

...H CAROLINA
... OF COLLETON

Personally appeared before me James H. Peters

and made oath that he saw the within named Nivia C. Hiers (Mrs. J. M. Hiers) sign, seal and as her act and Deed, deliver the within written instrument and that he with Shealy G. Pondarvis witnessed the execution thereof

Sworn to before me this 10th day of April A.D. 1965 James H. Peters (L.S.)

Shealy G. Pondarvis (SEAL) affixed

Notary Public for S. C.

BOOK 133

269

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that ~~I(WE)~~ Nivia C. Hiers (Mrs. J.M. Hiers)

Highway 217, Smoaks, South Carolina

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

Thirty-five (-35-) 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 South Carolina Highway 217

Easterly by lands of Martin Thomas

Southerly by lands of W. H. Varn

Westerly by lands of Maggie McCants

Said tract contains 286 acres, more or less, and being the same land deeded to Grantor by J. M. Hiers by deed dated September 15, 1955. Right-of-way enters Grantor's land from the land of Martin Thomas thence extending across Grantor's land in a westerly direction to the land of Maggie McCants, ~~xxxxxxxxxxxxxxx~~ right-of-way to be as shown on drawing of South Carolina Electric & Gas Company No. CP-10300, February 8, 1965

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 Four Hundred Fifty ----00/100 Dollars ($450.00) 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 10th day of April, 19 65.

WITNESS: James H. Pelton

Nivia C. Hiers (Mrs. J.M. Hiers) (SEAL)

Nivia C. Hiers (Mrs. J. M. Hiers) (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

recorded 5/14/65 2 P. M.

Form RW-1-SCL-6-63

DEEDS

280

...H CAROLINA
... OF COLLETON

Personally appeared before me
James H. Peters

and made oath that he saw the within named Nivia C. Hiers (Mrs. J. M. Hiers) sign, seal and as her act and Deed, deliver the within written instrument and that he with Shealy G. Pendarvis witnessed the execution thereof

Sworn to before me this
10th day of April A.D. 1965 James H. Peters.

Shealy G. Pendarvis (L.S.)
Notary Public for S. C.

BOOK 133

271

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Adell Strickland

Highway 217, Smoaks, South Carolina

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

---THIRTY--- (-30-) 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 South Carolina Highway # 217

Easterly by lands of J. P. Strickland Estate

Southerly by lands of J. P. Strickland Estate

Westerly by lands of F. M. Bennett and Charlie Benett

Said tract contains 40 acres, more or less, and being the same land deeded to Grantor by Jenie Strickland by deed dated January 14, 1954. Right of way enters Grantor's land from the land of J. P. Strickland Estate thence extending across Grantor's land in a westerly direction to the land of F.M. Bennett and Charlie Bennett.

Right of way to be as shown on Dwg. of South Carolina Electric & Gas Company No. CP-10300, February 8, 1965

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 -------00/100 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 ~~XXXXXXXXXXXXXXXXXXXX~~ 21th day of 1965

WITNESS:

Adell Strickland (SEAL)
Adell Strickland (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

recorded 5/14/65 2 P. M.

DEEDS

272

... CAROLINA
... OF COLLETON

Personally appeared before me
J. P. Strickland

and made oath that he saw the within named
Adell Strickland sign, seal and as her
act and Deed, deliver the within written instrument and that he with
Shealy G. Pendarvis witnessed the execution thereof
Sworn to before me this
21st day of April A.D. 65 J. P. Strickland
Shealy G. Pendarvis - seal affixed
Notary Public for S. C.

BOOK 133

223

State of South Carolina,
County of COLLETON

KNOW ALL MEN BY THESE PRESENTS that I (We) We Lucy Salley and Kizzie Salley
Canadys, S.C.

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 seventy (70') 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 Hiott & Salley

Easterly by lands of Hiott

Southerly by lands of Strickland

Westerly by lands of W.H.Varn

A tract of land located about four miles west of Canadys, S.C. containing 222 acres more or less and being the same land conveyed to Grantor about 1900 by Finoken & Myers.

Right of way enters Grantor's land from the lands of Hiott thence extending across Grantor's land in a westerly direction to the lands of W.H.Varn, ~~XXXXXXXXXXXX~~ right of way to be as shown on South Carolina Electric & Gas Co. Print No.CP-10300 dated Feb.8,1965.

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, 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 Sixty ---00/100 Dollars ($ 460.00) 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 10th day of April, 19 65.

WITNESS:
Hallie Rishel
Shirley B. Williams

Lucy Salley (SEAL)
Kizzie Salley (SEAL)
Lucy Salley (SEAL)
Kizzie Salley (SEAL)
(SEAL)
recorded 5/14/65 2 P. M. (SEAL)
(SEAL)

Form RW-1 (SC) 6-62

274

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me Hattie Risher

and made oath that she saw the within named Lucy Salley and Kizzie Salley sign, seal and as their act and deed, deliver the within written instrument and that he with Shealy G. Pendarvis witnessed the execution thereof

Sworn to before me this 10th day of April A.D. 1965 Hattie Risher (L.S.)

Shealey G. Pendarvis affixed
Notary Public for S. C.

BOOK 133

275

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (WE) Lutitia Carter

S. C. Hwy #235, Canadys, South Carolina

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

--FORTY-- (-40-) 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. P. Bailey

Easterly by lands of J. P. Bailey

Southerly by lands of Grantor et al

Westerly by lands of South Carolina Highway #235

Said tract contains 33 acres, more or less, and being the same land deeded to Grantor by A. A. Bailey by deed dated Oct. 15, 1954. Right of way enters Grantor's land from the land of J. P. Bailey thence extending across Grantor's land in a westerly direction to the land of L. H. Turner.

Right of way to be as shown on Dwg. of South Carolina Electric & Gas Company No. CP-10100, February 8, 1965.

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 Ninety --00/100 Dollars ($190.00) 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 30th day of March, 19 65

Lutitia Carter (SEAL)

Lutitia Carter (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

WITNESS:

J. P. Bailey

Shirley B. Anderson

recorded 5/14/65 2 P. M.

Form RW-1 6-63

DEEDS

276

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me J. P. Bailey

and made oath that he saw the within named Lutitia Carter sign, seal and as her act and Deed, deliver the within written instrument and that he with Shealy G. Pendarvis witnessed the execution thereof

Sworn to before me this 30th day of March A.D. 1965 J. P. Bailey (L.S.)

Shealy G. Pendarvis (L.S.) affixed

Notary Public for S. C.

BOOK 133

277

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Maggie McCants and Vola Mae Davis

S. C. Hwy #217, Smoaks, South Carolina

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 Seventy (-70-) 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 South Carolina Highway 217

Easterly by lands of J. M. Hiers

Southerly by lands of Eddie Brown

Westerly by lands of W. B. Kinsey

Said tract contains 161 Acres, more or less, and being the same land deeded to Grantor by M. A. Tisdale by deed dated December 23, 1942. Right-of-way enters Grantor's land from the land of J.M. Hiers thence extending across Grantor's land in a westerly direction to the land of W.B. Kinsey, ~~xxxxx~~ line of right-of-way to be as shown on Dwg. of South Carolina Electric & Gas Company No. CP-10300, February 8, 1965.

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, drovers 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 Twenty-five--00/100 Dollars ($225.00) 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 7th day of April, 1965.

WITNESS:
Mrs. Steve J. Thomas
Shirley B. Simpson

Maggie McCants (SEAL)
Vola Mae Davis (SEAL)
Maggie McCants (SEAL)
Vola Mae Davis (SEAL)
(SEAL)
(SEAL)
(SEAL)

recorded 5/14/65 2 P. M.

Form SR-1 (R) 6-62

DEEDS

278

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

personally appeared before me
Mrs. Steve Thomas

and made oath that she saw the within named Maggie McCants and
Vela Mae Davis sign, seal and as their
act and Deed, deliver the within written instrument and that he with
Shealy G. Pendarvis witnessed the execution thereof
Sworn to before me this
7th day of April A.D. 19 65 Mrs. Steve Thomas
Shealy G. Pendarvis (L.S.)
Notary Public for S. C
Seal affixed

BOOK 133

279

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Charlie W. Bennett
Highway 217, Smoaks, South Carolina

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 --SEVENTY-- (-70-) 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 South Carolina Highway #217

Easterly by lands of J. P. Strickland Estate

Southerly by lands of Grantor et al

Westerly by lands of Padgett

Said tract contains 77 acres, more or less, and being the same land deeded to Grantor by Lilie Bell Bennett Estate by deed dated Feb.25 1932. Right of way enters Grantor's land from the land of J. P. Strickland Estate thence extending across Grantor's land in a westerly direction to the land of V. Padgett.

Right of way to be as shown on Dwg. of South Carolina Electric & Gas Company No. CP-10300, February 8, 1965

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 Four Hundred Fifty --oo/100 Dollars ($ 450.00) 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 29th day of April, 19 65

Charlie W. Bennett (SEAL)

WITNESS

Josephine Y. Bennett

Shirley E. Hendrix

Recorded 5/14/65 2 P. M. (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Form RW 1 90 6-62

DEEDS

280

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me Josephine Y. Bennett and made oath that she saw the within named Charlie W. Bennett sign, seal and as his act and Deed, deliver the within written instrument and that he with Shealy G. Pendarvis witnessed the execution thereof

Sworn to before me this 29 day of April A.D. 1965 Josephine Y. Bennett

Shealy G. Bendarvis (L.S.)
Notary Public for S. C.

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

I, Shealy G. Pendarvis, a Notary Public for S. do hereby certify unto all whom it may concern, that Mrs. Josephine Y. Bennett the wife of the within-named Charlie W. Bennett 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 S. C. Electric & Gas Company, 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.

GIVEN under my hand and seal this 29th day of April, A. D. 1965

Shealy G. Pendarvis - seal affi(SEAL) Josephine Y. Bennett
Notary Public for South Carolina

BOOK 133

281

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Charlie W. Bennett

Highway 217, Smoaks, South Carolina

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

--THIRTY-- (-30-) 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 South Carolina Hwy #217

Easterly by lands of J. P. Strickland Estate

Southerly by lands of Grantor et al

Westerly by lands of Padgett

Said tract contains 77 acres, more or less, and being the same land deeded to Grantor by Lilie Bell Bennett Estate by deed dated Feb. 25, 1932. Right of way enters Grantor's land from the land of J. P. Strickland Estate thence extending across Grantor's land in a westerly direction to the land of V. Padgett.

Right of way to be as shown on Dwg. of South Carolina Electric & Gas Company No. CP-10300, February 8, 1965

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, drovers 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 Fifty --00/100 Dollars ($ 250.00) 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 29th day of April, 19 65.

Charlie W Bennett (SEAL)

WITNESS:

Recorded May 14, 1965 2 P. M.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Form RW-1-RC-6-63

DEEDS

282

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me Josephine Y. Bennett

and made oath that she saw the within named Charlie W. Bennett sign, seal and as his act and Deed, deliver the within written instrument and that he with Shealy G. Pendarvis witnessed the execution thereof

Sworn to before me this 29 day of April A.D. 19 65 Josephine Y. Bennett

Shealy G. Pendarvis - seal affixed (L.S.)
Notary Public for S. C.

THE STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

I, Shealy G. Pendarvis, a Notary Public for S. C. do hereby certify unto all those it may concern that Mrs. Josephine Y. Bennett the wife of the within-named Charlie W. Bennett 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 S. C. Electric & Gas Co. 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 release

GIVEN under my Hand and seal this 29th day of April, A. D., 1965

Josephine Y. Bennett

Shealy G. Pendarvis - seal affixed (SEAL)
Notary Public for South Carolina

BOOK 133

283

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) M. H. Bailey

Highway 61, Canadys, South Carolina

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

--SEVENTY-- (-70-) 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 Atlantic Coast Line Railroad

Easterly by lands of C. A. Bailey et al

Southerly by lands of Grantor et al

Westerly by lands of J. P. Bailey et al

Said tract contains 150 acres, more or less, and being the same land deeded to Grantor by Bee Strickland by deed dated Nov. 3, 1951. Right of way enters Grantor's land from the land of C. A. Bailey thence extending across Grantor's land in a westerly direction to the land of J. P. Bailey.

Right of way to be as shown on Dwg. of South Carolina Electric & Gas Company CP-10300, February 8, 1965

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 Seventy-five --00/100 Dollars ($ 175.00) 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~~: April 29, 1965

M. H. Bailey (SEAL)
M. H. Bailey (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS:
Estelle L. Bailey
[illegible]

recorded 5/14/65 2 P. M.

Form SW-1-SC-1-64

DEEDS

284

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me Edith F. Bailey

and made oath that she saw the within named M. H. Bailey sign, seal and as his act and deed, deliver the within written instrument and that he with Shealy G. Pendarvis witnessed the execution thereof

Sworn to before me this 29th day of April A.D. 1965 Edith F. Bailey

Shealy G. Pendarvis-seal affixed
Notary Public for S. C.

THE STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

I, Shealy G. Pendarvis, a Notary Public for S. C. do hereby certify unto all whom it may concern that Mrs. Edith F. Bailey the wife of the within-named M/ H. 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 S. C. Electric & Gas Co. 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 release

GIVEN under my hand and seal this 29th day of April, A. D., 1965

Edith F. Bailey

Shealy G. Pendarvis - seal affixed (SEAL)
Notary Public for South Carolina

BOOK 133

280

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) I. W. Goodwin

Smoaks, South Carolina

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

Thirty (30) 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. B. Kinsey

Easterly by lands of W. B. Kinsey

Southerly by lands of Smith Estate

Westerly by lands of W. B. Kinsey

Said tract contains 59 acres, more or less, and being the same land deeded to Grantor by W. D. Kinsey by deed dated November 7, 1936. Right of way enters Grantor's land from the land of W. B. Kinsey; thence extends across Grantor's land in a westerly direction to the land of W. B. Kinsey. Right of way to be as shown on drawing of South Carolina Electric & Gas Company No. CP-10300, February 8, 1965.

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 Four Hundred ------00/100 Dollars ($ 400.00) 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 15th day of April, 1965.

I. W. Goodwin (SEAL)

I. W. Goodwin (SEAL)

WITNESS:

Gladys S. Goodwin

Sheila G. Bedard

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Recorded 5/14/65 -- 2 P. M.

(SEAL)

(SEAL)

Form RW-1-M-6-62

DEEDS

286

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me Gladys S. Goodwin

and made oath that she saw the within named I. W. Goodwin sign, seal and as his act and deed, deliver the within written instrument and that he with Shealy G. Pendarvis witnessed the execution thereof

Sworn to before me this 15th day of April A.D. 1965 Gladys S. Goodwin (L.S.)

Shealy G. Pendarvis - seal affixed (L.S.)
Notary Public for S. C.

THE STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

I, Shealy G. Pendarvis, a Notary Public for S. C. do hereby certify unto all whom it may concern that Mrs. Gladys S. Goodwin the wife of the within-named I. W. Goodwin 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 Co. Heirs and Assigs, 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.

GIVEN under my Hand and seal this 15th day of April, A. D., 1965

Gladys S. Goodwin

Shealy G. Pendarvis- Seal affixed (SEAL)
Notary Public for South Carolina

BOOK 133

287

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Cammie B. Turner and Lloyd Turner Highway 235, Canadys, South Carolina

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 ---Seventy -- (-70-) 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. B. Bailey et al

Easterly by lands of South Carolina Highway 235

Southerly by lands of Strickland

Westerly by lands of Bessie Hiott et al

Said tract contains 78 acres, more or less, and being the same land deeded to Grantor by C. N. Langdale by deeds dated June 23, 1938. Right-of-way enters Grantor's land from the land of J. C. Carter and J. P. Bailey thence extending across Grantor's land in a westerly direction to the land of Bessie Hiott, ~~XXXXXX~~ ~~XXXXXXX~~ Right-of-way to be as shown on Dwg. of South Carolina Electric & Gas Company #CP-10,300, February 8, 1965

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 Thirty ---00/100 Dollars ($ 530.00) 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 laiming 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 26 day of March, 1965.

WITNESS:
W. E. Zeigler Jr.
Shealy L. Rendon

Cammie B. Turner (SEAL)
Lloyd Turner (SEAL)
(SEAL)
Cammie B. Turner (SEAL)
Lloyd Turner (SEAL)
(SEAL)
(SEAL)

Recorded 5/14/65 2 P. M.

Form SW-1-SC-6-63

DEEDS

288

THE STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me W. E. Fender, Sr.

and made oath that he saw the within named Cammie B. Turner and Lloyd Turner sign, seal and as their act and Deed, deliver the within written instrument and that he with Shealy G. Pendarvis witnessed the execution thereof

Sworn to before me this 26 day of March A.D. 19 65 W. E. Fender, Sr.

Shealy G. Pendarvis - seal affixed (L.S.)
Notary Public for S. C. (L.S.)

THE STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

I, Shealy G. Pendarvis, a Notary Public for S. C. do herby 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 S. C. Electric and Gas Company Heirs and Assigs, 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.

GIVEN under my Hand and seal this 26th day of March, A. D., 1965

Cammie B. Turner

Shealy G. Pendarvis - seal affixed (SEAL)
Notary Public for South Carolina

BOOK 133

289

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (~~We~~) J. P. Bailey

Highway 235, Canadys, South Carolina

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

---Thirty-five ----- (-35-) 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 South Carolina Highway 235

Easterly by lands of N. H. Bailey

Southerly by lands of Grantor et al

Westerly by lands of J. C. Carter

Said tract contains 33 acres, more or less, and being the same land deeded to Grantor by J. E. Bailey by deeds dated Nov. 4, 1947. Right-of-Way enters Grantor's land from the land of N. H. Bailey thence extending across Grantor's land in a westerly direction to the land of L.B. Bailey and L. H. Turner. ~~XXXXX~~ ~~XXXXXXX~~Right-of-way to be as shown on Dwg. of South Carolina Electric & Gas Company, # CP-10,300, February 8, 1965

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 One Hundred Sixty-eight 00/100 Dollars ($ 168.00) 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 30th day of March, 1965.

J. P. Bailey (SEAL)

J. P. Bailey (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

WITNESS:

Rita H. Bailey

Shirley B. Bailey

Recorded 5/14/65 2 P. M.

Form RW-1-MC 6-63

DEEDS

280

CAROLINA
COLLETON

Personally appeared before me
Rita H. Bailey

and made oath that she saw the within named
J. P. Bailey sign, seal and as his
act and Deed, deliver the within written instrument and that he with
Shealy G. Pendarvis witnessed the execution thereof

Sworn to before me this
30 day of March A.D. 1965 Rita H. Bailey (L.S.)
Shealy G. Pendarvis - seal affixed (L.S.)
Notary Public for S. C.

THE STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

I, Shealy G. Pendarvis, a Notary Public for S. C. do herby 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 S. C. Electric & Gas Company Heirs and Assigs, 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.

GIVEN under my Hand and seal this
30th day of March, A. D., 1965

Rita H. Bailey

Shealy G. Pendarvis-Seal affixed (SEAL)
Notary Public for South Carolina

BOOK 133

291

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (we) J. P. Bailey

March 30, 1965 Highway 235, Canadys, South Carolina

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

--Seventy--- (-70-) 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 South Carolina Highway 235

Easterly by lands of N. H. Bailey

Southerly by lands of Grantor et al

Westerly by lands of J. C. Carter

Said tract contains 33 acres, more or less, and being the same land deeded to Grantor by J. E. Bailey by deeds dated Nov. 4 1947. Right of Way enters Grantor's land from the land of N. H. Bailey thence extending across Grantor's land in a westerly direction to the land of L. B. Bailey and L. W. Turner, ~~XXXXXX~~ ~~XXXXXX~~ Right-of-Way to be as shown on Dwg. of South Carolina Electric & Gas Company #CP-10,300, February 8, 1965

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, flowers 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 Thirteen --00/100 Dollars ($ 113.00) 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 30th day of March, 19 65

WITNESS:
Rita H. Bailey
Shirley G. Stanley

J. P. Bailey (SEAL)
J. P. Bailey (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Recorded 5/14/65 2 P. M.

Form RW 1 M 6-63

DEEDS

292

CAROLINA
COLLETON

Personally appeared before me
Rita H. Bailey

and made oath that she saw the within named
J. P. Bailey sign, seal and as his
act and deed, deliver the within written instrument and that he with
Shealy G. Pendarvis witnessed the execution thereof
Sworn to before me this
30th day of March A.D. 1965 ~~Rita H. Bailey~~ L.S.
Shealy G. Pendarvis - seal affixed
Notary Public for S. C.

THE STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

I, Shealy G. Pendarvis, a Notary Public for S. C. do herby 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 S. C. Electric and Gas Company Heirs and Assigs, 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

GIVENunder my Hand and seal this
30thday of March, A. D.,1965

Rita H. Bailey

Shealy G. Pendarvis - seal affixed (SEAL)
Notary Public for South Carolina

RESTRICTIVE COVENANTS GOVERNING AND CONTROLLING BLOCK C OF THE HORSESHOE RIVER CRESCENT, A SUBDIVIDED PORTION OF BONNIE DOONE PLANTATION ON HORSESHOE RIVER IN THE COUNTY OF COLLETON AND STATE OF SOUTH CAROLINA.

The restrictive covenants herein outlined are recorded as a blanket encumbrance against every lot below numbered in that water front subdivision known as The Horseshoe River Crescent in the County of Colleton, State of South Carolina, as delineated on a plat made by S. S. Snook, Registered Surveyor, of date January 14, 1965. The restrictive covenants herein outlined shall apply to the lots in the above mentioned plat of S. S. Snook, Registered Surveyor, of date January 14, 1965, numbered Twenty-Two (22), Twenty-Three (23), Twenty-Four (24), Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27), Twenty-Eight (28), Twenty-Nine (29), Thirty (30), Thirty-One (31), Thirty-Two (32), Thirty-Three (33), Thirty-Four (34), Thirty-Five (35), Thirty-Six (36), Thirty-Seven (37), Thirty-Eight (38), Thirty-Nine (39), Forty (40), Forty-One (41), Forty-Two (42), Forty-Three (43), Forty-Four (44), and Forty-Five (45).

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until February 1985, at which time said covenants shall be automatically extended for successive periods of Ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

2. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

3. Invalidation of any one of these covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. All lots in the tract, as above numbered, shall be known as residential lots.

5. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling, to cost no less than $3,000.00 in conjunction with which can be constructed a private garage and other outbuildings necessary to the domestic use of the said residential building; except a new structure of the patio, screened porch or terrace type, costing less than $3,000.00, may be permitted provided the design or plans and specifications are specifically approved in advance by the owner and developer of The Horseshoe River Crescent.

6. No building shall be erected on any residential building lot nearer than Twenty (20') feet to the front lot line, nor nearer than Twenty (20') Feet to any side lot line, the side line restriction shall not apply to a garage on the rear corner of a lot or a boat house on the front corner except that on corner lots no structure shall be permitted nearer than Fifteen (15') Feet to the street line.

7. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

5-17-65 at 10 am

DEEDS

8. No tent, shack, garage, barn or other outbuildings on any of the numbered lots herein restricted shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted, except a modern house trailer or mobile home costing no less than $3,000.00.

9. A perpetual easement is reserved over the rear ten feet of each lot for utility installation and maintenance. Said lots front on the canal and the utility easement reserved is on the street side.

10. No house shall be built on any lot unless the said lot be served with a septic tank, approved by the State Board of Health.

11. It is specifically provided that no lot herein described can be further subdivided for purposes of sale.

12. No owner of any lot restricted herein shall construct a dock, float, diving board or any obstruction of a like nature in, across or into the canal, which is the front boundary of the lot. This restriction is not intended to preclude boat slips, docks or other marine structures constructed on or in the lot in question provided said structures do not extend beyond the property line or edge of canal.

IN WITNESS WHEREOF, Bonnie Doone, Inc., has caused these presents to be executed and seaded this 12 day of April A. D., 1965.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Mary Nell E. Jackson

Homan S. Miley

BONNIE DOONE, INC., (L.S.)

BY [signature] (L.S.)
President

ATTEST: [signature]
Secretary

DEEDS

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

PERSONALLY appeared before me Mary Nell E. Jenkins and made oath that he saw the within-named L. C. Fishburne, President of Bonnie Doone, Inc., and James W. Skardon, its Secretary, sign, seal and as their acts and deeds, deliver the within-written instrument, and that he subscribed his name as a witness thereto.

SWORN to before me this 16th day of April 1965.

Mary Nell E. Jenkins

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

My Commission expires at the Pleasure of the Governor.

DEEDS

2957

STATE OF SOUTH CAROLINA }
COUNTY OF COLLETON } LEASE

THIS AGREEMENT made the day of May 1965, Witnesseth that E. B. Funderburk, hereinafter referred to as the Lessor, does hereby lease unto Admer L. Gibson, hereinafter referred to as the Lessee, his Heirs and Assigns, that certain lot or parcel of land, situate, lying and being immediately South of the Town of Walterboro on U. S. Highway No. 17, in the County of Colleton, State of South Carolina, being commonly known as the Walterboro Drive-In Theater and the Drive-In Restaurant, and bounded and described as follows:

Bounded on the North by U. S. Highway No. 17-A; on the East by property of Dr. W. M. Bennett; on the South also by property of Dr. W. M. Bennett, and on the West by other property of Dr. E. B. Funderburk. It being expressly understood that the terms of this Lease do not include the two dwellings on the Western portion of this property nor the property West of the last ramp used for the Drive-In Theater. It being the intention of the parties hereto that only the property and buildings and improvements on which the Drive-In theater and Restaurant are located are to be covered by this agreement.

TO HOLD for a term of Three (3) years from the 15th day of May 1965 to the 14th day of May 1968, with the Lessee having the option to renew the said Lease for Two (2) additional Five (5) year terms, provided he informs the Lessor of his intention to renew at least Thirty (30) days prior to the expiration of each current term.

And the Lessee promises to pay for the rent of the said premises the sum of Four Hundred and No/100 ($400.00) Dollars per month during the first Three (3) year term, payable the first of each month in advance during the term of this agreement. However, it is specifically agreed that the rental for the first Two (2) months, beginning May 15, 1965, to July 1965, will be at the rate of Two Hundred and No/100 ($200.00) Dollars per month. Should the Lessee agree to exercise his option to renew the Lease for the first Five (5) year term, the Lessor shall have the right to increase the rent an additional fifteen (15%) per cent above the original monthly rental for the first Three (3) year term; and should the Lessee agree to exercise his option to renew for the second Five (5) year term, the Lessor shall have the right to increase the monthly rental another Fifteen (15%) per cent in excess of the amount charged during the term of the first Five (5) year

DEEDS

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me Janie C. Hill and made oath that she saw the within named, E. B. Funderburk, Lessor, sign seal and as his act and Deed, deliver the within written Lease and that she with Keith M. Kinard witnessed the execution thereof.

SWORN to and subscribed before me this 12 day of May 1965.

Janie C. Hill
Janie C. Hill

Keith M. Kinard
Keith M. Kinard
Notary Public for South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me Wilfred E. Desilet and made oath that he saw the within named, Admer L. Gibson, Lessee, sign seal and as his act and Deed, deliver the within written Lease and that he with Armand J. Plato Jr. witnessed the execution thereof.

SWORN to and subscribed before me this day of May 1965.

Wilfred E. Desilet
Wilfred E. Desilet

Armand J. Plato, Jr.
Armand J. Plato, Jr.
Notary Public for South Carolina

DEEDS

~~296A~~
296B

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me Janie C. Hill

and made oath that she saw the within named E. B. Funderburk, Lessor sign, seal and as act and Deed, deliver the within written ~~xxxxxxx~~ Lease and that he with Keith M. Kinard witnessed the execution thereof

Sworn to before me this 12 day of May A.D. 1965 Janie C. Hill (L.S.)

Keith M. Kinard (L.S.)
Notary Public for S. C.

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me Wilfred E. Desilet

and made oath that he saw the within named Admer L. Gibson, Lessee sign, seal and as his act and Deed, deliver the within written ~~xxxxxxx~~ Lease and that he with Armand J. Plato, Jr. witnessed the execution thereof

Sworn to before me this - day of May A.D. 1965 Wilfred E. Desilet (L.S.)

Armand J. Plato, Jr. - seal affixed (L.S.)
Notary Public for S. C.

BOOK 133

297

South Carolina
State Highway Department
Form No. 2090 Rev. 11/30/61

BORROW PIT MATERIAL

PIT HAS BEEN RECORDED

LEASE
Borrow and Material Pit

№ 11387

THE STATE OF SOUTH CAROLINA
County of Colleton

Docket No.	Route No. S. C. 64	Road No.

THIS AGREEMENT made and entered into this 20 day of April, 19 65, by and between William Drayton 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, Borrow Pit, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of ~~unlimited~~ 1.743 feet, consisting of ____ acres, more or less, situated on land owned by the lessor, described as follows:

Borrow pit located approximately 3000 feet left of survey station 1178+00 (Docket 15.1014) at Jacksonboro, S. C. Bounded on all sides by lands of William Drayton.

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 such material, from said pit or pits, and the right of access thereto until April 21, 1970

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, [as are actually removed, or cause 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 90 days from date hereof ~~[as excavation shall have been completed]~~, or as follows:

Recorded this ____
day of ____ A.D. 19____
in Book ____ Page ____
At ____ o'clock ____ M.
Clerk of Court, Colleton County, S. C.

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 not to be drained.

3. Colleton 415(20-1)6210.220

MAY 1965 RECEIVED DISTRICT No. 6 S. C. STATE HIGHWAY DEPT

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;

Recorded May 20 1965 3 PM

DEEDS

296A
296B

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me Janie C. Hill

and made oath that she saw the within named E. B. Funderburk, Lessor sign, seal and as his act and Deed, deliver the within written Lease and that he with Keith M. Kinard witnessed the execution thereof

Sworn to before me this 12 day of May A.D. 1965 Janie C. Hill (L.S.)

Keith M. Kinard (L.S.)
Notary Public for S. C.

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me Wilfred E. Desilet

and made oath that he saw the within named Admer L. Gibson, Lessee sign, seal and as his act and Deed, deliver the within written Lease and that he with Armand J. Plato, Jr. witnessed the execution thereof

Sworn to before me this - day of May A.D. 1965 Wilfred E. Desilet (L.S.)

Armand J. Plato, Jr. - seal affixed (L.S.)
Notary Public for S. C.

BOOK 133

South Carolina
State Highway Department
Form No. 2090 Rev. 11/30/61

BORROW PIT MATERIAL

PIT HAS BEEN RECORDED

LEASE
Borrow and Material Pit

№ 11387

297

THE STATE OF SOUTH CAROLINA
County of Colleton

Docket No.	Route No. S. C. 64	Road No.

THIS AGREEMENT made and entered into this 20 day of April, 19 65, by and between William Drayton

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, borrow pit, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of ~~limited~~ feet, consisting of 1.743 acres, more or less, situated on land owned by the lessor, described as follows:

Borrow pit located approximately 3000 feet left of survey station 1178+00 (Docket 15.1014) at Jacksonboro, S. C. bounded on all sides by lands of William Drayton.

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 such material, from said pit or pits, and the right of access thereto until April 21, 1970

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, ~~as are actually excavated, or cause 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 90 days from date hereof ~~after excavation shall have been completed~~, or as follows:

Recorded this _____
day of _____ A.D. 19____
in Book _____ Page _____
At _____ o'clock ____ M.
Clerk of Court, Colleton County, S. C.

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 not to be drained.

3. Colleton 415(20-1)0210.220

MAY 1965 RECEIVED DISTRICT No. 6 S. C. STATE HIGHWAY DEPT

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;

Recorded May 20 1961 3 PM

DEEDS

29

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:

T. V. Drew

Jerry N. Devoe

William Drayton
Lessor.

Witnesses as to State Highway Department:

Saundra R. Conway

Patricia L. Abrams

S. C. State Highway Department

By A. A. Rhodes Jr.

The State of South Carolina

County of Colleton

As to Lessor

Personally appeared before me T. V. Drew and made oath that he saw the within named William Drayton sign, seal and as act and deed, execute the within written instrument; and that he with Jerry N. Devoe witnessed the execution thereof.

Sworn to before me this 4th day of May, 1965.

Norman A. Padgett
Notary Public for S. C.

T. V. Drew

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 [illegible] sign, seal and as his act and deed, executethe within written instrument; and that she with Patricia L. Abrams witnessed the execution thereof.

Sworn to before me this 1st day of May, 1965.

[illegible]
Notary Public for S. C.

Saundra R. Conway

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 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 _____, 196__.

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.

_____

Note: If execution of mortgage release not desired, make payment jointly 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.

For agreement see this Book Page 424

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

This Agreement made this 14th day of May, 1965, between James Herbert Brown, Leon Bennett, Monroe Grayson and King Petroleum Company, Inc.

WITNESSETH:

In consideration of the mutual promise and undertakings of the parties hereto and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. That the said James Herbert Brown and Leon Bennett hereby agree that the unrecorded Lease Agreement between Monroe Grayson as Lessor and James Herbert Brown and Leon Bennett as Lessees, dated 1 September 1964, shall be subject and subordinate to a Lease Agreement between Monroe Grayson and King Petroleum Company, Inc., dated 6 May 1965; and the terms of the said Lease Agreement between Monroe Grayson and King Petroleum Company, Inc. shall be binding on the said James Herbert Brown and Leon Bennett during the term of their lease.

2. It is understood and agreed between the parties hereto that the term of the lease between the said James Herbert Brown, Leon Bennett and Monroe Grayson shall be extended until October 31, 1968.

3. That the said King Petroleum Company, Inc. hereby agrees to the terms of the unrecorded Lease Agreement, dated 1 September 1964, between Monroe Grayson as Lessor and James Herbert Brown and Leon Bennett as Lessees, in so far as said lease does not conflict with Lease between Monroe Grayson and King Petroleum Company, Inc., and agrees for the occupancy of the premises by the said James Herbert Brown and Leon Bennett until October 31, 1968.

4. It is further understood and agreed that any sale of the premises under paragraph 8 of the unrecorded lease shall be made subject to the Lease Agreement between Monroe Grayson and King Petroleum Company, Inc.

Recorded 5/22/65 12 A. M.

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:

T. V. Drew

Jerry M. Dovoe

William Drayton
Lessor.

Witnesses as to State Highway Department:

Dandra R. Conway

Patricia L. Abrams

S. C. State Highway Department

By A. M. Rudolph

The State of South Carolina

County of Colleton

As to Lessor

Personally appeared before me T. V. Drew and made oath that he saw the within named William Drayton sign, seal and as act and deed, execute the within written instrument; and that he with Jerry M. Dovoe witnessed the execution thereof.

Sworn to before me this 4th day of May, 1965.

T. V. Drew

Norman A. Padgett
Notary Public for S. C.

The State of South Carolina

County of [illegible]

As to Highway Department

Personally appeared before me Dandra R. Conway and made oath that she saw the within named [illegible] sign, seal and as his act and deed, executethe within written instrument; and that she with Patricia L. Abrams witnessed the execution thereof.

Sworn to before me this [illegible] day of May, 19 65.

Dandra R. Conway

[illegible]
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 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 _____, 196___.

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.

_____

Note: If execution of mortgage release not desired, make payment jointly 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.

5. That Monroe Grayson consents and agrees to the terms and conditions of this agreement.

6. It is the meaning and intent between the parties of this agreement that James Herbert Brown, and Leon Bennett shall have occupancy of the leased premises until October 31, 1968, and that during the term of said lease the said James Herbert Brown and Leon Bennett shall purchase from King Petroleum Company, Inc. all of their requirements of motor oil, fuel, oil, gas and other petroleum products distributed and sold by King Petroleum Company, Inc.

7. This Agreement shall be binding on the parties hereto, their heirs, executors and assigns.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Thomas M. Howell, Jr.

Janeal Steltzer

KING PETROLEUM COMPANY, INC.

BY W. B. Wimberley

Monroe Grayson

James Herbert Brown

Leon Bennett

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF COLLETON)

PERSONALLY appeared before me Janeal Steltzer and made oath that she saw the within named King Petroleum Company, Inc. by W.B. Wimberley, Monroe Grayson, James Herbert Brown and Leon Bennett sign, seal and as their act and deed deliver the within written agreement, and that she with Thomas M. Howell, Jr. witnessed the execution thereof.

SWORN to before me this 17th day of May, 1965.

Janeal Steltzer

(SEAL)
Notary Public for South Carolina
Thomas M. Howell, Jr.

Recorded 5/22/65 12 A. M.

DEEDS

3004

[illegible] INA

[illegible])

THIS AGREEMENT made this 6th day of May [illegible] and between Monroe Grayson and King Petroleum Company, Inc.

WITNESSETH:

In consideration of the mutual promises and undertakings of the parties hereto, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto mutually agree as follows:

1. That Monroe Grayson hereby leases to King Petroleum Company, Inc., and King Petroleum Company, Inc. hereby sub-leases to Monroe Grayson, the following described property, upon which is to be operated a service station in the building now being used therefor, upon the terms and conditions hereinafter stated: SC Stamps $1.80 affixed

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, and being on the Southeastern corner of Sweat and Lemacks Streets, and measuring and bounded as follows: On the North by other lot of Monroe Grayson, and measuring thereon Ninety-one (91') feet; on the East by Lemacks Street, and measuring thereon Seventy-five (75') feet; on the South by Sweat Street, and measuring thereon Eighty-five (85') feet; and on the West by lot now or formerly of Beulah Love, and measuring thereon Seventy-five (75') feet; be the said measurements more or less.

2. That the terms of the lease and sub-lease shall be for five (5) years, commencing on 10 May 1966 and ending on 9 May 1971.

3. That the said King Petroleum Company, Inc. shall pay for the lease of said premises the sum equal to one and one-half (1½) cents per gallon of gasoline delivered to the said Monroe Grayson, his agents and servants, by the said King Petroleum Company, Inc., which in no event shall be less than Seventy-five and 00/100 ($75.00) Dollars per month, computed and payable on the 10th of each month, commencing

Recorded 5/22/65 12 A. M.

DEEDS

10 May 1966 and that the said Monroe Grayson will pay to the said King Petroleum Company, Inc. for the sub-lease of said premises the sum of One and one-half (1½) cents per gallon of gasoline delivered to the said Monroe Grayson by the said King Petroleum Company, Inc., which in no event shall be less than Seventy-five and 00/100 ($75.00) Dollars per month, computed and payable on the 10th of each month, commencing 10 May 1966.

4. That the said King Petroleum Company, Inc. shall have an option to renew the lease of the property from the said Monroe Grayson for an additional period of five (5) years, provided notice of intention to renew said lease is given in writing to Monroe Grayson no less than Sixty (60) days prior to the expiration of the original term of the lease; and that the said Monroe Grayson shall have the right to sub-lease the premises for an additional five (5) year period, provided notice is given in writing to the said King Petroleum Company, Inc. no less than sixty (60) days prior to the expiration of the original term of the lease.

5. From the date the lease takes effect until the termination of said lease the said Monroe Grayson, his agents, servants and sub-lessees, shall buy from the said King Petroleum Company, Inc. and the said King Petroleum Company, Inc. shall sell and deliver to the said Monroe Grayson, if available, for sale, all of the said Monroe Grayson's requirements of motor oil, fuel, oil, gasoline kerosene and other petroleum products at the posted market price for said respective petroleum products purchased, and said sale shall be cash at the time of delivery.

6. Monroe Grayson shall indemnify and save harmless the said King Petroleum Company, Inc., its agents and servants, from any and all liability or claim for loss, damage or injury to any, person or property, including the person or property of Monroe Grayson, his agents and servants, and all other persons and property; due directly or indirectly to any leakage, fire or explosion of any products stored or contained in, passing through or removed from equipment lent under this

recorded 5/22/65 12 A. M.

DEEDS

agreement, or resulting from the installation, maintenance, repair, use or condition of such equipment, any additions or substitutions, and any attachments or appliance used, connected, installed or furnished therewith or from any cause whatsoever.

7. Upon failure of either party to pay the rentals herein provided promptly when due the other party shall have the right to cancel the lease, unless such delinquent rental payment is paid within ten (10) days after written notice is given to the defaulting lessee of the other parties intention to cancel.

8. That the said Monroe Grayson shall secure and pay for all necessary licenses and permits required for the operation of said service station, and shall pay all taxes and the charges imposed by any governmental authority, incident thereto or arising therefrom.

9. That the said Monroe Grayson shall have the right to sub-lease the premises only with the written consent and approval of the said King Petroleum Company, Inc., and such sub-lease shall be bound by all the terms and conditions of this lease agreement.

10. Any sale by the said Monroe Grayson of the premises leased hereunder shall be made subject to this Lease Agreement.

11. That this lease agreement constitutes the entire understanding and agreement of the parties and may not be changed except by written agreement executed by both parties and such lease agreement shall be binding upon the heirs, executors and administrators of the parties hereto.

WITNESS our hands and seals this 6th day of May, 1965.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Thomas M. Howell, Jr.

Janeal Steltzer

KING PETROLEUM COMPANY, INC.

BY: W. B. Wimberley

Monroe Grayson

recorded 5/22/65, 12 A. M.

DEEDS

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF COLLETON)

PERSONALLY appeared before me Janeal Steltzer and made oath that she saw the within named King Petroleum Company, Inc. by W.B. Wimberley and Monroe Grayson, sign, seal and as their act and deed deliver the within written instrument, and that she with Thomas M. Howell, Jr., witnessed the execution thereof.

SWORN to before me this
6th day of May, 1965.

Janeal Steltzer
Janeal Steltzer

Thomas M. Howell, Jr. (SEAL)
Notary Public for South Carolina
Thomas M. Howell, Jr.

DEEDS

304A

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS that Lower State Gas Corporation, Incorporated, in the State of South Carolina, for value received, does hereby lease unto Coastal Natural Gas Company, for a period of 36 months from date, one F250 Ford Pick-up Identification Number F-25JE 588698, for a monthly rental of $125.00, to be paid on the first day of each month for the term of this contract. This lease shall be renewed automatically unless specified otherwise in writing thirty days before its expiration date.

Witness the hand and seal of Lower State Gas Corporation, Incorporated, this 15th day of January - 1965

Witnessed by:

Patsy Stanfield

H. G. Rushe

By E. O'Keeffe, President

E. O'Keeffe, President

Attested by Sue Herndon

Sue Herndon, Secretary

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

Personally appeared before me Patsy Stanfield and made oath that she saw the within named E. O'Keeffe, President, and Sue Herndon, Secretary of Lower State Gas Corporation, sign, seal and as their act and deed deliver the within written lease, and that he with H. G. Rushe witnessed the execution thereof.

Patsy Stanfield

Sworn to before me this

20 day of May 1965

Florence P. Rabitt

Notary Public for South Carolina

Recorded 5-22-65

9 a.m.

DEEDS

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS that Lower State Gas Corporation, Incorporated, in the State of South Carolina, for value received, does hereby lease unto Coastal Natural Gas Company, for a period of 36 months from date, one E250 Gas Pickup Identification Number E252 [illegible], for a monthly rental of $125.00, to be paid on the first day of each month for the term of this contract. This lease shall be renewed automatically unless specified otherwise in writing thirty days before its expiration date.

Witness the hand and seal of Lower State Gas Corporation, Incorporated, this 15 day of [illegible]

Witnessed by

By
E. O'Keefe, President

Attested by
Sue Herndon, Secretary

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

Personally appeared before me [illegible]
and made oath that he saw the within named E. O'Keefe, President, and Sue Herndon, Secretary of Lower State Gas Corporation, sign, seal and as their act and deed deliver the within written lease, and that he with [illegible] witnessed the execution thereof.

Sworn to before me this
2 day of [illegible]

Notary Public for South Carolina

Recorded 5-23-65
9:00 AM

306

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS that Lower State Gas Corporation, Incorporated, in the State of South Carolina, for value received, does hereby lease unto Coastal Natural Gas Company, for a period of 26 months from date, one 1965-10567 Chev. Corvair Identification Number 105675-W.155449 for a monthly rental of $125.00, to be paid on the first day of each month for the term of this contract. This lease shall be renewed automatically unless specified otherwise in writing thirty days before its expiration date.

Witness the hand and seal of Lower State Gas Corporation, Incorporated, this 15th day of February.

Witnessed by:

Patsy Stanfield

H. G. Risher

By E. O'Keeffe, Pres.
E. O'Keeffe, President

Attested by Sue Herndon
Sue Herndon, Secretary

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

Personally appeared before me Patsy Stanfield and made oath that he saw the within named E. O'Keeffe, President, and Sue Herndon, Secretary of Lower State Gas Corporation, Sign, Seal and as their act and deed deliver the within written lease, and that he with H. G. Risher witnessed the execution thereof.

Patsy Stanfield

Sworn to before me this 22 day of May 1965

Florence S. Pitts
Notary Public of South Carolina

Recorded 5-22-65
9 a.m.

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS that Power State Gas Corporation, Incorporated, in the State of South Carolina, for and in consideration of the sum of Twenty Dollars ($20.00) and other valuable consideration, does hereby lease unto Coastal Rental Gas Company, for a period of [illegible] months from date, one [illegible] Identification Number [illegible] for a monthly rental of [illegible], to be paid on the first day of each month for the term of this contract. This lease shall be renewed automatically unless specified otherwise in writing thirty days before the expiration date.

Witness the hand and seal of Power State Gas Corporation, Incorporated, this [illegible] day of [illegible].

Witnessed by: By [illegible], President

Attested by [illegible], Secretary

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

Personally appeared before me [illegible] and made oath that he saw the within named E. O. Kessler, President, and Hermon Secretary of Power State Gas Corporation, sign, seal and as their act and deed deliver the within written lease, and that he with [illegible] witnessed the execution thereof.

Sworn to before me this [illegible] day of [illegible]

Notary Public of South Carolina

307

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (WE) Rudolph Murdaugh

Route 2, Smoaks, South Carolina

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

FORTY-- (-40-) 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 Formerly C. Padgett now Mims

Easterly by lands of Harvey Kinsey

Southerly by lands of Grantor et al

Westerly by lands of Mack Miley

Said tract contains 8.02 acres, more or less, and being the same land deeded to Grantor by Harvey Kinsey by deed dated August 31, 1961. Right of Way enters Grantor's land from the land of Harvey Kinsey thence extending across Grantor's land in a westerly direction to the land of Mack Miley.

Right of way to be as shown on Dwg. of South Carolina Electric & Gas Company No. CP-10300, February 8, 1965

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, takeovers 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 relocate, 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 ------00/100 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 19th day of May 19 65

Rudolph Murdaugh (SEAL)

Rudolph Murdaugh (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

WITNESS

Mrs. Clara Murdaugh

Geraldine Bodie

recorded 5/21/65 9 A. M.

Form SW-1-(C)-6-63

307

DEEDS

307A

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me Clara Murdaugh

and made oath that she saw the within named Rudolph Murdaugh sign, seal and as his act and Deed, deliver the within written instrument and that he with Shealy G. Pendarvis witnessed the execution thereof

Sworn to before me this 19th day of May A.D. 1965 Clara Murdaugh

Shealy G. Pendarvis (L.S.) seal affixed
Notary Public for S. C.

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

I, Shealy G. Pendarvis, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Clara T. Murdaugh, the wife of the within named Rudolph Murdaugh, 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 19th day of May, 1965.

Clara T. Murdaugh

Shealy G. Pendarvis,
Notary Public for S. C.
Seal affixed

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) M. G. Mims and Iris P. Mims
Route 2, Smoaks, South Carolina

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

THIRTY FEET (-30-) 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. Highway 217

Easterly by lands of Danny Davis and Frank Carter

Southerly by lands of Harvey Kinsey and Rudolph Murdouth

Westerly by lands of Mack Miley

Said tract contains 54 acres, more or less, and being the same deeded to Grantor by Clara Padgett by deed dated March 18, 1964, Book 135 Page 358, Colleton County. Right of way enters Grantor's land from the land of Danny Davis and H. Kinsey thence extending across Grantor's land in a westerly direction to the land of Mack Miley.

Right of ways to be as shown on Dwg. of South Carolina Electric & Gas Company No. CP-10300, February 8, 1965

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 to 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 Sixty-three -----00/100 Dollars ($ 263.00) 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 ~~this day and year first above written~~ May 19, 1965

WITNESS:
Clara Padgett
Shealy G. Sinclair

M G Mims (SEAL)
Iris P. Mims (SEAL)
M. G. Mims (SEAL)
Iris P. Mims (SEAL)
(SEAL)
(SEAL)
(SEAL)

Recorded May 21, 1965 9 A. M.

Form RW-1-65-1-66

308A

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me Clara Padgett

and made oath that she saw the within named M. G. Mims & Iris P. Mims sign, seal and as her act and Deed, deliver the within written instrument and that he with Shely G. Pondarvis witnessed the execution thereof

Sworn to before me this 19th day of May A.D. 1965 Clara Padgett L.S.

Shealy G. Pondarvis, Seal affixed
Notary Public for S. C.

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

I, Shealy G. Pondarvis, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Iris P. Mims, the wife of the within named M. G. Mims, 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 19th day of May, 1965.

Iris P. Mims

Shealy G. Pondarvis,
Notary Public for S. C.
Seal affixed

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) A. L. Bunton
Highway 196, Smoaks, S. C.

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 --THIRTY-- (-30-) 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. M. Kinsey

Easterly by lands of H. M. Kinsey

Southerly by lands of H. M. Kinsey

Westerly by lands of H. M. Kinsey

Said tract contains five (5) acres, more or less, and being the same land deeded to Grantor by Smallwood Carrol by deed dated, Dec. 3, 1943. Right of way enters Grantor's land from the land of H. M. Kinsey thence extending across Grantor's land in a westerly direction to the land of H. M. Kinsey.

Right of way to be as shown on Dwg. of South Carolina Electric & Gas Company No. CP-10300, February 8, 1965

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 Twenty-five --00/100 Dollars ($ 125.00) 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: May 7, 1965

A. L. Bunton (SEAL)
A. L. Bunton (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS:
Bessie L. Bunton
[illegible]

recorded 5/21/65 9 A. M.

Form BW-1 (R)—1-66

DEEDS

309A

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me Bessie L. Bunton

and made oath that she saw the within named A. L. Bunton sign, seal and as his act and deed, deliver the within written instrument and that he with Shealy G. Pondarvis witnessed the execution thereof

Sworn to before me this 7th day of May A.D. 19 65 Bessie L. Bunton

Shealy G. Pondarvis seal affixed
Notary Public for S. C.

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

I, Shealy G. Pondarvis, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Bessie L. Bunton, the wife of the within named A. L. Bunton, 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 7th day of May, 1965.

Bessie L. Bunton

Shealy G. Pondarvis,
Notary Public for S. C.
Seal affixed

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (WE) A. L. Smoak, Jr.
S. C. Highway 217, Smoaks, S. C.

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 Forty (40) 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 Martin Thomas et al

Easterly by lands of W. H. Varn et al

Southerly by lands of Grantor et al

Westerly by lands of Martin Thomas et al

Said tract contains 55 acres, more or less, and being the same land deeded to Grantor by P. W. Thomas by deed dated February 26, 1959. Right of way enters Grantor's land from the land of W. H. Varn and M. Thomas; thence extending across Grantor's land in a westerly direction to the land of Martin Thomas. Right of way to be as shown on drawing of South Carolina Electric & Gas Company No. CP-10300, February 8, 1965.

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, theovers 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 ----00/100 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 7th day of May, 19 65

A. L. Smoak, Jr. (SEAL)

A. L. Smoak, Jr. (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

WITNESS:

Bernie O. Smoak

Shirley G. Bankston

recorded 5/21/65 9 A. M.

Form HW (rev) 6-62

DEEDS

310A

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me Mamie C. Smoak

and made oath that she saw the within named A. L. Smoak, Jr. sign, seal and as his act and Deed, deliver the within written instrument and that he with Shoaly G. Pendarvis witnessed the execution thereof

Sworn to before me this 7th day of May A.D. 1965 Mamie C. Smoak

Shoaly G. Pendarvis - seal affixed

Notary Public for S. C.

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (~~We~~) Harvey Kinsey

Route 1, Ruffin, S. C.

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

--Forty -- (-40-) 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 Padgett

Easterly by lands of Road 362

Southerly by lands of G. Smith

Westerly by lands of Rudolph Murdaugh

Said tract contains 30 acres, more or less, and being the same land deeded to Grantor by Rhett Kinsey by deed dated June 28, 1928. Right of Way enters Grantor's land from the land of Willie Behling thence extending across Grantor's land in a westerly direction to the land of Rudolph Murdaugh.

Right of way to be as shown on Dwg. of South Carolina Electric & Gas Co. CP-10300, February 8, 1965

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, 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, 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 -----00/100 Dollars ($ 150.00) 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 7th day of May 19 65

Harvey Kinsey (SEAL)

Harvey Kinsey (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

WITNESS:

Mrs. Rudolph Murdaugh

Shady G. Bundam

recorded 5/21/65 9 A. M.

Form BW 1 M: 6-62

311A

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me Mrs. Rudolph Murdaugh

and made oath that she saw the within named Harvey Kinsey sign, seal and as his act and Deed, deliver the within written instrument and that he with ..... witnessed the execution thereof

Sworn to before me this 7th day of May A.D. 1965 Mrs. Rudolph Murdaugh (L.S.)

Shealey G. Pendarvis - seal affixed (L.S.)
Notary Public for S. C.

312

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) F. M. Bennett and Larene M. Bennett, S. C. Highway 217, Smoaks, S. C.

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 FORTY (40-) 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 Charlie W. Bennett

Easterly by lands of J. P. Strickland

Southerly by lands of Grantor et al

Westerly by lands of V. Padgett

Said tract contains 103 acres, more or less, and being the same land deeded to Grantor by Lilia Bull Bennett Estate by deed dated Feb. 25, 1919 Right-of-way enters Grantor's land from the land of J. P. Strickland Estate thence extending across Grantor's land in a westerly direction to the land of V. Padgett.

Right-of-way to be as shown on Dwg. of South Carolina Electric & Gas Co. No. CP-10300, February 8, 1965.

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 Three Hundred ----00/100 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.

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 7th day of May, 19 65

F. M. Bennett (SEAL)
Larene M. Bennett (SEAL)
F. M. Bennett (SEAL)
Lorene M. Bennett (SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS:
W. E. Corley
Sheally G. Rendavis

recorded 5/21/65 9 A. M.

Form 8A (M) 6-63

312

312A

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me M. E. Corley

and made oath that he saw the within named F. M. Bonnett and Larene M. Bonnett sign, seal and as their act and deed, deliver the within written instrument and that he with ..... witnessed the execution thereof

Sworn to before me this 7th day of May A.D. 1965 M. E. Corley (L.S.)

Shealey G. Pondarvis - seal affixed
Notary Public for S. C.

3/3

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I XXXXX Hattie Hodges Henderson

Near Canadys Hwy # 61

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

-----SEVENTY--- (-70-) 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 Joe Lamuel or Carter

Easterly by lands of R. A. Durham or Union Bag

Southerly by lands of J. Samuels

Westerly by lands of Hodges Now R. A. Durham

Said tract contains 40 Acres, more or less, and being the same land deeded to Grantor by Pattie Samuels by deeds dated December 3, 1917. Right-of-Way enters Grantor's land from land of R. A. Durham thence extending across Grantor's land in a westerly direction to the land of Durham. ~~[illegible]~~ Right-of-way to be as shown on Dwg. of South Carolina Electric & Gas Company # CP-10,300.

February 8, 1965

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 Two Hundred Twenty-five --00/100 Dollars ($ 225.00) 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 1st day of April, 1965.

Hattie Hodges Henderson (SEAL)

WITNESS:

Grant Henderson

Shirley B. Henderson

Hattie Hodges Henderson (SEAL)

(SEAL)

(SEAL)

recorded 5/21/65 9 A. M. (SEAL)

(SEAL)

(SEAL)

Form RR-1 (Rev. 6-62)

3/3

DEEDS

313A

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me Grant Henderson

and made oath that he saw the within named Hattie Hodges Henderson sign, seal and as her act and Deed, deliver the within written instrument and that he with Shealy G. Pendarvis witnessed the execution thereof

sworn to before me this 1st day of April A.D. 19 65 Grant Henderson

Shealy G. Pendarvis (L.S.) Seal affixed

Notary Public for S. C.

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THE STATE OF SOUTH CAROLINA

TO ALL WHOM THESE PRESENTS MAY COME:

I, MRS. JAMES EPPS, OF FORT MILL, S. C.

WHEREAS, the late Karl G. Faris, deceased, heretofore owned several parcels of land located in the County of Colleton, State of South Carolina, whereon he reserved certain mineral rights and/or rights in connection therewith, and the undersigned has released the same as to 422 acres by Quit-Claim Deed of May 19, 1964 recorded Book 136, page 44 in the Office of the Clerk of Court of Colleton County, but has not released the same as to premises described below; and

WHEREAS, the said Karl G. Faris has since deceased, leaving his Last Will and Testament duly probated in Will Book G, Page 461, in the Office the Probate Court of York County, wherein and whereby he gave, devised and bequeathed unto the Grantor herein all of his property of every kind and description, including the said minerals and minerals rights and rights in connection therewith; and

WHEREAS, Grantor has since married and is now known as the name of Mrs. James Epps, and is minded to execute Quit-Claim of the premises to Grantee,

SEND GREETING:

NOW, KNOW ALL MEN BY THESE PRESENTS, That I, the said Mrs. James Epps, in consideration of the premises and also in consideration of the sum of One and 00/100 ($1.00) and other valuable consideration ****-dollars, to me in hand paid at and before the sealing and delivery of these presents by The Pandora Company, Inc., a South Carolina Corporation (the receipt whereof is hereby acknowledged) have remised, released and forever and ever quit-claimed, and by these presents do remise, release and forever quit-claim unto the said Pandora Company, Inc., a South Carolina Corporation, its successors and assigns, the following described property, to-wit:-- **** The consideration being One Hundred ($100.00) Dollars.

"ALL that certain piece, parcel or tract of land, situate, lying and being in Heyward School District, Heyward Township, Colleton County, South Carolina.

Measuring and Containing 6 acres, more or less and bounded as follows, to wit:-

On the north by lands of W. R. Coe, on the east by lands of Mrs. Ellen J. White, on the south by lands of Mrs. H. N. McTeer and on the north by lands of A. Blease Jones.

Being the same premises conveyed by A. Blease Jones to Ellen J. White by deed recorded Book 107, page 492 in said R.M.C. Office.

(1) 195 acres, Jonesville School District.

Bounded north - lands of Lee McAlhaney, south on lands of Mrs. Dave Jones, east on Estate of E. K. Jones, and West on The Salkehatchie River.

Same to grantor by J. G. Howard, d/b/a Howard Lumber Co., 6/17/46, recorded 93 page 469,

2 acres Butting and Bounding north by W. R. Coe, east by Mrs. J. M. White, and south and west by lands this day deeded by grantor to grantee.

(2) 5.15 acres, Butting and Bounding, Northwest by lands formerly Bamberg Lumber Co., now owned by grantor; and southeast by lands

Recorded May 25 1965
9a

DEEDS

Karl G. Farris, now Mrs. H. N. McTeer, and west by lands of Salkehatchie or Combahee River, hereof more fully described in plat of Arthur G. Christenman Oct. 7, 1944, and is part of land conveyed to Carl G. Farris by Luther, Hall and Jasper deed dated 9/16/41, recorded Book 81, page 355, and being one of tracts by Farris to Jones 10/12/46, recorded Book 95, page 80.

Being the same premises conveyed by A. Blease Jones to Charles B. Jones by deed dated April 1, 1958 recorded Book 122, page 171 in the Office of the said Clerk of Court.

Two acres, reserved from deed to Henry F. Rivers

The intention being hereby to release and quit-claim any and all mineral rights heretofore reserved by Karl G. Faris on, over or upon lands heretofore owned by him located in Colleton County, South Carolina, and not heretofore released or quitclaimed.

DEEDS

TOGETHER with all and singular the rights, members, hereditaments and appurtenance to the said premises belonging or in anywise incident or appertaining:

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said

THE PANDORA COMPANY, INC., a South Carolina Corporation, its successors and

assigns, forever ----so that neither I the said Mrs. James Epps, nor my heirs, nor any other person or persons, claiming under me or them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part of parcel thereof, forever.

Witness my hand and seal this 22 day of May, in the year of our Lord one thousand nine hundred and sixty five and in the one hundred and eighty ninth year of the Sovereignty and Independence of the United States of America.

Mrs James Epps or
Mrs Mattie B. Epps (L.S.)

Signed, Sealed and Delivered
in the presence of

x A. P. Jervey (L.S.)

H James E. Epps

THE STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me A. P. Jervey and made oath that he saw the within named Mrs. James Epps sign, seal, and as her act and deed, deliver the within written Deed; and that he with James E. Epps witnessed the execution thereof.

x A. P. Jervey

SWORN to before me, this
24th day of May A.D. 1965

(SEAL) Joan M. Holbrook

DEEDS

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BOOK 133

"Duplicate"

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Exception to SF-3
Approved by Bureau of the Budget
April 1, 1959

POST OFFICE DEPARTMENT

LEASE

1. This LEASE, made and entered into this 24th day of March, 19 65 by and between George R. Clements and Edna T. Clements, his wife,

whose address is P. O. Box 65, Lynchburg, South Carolina 29080

for themselves, their heirs, executors, administrators, successors, and assigns, hereafter called the Lessor, and the UNITED STATES of America hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz:

All that certain room of approximately 1620 square feet of floor space, net, inside measurements; platform of approximately 217 square feet; ramp of approximately 75 square feet; sidewalks of approximately 250 square feet; landscaped area of approximately 716 square feet; graveled parking area of approximately 3692 square feet located on rear of property and paved parking and maneuvering area of approximately 2445 square feet with ingress and egress to U. S. Highway #21 through a paved driveway of approximately 1361 square feet of the one-story masonry building located on the west side of U. S. Highway #21 and more particularly described as beginning at a point on the west side of U. S. Highway #21, which point is approximately 290 feet south of S. C. Highway #217; thence S 76° W 217 feet to a point; thence S 13° E 52 feet to a point; thence N 76° E 217 feet along a common line now or formerly of J. F. Berry to the west side of U. S. Highway #21; thence N 12° W 52 feet to the beginning point with all above-described lying and being in

Smoaks, Colleton County, South Carolina

to be used for postal purposes.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning February 1, 1965 and ending with January 31, 1975 (Ten years).

4. The government shall pay the Lessor as annual rental of: Two Thousand and no/100---------- Dollars ($) 2,000.00 payable in equal installments at the end of each calendar month. Rent for part of month shall be prorated.

5. This lease may be renewed, at the option of the Government, for the following separate and consecutive terms and at the following annual rentals,

5	years at	$ 1,800.00	per annum
5	years at	$ 1,700.00	per annum
5	years at	$ 1,600.00	per annum
5	years at	$ 1,500.00	per annum
	years at	$	per annum
	years at	$	per annum

provided notice be given in writing to the Lessor at least 60 days before the end of the original lease term or any renewal term, all other terms and conditions of this lease shall remain the same during any renewal term.

6. The Lessor shall furnish to the Government, under the terms of this lease, as part of the rental consideration, the following:

Lessor shall pay all taxes and shall properly protect all windows and doors according to requirements. Lessor shall furnish heating system of sufficient size and capacity to maintain uniform temperature of 70°F. in all areas, based on the design temperature commonly in use in the locality. Lessor agrees to provide and replace during the continuance of the lease all ballasts as needed. Lessor shall be responsible for

9 am
5-25-65

DEEDS

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payment of water and sewerage service. Lessor shall furnish air conditioning equipment, servicing of said equipment, including, but not limited to, the necessary refrigerant and filters according to requirements. Lessor shall provide lighting fixtures, plumbing and toilet facilities, all as now installed in the demised premises.

and the Lessor shall at Lessor's expense record this lease in the proper recording office.

7. The Lessor shall, unless herein specified to the contrary maintain the demised premises, including the building and any and all equipment, fixtures, and appurtenances, whether severable or non-severable, furnished by the Lessor under this lease in good repair and tenantable condition, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining said premises and property, the Lessor may at reasonable times enter and inspect the same and make any necessary repairs thereto.

8. The Government may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any such subletting or assignment.

9. The Government shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. Prior to expiration or termination of this lease the Government shall if required by the Lessor by notice in writing sixty days in advance of such expiration or termination, restore the premises to as good condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted.

10. (a) This lease may be terminated upon ninety days' notice in writing to the Lessor whenever the Post Office Department shall decide to move the office into a Government-owned building which shall have been provided for it.

(b) This lease may be terminated upon ninety days' notice in writing to the Lessor whenever, in the judgment of the Post Office Department, the growth of the service of the office requires additional room necessary and the Lessor is unable or unwilling to furnish suitable and [illegible] additional space at an additional rental satisfactory to the Department.

(c) If any building or any part of it on the leased property becomes unfit for use for the purposes leased, the lessor shall put the same in a satisfactory condition, as determined by the Post Office Department, for the purposes leased. If the lessor does not do so with reasonable diligence, the Post Office Department in its discretion may cancel the lease. For any period said building or any part thereof is unfit for the purposes leased, the rent shall be abated in proportion to the area determined by the Post Office Department to have been rendered unavailable to the Post Office Department by reason of such condition.

11. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

12. The following paragraphs were deleted before execution:

Paragraphs 10(a), 10(b) and 16.

13. The following paragraphs were added before execution: **Paragraphs 14 and 15.**

14. It is expressly understood between the parties hereto that the terms and conditions of the certain Agreement to Lease dated August 17, 1963, and any amendment or modification thereto, furnished by lessor herein and accepted by the Government on October 8, 1963, are made a part of this lease and are to be complied with as though fully set forth herein.

DEEDS

NON-DISCRIMINATION CLAUSE

13. In connection with the performance of work under this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

DEEDS

BOOK 133

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14. In connection with the performance of work under this contract, the Lessee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post hereafter in conspicuous places available to all employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause. The Lessee further agrees to insert the foregoing provision in all subcontracts hereunder, except in sub-contracts for standard commercial supplies or raw materials.

IN WITNESS WHEREOF the parties hereto have signed and sealed these presents as of the date first written above.

SEAL

(Corporate Name)

(A) _____ (Corporation)
(Name)

By _____

Its _____

By _____

Its _____

WITNESSES:

George H. Clements

Dan F. Lancy, Jr. and Edna T. Clements

Harwell W. Wade

Eno F. Clements, his wife

WITNESSES:

Evelyn D. Burton

Gerald D. Martin

Notary Public, Orange, State of Texas
My Commission Expires [illegible]

THE UNITED STATES OF AMERICA

By W. P. Belcher
W. P. Belcher, Jr.

Title Acting Chief, Real Estate Branch

DEEDS

BOOK 133

321

MORTGAGEE'S AGREEMENT

Date 26 April 1965

The undersigned, Carolyn T. Howell

holder(s) of a mortgage in the sum of $ 20,000.00 on the property situated

at Smoaks, South Carolina

hereby consent(s) to the leasing of said property to the Government for post-office purposes and agree(s) for itself, its successors, executors, administrators, and assigns that in the event it should become necessary to foreclose said mortgage the said Carolyn T. Howell will cause the sale of said premises to be made subject to said lease. The subject mortgage matures on 20 February 1975 (insert date), and does (does not) contain a provision affecting its priority over the post office lease.

Witness: [illegible]

Address: Walterboro, S.C.

Carolyn T. Howell

By

Address: Ruffin, S.C.

SUBSCRIBED AND SWORN to before me, a notary public, in and for Colleton County, State of South Carolina, this 26th day of April, 19 65

[illegible]
Notary Public

My commission expires at the pleasure of the Governor

POD Form 1480
Jan. 1964

DEEDS

BOOK 133

321A

Affidavit of Subscribing Witness

State of Georgia
County of Fulton } ss:

Personally appeared before me a Notary Public in and for the County and State aforesaid, Kathryne D. Burton (Subscribing Witness), and made oath that she saw W. F. Sulcer, Jr. (Signers of Lease) sign, seal, and deliver the within conveyance for the uses and purposes therein mentioned, and that she with Gerald D. Martin (Names of other subscribing witnesses) in the presence of each other, witnessed the due execution thereof.

Kathryne D. Burton
(Signature of Subscribing Witness)

Sworn to before me the 30th day of April, 19 61.

Gerald D. Martin
(Notary Public)

(NOTARIAL SEAL)

Notary Public, Georgia, State of Georgia
My Commission Expires Jan. 10, 1962

My Commission Expires

FCD Form 4927
Apr. 1935

FCD, Wash., D. C.

DEEDS

BOOK 133

320

FORM OF ACKNOWLEDGMENT FOR HUSBAND AND WIFE

State of South Carolina
County of Lee } SS:

Personally appeared before me, a Notary Public in and for the County and State aforesaid,

George R. Clements and Edna T. Clements, his wife,

who they known to me to be the same persons who executed the foregoing lease, and who acknowledged that they signed, sealed, and delivered the same as their free and voluntary act for the uses and purposes therein set forth.

And on the same day also voluntarily appeared before me Edna T. Clements, wife,

of the said George R. Clements

to me well known as the person signing said lease, and in the absence of George R. Clements, said Edna T. Clements

declared that she had of her own free will signed and sealed the foregoing lease for the purposes therein contained and set forth, including the release of homestead and dower therein, of which she had full knowledge, without compulsion or undue influence of George R. Clements

said husband.

Done at Bishopville, in the County and State aforesaid, this 5th day of April, 1965

NOTARIAL SEAL

Harriett H. Plane
Notary Public

My commission expires at the pleasure of the Governor

FSD Form Sep. 1966 1436

FSD DARM., D. C.

DEEDS

Affidavit of Subscribing Witness

State of SOUTH CAROLINA
County of LEE } ss:

Personally appeared before me a Notary Public in and for the County and State aforesaid, Harriett H. Rhame (Subscribing Witness), and made oath that she saw George R. Clements and Edna T. Clements (Signers of Lease) sign, seal, and deliver the within conveyance for the uses and purposes therein mentioned, and that he with Dan F. Laney, Jr. (Names of other subscribing witnesses) in the presence of each other, witnesses the due execution thereof.

Harriett H. Rhame
(Signature of Subscribing Witness)

Sworn to before me the 11th day of May, 1965.

Dan F. Laney Jr.
(Notary Public)

(NOTARIAL SEAL)

My Commission Expires at Pleasure of Gov.

POD Form 4927
Apr. 1956

POD, WASH., D. C.

DEEDS

223a

PURCHASE AND SALES AGREEMENT

This Agreement made this 24th day of May, 1965 between THE PURE OIL COMPANY, an Ohio corporation, hereinafter referred to as "Buyer", and W. C. PADGETT of Route #2, Walterboro, South Carolina, hereinafter referred to as "Seller",

W I T N E S S E T H:

WHEREAS, The State Highway Department of the State of South Carolina proposes to construct a highway to be known as Interstate 95 ("I-95") adjacent to the property of Seller hereinafter described, with a full interchange at the intersection of I-95 and Crews Ford Road, but the exact right-of-way for I-95 and the interchange ramps adjacent to Seller's property has not yet been defined by the State;

NOW, THEREFORE, in consideration of the sum of One Hundred Dollars ($100.00) cash in hand paid by Buyer to Seller, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees to sell and convey to Buyer and Buyer hereby agrees to purchase and accept from Seller, under the terms and provisions hereinafter set out, the following described property situated near the City of Walterboro, Colleton County, South Carolina, to-wit:

> Commencing at the point where the North right-of-way line of Crews Ford Road (State Route 63) (a _____ foot right-of-way) intersects the most Westerly right-of-way line of I-95 as finally established by the State Highway Department of the State of South Carolina; thence in a Westerly direction along the North right-of-way line of Crews Ford Road a distance of 700 feet to a point; thence on a line parallel to the most

10 a
5-26-65

DEEDS

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PURCHASE AND SALES AGREEMENT

This Agreement made this [illegible] day of May, 1965 between THE BURS OIL COMPANY, an Ohio corporation, hereinafter referred to as "Buyer", and W. C. PALMERT of Route #2, Walterboro, South Carolina, hereinafter referred to as "Seller".

W I T N E S S E T H:

WHEREAS, The State Highway Department of the State of South Carolina proposes to construct a highway to be known as Interstate 95 ("I-95") adjacent to the property of Seller hereinafter described, with a full interchange at the intersection of I-95 and Crowe Ford Road, but the exact right-of-way for I-95 and the interchange ramps adjacent to Seller's property has not yet been defined by the State;

NOW, THEREFORE, in consideration of the sum of One Hundred Dollars ($100.00) cash in hand paid by Buyer to Seller, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees to sell and convey to Buyer and Buyer hereby agrees to purchase and accept from Seller, under the terms and provisions hereinafter set out, the following described property situated near the City of Walterboro, Colleton County, South Carolina, to-wit:

> Commencing at the point where the North right-of-way line of Crowe Ford Road (State Route 63) (a _____ foot right-of-way) intersects the most Westerly right-of-way line of I-95 as finally established by the State Highway Department of the State of South Carolina; thence in a Westerly direction along the North right-of-way line of Crowe Ford Road a distance of 700 feet to a point; thence on a line parallel to the most

10 ac

5-26-65

Westerly right-of-way line of I-95 in a Northeasterly direction 1050 feet to a point; thence on a line parallel to the North right-of-way line of Crews Ford Road in an Easterly direction 700 feet, more or less, to a point on the most Westerly right-of-way line of I-95; thence along said Westerly right-of-way line of I-95 in a Southerly direction 1050 feet, more or less, to a point on the North right-of-way line of Crews Ford Road and the point of beginning, and containing 10 acres of land;

It is the intention of the parties hereto to describe a 10 acre lot cornering on the Northwestern intersection of Crews Ford Road and I-95, having a frontage of 700 feet on Crews Ford Road and a frontage of 1050 feet on the most Westerly right-of-way line of I-95, and being generally rectangular in shape;

Together with all buildings, structures, improvements and equipment thereon and all appurtenances thereto belonging or in any wise appertaining, and all right, title and interest of Seller in and to any and all roads, streets, alleys and ways bounding said premises.

The terms and conditions of this agreement are as follows:

1. The purchase price which Buyer shall pay to Seller is Eighty Thousand Dollars ($80,000.00), to be paid as follows: One Hundred Dollars ($100.00) in cash this day deposited with Seller as earnest money, to be applied against the purchase price at the time of closing, and Seventy Nine Thousand Nine Hundred Dollars ($79,900.00) at the time of closing.

2. Buyer's obligation to consummate the purchase contemplated by this agreement is contingent upon the State of South Carolina designating and staking the Westerly right-of-way line for a portion of I-95 on the Easterly boundary line of Seller's property, as said property and right-of-way are hereinabove described, and also designating and staking

Westerly right-of-way line of I-95 in a Northeasterly direction 1050 feet to a point; thence on a line parallel to the North right-of-way line of Crews Road Road in an Easterly direction 700 feet, more or less, to a point on the West Westerly right-of-way line of I-95; thence along said Westerly right-of-way line of I-95 in a Southerly direction 1050 feet, more or less, to a point on the North right-of-way line of Crews Road Road and the point of beginning, and containing 10 acres of land;

It is the intention of the parties hereto to describe a 10 acre lot corners on the Northwestern intersection of Crews Road Road and I-95, having a frontage of 700 feet on Crews Road Road and a frontage of 1050 feet on the West Westerly right-of-way line of I-95, and being generally rectangular in shape;

Together with all buildings, structures, improvements and equipment thereon and all appurtenances thereto belonging or in any wise appertaining, and all right, title and interest of Seller in and to any and all roads, streets, alleys and ways bounding said premises.

The terms and conditions of this agreement are as follows:

1. The purchase price which Buyer shall pay to Seller is Eighty Thousand Dollars ($80,000.00), to be paid as follows: One Hundred Dollars ($100.00) in cash this day deposited with Seller as earnest money, to be applied against the purchase price at the time of closing, and Seventy Nine Thousand Nine Hundred Dollars ($79,900.00) at the time of closing.

2. Buyer's obligation to consummate the purchase contemplated by this agreement is contingent upon the State of South Carolina Designating and stating the Westerly right-of-way line for a portion of I-95 on the Easterly boundary line of Seller's property, as said property and right-of-way are hereinabove described, and also Designating and stating

the exit and entrance ramps appurtenant to a full interchange between I-95 and Crews Ford Road (State Route 63) within one (1) year from the date hereof. In the event the State of South Carolina does not so designate the right-of-way for I-95 and the appurtenant ramps for an interchange within one (1) year from the date hereof, Buyer may terminate this agreement and Seller shall refund to Buyer the cash consideration theretofore paid by it hereunder. The purchase and sale contemplated hereby shall be consummated in accordance with the provisions of the next following paragraph as soon as is practicable after the State of South Carolina so designates the right-of-way lines for I-95 and the appurtenant ramps for an interchange to Crews Ford Road (hereinafter called the "right-of-way designation date").

3. Buyer's obligation to consummate the purchase contemplated by this agreement is further contingent upon Seller having a good and marketable title, free and clear of all liens and encumbrances whatsoever in and to the above described property at the time of closing. With respect to title examination, Seller shall furnish Buyer within ten (10) days after the right-of-way designation date, a preliminary report on title or title commitment bearing a date subsequent to the right-of-way designation date, issued by a title guaranty company acceptable to Buyer, showing good and marketable title to be vested in Seller, free and clear of all liens and encumbrances whatsoever. It is understood and agreed that Buyer proposes to use the property covered hereby for the construction

the exit and entrance ramps appurtenant to a full interchange between I-95 and Crews Ford Road (State Route 63) within one (1) year from the date hereof. In the event the State of South Carolina does not so designate the right-of-way for I-95 and the appurtenant ramps for an interchange within one (1) year from the date hereof, Buyer may terminate this agreement and Seller shall refund to Buyer the cash consideration therefore paid by it hereunder. The purchase and sale contemplated hereby shall be consummated in accordance with the provisions of the next following paragraph as soon as is practicable after the State of South Carolina so designates the right-of-way lines for I-95 and the appurtenant ramps for an interchange to Crews Ford Road (hereinafter called the "right-of-way designation date").

3. Buyer's obligation to consummate the purchase contemplated by this agreement is further contingent upon Seller having a good and marketable title, free and clear of all liens and encumbrances whatsoever in and to the above described property at the time of closing. With respect to title examination, Seller shall furnish Buyer within ten (10) days after the right-of-way designation date, a preliminary report on title or title commitment bearing a date subsequent to the right-of-way designation date, issued by a title guaranty company acceptable to Buyer, showing good and marketable title to be vested in Seller, free and clear of all liens and encumbrances whatsoever. It is understood and agreed that Buyer proposes to use the property covered hereby for the construction

and operation thereon of an automobile service station - truck stop for the sale and distribution of petroleum products, automobile and truck accessories and services, and Seller hereby agrees that any restrictions and/or state, county, municipal or other governmental laws, rules, ordinances or regulations (including limited access rules, restrictions or regulations) which prohibit, limit or restrict the use thereof for such purposes will, insofar as this agreement is concerned, be construed to render Seller's title to the subject property not good and not marketable. Buyer shall have fifteen (15) days after receipt of such preliminary report on title or title commitment in which to examine same and notify Seller whether title is acceptable. If such examination shows Seller to have a good and marketable title, then Buyer will within such fifteen (15) day period so notify Seller, and Seller within ten (10) days after receipt of such notice shall make, execute and tender to Buyer a good and sufficient deed conveying the subject property to Buyer, with full covenants of general warranty, free and clear of all liens and encumbrances, and deliver such deed to Buyer upon payment of the purchase price. Seller will, after delivery of said deed, promptly instruct the title company which issued the preliminary report on title or title commitment to issue a title policy in the name of the Buyer in the amount of the purchase price. The first Five Hundred Dollars ($500.00) of the total cost of the preliminary report on title or title commitment and title policy shall be paid by Buyer and the balance of such costs will be paid by Seller. If Buyer's examination of

and operation thereon of an automobile service station - truck stop for the sale and distribution of petroleum products, automobile and truck accessories and services, and Seller hereby agrees that any restrictions and/or state, county, municipal or other governmental laws, rules, ordinances or regulations (including limited access rules, restrictions or regulations) which prohibit, limit or restrict the use thereof for such purposes will, insofar as this agreement is concerned, be construed to render Seller's title to the subject property not good and not marketable. Buyer shall have fifteen (15) days after receipt of such preliminary report on title or title commitment in which to examine same and notify Seller whether title is acceptable. If such examination shows Seller to have a good and marketable title, then Buyer will within such fifteen (15) day period so notify Seller, and Seller within ten (10) days after receipt of such notice shall make, execute and tender to Buyer a good and sufficient deed conveying the subject property to Buyer, with full covenants of general warranty, free and clear of all liens and encumbrances, and deliver such deed to Buyer upon payment of the purchase price. Seller will, after delivery of said deed, promptly instruct the title company which issued the preliminary report on title or title commitment to issue a title policy in the name of the Buyer in the amount of the purchase price. The first Five Hundred Dollars ($500.00) of the total cost of the preliminary report on title or title commitment and title policy shall be paid by Buyer and the balance of such costs will be paid by Seller. If Buyer's examination of

the preliminary report on title or title commitment discloses that Seller does not have good and marketable title, Buyer shall notify Seller in writing, specifying such defects in Seller's title, and Seller shall have sixty (60) days from receipt of such notice in which to cure or remove such defects, at Seller's sole cost and expense, to the satisfaction of Buyer's attorneys. If Seller is unable to cure or remove such defects to the satisfaction of Buyer's attorneys within the time prescribed, Buyer shall have the right to terminate this agreement, whereupon Seller shall repay to Buyer the cash consideration theretofore paid by it hereunder.

4. All property taxes and assessments against the subject property at the date of closing shall be prorated between the Seller and Buyer as of the date of closing.

5. This agreement, upon execution, shall be binding on the parties hereto and their respective heirs, successors and assigns, and shall run with the land. This agreement may only be amended by an instrument in writing signed by the parties hereto.

6. Any notices under or inquiries regarding this agreement shall be delivered to the Seller at _____ _____, and to the Buyer at 200 East Golf Road, Palatine, Cook County, Illinois, attention: Real Estate Manager, or such other address as the parties may from time to time designate in writing. Notice may be given by registered or certified mail and in such event the date of service shall be the date on which the

the preliminary report on title or title commitment disclosed that Seller does not have good and marketable title, Buyer shall notify Seller in writing, specifying such defects in Seller's title, and Seller shall have sixty (60) days from receipt of such notice in which to cure or remove such defects, at Seller's sole cost and expense, to the satisfaction of Buyer's attorneys. If Seller is unable to cure or remove such defects to the satisfaction of Buyer's attorneys within the time prescribed, Buyer shall have the right to terminate this agreement, whereupon Seller shall repay to Buyer the cash consideration theretofore paid by it hereunder.

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6. Any notices under or implicit regarding this agreement shall be delivered to the Seller at _____ _____, and to the Buyer at 200 East Golf Road, Palatine, Cook County, Illinois, attention: Real Estate Manager, or such other address as the parties may from time to time designate in writing. Notice may be given by registered or certified mail and in such event the date of service shall be the date on which the

notice is deposited in a United States Post Office properly stamped and addressed.

IN WITNESS WHEREOF, the parties have caused the due execution of this agreement the date first above written.

Signed, Sealed and Delivered in the Presence of:

Ruth Dickson

Sharon Moss

THE PURE OIL COMPANY

By [illegible]
Vice President

Attest: [illegible]
Assistant Secretary

APPROVED

Signed, Sealed and Delivered in the Presence of:

[illegible]

Donald W. Stretzer

W. C. Padgett
W. C. PADGETT

notice is deposited in a United States Post Office properly stamped and addressed.

IN WITNESS WHEREOF, the parties have caused the due execution of this agreement the date first above written.

Signed, Sealed and Delivered
in the Presence of:

THE PURE OIL COMPANY

By

Vice President

Attest:

Assistant Secretary

Signed, Sealed and Delivered
in the Presence of:

W. C. RADCEFT

A332

STATE OF ILLINOIS)
) -ss-
COUNTY OF COOK)

Personally appeared before me, the undersigned Notary Fay Hickson, who being duly sworn says that she saw the corporate seal of THE PURE OIL COMPANY affixed to the foregoing instrument, and that she also saw R. A. Covell, a Vice President and Harry L. Wylie, an Assistant Secretary of the said corporation sign and attest the same, and that she, with Sharon Moss witnessed the execution and delivery thereof as the act and deed of the said corporation.

Fay Hickson

Sworn to before me this 27th day of May, 1965.

(SEAL)

Helen V. Ramm
Notary Public in and for
Cook County, Illinois

My commission expires:

HELEN V. RAMM
NOTARY PUBLIC, Cook County, Illinois
My commission expires [illegible]

STATE OF SOUTH CAROLINA)
) -ss-
COUNTY OF Calhoun)

Personally appeared before me, the undersigned authority, Lee C. Berry who, being duly sworn says that he saw the within named W. C. Cabot sign, seal and as his act and deed, deliver the foregoing instrument, and that he with Daniel W. Stuffer witnessed the execution thereof.

Sworn to before me this 24th day of May, 1965.

(SEAL)

Daniel W. Stuffer
Notary Public in and for
Calhoun County, South Carolina

My commission expires:
at pleasure of Governor

DEEDS

330A

STATE OF ILLINOIS)
) -ss-
COUNTY OF COOK)

Personally appeared before me, the undersigned Notary [illegible], who, being duly sworn says that he saw the corporate seal of THE PURE OIL COMPANY affixed to the foregoing instrument, and that he also saw [illegible], a Vice President and [illegible], an Assistant Secretary of the said corporation and attest the same, and that he, with [illegible] witnessed the execution and delivery thereof as the act and deed of the said corporation.

[illegible]

Sworn to before me this [illegible] day of [illegible], 1965.

(SEAL)

[illegible]
Notary Public in and for
Cook County, Illinois

My commission expires:

[illegible]
NOTARY PUBLIC, COOK COUNTY, ILLINOIS
My Commission Expires [illegible]

STATE OF SOUTH CAROLINA)
) -ss-
COUNTY OF [illegible])

Personally appeared before me, the undersigned authority, [illegible] who, being duly sworn says that he saw the within named [illegible] sign, seal and as his act and deed, deliver the foregoing instrument, and that he with [illegible] witnessed the execution thereof.

[illegible]

Sworn to before me this [illegible] day of [illegible], 1965.

(SEAL)

[illegible]
Notary Public in and for
[illegible] County, South Carolina

My commission expires:

[illegible]

DEEDS

133

331-TO END

DEEDS

VOLUME 133

PGS. 331 - TO END

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

AGREEMENT

This agreement made and entered into this 22nd day of May 1965, between Gerard D. Varn and Francis G. Muller,

WITNESSETH:

WHEREAS Gerard D. Varn and Francis G. Muller own property in Colleton County which adjoins each other, said present boundary line between parties being designated as the run of Graveyard Branch, same being the eastern boundary of Gerard D. Varn and the western boundary of Francis G. Muller. The tract of land herein referred to and owned by Francis G. Muller is that certain one hundred eighty-five (185) acre tract of land on which is located his dwelling, and

WHEREAS the parties herein have agreed for the Soil Conservation Service to survey and designate a canal to be constructed according to their survey along the Eastern boundary of G. D. Varn and the western boundary of F. G. Muller's land, and

WHEREAS the proposed canal will at times run in the center of Graveyard Branch and other times on the Western side and the Eastern side of Graveyard Branch,

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

That Gerard D. Varn and Francis G. Muller do hereby agree that they will accept the canal as their property line thereby eliminating the necessity of exchange of deeds between said parties. In fact parties conclude that it would be very difficult to execute an adequate deed from each other describing the exchange of property in view of the crisscrossing of Graveyard Branch by the canal.

Gerard D. Varn and Francis G. Muller hereby bind themselves, their heirs, Executors and Administrators to the faithful performance of this agreement executed this date.

IN WITNESS WHEREOF, We hereunto set out hands and seals this 22 day of May, 1965.

IN THE PRESENCE OF

Gerald D. Varn
Gerard D. Varn

Margaret M. Hiers

Francis G. Muller Francis G. Muller

J. H. Walker - Notary Public
Seal affixed

Recorded 5/26/65 11 A. M.

DEEDS

331A

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

Personally appeared before me Margaret M. Hiers, and made oath that he saw the within named Gerard D. Varn and Francis G. Muller, sign, seal and as their act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that he with J. H. Walker witnessed the execution thereof.

Sworn to before me this 22 day of May 1965.

Margaret M. Hiers

J. H. Walker (L.S.)
NOTARY PUBLIC OF SOUTH CARODINA J. H. Walker

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

RENUNCIATION OF DOWER

I, J. H. Walker, Notary Public of South Carolina, do hereby certify unto all whom it may concern that Mrs. Gwen B. Varn the wife of the within named Gerard D. Varn, 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 Francis G. Muller, his heirs 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 22 day of May, 1965.

Gwen B. Varn

J. H. Walker (L.S.)
NOTARY PUBLIC OF SOUTH CAROLINA J. H. Walker

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

RENUNCIATION OF DOWER

I, J. H. Walker, Notary Public of South Carolina, do hereby certify unto all whom it may concern that Mrs. Sadie P. Muller the wife of the within named Francis G. Muller, 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 Francis G. Muller, his heirs 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

Recorded 5/26/65 11 A. M.

(over)

mentioned and released.

Mrs. Sadie P. Muller

Given under my hand and seal this
22nd day of May, 1965.

J. H. Walker, Notary Public for South Carolina (L.S.)
Seal affixed.

Cust. # 109
Line MF
Colleton Co. S.C.

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

THIS INDENTURE, Made this 3 day of May, A. D., 1965, between COLLETON COUNTY, of the State of South Carolina, acting by and through its Board of County Commissioners, party of the first part, and the ATLANTIC COAST LINE RAILROAD COMPANY, a corporation organized and existing under the laws of the State of Virginia, party of the second part,

WITNESSETH: That the party of the first part, for and in consideration of One Dollar to it in hand paid by the party of the second part at or before the ensealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the party of the second part, its successors and assigns, a right of way and easement for drainage purposes on and over that certain parcel of land situate, lying and being at Garwood in the County of Colleton, State of South Carolina, and described as follows, to wit:

> Beginning at the point of intersection of the east right of way line of South Carolina Highway No. 303 and the dividing line between property of the party of the first part and property of Walterboro Veneer Company, Inc.; running thence eastwardly along said dividing line 30 feet; thence southwestwardly 42.4 feet to a point on said east right of way line 30 feet southwardly from the point of beginning; thence northwardly along said east right of way line 30 feet to the point of beginning; containing 0.01 of an acre, more or less, and being shown outlined in red on the print attached hereto and made a part hereof.

TO HAVE AND TO HOLD all and singular the said right of way and easement as hereinbefore mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, so long as same shall be used for drainage purposes.

And the said party of the first part does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Atlantic Coast Line Railroad Company, its successors and assigns, against the said party of the first part and its successors and assigns and all other persons lawfully claiming or to claim the same or any part thereof.

It is understood and agreed that this indenture shall not be binding until it has been ratified by a resolution of the said Board of County Commissioners, a certified copy of which resolution is attached hereto and made a part of this indenture and said indenture and print are copied on the minutes of said Board.

In Witness Whereof the said party of the first part has caused these presents to be duly executed the day and year first above written.

Signed, sealed and delivered in the presence of:

Frances L. Barton

Annie S. Strickland

COLLETON COUNTY, SOUTH CAROLINA

Harry M. Fripp

By Harry M. Fripp
Chairman, Board of County Commissioners

Attest: Myrtis A. Fripp
Myrtis A. Fripp Clerk

Recorded 5/26/65 9 A. M.

DEEDS

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

Personally appeared before me, a Notary Public in and for the County and State aforesaid, Frances L. Barton (Frances L. Barton), who being duly sworn, says:

That she saw the within named H. M. Fripp (H. M. Fripp) as Chairman of the Board of County Commissioners of Colleton County, South Carolina, and Myrtis A. Fripp (Myrtis A. Fripp), as Clerk thereof, as the act and deed of said County, sign, affix thereto the seal of said County and deliver the within instrument, and that she with Annie S. Strickland (Annie S. Strickland) witnessed the execution of the same.

Frances L. Barton
Frances L. Barton

Sworn and subscribed to before me
this 3 day of May,
A. D., 1965.

Cleveland F. Beach
Notary Public

Recorded 5/26/65 9 A. M.

DEEDS

Extracts from minutes of meeting of the Board of County Commissioners of Colleton County, South Carolina, held on the 3 day of May, 1965.

RESOLUTION

Be it resolved by the Board of County Commissioners of Colleton County, South Carolina, in regular meeting assembled that the Chairman of said Board be, and he hereby is, authorized to execute indenture in favor of the Atlantic Coast Line Railroad Company, and to sign same on behalf of said County, whereby said County grants unto said Railroad Company a right of way and easement for drainage purposes on and over that certain parcel of land situate, lying and being at Garwood in the County of Colleton, State of South Carolina, as more particularly described in said indenture dated May 3, 1965, to which reference is hereby made; a copy of which indenture is filed with this Board of County Commissioners.

I certify the above to be a true and correct copy.

Myrtis A. Fripp

Myrtis A. Fripp, Clerk

Recorded 5/26/65 9 A. M.

DEEDS

335A

MINERAL RIGHT AND ROYALTY TRANSFER

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON. } KNOW ALL MEN BY THESE PRESENTS:

That Sam Billingsley and Wife, Lucye V. Billingsley, of Fort Worth, Tarrant County, Texas, hereinafter called Grantors, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, we do hereby grant, bargain, sell, convey, transfer, assign and deliver unto the following Grantees, Sam R. Billingsley and his Wife, Evelyn S. Billingsley, jointly and/or severally, or to the survivor of them, who reside at Route 9, Box 233-B, Fort Worth, Texas, an undivided one-half (1/2) interest in and to the oil, gas and other minerals, in and under the land hereinafter described, and unto W. Wayne Mills and his Wife, Joanne B. Mills, jointly and/or severally, or to the survivor of them, who live and reside at 4389 Heaven Trees Road, Jacksonville, Florida, the other one-half (1/2) undivided interest in and to all of the oil, gas and other minerals, in and under and that may be produced from the following described lands situated in Colleton County, State of South Carolina:

(1) An undivided 7.18/229.75ths interest in and under that 229.75 acres of land in Colleton County, South Carolina, as more particularly described in Mineral Right and Royalty Transfer dated June 20, 1960, executed by R. W. Slemaker and Ruth Slemaker, his Wife, to Sam Billingsley, as recorded in Book 127, Page 211, Deed Records, Colleton County, South Carolina, to which deed and record thereof reference is further made for full description of said 229.75 acres of land.

(2) An undivided 69.80275/1675.25ths interest in and under that 1675.25 acres of land in Colleton County, South Carolina, as more particularly described in Mineral Right and Royalty Transfer dated June 20, 1960, executed by R. W. Slemaker and Ruth Slemaker, his Wife, to Sam Billingsley, as recorded in Book 127, Page 213, Deed Records, Colleton County, South Carolina, to which deed and record thereof reference is further made for full description of said 1675.25 acres of land.

(3) An undivided 7.5/120ths interest in and under that one hundred and twenty (120) acres of land in Colleton County, South Carolina, as more particularly described in Mineral Right and Royalty Transfer dated June 20, 1960, executed by R. W. Slemaker and Ruth Slemaker, his Wife, to Sam Billingsley, as recorded in Book 127, Page 215, Deed Records, Colleton County, South Carolina, to which deed and record thereof reference is further made for full description of said one hundred and twenty (120) acres of land.

(4) An undivided 3.9375/63rds interest in and under that sixty-three (63) acres of land in Colleton County, South Carolina, as more particularly described in Mineral Right and Royalty Transfer dated June 20, 1960, executed by R. W. Slemaker and Ruth Slemaker, his Wife, to Sam Billingsley, as recorded in Book 127, Page 209, Deed Records, Colleton County, South Carolina, to which deed and record thereof reference is further made for full description of said sixty-three (63) acres of land.

TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals, in, on and under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and

Recorded 5-31-65
9 a.m.

DEEDS

means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees, unto said Grantees, their heirs and assigns, forever; and Grantors herein for themselves and their heirs and assigns hereby agree to warrant and forever defend all and singular the said interest in said minerals, unto the said Grantees, their heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under the undersigned Grantors.

Grantees shall have the right at any time (but it is not required) to redeem for Grantors by Payment, any mortgages, taxes or other liens on the above described lands, in event of default of payment by Grantors, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, if any, heretofore made or being contemporaneously made from Grantors to Grantees; but, for the same consideration hereinabove mentioned, Grantors have sold, transferred, assigned and conveyed and by these presents do sell, transfer, assign and convey unto Grantees, their heirs and assigns, the same undivided interest (as the undivided interest hereinabove conveyed in the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto the above named Grantees, their heirs and assigns.

IN WITNESS WHEREOF WE SIGN, this the 19th day of May, 1965.

SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF:

Bess L. Christman (SEAL)
Bess L. Christman

Erna Stoll (SEAL)
Erna Stoll

Sam Billingsley (SEAL)
(SAM BILLINGSLEY)

Lucye V. Billingsley (SEAL)
(LUCYE V. BILLINGSLEY)

THE STATE OF TEXAS,
COUNTY OF TARRANT.

PERSONALLY appeared before me Erna Stoll and made oath that she saw the within named Sam Billingsley and Lucye V. Billingsley, his wife, sign, seal and as their act and deed, deliver the within Deed; and that Erna Stoll with Bess L. Christman witnessed the execution thereof.

Sworn to before me this 19th day of May, A. D. 1965.

(SEAL)

Erna Stoll - seal affixed
NOTARY PUBLIC IN AND FOR TARRANT
COUNTY, T E X A S

My commission expires
June 1st, 1965

(ERNA STOLL, NOTARY PUBLIC)

THE STATE OF TEXAS,
COUNTY OF TARRANT.

RENUNCIATION OF DOWER

That I, Erna Stoll, a Notary Public for Tarrant County, Texas, do hereby certify unto all whom it may concern, that Lucye V.

Recorded 5/31/65 9 A. M.

DEEDS

Billingsley, the Wife of the within named Sam Billingsley, 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 Grantees, their heirs 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 19th day of May, A. D. 1965.

Lucye V. Billingsley
(LUCYE V. BILLINGSLEY

Erna Stoll
Erna Stoll- Seal affixed
NOTARY PUBLIC IN AND FOR TARRANT
COUNTY, T E X A S

(ERNA STOLL, NOTARY PUBLIC)

Recorded 5/31/65 9 A. M.

DEEDS

338A

BOOK 133

339

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Willie Behling

Smoaks, South Carolina

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

FORTY FEET (40') 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 Frank Carter and Danny Davis

Easterly by lands of Vernon Padgett and Hwy 362

Southerly by lands of Harvey Kinsey

Westerly by lands of M. G. Mims and Iris Mims and Harvey Kinsey

Said tract contains 1 acre, more or less, and being the same land deeded to Grantor by Lucy John Tye by deed dated May 16, 1963. Right of way enters Grantor's land from the land of Vernon Padgett and Hwy 362 thence extending across Grantor's land in a westerly direction to the land of Harvey Kinsey.

Right-of-way to be as shown on Dwg. of South Carolina Electric & Gas Company No. CP-10300, February 8, 1965.

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 an depth that it will not interfere with the ordinary cultivation of said land, with valves, meters 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 THIRTY-FIVE 00/100 Dollars ($ 35.00) 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 obligations 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 22nd day of May, 1965.

Willie Behling (SEAL)

WITNESS:

Mary L. Behling

Woodrow Kinsey

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

recorded 5/31/65 2 P. M.

340

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PROBATE

PERSONALLY Appeared before me Fairy L. Behling and made oath the he saw the within named Willie Behling sign, seal and as his act and deed deliverthe within right of way grant for the uses and purposed therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other witnessed the due execution thereof.

Sworn to before me this 22nd day of May, 1965. Fairy L. (X) Behling
her ~~his~~ mark

Shealy G. Pendarvis, Notary Public for S. C.
Seal affixed

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

RENUNCIATION OF DOWER

I, Shealy G. Pendarvis, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Fairy L. Behling, the wife of the within named Willie Behling, 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.

Fairy L. (X) Behling
her mark

Given under my hand and seal this 22nd day of May, 1965.

Shealy G. Pendarvis, Notary Public for South Carolina
Seal affixed

Recorded 5/31/65 2 P. M.

BOOK 133

341

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I(We) Roverta W. Carter and Frank Carter, Sr.

Smoaks, South Carolina

I, 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

THIRTY FEET (30-) 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 M. G. Mims and Iris Mims

Easterly by lands of Earnest Milton and Hwy 362

Southerly by lands of Willie Behling

Westerly by lands of Danny Davis et al

Said tract contains 1 acre, more or less, and being the same land deeded to Grantor by Lucy John Tye by deed dated October 22, 1956. Right of way enters Grantor's land from the land of Earnest Milton and Hwy 362 thence extending across Grantor's land in a westerly direction to the land of Danny Davis.

Right-of-way to be as shown on Dwg. of South Carolina Electric & Gas Company No. CP-10100, February 8, 1965

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 TWENTY FIVE---------00/100 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.

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 this day and year first above written: May 22, 1965.

Roverta W. Carter (SEAL)

His Mark Frank Carter Sr. (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

WITNESS:

Lindsey R. Carter

Sheafy Henderson

Recorded 5/31/65 2 P. M.

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STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PROBATE

PERSONALLY Appeared before me McKinley A. Carter and made oath the he saw the within named Roverta W. Carter & Frank Carter, Sr. sign, seal and as their act and deed deliverthe within right of way grant for the uses and purposed therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other witnessed the due execution thereof.

Sworn to before me this 22nd day of May, 1965. McKinley A. Carter

Shealy G. Pendarvis, Notary Public for S. C.
Seal affixed

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

RENUNCIATION OF DOWER

I, Shealy G. Pendarvis, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Roverta W. Carter, the wife of the within named Frank Carter, Sr., 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.

Roverta W. Carter

Given under my hand and seal this 22nd day of May, 1965.

Shealy G. Pendarvis, Notary Public for South Carolina
Seal affixed

Recorded 5/31/65 2 P. M.

BOOK 133

3431

State of South Carolina,

County of XXXXX Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Ether [illegible] and Daniel Davis

XXXXXXXXX Smoaks, South Carolina

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

THIRTY FEET (-30-) 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. Padgett and Mims

Easterly by lands of Frank Carter

Southerly by lands of Willie Behling and H. Kinsey

Westerly by lands of H. Kinsey and M. G. Mims

Said tract, one acre, more or less, and being the same land deeded to Grantor by Lucy John Tye by deed dated May 16, 1953. Right of way enters Grantor's land from the land of Frank Carter and Willie Behling thence extenting across Grantors land in a westerly direction to the land of M.G. Mims.

Right of way to be shown on Dwg. of South Carolina Electric & Gas Company No. CP-10300, February 8, 1965

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, sleevers 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 TWENTY --------00/100 Dollars ($20.00) 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:

Ether Davis (SEAL)

His Mark Daniel Davis (SEAL)

WITNESS:

[illegible] (SEAL)

[illegible] (SEAL)

(SEAL)

(SEAL)

recorded 5/31/65 2 P. M. (SEAL)

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STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PROBATE

PERSONALLY Appeared before me McKinley A. Carter and made oath the he saw the within named Esther Davis and Daniel Davis sign, seal and as their act and deed deliverthe within right of way grant for the uses and purposed therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other witnessed the due execution thereof.

Sworn to before me this 22nd day of May, 1965. McKinley A. Carter

Shealy G. Pendarvis, Notary Public for S. C.
Seal affixed

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

RENUNCIATION OF DOWER

I, Shealy G. Pendarvis, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Esther Misgo Davis, the wife of the within named Daniel Davis, 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.

Esther Misgo Davis

Given under my hand and seal this 22nd day of May, 1965.

Shealy G. Pendarvis, Notary Public for South Carolina
Seal affixed

Recorded 5/31/65 2 P. M.

R. D. Plyler to Cox Woodlands Company

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, That I, R. D. Plyler, in the State aforesaid, for and in consideration of the sum of thirty-five thousand three hundred seventy-five and 90/100 ($35,375.90) dollars, to me in hand paid at and before the sealing and delivery of these Presents, by Cox Woodlands Company, of the State of Georgia, (the receipt whereof is hereby acknowledged), have granted, bargained sold and released, and by these Presents do grant, bargain, sell and release unto the said Cox Woodlands Company:

All that certain piece, parcel or tract of land, containing three hundred seventy-six and seven-tenths (376.7) acres, more or less, situate, lying and being in Ritter School District No. 35, Colleton County, South Carolina, and more particularly shown and delineated on a plat of survey thereof made by S. S. Snook, R.L.S. dated May 1, 1965, recorded in the office of the Clerk of Court for Colleton County, South Carolina, in Plat Book 11, Page 264, Beginning at the northeasternmost point on said tract and running South 13 degrees 15 minutes East for a distance of fifty-seven and thirteen one-hundredths (57.13) chains to a pipe; thence turning and running South 83 degrees 50 minutes West for a distance of twenty and seventy-two one-hundredths (20.72) chains to a stake; thence continuing South 83 degrees 50 minutes West for a distance of thirty-three and twenty-eight one-hundredths (33.28) chains to a stake; thence turning and running South 38 degrees 30 minutes West for a distance of fourteen and thirty-one one-hundredths (14.31) chains to an iron; thence turning and running South 37 degrees 45 minutes West for a distance of seven and seven-hundredths (7.07) chains to a point; thence turning and running North 68 degrees West for a distance of eleven and eighty-five one-hundredths (11.85) chains to an iron; thence turning and running North 24 degrees 30 minutes East for a distance of seven and nine one-hundredths (7.09) chains to a pipe; thence turning and running North 64 degrees 30 minutes West for a distance of five and twenty-two one-hundredths (5.22) chains to a point; thence turning and running North 23 degrees 30 minutes East for a distance of sixty-three one-hundredths (0.63) chains to a point; thence turning and running North 63 degrees 30 minutes East for a distance of five and fifty one-hundredths (5.50) chains to a pipe; thence continuing North 63 degrees 30 minutes East for a distance of six and thirty one-hundredths (6.30) chains to a pipe; thence turning and running North 15 degrees 30 minutes East for a distance of eight and seven one-hundredths (8.07) chains to a pipe; thence turning and running North 42 degrees West for a distance of fourteen and sixty-five one-hundredths (14.65) chains to a pipe; thence turning and running North 17 degrees 30 minutes East for a distance of thirteen and sixty-eight one-hundredths (13.68) chains to a point; thence turning and running North 14 degrees East for a distance of two (2.00) chains to a point; thence turning and running North [illegible] degrees East for a distance of two (2.00) chains to a point; thence turning and running North 4 degrees

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East for a distance of two (2.00) chains to a point; thence turning and running North 3 degrees East for a distance of eleven (11.00) chains to a point; thence turning and running North 8 degrees East for a distance of two (2.00) chains to a point; thence turning and running North 15 degrees East for a distance of two (2.00) chains to a point; thence turning and running North 23 degrees East for a distance of two (2.00) chains to a point; thence turning and running North 29 degrees East for a distance of sixteen and thirty-two one hundredths (16.32) chains to a point; thence turning and running North 79 degrees 30 minutes East for a distance of three and thirty-five one-hundredths (3.35) chains to a point; thence turning and running South 50 degrees East for a distance of eighty-six one-hundredths (0.86) chains to a point; thence turning and running South 22 degrees East for a distance of twenty-one and twenty-four one-hundredths (21.24) chains to a pine; thence turning and running South 24 degrees East for a distance of two and twelve one-hundredths (2.12) chains to a point; thence turning and running South 25 degrees West for a distance of three and four one-hundredths (3.04) chains to a point; thence turning and running South 55 degrees 30 minutes East for a distance of two and seventy-three one-hundredths (2.73) chains to a pipe; thence turning and running North 50 degrees East for a distance of two and twenty-five one-hundredths (2.25) chains to a point; thence turning and running North 19 degrees East for a distance of one (1.00) chain to a point; thence turning and running North 82 degrees East for a distance of one (1.00) chain to a point; thence turning and running North 69 degrees East for a distance of sixteen and sixty-six one-hundredths (16.66) chains to a pine; thence turning and running North 68 degrees East for a distance of nine and eighty-seven one-hundredths (9.87) chains to a pine; thence turning and running North 54 degrees East for a distance of one and forty-five one-hundredths (1.45) chains to a pipe; thence turning and running North 8 degrees West for a distance of one and twenty-six one-hundredths (1.26) chains to an oak; thence turning and running North 26 degrees 30 minutes West for a distance of two and fifty one-hundredths (2.50) chains to a point; thence turning and running North 88 degrees East for a distance of seven and thirty-two one-hundredths (7.32) chains to a point, the point of Beginning; and bounded on the North by property now or formerly of S. M. Crosby; on the East by right-of-way of Atlantic Coast Line Railroad Company, separating this tract from S. C. Highway No.303; on the South by property now or formerly of Estate of E. B. Sanders, the Beech Hill Tract, by property now or formerly of the Estate of E. B. Sanders, the Lemacks Tract, and by property now or formerly of Mary B. W. Sanders; and on the West by property now or formerly of Mary B. W. Sanders, by property now or formerly of O'Neal O'Quinn, by property now or formerly of Estate of Norman Ritter, and by State Road 15-87; within the perimeter of the above described property is a certain parcel of three and three-tenths (3.3) acres, which said acreage is excluded from the described acreage of three hundred seventy-six and seven-tenths (376.7) acres, and which said parcel was conveyed to Vernon B. Hargrove by R. D. Plyler by deed dated July 2, 1964, and recorded in the office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 136, page 133.

The above described three hundred seventy-six and seven-tenths (376.7) acre tract was acquired by R. D. Plyler in the following manner: by deed of I. A. Smoak, Judge of Probate, to J. C. Lemacks and R. D. Plyler, dated October 21, 1941, recorded October 22, 1941, in the office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 81, page 481, the said J. C. Lemacks having conveyed his interest in and to the property described in this deed

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to R. D. Plyler by deed dated October 1, 1946, and recorded October 8, 1946, in the office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 95, page 57; by deed of H. E. Savage to J. C. Lemacks and R. D. Plyler dated August 15, 1942, recorded October 19, 1942, in the office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 83, page 403, the said J. C. Lemacks having conveyed his interest in the property described in this deed to R. D. Plyler by deed dated October 1, 1946, and recorded October 8, 1946, in the office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 95, page 57; by deed of S. M. Crosby to R. D. Plyler, dated January 28, 1959, recorded January 29, 1959, in the office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 123, page 433; and by deed of Fay R. Crosby to R. D. Plyler dated May 20, 1965, and recorded May 20, 1965, in the office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 138, page 118; SAVING AND EXCEPTING, However, from the property acquired as aforesaid, the following conveyances: Deed of R. D. Plyler to S. M. Crosby, dated May 16, 1960, recorded in the office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 127, page 423; deed of R. D. Plyler to S. M. Crosby, dated January 28, 1959, recorded in the office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 123, page 440; deed of J. C. Lemacks and R. D. Plyler to Mary B. W. Sanders, dated November 14, 1941, recorded in the office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 82, page 11; and deed of R. D. Plyler to Vernon B. Hargrove, dated July 2, 1964, and recorded in the office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 136, page 133, heretofore set out.

Grantor hereby retains, reserves and is to be entitled to United States Government Soil Bank payments under his Soil Bank Conservation Reserve contract for its unexpired term of five (5) years, said payments amounting to seventeen hundred fifty-five and 36/100 ($1,755.36) dollars per year.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned, unto the said Cox Woodlands Company, its successors and assigns forever.

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 Cox Woodlands Company, its successors and assigns against myself and my heirs, executors and administrators, and any other person or persons whomsoever lawfully claiming,

Recorded June 1, 1965 10 A. M.

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or to claim the same or any part thereof.

WITNESS My Hand and Seal this 1st day of June in the year of our Lord one thousand nine hundred and sixty-five and in the one hundred and eighty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

Alice T. Beckett — R. D. Plyler (SEAL)
Alice T. Beckett — R. D. Plyler

Thomas B. Bryant III
Thomas B. A. Bryant, III

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

Personally appeared before me Alice T. Beckett and made oath that she saw the within named R. D. Plyler sign, seal and as his act and deed deliver the within written Deed; and that she with Thomas B. Bryant III witnessed the execution thereof.

SWORN to before me this 1st
day of June, A.D. 1965.

Alice T. Beckett
Alice T. Beckett

(SEAL) Thomas B. Bryant III
Notary Public, S. C. Thomas B. Bryant, III

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

I, Alice Beckett, Notary Public, S.C., do hereby certify unto all whom it may concern that Mrs. Rhame G. Plyler, the wife of the within named R. D. Plyler 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 Cox Woodlands 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 1st day of June, A. D. 1965.

Rhame G. Plyler (SEAL)

(SEAL) Alice Beckett
Notary Public for South Carolina

Recorded June 1, 1965 10 A. M.

DEEDS

348 A

RESTRICTIVE COVENANTS GOVERNING AND CONTROLLING THE "600 BLOCK", BEING A PORTION OF FOREST HILLS SUBDIVISION, ADJACENT TO THE TOWN OF WALTERBORO, COUNTY OF COLLETON, STATE OF SOUTH CAROLINA.

The restrictive covenants herein outlined are recorded as a blanket encumbrance against every lot below numbered in a portion of the "600 Block" of Forest Hills Subdivision, near the Town of Walterboro, County of Colleton, State of South Carolina, as delineated on a plat made by S. S. Snook, Registered Surveyor, of date May 10, 1965, entitled "Forest Hills Subdivision - 600 Block, Walterboro, South Carolina." The restrictive covenants herein outlined shall apply to the following lots in the above mentioned plat of S. S. Snook, Registered Land Surveyor, of date May 10, 1965, to wit: Lots numbered 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, and 641.

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1985, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Recorded June 1, 1956 3 P. M.

DEEDS

2. All the lots as shown on the plat above mentioned, numbered and set out as Lots 602-641, both inclusive, shall be known as residential lots.

No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling, to cost no less than $15,000.00. There may be constructed in conjunction with said dwelling a private garage and/or other outbuildings necessary to the domestic use of the said building.

3. No building shall be erected on any residential building lot numbered above nearer than forty (40') feet to the front lot line, or nearer than fifteen (15') feet to any side lot line, except the side line restriction shall not apply to a garage on the rear one quarter of a lot except that on corner lots no structure shall be permitted nearer than fifteen (15') feet to the said street line, and except that two or more of the lots above mentioned and numbered herein may be consolidated into one lot, and in such event the said line restrictions shall apply to the consolidated lot and not to the individual lots composing same.

4. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract of numbered lots herein set forth shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

6. A perpetual easement is reserved over the rear ten (10') feet of each lot for utility installation and maintenance.

recorded June 1, 1965 3 P. M.

DEEDS

7. No house shall be built on any lot unless the said lot be served with septic tank, approved by the South Carolina State Board of Health, or by city Sewerage.

8. It is specifically provided that no lot herein described can be further subdivided for purposes of sale.

IN WITNESS WHEREOF, the owners, Novit-Siegel Real Estate Company, Inc., L. G. Fishburne, W. J. McLeod, Jr., and J. W. Skardon, have set their hands and seals this 15th day of May 1965.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Mary Nell E. Jenkins

Norma S. Miley

NOVIT-SIEGEL REAL ESTATE COMPANY, INC.

BY Sam Siegel (L.S.)
Sam Siegel, President

L. G. Fishburne (L.S.)
L. G. Fishburne

W. J. McLeod, Jr. (L.S.)
W. J. McLeod, Jr.

J. W. Skardon (L.S.)
J. W. Skardon

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me Mary Nell E. Jenkins and made oath that she saw the within-named Novit-Siegel Real Estate Company, Inc., by Sam Siegel, its President, L. G. Fishburne, W. J. McLeod, Jr. and J. W. Skardon, sign seal and as their acts and deeds, deliver the within-written Restrictive Covenants for the uses and purposes therein mentioned and that she with Norma Miley, witnessed the execution thereof.

SWORN to before me this 15th day of May, 1965. Mary Nell E. Jenkins

Norma S. Miley, Notary Public for South Carolina (SEAL)
My Commission expires at the pleasure of the Governor.

Recorded June 1, 1965 3 P. M.

DEEDS

351A

STATE OF SOUTH CAROLINA,)
) CONTRACT OF SALE
COUNTY OF COLLETON.)

WHEREAS on the 24th day of February, 1965, Flack-Jones Lumber Company, Inc., and E. Berien Sanders, Jr., Individually and as Executor of the Last Will and Testament of the late E. B. Sanders, Sr., entered into a certain Agreement concerning tracts of land situate in the County of Colleton, State of South Carolina, being in there aggregate approximately One Thousand, Forty-Five (1,045) acres and more commonly known as North Beech Hill, West Beech Hill, The Lemacks Tract, and The Hickman Tract which said Agreement had a varying price of between Seventy-Five Thousand ($75,000.00) Dollars and Eighty-Five Thousand ($85,000.00) Dollars to be agreed upon by a more detailed inspection of the premises; at the Eighty-Five Thousand ($85,000.00) Dollar figure the per acreage price to be determined by accurate survey at the following prices in regard to the following tracts to-wit: West Beech Hill, Sixty ($60.00) Dollars per acre; North Beech Hill, One Hundred ($100.00) Dollars per acre; The Lemacks Tract, Sixty ($60.00) Dollars per acre; and The Hickman Tract Eighty-Nine Dollars and 74/100 ($89.74) per acre; and WHEREAS the said E. Berien Sanders, Jr., Individually and as Executor of the Last Will and Testament of the late E. B. Sanders, Sr., is desirious of retaining the Southern Portion of what is commonly known as West Beech Hill and giving to the said Flack-Jones Lumber Company, Inc, credit per acre of seventy-seven / eighty-fifths (77/85's) of the Sixty ($60.00) Dollar per acre price against an agreed and established price of Seventy-Seven Thousand ($77,000.00) Dollars, PROVIDED the acreage as determined by accurate survey is in agreement with the acreage as described in said Agreement of 24 February, 1965, recorded in Deed Book 133, at Page 181 RMC Office for Colleton County.

WITNESSETH, NOW KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Five ($5.00) Dollars paid

Recorded June 2, 1965 9 A. M.

DEEDS

by each party to the other, the receipt whereof is hereby acknowledged and the mutual covenants and agreements herein set forth the said E. Berien Sanders, Jr., Individually and as Executor of the Last Will and Testament of the late E. B. Sanders, Sr., and as agent for Laura Maner S. Drake and Laura Maner Sanders, does hereby and herein grant, bargain sell, and agree to sell a good and marketable fee simple title free and clear of all encumbrances to the real property hereinafter described upon the terms and conditions hereinafter set forth unto the said Flack-Jones Lumber Company, Inc. and the said Flack-Jones Lumber Company, Inc., does covenant and agree to purchase and buy said good and marketable fee simple title free and clear of all encumbrances to the real property hereinafter described upon the terms and conditions hereinafter set forth; the description of the property is as follows to-wit:

All that certain piece, parcel, or tract of land situate, lying, and being near the Village of Ritter, in the County of Colleton, State of South Carolina, measuring and containing Two Hundred Seventy (270) acres more or less more commonly known as "North Beech Hill" butting and bounding as follows to-wit: North and Northwest by Cook's Hill Plantation and lands of Hooker; Southeast and South by a power line of the South Carolina Electric and Gas Co., separating this from the remainder of Beech Hill; and West by South Carolina Highway No. 303.

ALSO

All that certain piece, parcel, or tract of land situate, lying, and being near the Village of Ritter, in the County of Colleton, State of South Carolina, measuring and containing Two Hundred Thirty (230) acres and known as "West Beech Hill" butting and bounding as follows to-wit: North on lands of Plyer; East on the Atlantic Coast Line Railroad leading from Green Pond to Walterboro; South by what is commonly known as Aukland Plantation, lands of the Party of the First Part; West by lands of Carter and Britt; and Northwest by the Lemacks Tract hereinafter described.

ALSO

All that certain piece, parcel, or tract of land situate, lying, and being near the Village of Ritter, in the County of Colleton, State of South Carolina, measuring and containing One Hundred Fifty Five (155) acres more or less commonly known as the Lemacks Tract butting and bounding

DEEDS

as follows to-wit: North by lands of Plyer; East by what is commonly known as "West Beech Hill" hereinabove described; South by lands of Britt; West by lands of Mary Sanders and R. B. Drake; and Northwest by lands of Plyer and the Old School House property.

ALSO

All that certain piece, parcel, or tract of land situate, lying, and being near the Village of Ritter, in the County of Colleton, State of South Carolina, measuring and containing Three Hundred Ninty (390) acres more or less commonly known as the Hickman Tract butting and bounding as follows to-wit: North by lands of McDonald Ritter and lands of William's Furniture Company; East by a South Carolina Public Road (C-87); South by lands of E. G. Ritter; and West by lands of William's Furniture Company.

upon the terms and conditions as follows to-wit:

1. It is agreed by and between the parties hereto that the said E. Berien Sanders, Jr., Individually and as Executor of the Last Will and Testament of the late E. B. Sanders, Sr., and as agent for Laura Maner S. Drake and Laura Maner Sanders, does hereby and herein bind himself and theirselves to grant, bargain, sell, and convey a good and marketable fee simple title to the above described property at a price of Seventy-Seven Thousand ($77,000.00) Dollars and the said Flack-Jones Lumber Company, Inc., does hereby and herein bind itself to purchase and buy the above described good and marketable fee simple title free of all encumbrances at said price of Seventy-Seven Thousand ($77,000.00) Dollars subject to the surveys of a per acre determination as hereinafter set forth.

2. It is agreed by and between the parties hereto that the said Seventy-Seven Thousand ($77,000.00) Dollars is arrived at as follows to-wit:

NORTH BEECH HILL, 77/85's of One Hundred ($100.00) Dollars per acre on two hundred seventy (270) acres.

WEST BEECH HILL, 77/85's of Sixty ($60.00) Dollars per acre on two hundred thirty (230) acres.

THE LEMACKS TRACT, 77/85's of Sixty ($60.00) Dollars per acre on one hundred fifty-five (155) acres.

THE HICKMAN TRACT, 77/85's of Eighty-Nine Dollars and 74/100 ($89.74) per acre on three hundred ninty (390) acres.

Recorded June 2, 1965 9 A. M.

DEEDS

and it is agreed that should the surveys show different acreage from the above described, then and in that event, the said sale and purchase price shall be in accordance with the said price per acre.

3. It is agreed by and between the parties hereto that the said E. Berien Sanders, Jr., Individually and as Executor of the Last Will and Testament of the late E. B. Sanders, Sr., and as agent for Laura Maner S. Drake and Laura Maner Sanders, is desirious of retaining a portion of what is commonly known as West Beech Hill including the power line and South thereof, the amount of acreage of the same to be determined by survey as aforesaid mutliplied times the per acre price as above set forth to be credited against the Seventy-Seven Thousand ($77,000.00) Dollars.

4. It is agreed by and between the parties hereto that this Contract of Sale is to include the timber and trees on the above described Hickman Tract containing three hundred ninty (390) acres and the Lemacks Tract containing one hundred fifty-five (155) acres, but not to include the saw timber ~~and trees~~ on the above described North Beech Hill Tract containing two hundred seventy (270) acres and West Beech Hill Tract containing two hundred thirty (230) acms.

5. It is agreed by and between the parties hereto that the terms and conditions of this Contract will be performed in all of its particulars on or before the 30th day of June, 1965.

TO HAVE AND TO HOLD ALL AND SINGULAR the rights, covenants, and agreements herein granted unto the respective parties, their heirs and assigns or successors and assigns for and during the term herein set forth.

Recorded June 2, 1965 9 A. M.

DEEDS

WITNESS our Hand and Seal this 1st day of June, 1965.

E. Berrien Sanders, Jr.

Individually and as Executor of the Last Will and Testament of E. B. Sanders, Sr., and as agent for Laura Maner S. Drake and Laura Maner Sanders

WITNESSES:

Barbara H. Merrithew

N. H. Hamilton

FLACK-JONES LUMBER COMPANY, INC.

BY: George H. Seago, Jr.
Vice President

STATE OF SOUTH CAROLINA,)
COUNTY OF COLLETON.)

PERSONALLY appeared before me Barbara H. Merrithew and made oath that she saw the within named E. Berien Sanders, Jr. Individually and as the Executor of the Last Will and Testament of E. B. Sanders, Sr., and as agent for Laura Maner S. Drake and Laura Maner Sanders and George H. Seago, Jr., Vice President of Flack Jones Lumber Company, Inc., sign, seal, and as their act and Deed, deliver the within written Contract of Sale, and that she with N. H. Hamilton witnessed the execution thereof.

SWORN to before me this 1st day of June, 1965.

Barbara H. Merrithew

Notary Public for South Carolina.
N. H. Hamilton

Recorded June 2, 1965 9 A. M.

DEEDS

356a

357

State of South Carolina,

ONE

KNOW ALL MEN BY THESE PRESENTS that I (We) C. A. Bailey

Hwy 61 Canadys, S. C.

aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar and paid receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal

South Carolina, a right of way, over such route as Grantee had selected, having a width of

SEVENTY (70--) 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 South Carolina Highway # 61

Easterly by lands of Grantor et al

Southerly by lands of M. H. Bailey

Westerly by lands of M. H. Bailey

Said tract contains 28 acres, more or less, and being the same land deeded to Grantor by W. C. Bailey by deed dated July 31, 1958. Right of way enters Grantor's land from South Carolina Highway #61 thence extending across Grantor's land in a westerly direction to the lands of N. H. Bailey.

Right of way to be as shown on Dwg. of South Carolina Electric & Gas Company GP-10300 February 8, 1965

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission 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 the said 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, drovers 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 ----00/100 Dollars ($ 400.00) 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.

[illegible] Grantors [illegible] shall bind Grantors [illegible] heirs, executors, administrators, successors and assigns, as the [illegible] shall include Grantee's [illegible] 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.

C. A. Bailey (L.S.)

WITNESS:

Carolyn B. Garrett

Shealy G. Pendarvis

recorded 6/8/65 4 P. M.

358

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me Carolyn B. Garrett and made oath that she saw the within named C. A. Bailey 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 Shealy G. Pendarvis x in the presence of each other witnessed the due execution thereof.

Carolyn B. Garrett

Sworn to before me this 3rd day
of June, 1965.

Shealy G. Pendarvis, N. P. for South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

RENUNCIATION OF DOWER

I, Shealy G. Pendarvis, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Arthie P. 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 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 3rd day of June, 1965.

Shealy G. Pendarvis
Notary Public for South Carolina

Arthie P. Bailey

Recorded June 8, 1965 4 P. M.

BOOK 133

Etta Reid 832-2921
Rt 1 Box 143
Cottageville, S.C.

File

0359

Project: Canadys

STATE OF SOUTH CAROLINA)
)
COUNTY OF Colleton)

SAND PIT AND PLANT SITE AGREEMENT

Sloan Construction Co., Inc., Box 2008, Phone CEdar 3-3663, Greenville, South Carolina, afterward referred to as Sloan, and Etta Reid, afterward referred to as Owner, agree as follows:

(1) Owner gives to Sloan the right to excavate and remove sand in the Sand Pit herein described at a price of $ 800.00 per acre.
Description:
Sand located on open field on north side of SC Rt 61 approximately 10 miles east of Canadys, S.C. across from the Reid House.

(2) In the event Sloan does excavate and remove any sand, it will be excavated about depth of sand ~~[illegible]~~ over about 2 acres or about total sended cubic yards.

(3) Owner agrees to rent Sloan a Plant Site for $ included in sand price described as follows:
Plant site adjacent to or on sand pit site.

(4) Sloan agrees to leave the Plant Site and Sand Pit in machine smooth condition so that it will drain as well as it did before and will not be a hazard to livestock.

(5) During the rental period, Owner will not allow any other asphalt plant operations on the Plant Site and will not allow anyone other than Sloan or agents to remove sand from the Sand Pit.

(6) Owner grants to Sloan the right of access to the Plant Site and Sand Pit from any public road.

(7) This agreement expires Dec 31, 1965.

WITNESSES:

AS TO OWNER: Thelma Anderson

ACCEPTED BY OWNER OF PLANT SITE & SAND PIT: Etta Reid

DATE: March 22, 1965

AS TO SLOAN CONSTRUCTION CO., INC. [illegible]

SIGNED FOR SLOAN CONSTRUCTION CO., INC. K. A. Sherrill Jr.

DATE: March 22, 1965

Received from Sloan Construction Co., Inc. this _____ day of _____, 19 ____, $_____ because of Agreement above.

WITNESS: _____ OWNER: _____

Form: Sloan 5-6, 10/21/57

Ck #50345
3-23-65
$1600.00 for 2 acres

C/S #11-53
Ck #[illegible]

Recorded 6/14/65 2 P. M.

DEEDS

3160

BOOK 133

361

Project: Canadys

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

SAND PIT AND PLANT SITE AGREEMENT

Sloan Construction Co., Inc., Box 2008, Phone CEdar 3-3663, Greenville, South Carolina, afterward referred to as Sloan, and Daisy Marshall and Clara M. Lewis afterward referred to as Owners, agree as follows:

(1) Owners give to Sloan their right to excavate and remove sand in the Sand Pit herein described at a price of $1,800.00.
Description:
Sand located in open field on North side of S.C. Rt. 61 approximately 10 miles East of Canadys, S.C., across from the Reed house.

(2) In the event Sloan does excavate and remove any sand, it will be excavated about depth of sand over about two acres or about total needed cubic yards.

(3) Owner agrees to rent Sloan a Plant site for included in sand price described as follows:
Plant site adjacent to or on sand pit site.

(4) Sloan agrees to leave the Plant Site and Sand Pit in machine smooth condition so that it will drain as well as it did before and will not be a hazard to livestock.

(5) During the rental period, Owners will not allow any other asphalt plant operations on the Plant Site and will not allow anyone other than Sloan or agents to remove sand from the Sand Pit.

(6) Owners grant to Sloan the right of access to the Plant Site and Sand Pit from any public road.

(7) This agreement expires December 31, 1965.

WITNESSES:
AS TO OWNERS:

J. D. Parler

Henrietta T. Howell

ACCEPTED BY OWNERS OF PLANT SITE AND SAND PIT

Daisy Marshall

Daisy Marshall

Clara M. Lewis

Clara M. Lewis

Date: _____

AS TO SLOAN CONSTRUCTION Co., Inc.

Daneal Steltzer

Frank Miller, Jr.

SIGNED FOR SLOAN CONSTRUCTION CO., INC

T. W. Dunn

T. W. Dunn

Date: 6/8/65

Recorded June 14, 1965 2 P. M.

Recorded June 23 - 1965 - 30m

DEEDS

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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 Fred L. Fraser of 112 Bailey Street, Walterboro, S. C. hereinafter called "PURCHASER," whether one or more,

WITNESSETH:

1. That the Association is the owner of

All that certain lot of land, together with the buildings and improvements thereon, in the Town of Walterboro, County of Colleton, State of South Carolina, bounded and measuring as follows: On the North by Bailey Street and measuring thereon fifty (50) feet; on the East by lot of Mrs. Herman Crosby and measuring thereon one hundred fifty and five tenths (150.5) feet; on the South by lot of S. Williams and measuring thereon fifty and two-tenths (50.2) feet; and on the West by lot of H. M. Bailey and measuring thereon one hundred fifty (150) feet, as reference to a plat thereof prepared by G. E. Miley, Jr., Registered Land Surveyor, dated 21 April 1960 will show.

This is the same property conveyed to First Federal Savings and Loan Association of Beaufort by Deed of David L. Smith dated February 26, 1965, recorded in Deed Book 137, page 494, Colleton County.

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6-22-1965

DEEDS

STATE OF SOUTH CAROLINA,
COUNTY OF Charleston.

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

Fred A. Fraser of 117 Bailey Street, Walterboro, S. C.

hereinafter called "PURCHASER," whether one or more,

WITNESSETH:

1. That the Association is the owner of

All that certain lot of land, together with the building and improvements thereon, in the Town of Walterboro, County of Colleton, State of South Carolina, bounded and measuring as follows: On the North by Bailey Street and measuring Forty-Nine (49) feet on the East by lot of Mrs. Lorene Crosby and measuring thereon one hundred fifty one feet five inches (151.5) feet on the South by lot of S. Williams and measuring thereon fifty and four-tenths (50.4) feet and on the West by lot of M. A. Bull and measuring thereon one hundred fifty (150) feet. Reference to a plat thereof prepared by C. E. Hill, Jr., Registered Land Surveyor, dated 21 April 1967 will show.

This is the same property acquired by First Federal Savings and Loan Association of Beaufort by deed of Sarah W. Crosby dated Friday 21, 1967, recorded in Book Book [illegible] page 414, Colleton County.

6-26-1975

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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 Five Thousand, Five Hundred and No/100 ---------- ($5,500.00) Dollars to be paid in the manner following: The sum of Two Hundred and No/100 ------ ---------- ($200.00) 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, Three Hundred and No/100 ---------- ($5,300.00) 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 Fred L. Fraser (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 and No/100 ----- ---------- ($40.00) Dollars each, commencing on the first day of August, 19 65, 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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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 21st day of June, 1965, and witness the Hand and Seal of the within Fred L. Fraser this 21st day of June, 1965.

Signed, Sealed and Delivered in Presence of:

Myrtle P. Cooper

Grace H. Smith

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas

CALHOUN THOMAS, *President.*

ATTEST:

James G. Thomas

JAMES G. THOMAS, *Manager.*

Eleanor Connelly

Fred L. Fraser (SEAL)

Fred L. Fraser *Purchaser.*

R. Emmett Tabaz

(SEAL)

Purchaser.

7. That the premises are bought and sold in their present state of repair. As an additional consideration for the agreement, the purchaser shall keep the premises in herein-before 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 herein 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, insurance and assessments, be due and unpaid for a period of fifteen (15) day, the said Association, shall, at its option, be relieved and released of any liability to make and deliver any such Deed to the Purchaser, in any such event, the right of the Association, shall be wholly free and determine forever, and the said Purchaser, or any of the parties claiming under or by virtue of the minutes of or contract to the terms of this lease, and the said Association shall thereupon [illegible] possession of the premises and to pursue such remedies as it may be entitled to under the law in such case. The sum paid by the Purchaser hereunder shall be treated as rent or as liquidated damages, at the option of the Association, for any failure the payment of the purchase money and such the specific performance of this agreement.

9. That there are no other agreements relating to the sale, either verbal or written, and this instrument is the entire contract of sale.

IN WITNESS WHEREOF, the Federal Savings and Loan Association of Detroit has caused the [illegible] to be executed in its name by Gideon Thomas, its President, and attested by Jim [illegible] Thomas, its Secretary, and the Corporate Seal to be hereto affixed, this 21st day of June, 1985, and year of the Independence of the United States.

Fred L. Fraser

this 21st day of June, 1985.

Signed, Sealed and Delivered in Presence of:

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF DETROIT

By [illegible]
President

ATTEST:

[illegible]
Secretary

Fred L. Fraser Witness

[illegible]
Witness

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-Page Three-

STATE OF SOUTH CAROLINA,
COUNTY OF Beaufort

PERSONALLY appeared before me Grace H. Smith 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 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.

Grace H. Smith

SWORN to before me, this 21st day of June, 1965.

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

STATE OF SOUTH CAROLINA,
COUNTY OF Beaufort

PERSONALLY appeared before me Eleanor Connelly and made oath that she saw the within-named Fred L. Fraser sign, seal, and, as his act and deed, deliver the within-written Sales Contract; and that she with R. Emmett Gahagan witnessed the execution thereof.

Eleanor Connelly

SWORN to before me, this 21st day of June, 1965.

R. Emmett Gahagan (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF Beaufort

I, R. Emmett Gahagan, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Doris Fraser the wife of the within-named Fred L. Fraser, 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 21st day of June, A. D. 1965.

Doris Fraser (SEAL)

R. Emmett Gahagan (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

Fred L. Fraser

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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DEEDS

365

REVOCATION OF POWER OF ATTORNEY

29

KNOW ALL MEN BY THESE PRESENTS: That Federal National Mortgage Association, a Corporation organized under an Act of Congress and existing pursuant to the provisions of the Federal National Mortgage Association Charter Act, having its principal office in the City of Washington, District of Columbia, hereby and by these presents does revoke that certain Power of Attorney executed by it under date of October 21, 1964, appointing H. E. JENKINS, of the City of ATLANTA, FULTON COUNTY, GEORGIA, its true and lawful agent and attorney, for certain purposes in said power set out.

IN WITNESS WHEREOF, the Federal National Mortgage Association has caused its corporate name to be subscribed hereto by its President and its corporate seal to be hereunto affixed and attested by its Secretary on this 19th day of April, 1965.

(SEAL) FEDERAL NATIONAL MORTGAGE ASSOCIATION

A. C. Hamstreet
Secretary

By J. S. Baughman
J. S. Baughman - President

WITNESSES: Alice M. Boyer

W. T. Jacobs

DISTRICT OF COLUMBIA, ss:

Personally appeared before me, W. T. Jacobs who, being duly sworn, says that he saw the corporate seal of the FEDERAL NATIONAL MORTGAGE ASSOCIATION affixed to the foregoing Revocation of Power of Attorney, and that he also saw J. S. Baughman, President and A. C. Hamstreet, Secretary, of said corporation, sign and attest the same, and that he with Alice M. Boyer witnessed the execution and delivery thereof as the act and deed of said corporation.

Sworn to and subscribed before me this 19th day of April, 1965.

W. T. Jacobs
Witness

Catherine B. Sherwood
Notary Public in and for the District of Columbia

My commission expires: December 14, 1969

FILED IN OFFICE OF CLERK OF COUNTY COMMISSIONERS
JUN 8 11 01 AM '65
C. L. PATRICK, CLERK
BY [illegible]

Recorded June 24 9 am -1965

SOUTH CAROLINA

DEEDS

366

BOOK 133

367

State of South Carolina,
County of Colleton

June 14, 1965

KNOW ALL MEN BY THESE PRESENTS that I (We) Herman R. Robertson
Smoaks, South Carolina

county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do 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

---FORTY-- (-40-) 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 A. L. Smoak

Easterly by lands of Smith Estate

Southerly by lands of Grantor et al

Westerly by lands of W. H. Varn

Said tract contains 17 acres, more or less and being the same land deeded to Grantor by J.O. Carroll by deed dated January , 1964. Right of way enters Grantor's land from the land of Smith Estate and W. B. Kinsey thence extending across Grantor's land in a westerly direction to the land of W. H. Varn.

Right of way to be as shown on Dwg. of South Carolina Electric & Gas Company No. CP-10300, February 8, 1965

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 FIFTY ---------00/100 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.

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:
O P Robertson
Shirley B Bendavis

Herman R Robertson (SEAL)
Herman R. Robertson (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Recorded June 24, 1965, ~~at 2 P.M.~~

Form RW-1-80—1-80

Recorded June 25 - 1965 - 30m

DEEDS

368

State of South Carolina,
County of Colleton

Personally appeared before me C. P. Robertson and made oath that he saw the within named Herman R. Robertson

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 Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

C. P. Robertson

Sworn to before me this 14th day of June, 19 65

Shealy G. Pendarvis
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, Shealy G. Pendarvis, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Madge G. Robertson, the wife of the within named XXXXXXXXXX Herman R. Robertson, 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.

Madge G. Robertson

Given under my hand and seal this 14th day of June, 19 65

Shealy G. Pendarvis
Notary Public for S. C.

Line
County: COLLETON

RIGHT OF WAY GRANT

HERMAN R. ROBERTSON

TO

South Carolina Electric & Gas Company

Dated: June 14, 19 65

Received in the Clerk's Office of the County at 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 133

369

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I ~~OWN~~ A. L. Smoak, Jr.
S.C. Highway 217, Smoaks, S. C.

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 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

Thirty (30) 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 Grantor, et al

Easterly by lands of W. B. Kinsey and Smith Est.

Southerly by lands of H. R. Robertson

Westerly by lands of W. H. Varn

Said tract contains 133 acres, more or less, and being the same land deeded to Grantor by Oliver J. Maxey by deed dated September 16, 1947. Right of way enters Grantor's land from the land of Kinsey and Smith; thence extending across Grantor's land in a westerly direction to the land of W. H. Varn. Right of way to be as shown on drawing of South Carolina Electric & Gas Company No. CP-10300, February 8, 1965.

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 Seventy-Five ----00/100 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.

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 7th day of May, 1965.

A L Smoak Jr. (SEAL)
A.L.Smoak Jr. (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS:
Marie C. Smoak
Shirley G. Pendarvis

Recorded June 24, 1965, at 2 P.M.

Form SW-1-M-6-63

Recorded June 25 - 1965 - 30m

DEEDS

369a

STATE OF SOUTH CAROLINA.
COUNTY OF COLLETON.
PERSONALLY APPEARED Beforeme Mamie C.Smoak who make oath that he saw the withinh named A.L.Smoak Jr. sign, seal and as his act and deed, deliver thewithin 'Right of Way Grant for the uses and Purposes' therein mentioned, and that he with Shealy G.Pendarvis, in the Presence of Eahh other, witnessedthe Execution thereof.

SWORn to before me this 7th day of ~~August~~
May 1965

Mamie C.Smoak.

Shealy G.Pendarvis.
Notary Public for S.C.
Seal Affixed.

STATE OF SOUTH CAROLINA,)
COUNTY OF COLLETON.)

DEED

WHEREAS, on the 24th day of February, 1964, Flack-Jones Lumber Company, Inc., and E. Berien Sanders, Jr., Individually and as Executor of the Last Will and Testament of the late E. Berien Sanders, Sr., as agent for Laura Maner Sanders and Laura Maner S. Drake, entered into a certain agreement concerning tracts of land situate in the County of Colleton, State of South Carolina, which was extended and modified by agreement of the parties dated 1 June, 1965, and WHEREAS The parties have agreed that certain acreage of what is commonly known as "West Beech Hill" shall be retained by the grantors; and the parties are desirious of conveying the hereinafter described real property to the best interest of the estate of the late E. Berien Sanders, Sr., and the parties hereto.

NOW KNOW ALL MEN BY THESE PRESENTS that We, E. Berien Sanders, Jr., Individually and as Executor of the Last Will and Testament of the late E. B. Sanders, Sr., Laura Maner Sanders, and Laura Maner S. Drake, in the State aforesaid in consideration of the sum of Sixty-Four Thousand, Ninty-Seven Dollars and Fifty-Four Cents ($64,097.54) to us in hand paid at and before the sealing of these presents by Flack-Jones Lumber Company, Inc., a South Carolina Corporation, the receipt whereof is hereby acknowledged), have granted, bargained, sold and released and by these presents do grant, bargain, sell, and release unto the said Flack-Jones Lumber Company, Inc., its successors and assigns:

> All that certain piece, parcel, or tract of land; situate, lying, and being near the Village of Ritter, in the County of Colleton, State of South Carolina, measuring and containing Two Hundred Fifty-One (251) acres according to a Plat hereinafter referred to and having such courses, distances, metes, and bounds as follows to-wit: Beginning at its Northeastern most corner and running South 40° 50' West for a distance of 94 15/100 chains along the Northwestern boundary of the South Carolina Electrix and Gas Company right-of-way to an iron; thence running North 13° West along South Carolina Highway No. 303 for a distance of 56 50/100 chains to an iron; thence running

Recorded June 25 - 1965 - 30m

DEEDS

North 65° 30' East for a distance of 19 and 15/100 chains along lands of Hooker to an iron; thence running North 69° East for a distance of 37 95/100 chains along what is commonly known as Cook's Hill Plantation, recently purchased by the said Flack-Jones Lumber Company, Inc., to an iron; thence running South 78° East for a distance of 21 46/100 chains along said Cook's Hill Plantation lands and lands of Singleton to the point of beginning.

The above described tract of land will more fully appear reference being had to a Plat of the same by G. E. Miley, Jr., Surveyor, dated June 23, 1965, and recorded in Plat Book , at Page , RMC Office for Colleton County, reference to which is hereby and herein craved and the same is made a part and parcel hereof.

The above described tract is more commonly known as North Beech Hill and on the above incorporated Plat is set forth as "Beech Hill, 251 Acres".

ALSO

All that certain piece, parcel, or tract of land; situate, lying, and being near the Village of Ritter, in the County of Colleton, State of South Carolina, measuring and containing Thirty-Two and 5/10 (32 5/10) acres, according to a Plat hereinafter referred to and having such courses, distances, metes, and bounds as follows to-wit: Beginning at its Northwestern most corner and running North 84° East for a distance of 20 70/100 chains to an iron; thence running South 13° West along the Atlantic Coast Line Railroad right-of-way for a distance of 2 25/100 chains to an iron; thence running South 40° 50' West for a distance of 37 15/100 chains along the Northwestern boundary of the South Carolina Electric and Gas Company right-of-way to an iron; thence running North 7° East for a distance of 2 54/100 chains to an iron; thence running Northeast along the tract hereinafter described to an iron, the point of beginning.

The above described tract of land will more fully appear reference being had to a Plat of the same by G. E. Miley, Jr., Surveyor, dated June 23, 1965, and recorded in Plat Book , Page , RMC Office for Colleton County, which is made a part and parcel hereof, incorporated herein, and reference is craved thereto.

The above described tract is more commonly known as West Beech Hill and will appear on said Plat as "Beech Hill, 32.5 Acres" and is immediately adjacent to the hereinafter described tract which when the acreages are added together makes one contiguous tract.

ALSO

All that certain piece, parcel, or tract of land; situate, lying, and being near the Village of Ritter, in the County of Colleton, State of South Carolina, measuring and containing One Hundred Fifty-Three and four/tenths (153 4/10)

DEEDS

acres according to a Plat hereinafter referred to and having such courses, distances, metes, and bounds as follows to-wit: Beginning at its Northeastern most corner and running in a Southwesterly direction along the tract immediately above described to an iron; thence running South 72° West for a distance of 28 18/100 chains along lands of Britt to a concrete marker; thence running South 29°East for a distance of 15 12/100 chains along lands of said Britt to an iron; thence running South 60° 15' West for a distance of 20 29/100 chains along lands of Britt to an iron; thence running South 27° East for a distance of 4 78/100 chains along lands of Britt to an iron; thence running North 60° West for a distance of 5 11/100 chains along lands of Britt to an iron; thence running North 38° 30' West for a distance of 3 85/100 chains along State Road No. 87 to an iron; thence running North 31° East for a distance of 6 and 26/100 chains along lands Richard B. Drake to an iron; thence running North 90 45' West for a distance of 22 and 7/100 chains along lands of the said Richard B. Drake to an iron; thence running South 83° West for a distance of 11 1/100 chains along lands of the said Richard B. Drake to an iron; thence running North 38° East for a distance of 12 and 20/100 chains along lands of Mary Sanders to a concrete marker; thence running North 38° East for a distance of 7 7/100 chains along lands of Cox Woodlands Inc., to an iron; thence running North 38° 30' East for a distance of 14 and 30/100 chains along lands of Cox Woodlands, Inc., to an iron; thence running North 84° East for a distance of 33 30/100 chains to an iron, the point of beginning.

The above described tract of land will more fully appear reference being had to a Plat of the same by G. E. Miley, Jr., Surveyor, dated June 23, 1965, and recorded in Plat Book , Page , R.C Office for Colleton County which said Plat designates said tract "Lemacks Tract, 153.4 Acres Gross, Less 3.4 Acres Power Line, 150 Acres Net". It is the true intention, however, that the conveyance shall include the power line and the property Southwest thereof. That is to say, it is the true intention of the parties hereto that this conveyance is to include the entire 153 4/10 acres and said Plat as to said acreage is incorporated herein and made a part and parcel hereof.

ALSO

All that certain piece, parcel, or tract of land; situate, lying, and being near the Village of Ritter, in the County of Colleton, State of South Carolina, measuring and containing Three Hundred Eighty-Four & 5/10 (384.5) acres according to a Plat hereinafter referred to butting and bounding as follows to-wit: North on lands of Williams Furniture Company and of McDonald Ritter; East on State Road No. 87 and lands of E. G. Ritter; South on lands of E. G. Ritter; and West on lands of Williams Furniture Company and lands of E. G. Ritter.

DEEDS

The above described tract of land will more fully appear reference to a "Plat of Survey made of the Hickman Tract for Flack-Jones Lumber Company" by G. E. Miley, Jr., Surveyor, dated 23 June, 1965, and recorded in Plat Book 11, Page 273, RMC Office for Colleton County which said Plat is incorporated herein and made a part and parcel hereof.

The above described tract of land is better known as the Hickman Tract.

Subject, however, in regard to the two Beech Hill Tracts to those certain two Timber Deeds from E. B. Sanders, Mary W. Sanders, E. B. Sanders, Jr., and Laura Maner S. Drake to Whitiner Dwyer Lumber Co., Inc., dated the 8th day of February, 1964, recorded in Deed Book 135, at Page 207 and from Mary W. Sanders, Individually and as Executrix of the Last Will and Testament of Paul Sanders and E. B. Sanders, Jr., Individually and as Executor of the Last Will and Testament of E. Berien Sanders and Laura Maner S. Drake to Ashepoo River Lumber Co., dated the 31st day of July, 1964, and recorded in Deed Book 136, at Page 278, PROVIDED, HOWEVER, that Paragraph 4 of the Contract of Sale by and between the parties hereto their agents and servants entered into the 13th day of November, 1964, recorded in Deed Book 133, at Page 131-135, is hereby incorporated herein and made a part and parcel 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 said Premises before mentioned unto the said Flack-Jones Lumber Co., Inc., their successors and assigns forever.

And we do hereby bind ourself, our Heirs, Executors and Administrators, to warrant and forever defend all and singular, the said Premises unto the said Flack-Jones Lumber Co., Inc., its successors and assigns, against us and our Heirs, or any person or persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hands and Seals, this 25th day of June in the year of our Lord one thousand nine hundred and sixty five

DEEDS

and in the one hundred and eighty ninth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Evelyn R. Simons

Ruburn J. Bridge

Witnesses as to E. Berien Sanders, Jr. Individually and as Executor.

Evelyn R. Simons

Ruburn J. Bridge

Witnesses as to Laura Maner Sanders and Laura Maner S. Drake

E. Berien Sanders Jr. (L.S.)

E. Berien Sanders, Jr., Individually.

E. Berien Sanders Jr.

E. Berien Sanders, Jr., as Executor of the Last Will and Testament of E. B. Sanders, Sr.

Laura Maner Sanders

Laura Maner Sanders

Laura Maner S. Drake

Laura Maner S. Drake

SC Stamps 129.00
Federal Stamps 70.95

STATE OF SOUTH CAROLINA,)
)
COUNTY OF COLLETON.)

PERSONALLY appeared before me EVELYN R. SIMONS and made oath that she saw the within named E. Berien Sanders, Jr., Individually, sign, seal, and as his act and deed, deliver the within written Deed, and that she with RUBUEN J. BRIDGE witnessed the execution thereof.

Evelyn R. Simons

SWORN to before me this 25th day of June, 1965.

Ruburn J. Bridge

Notary Public for South Carolina.

DEEDS

STATE OF SOUTH CAROLINA,)
)
COUNTY OF COLLETON.)

PERSONALLY appeared before me EVELYN R. SIMONS and made oath that she saw the within named E. Berien Sanders, Jr., as Executor of the Last Will and Testament of E. B. Sanders, Sr., sign, seal, and as his act and deed, deliver the within written Deed, and that she with AUBURN J. BRIDGE witnessed the execution thereof.

Evelyn R. Simons

SWORN to before me this
25th day of June, 1965.

Auburn J. Bridge
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,)
)
COUNTY OF COLLETON.)

PERSONALLY appeared before me EVELYN R. SIMONS and made oath that she saw the within named Laura Maner Sanders sign, seal, and as her act and deed, deliver the within written Deed, and that she with AUBURN J. BRIDGE witnessed the execution thereof.

Evelyn R. Simons

SWORN to before me this
25th day of June, 1965.

Auburn J. Bridge
Notary Public for South Carolina.

DEEDS

STATE OF SOUTH CAROLINA,)
COUNTY OF COLLETON.)

PERSONALLY appeared before me EVELYN P. SIMONS and made oath that she saw the within named Laura Maner S. Drake sign, seal, and as her act and deed, deliver the within written Deed, and that she with AUBURN J. BRIDGE witnessed the execution thereof.

SWORN to before me this 25th day of June, 1965.

Evelyn P. Simons

Auburn J. Bridge
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,)
COUNTY OF COLLETON.)

I, AUBURN J. BRIDGE, a Notary Public for South Carolina do hereby certify unto all whom it may concern that Mrs. ANNE F. SANDERS the wife of the within named E. Berien Sanders, 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 Flack-Jones Lumber Company, Inc., 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 25th day of June, 1965.

Auburn J. Bridge
Notary Public for South Carolina.

Anne F. Sanders

DEEDS

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BOOK 133

378

State of South Carolina,

County of Colleton

I KNOW ALL MEN BY THESE PRESENTS that I (We) H. M. Kinsey

Walterboro, South Carolina

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

FORTY (-40-) 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 South Carolina Highway #217

Easterly by lands of W. H. Varn

Southerly by lands of Grantor et al

Westerly by lands of J. P. Strickland

Said tract contains 219 acres, more or less, and being the same land deeded to Grantor by J. E. Carter by deed dated February 20, 1956. Right of way enters Grantor's land from the land of W. H. Varn thence extends across Grantor's land in a westerly direction to the land of J. P. Strickland.

Right of way to be as shown on Dwg. of South Carolina Electric & Gas Company No. CP-10300, February 8, 1965

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 SIX HUNDRED .....00/100 Dollars ($ 600.00) 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 28th day of June, 19 65.

H. M. Kinsey (SEAL)

WITNESS: Octavia W. Kinsey (SEAL)

Shealy G. Pendarvis (SEAL)

Shealy G. Pendarvis (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

recorded 7/6/65 12 A. M.

Form 28-1-SC 6-62

DEEDS

379

State of South Carolina,
County of Colleton

Personally appeared before me Octavia W. Kinsey and made oath that he saw the within named H.M. Kinsey

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 Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

Octavia W. Kinsey

Sworn to before me this 28th day of June, 19 65.

Notary Public for S. C.
Shealy G. Pendarvis - seal affixed

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, Shealy G. Pendarvis Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Maybelle McLaurin Kinsey, the wife of the within named H. M. Kinsey, 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.

Maybelle McLaurin Kinsey

Given under my hand and seal this 28th day of June, 1965.

Notary Public for S. C.
Shealy G. Pendarvis - seal affixed

recorded 7/6/65 12 A. M.

line: CANADYS-FAIRFAX 115 KV LINE
County: COLLETON

RIGHT OF WAY GRANT

H. M. KINSEY

TO

South Carolina Electric & Gas Company

Dated: June 28th, 19 65

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 133

380

State of South Carolina,
County of Colleton } ss June 28, 1965

KNOW ALL MEN BY THESE PRESENTS that I (We) H. M. Kinsey
Walterboro, South Carolina

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

SEVENTY (-70-) 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 South Carolina Highway 217

Easterly by lands of W. H. Varn

Southerly by lands of Grantor et al

Westerly by lands of J. P. Strickland

Said tract contains 189 acres, more or less, and being the same land deeded to Grantor by J. M. Kinsey and Hattie Kinsey by deed dated 1905; by deed of Ervin Smoak dated September 21, 1957; by deed of Reba F. Smoak dated Deb. 16, 1961.

Right of way enters Grantor's land from the land of W. H. Varn thence extending across Grantor's land in a westerly direction to the land of J. P. Strickland.

Right of way to be as shown on Dwg. of South Carolina Electric & Gas Co. No.Cp-10300, February 8, 1965

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, 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 EIGHT HUNDRED .....00/100 Dollars ($ 800.00) 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:

H. M. Kinsey (SEAL)

WITNESS: Octavia W. Kinsey

Shealy O. Pendarvis

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

recorded 7/6/65 12 A. M.

Form SW-140 1-64

DEEDS

381

State of South Carolina,

County of Colleton

Personally appeared before me Octavia W. Kinsey and made oath that he saw the within named H. M. Kinsey

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 Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

Octavia W. Kinsey

Sworn to before me this 28th day of June, 19 65.

Shealy G. Pendarvis
Notary Public for S. C.

Shealy G. Pendarvis - seal affixed

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, Shealy G. Pendarvis, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Maybelle McLaurin Kinsey, the wife of the within named H. M. Kinsey, 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.

Maybelle McLaurin Kinsey

Given under my hand and seal this 28th day of June, 19 65.

Shealy G. Pendarvis
Notary Public for S. C.

Shealy G. Pendarvis - seal affixed

recorded 7/6/65 12 A. M.

Line: CANADYS-FAIRFAX 115 KV LINE

County: COLLETON

RIGHT OF WAY GRANT

H. M. KINSEY

TO

South Carolina Electric & Gas Company

Dated: June 28th, 19 65

Received in the Clerk's Office of the County of Colleton South Carolina, on the 6 day of July A. D. 19 65 at 12 o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 133

382

State of South Carolina,
County of Colleton

June 28, 1965

KNOW ALL MEN BY THESE PRESENTS that I (We) H. M. KINSEY

Walterboro, South Carolina

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

SEVENTY (-70-) 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 South Carolina Highway 217

Easterly by lands of W. H. Varn

Southerly by lands of Grantor et al

Westerly by lands of J. P. Strickland

Said tract contains 140 acres, more or less, and being the same land deeded to Grantor by J. C. Phillips by deed dated January 12, 1962. Right of way enters Grantor's land from the land of W. H. Varn thence extending across Grantor's land in a westerly direction to the land of J. P. Strickland.

Right of way to be as shown on DWG. of South Carolina Electric & Gas Company No. CP-10300, February 8, 1965

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 THOUSAND TWO HUNDRED.....00/100 Dollars ($1,200.00) 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:

H. M. Kinsey (SEAL)

WITNESS: Octavia W. Kinsey

Shealy G. Pendarvis

Shealy G. Pendarvis

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Recorded 7/6/65 12 A. M.

Form SW 1-91-1-66

DEEDS

383

State of South Carolina,

County of Colleton

Personally appeared before me Octavia W. Kinsey and made oath that he saw the within named H. M. Kinsey

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 Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

Octavia W. Kinsey

Sworn to before me this 28th day of June, 19 65.

Shealy G. Pendarvis
Notary Public for S. C.

Shealy G. Pendarvis - seal affixed

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, Shealy G. Pendarvis, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Maybelle McLaurin Kinsey, the wife of the within named H. M. Kinsey, 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.

Maybelle McLaurin Kinsey

Given under my hand and seal this 28th day of June, 19 65.

Shealy G. Pendarvis
Notary Public for S. C.

Shealy G. Pendarvis, seal affixed

recorded 7/6/65 12 A. M.

Line: CANADYS-FAIRFAX 115 KV Line

County: COLLETON

RIGHT OF WAY GRANT

H. M. KINSEY

TO

South Carolina Electric & Gas Company

Dated: JUNE 28, 19 65

Received in the Clerk's Office of the County of Colleton South Carolina, on the 6 day of July A. D. 19 65 at 12 o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 133

384

State of South Carolina,
County of Colleton } ss

June 28, 1965

KNOW ALL MEN BY THESE PRESENTS that I (We) H. M. Kinsey

Walterboro, South Carolina

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

SEVENTY (-70-) 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 South Carolina Highway 217

Easterly by lands of W. H. Varn

Southerly by lands of Grantor et al

Westerly by lands of J. P. Strickland

Said tract contains 219 acres, more or less, and being the same land deeded to Grantor by J. E. Carter by deed dated February 20, 1956. Right of way enters Grantor's land from the land of W. H. Varn thence extending across Grantor's land in a westerly direction to the land of J. P. Strickland.

Right of way to be as shown on Dwg. of South Carolina Electric & Gas Company No. CP-10300, February 8, 1965

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 THOUSAND FOUR HUNDRED ---00/100 Dollars ($1,400.00) 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:

H. M. Kinsey (SEAL)

WITNESS: Octavia W. Kinsey

Shealey O. Pendarvis

H. M. Kinsey (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

recorded 7/6/65 12 A. M.

Form 29-1-M-1-58

DEEDS

385

State of South Carolina,

County of Colleton

Personally appeared before me Octavia W. Kinsey and made oath that he saw the within named H. M. Kinsey

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 Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

Octavia W. Kinsey

Sworn to before me this 28th day of June, 19.65.

Shealy G. Pendarvis - seal affixed

Shealy G. Pendarvis 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

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, Shealy G. Pendarvis, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Maybelle McLaurin Kinsey, the wife of the within named H. M. Kinsey, 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 28th day of June, 19 65

Maybelle McLaurin Kinsey

Shealy G. Pendarvis Notary Public for S. C.

seal affixed

recorded 7/6/65 12 A. M.

Line: CANADYS-FAIRFAX 115 KV LINE

County: COLLETON

RIGHT OF WAY GRANT

H. M. KINSEY

TO

South Carolina Electric & Gas Company

Dated: JUNE 28th, 19..65

Received in the Clerk's Office of the County of Colleton, South Carolina, on the 12 day of July A. D. 19 65 at 12 o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 133

386

Form G-770 10-62-2500

MEMORANDUM OF LEASE

THIS INDENTURE, dated the 3rd day of March, 19 65, by and between R. E. Jeffries, Jr. and Mrs. Keith J. Unger, Individually and as Executors of the Estate of R.E. Jeffries, Deceased (Lessor)

and TEXACO INC., a Delaware corporation, having a place of business at 864 W. Peachtree St. N.W. Atlanta, 8, Georgia (Lessee)

WITNESSETH:

That for the term and upon the terms and conditions set forth in that certain written service station lease bearing date March 3, 19 65 from Lessor to Lessee, the Lessor has leased, and does hereby lease unto Lessee a tract of land, with the improvements thereon, in the City of Walterboro, County of Colleton, State of South Carolina, described as follows:

Beginning at a point where the northerly boundary line of Washington Street intersects the easterly boundary line of Jeffries Boulevard, thence in a northerly direction along the easterly boundary line of Jeffries Boulevard for a distance of 138 1/2 feet to the point of beginning; thence in an easterly direction for a distance of 85 feet to a point; thence northerly for a distance of 76 feet and 2 inches to a point; thence westerly for a distance of 85 feet to a point in the easterly boundary line of Jeffries Boulevard 76 feet and 2 inches to the beginning point. Bounded on the North by property of W. Lee Breland; on the east by property of J.P. Witsell, on the South by 12 foot driveway separating same from other lands of the Estate of R.M. Jeffries; and on the west by Jeffries Boulevard.

Recorded this 6 day of July A.D. 1965 in Book ____ Page ____ At 9:00 o'clock A M.

A B Crosby
Clerk of Court, Colleton County, S. C.

Doc Stamps 1.80

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.

Am'd KJU ASJ

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: R Wayne Thurg — R M Jeffries Jr.

WITNESS: Maryanne Delay — Keith J. Unger

WITNESS: — Annie D. Jeffries (SEAL) (Lessor)

TEXACO INC. (Lessee)

Witness: T J Sullivan — By: J R Gibson

(Acknowledgments)

SEE REVERSE SIDE

Recorded July 6, 1965 9 A. M.

Approval as to: Terms C L Wise Description R E Nelson Form W B Burkhalter

TI FILE NO. 24360 F

DEEDS

386A

(ACKNOWLEDGEMENTS)

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

Personally appeared before me, Maryanne Seby, who being duly sworn, says that she saw the within named R.M. Jeffries, Jr. and Mrs. Keith J. Unger sign, seal, and as their act and deed deliver the foregoing instrument for the purposes therein mentioned, and that she with H. Wayne Unger witnessed the execution thereof.

Sworn to before me this 6 day of Mar A.D. 1965

Maryanne Seby
Witness

H. Wayne Unger
Notary Public for the state of South Carolina

My commission expires at the pleasure of the Governor

****

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

I, Annie Lennie Zeit do hereby certify unto all whom it may concern that Emily B. Jefferies, wife of the within named R. M. Jefferies 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 all her interest and estate, and all her right and claim of dower, of, in or to all and singular the premises within mentioned and release.

Emily B. Jefferies
(Signature of wife)

Given under my hand and seal this 6th day of March 1965

Annie Lennie Zeit
Notary Public in and for the State of South Carolina

My commission expires at the pleasure of the Governor

****

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

Personally appeared before me, Maryanne Seby, who being duly sworn, says that she saw the within named Annie S. Jefferies sign, seal, and as her act and deed deliver the foregoing instrument for the purposes therein mentioned, and that she with H. Wayne Unger witnessed the execution thereof.

Sworn to before me this 6 day of March A.D., 1965.

Maryanne Seby
Witness

H. Wayne Unger
Notary Public in and for the State of South Carolina

My commission expires at the pleasure of the Governor.

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STATE OF GEORGIA)
COUNTY OF FULTON)

Personally appeared before me P. L. Williams, who, being duly sworn, says that he saw J. A. Glover, Division Sales Manager of Texaco Inc. sign the foregoing instrument, and that he with T. J. Whitehead witnessed the execution and delivery thereof as the act and deed of the said Texaco Inc.

Sworn to before me this 28th day of June A.D. 1965.

P. L. Williams
WITNESS

James Pirkle
NOTARY PUBLIC IN AND FOR
THE STATE OF GEORGIA

Notary Public, Georgia
My Commission Expires [illegible]

Return to
TEXACO Inc.
Legal Department
Att: A. E. Hirsch
P. O. Box 52332
Houston 1, Texas

DEEDS

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STATE OF SOUTH CAROLINA,

COUNTY OF Colleton

OPTION

For the sum of $ 250.00 to us

in hand paid at and before the sealing and delivery of these presents, by J. B. Rhodes

the receipt whereof is hereby acknowledged,

We, Carroll Brown, III and Lloyd S. Mitchell, Jr.

have bargained and agreed, and do hereby bargain and agree to sell to the said

J. B. Rhodes

or assigns, the following described property: All that certain piece, parcel or lot of land in the County of Colleton, State of South Carolina, Northwest of Walterboro on State Highway No. 64, being bounded and having dimensions as follows: Northeast by State Highway No. 64 and fronting thereon three hundred thirty-one (331) feet; On the Southeast by property now of Ida H. Strickland and having a depth of two hundred fifty-eight (258) feet; On the Southwest by old county road extending thereon three hundred seventeen (317) feet; and on the Northwest by property formerly of Heyward Zeigler, now Beach Padgett, and having a depth thereon of two hundred one (201) feet. This being a portion of the property conveyed to Colleton Tile and Concrete Company, Inc. by J. Peary Wilson and B. George Price III by deed dated 1 January, 1949, recorded in Deed Book 102, page 23.

This being one of those parcels of land whereby B. George Price, 3rd has agreed to convey to Carroll Brown III and Lloyd S Mitchell, Jr., said option to purchase being dated June 1, 1962.

FOR THE SUM OF $10,000, ~~payable as follows:~~ $250.00 herewith paid with the option is not to be considered part of the $10,000.00.

PROVIDED this option is exercised and accepted ~~within~~ January 1, 1966 ~~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 3rd day of July A. D. 19 65

Signed, sealed and delivered in the presence of: (L. S.)

L.S.Mitchell Jr
Carroll Brown 3 rd.

Marguerite S.Kinard.
Osborne H.Rhodes.

Recorded July 9th, 1965, at 9 A.M

DEEDS

STATE OF SOUTH CAROLINA.
COUNTY OF COLLETON.
PERSONALLY appeared before me Marguerite S.Kinard, and made oath xxx that she saw the within named Carroll Brown 3rd, and Lloyd S.Mitchell Jr , sign, seal and as their act and deed deliver the within Written Opt Opxxxxxxxx Option, and that she with Osborne H.Rhodes, witnessed the Execution thereof.

SWORn to before me this 3rd day of July, A.D 1965.

Osborne B.Rhoded. Marguerite S.Kinard.

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BOOK 133

390

State of South Carolina,

Colleton

KNOW ALL MEN BY THESE PRESENTS, THAT I (WE)

Senis M. Padgett Senis M. Padgett

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

Seventy (70) 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 A. R. Crosby, et.al.

Easterly by lands of Oswald and Morris Lightsey, et.al.

Southerly by lands of

Westerly by lands of Stancel C. Jones, et.al.

A tract of land crossed by right of way containing 285.3 acres more or less being and formerly owned by I. E. Padgett recorded in Deed Book 112 at Page 40 and dated April 30, 1953. Right of way enters Grantor land from land of Lightsey Brothers, thence extending in a westerly direction across Grantor's to land of Stancel C. Jones. Center line of right of way being more fully shown on South Carolina Electric and Gas Company Dwg. #CP-10300, dated March 29, 1965.

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 relesign, 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 Seven Hundred Fifty ($1,750.00) Dollars ($) 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 22 day of June, 1965

Senis M. Padgett (SEAL)

WITNESS: (SEAL)

M. L. Dyson M. L. Dyson (SEAL)

M. E. Corley M. E. Corley (SEAL)

recorded 7/13/65 3 P. M. (SEAL)

(SEAL)

(SEAL)

DEEDS

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State of South Carolina,

County of

Personally appeared before me M. E. Crosby and made oath that he saw the within named Senis M. 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 H. L. Dyson in the presence of each other, witnessed the due execution thereof.

M. E. Corley

Sworn to before me this 22nd day of June, 19 65

John L. Bobo
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, John L. Bobo, do hereby certify unto all whom it may concern that Mrs. Louise H. Padgett, the wife of the within named Senis 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 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 22nd day of June, 19 65

Mrs. Lorene G. Padgett

John L. Bobo
Notary Public for S. C.

State of South Carolina
County Colleton

RIGHT OF WAY GRANT

Senis M. Padgett

TO

South Carolina Electric & Gas Company

Dated 22 June, 19 65

Received in the Clerk's Office of the County
South Carolina, on the 3 day of June, A. D. 19 65
at 3 o'clock in the afternoon
and recorded in Book of Deeds
of said County, on Page

BOOK 133

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State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Ralph G. Connelly

[illegible]

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 Seventy (70) 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 Lodge Methodist Church — Lodge Methodist Church

Easterly by lands of [illegible] — Stancel C. Jones

Southerly by lands of [illegible] — Jennie Connelly

Westerly by lands of [illegible] — C. B. Ponds

[illegible]

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 Four Hundred Fifty and no/100 Dollars ($450.00) within [illegible] 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:

Ralph G. Connelly (SEAL)

WITNESS:

T. P. Brown

M. E. Corley

Christine B. Connelly (SEAL)

(SEAL)

recorded 7/13/65 3 P. M.

(SEAL)

(SEAL)

(SEAL)

Form RW 1 W-144

DEEDS

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State of South Carolina,

County of Colleton } ss

Personally appeared before me T. B. Brown and made oath that he saw the within named Ralph Connelly (RS) and Christine B Connelly 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 M. E. Crosby in the presence of each other, witnessed the due execution thereof.

T. B. Brown

Sworn to before me this 21st day of May, 1965.

John R. Bates
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 R. Bates, do hereby certify unto all whom it may concern that Mrs. Christine B. Connelly, the wife of the within named Ralph G. Connelly, 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.

Christine B. Connelly

Given under my hand and seal this 21st day of May, 1965.

John R. Bates
Notary Public for S. C.

Line: Canadys-Fairfax 115 KV Line
County: Colleton

RIGHT OF WAY GRANT

Ralph G. Connelly

TO

South Carolina Electric & Gas Company

Dated 21 May, 1965

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 133

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State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Charles B. Ponds

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 Seventy (70) 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 Stancil C. Jones.

Easterly by lands of Ralph G. Connelly

Southerly by lands of H. A. Cummings Estate

Westerly by lands of Stancel C. Jones

a tract of land containing 30 acres more or less being land formerly owned by C. P. Key recorded in Book of Deeds 105 at page 470. Right of way enters land of Grantor from land of Ralph G. Connelly thence extending in a westerly direction to land of Stancel C. Jones. Center line of right of way being more fully shown on South Carolina Electric & Gas Company map #[illegible]

3/29/65

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission and 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 thereto, 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 and no/100 Dollars ($ 300.00) within Lump 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:

Charles B. Ponds (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS:
Mable C. Ponds
M. E. Corley

recorded 7/13/65 3 P. M.

Form RW-1-67-1-64

DEEDS

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State of South Carolina,

County of Colleton

Personally appeared before me W. E. Corley and made oath that he saw the within named Charles B. Ponds

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 Mattie H. Ponds in the presence of each other, witnessed the due execution thereof.

W. E. Corley

Sworn to before me this 21st day of May, 1965.

John R. Bobo
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, John R. Bobo, do hereby certify unto all whom it may concern that Mrs. Mattie H. Ponds, the wife of the within named Charles B. Ponds, 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.

Mattie H. Ponds

Given under my hand and seal this 21st day of May, 1965.

John R. Bobo
Notary Public for S. C.

Line: Canadys-Fairfax 115 KV Line

County: Colleton

RIGHT OF WAY GRANT

Charles B. Ponds

TO

South Carolina Electric & Gas Company

Dated: 21 May, 1965

Received in the Clerk's Office of the County of Colleton, South Carolina, on the 13 day of June, A. D. 1965, at 3 o'clock P.M. in the noon and recorded in Book of Deeds for said County on page

C. B. Crosby

BOOK 133

396

State of South Carolina,
County of Calhoun

KNOW ALL MEN BY THESE PRESENTS that I (We) P. M. Johns

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

Twenty (20) feet, upon, over, under and across lands of Grantor(s) situated in the County of Calhoun, State of South Carolina, bounded as follows:

Northerly by lands of	Tract #1 L. J. Mills	Tract #2 W. B. Crum
Easterly by lands of	Other lands of Grantor	Other lands of Grantor
Southerly by lands of	Other lands of Grantor	F. M. Conley
Westerly by lands of	Other lands of Grantor	Mrs. Ethel Carter

Tract #1 being a tract containing 74 acres more or less and bounded by lands of Mills, Dial, Vickers & others. Tract #2 being a tract containing 2 acres more or less and bounded by lands of Grantor, Crum, Conley & Carter. Tract #2 being the same property conveyed to me by Mr. Cornelius J. Bishop, et al. Deed Book 125 at page 469 in the Calhoun County Clerk of Court's office. Grantee agrees to clear land of Mrs. Ethel Carter & Conley for right of way, being more fully described in South Carolina Electric & Gas Company's "Exhibit" attached dated 12-29-64.

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 Eight Hundred Fifty-Six Dollars ($1,856.50) 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:

P. M. Johns (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS:
Barbara Benton
Barbara Benton
Judy Linard
M. E. Corley

recorded 7/13/65 3 P. M.

DEEDS

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State of South Carolina,
County of Colleton } ss

Personally appeared before me W. E. Corley and made oath that he saw the within named P. M. Johns

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 Barbara Bunton & Judy Rivers in the presence of each other, witnessed the due execution thereof.

W. E. Corley

Sworn to before me this 27th day of May, 1965
John R. Bates
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 R. Bates, do hereby certify unto all whom it may concern that Mrs. Inez Johns, the wife of the within named P. M. Johns, 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 27th day of May, 1965.
Inez Johns
John R. Bates
Notary Public for S. C.

Line: Canadye-Fairfax 115 KV Line
County: Colleton

RIGHT OF WAY GRANT

P. M. Johns

TO

South Carolina Electric & Gas Company

Dated: 27 May, 19 65

Received in the Clerk's Office of the County of Colleton, South Carolina, on the 13 day of July, A. D. 1965, at 3 o'clock in the PM noon and recorded in Book ..... of Deeds for said County on page .....
A. L. Crosby

BOOK 133

398

State of South Carolina,
County of Calhoun

KNOW ALL MEN BY THESE PRESENTS that I (We) W. C. Stanley

W. C. Stanley

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

Twenty (20) feet, upon, over, under and across lands of Grantor(s) situated in the County of Calhoun, State of South Carolina, bounded as follows:

Northerly by lands of [illegible]

Easterly by lands of Olin Carter

Southerly by lands of C. E. Stanley

Westerly by lands of [illegible]

A tract of land containing 40 acres more or less and being the same land formerly owned by Grover Stanley. Right of way the first of Grantor from land of Olin Carter with the general direction to and of the S. C. Electric & Gas Co. line of right of way being marked by Sout Carolina Electric & Gas Company Engineers and [illegible]

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 thirty-seven 50 Dollars ($ 337.50) 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:

W. C. Stanley (SEAL)

WITNESS:

Buddy Stanley (SEAL)

M. E. Corley (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

recorded 7/13/65 3 P. M.

Form RW 1-R(1-1-64)

DEEDS

399

State of South Carolina,
County of Colleton } ss.

Personally appeared before me M. E. Corley and made oath that he saw the within named W. C. Stanley

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 Bardolina Stanley in the presence of each other, witnessed the due execution thereof.

M. E. Corley

Sworn to before me this 27th day of May 1965

John B. Boles
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 B. Boles, do hereby certify unto all whom it may concern that Mrs. Frances W. Stanley, the wife of the within named W. C. Stanley, 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.

Frances W. Stanley

Given under my hand and seal this 27th day of May, 1965

John B. Boles
Notary Public for S. C.

Line: Canadys-Fairfax 115 KV Line
County: Colleton

RIGHT OF WAY GRANT

W. C. Stanley

TO

South Carolina Electric & Gas Company

Dated: 27 May, 1965

Received in the Clerk's Office of the County of Colleton, South Carolina, on the 13 day of July A. D. 1965 at 3 o'clock in the P.M. noon and recorded in Book ..... of Deeds for said County on page .....

C. R. Crosby

BOOK 133

400

State of South Carolina,

County of Colleton

J. F. Kinard Estate Surviving Heirs of

KNOW ALL MEN BY THESE PRESENTS that I (We) ~~J. F. Kinard Estate~~ Lucia H. Kinard, Russell Kinard, Willie E. Kinard, Jarvis Kinard, Mavis Kinard. Heirs of Lucia H. Kinard, Russell Kinard, Willie E. Kinard, Jarvis Kinard, Mavis Kinard

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 Ninety (90) 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 ~~G. D. Varn~~ G. D. Varn

Easterly by lands of ~~W. C. Stanley~~ W. C. Stanley

Southerly by lands of ~~Oswald and Norris Lightsey, et al~~ Oswald and Norris Lightsey, et al

Westerly by lands of ~~Russell Kinard~~ Russell L. Kinard

A tract of land containing 12 acres more or less formerly owned by Jas. Kinard. Beginning at the end of the tract from land of W. C. Stanley thence extending in a westerly direction to the left of Russell Kinard. Center line of right of way shown on plat dated July 29, 65.

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 Six Hundred Ninety and 00/100 Dollars ($ 690.00) within Ten 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:

J. F. Kinard Estate.

Willie E. Kinard (SEAL)

Russell Kinard (SEAL)

Lucia H. Kinard (SEAL)

Jarvis M. Kinard (SEAL)

(SEAL)

(SEAL)

(SEAL)

WITNESS:

W. E. Corley

D. W. Funderburk

Mavis Kinard - Address Unknown

Form RW 1-60—1-64

recorded 7/13/65 3 P. M.

DEEDS

1701

State of South Carolina,
County of Colleton } ss

Personally appeared before me M. E. Corley and made oath that he saw the within named Willie E. Kinard, Russell Kinard, Jarvis H. Kinard, Caroline M. Kinard (Heirs of J. F. Kinard)

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.

M. E. Corley

Sworn to before me this 11 day of June, 19 65

John K. Able
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: Caredys-Fairfax 115 KV Line

County: Colleton

RIGHT OF WAY GRANT

J. F. Kinard Estate

By: Willie E. Kinard, Russell Kinard
Lucia H. Kinard, Jarvis K. Kinard

TO

South Carolina Electric & Gas Company

Dated: 11 June, 19 65

Received in the Clerk's Office of the County of Colleton, South Carolina, on the 13 day of July, A. D. 1965, at 3 o'clock P.M. noon and recorded in Book ..... of Deeds for said County on page .....

C. B. Crosby

BOOK 133

402

State of South Carolina,
County of Calhoun }

KNOW ALL MEN BY THESE PRESENTS that I (We) Russell L. Kinard and Jennie F. Kinard

Russell L. Kinard and Jennie F. Kinard

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

Twenty (20) feet, upon, over, under and across lands of Grantor(s) situated in the County of Calhoun State of South Carolina, bounded as follows:

Northerly by lands of G. D. Varn — G. D. Varn

Easterly by lands of J. F. Kinard Estate — J. F. Kinard Estate

Southerly by lands of Lightsey Brothers — Lightsey Bros.

Westerly by lands of West Virginia Pulp and Paper Company — West Virginia Pulp and Paper Company

[illegible] 400 [illegible] acre [illegible] land [illegible] formerly [illegible] by Nannie Carter [illegible] J. F. Kinard Estate [illegible] adjoining [illegible] West Virginia Pulp and Paper Company [illegible] Carter [illegible] Company [illegible] South Carolina [illegible] Company [illegible] 5-14-65.

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 Three hundred sixty-five and 00/100 ----- ($365.00) Dollars 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:

Russell L. Kinard (SEAL)
Jennie F. Kinard (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS:
H. E. Corley
D. W. Funderburk

recorded 7/13/65 3 P.M.

Form SW-1-RC-1-66

DEEDS

4-03

State of South Carolina,
County of Colleton } ss

Personally appeared before me M. E. Corley and made oath that he saw the within named Russell L. Kinard & Jennie F. Kinard

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 D. W. Tuckerhead in the presence of each other, witnessed the due execution thereof.

M. E. Corley

Sworn to before me this 11 th day of June, 1965
John R. Betts
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.

Carolys-Fairfax 115 KV Line
County Colleton

RIGHT OF WAY GRANT

Russell L. Kinard and
Jennie F. Kinard

TO

South Carolina Electric & Gas Company

Dated 11 June, 19 65

Received in the Clerk's Office of the County of Colleton, South Carolina, on the 13 day of June A. D. 1965, at 3 o'clock in the P.M. noon and recorded in Book _____ of Deeds for said County on page _____

Clerk

BOOK 133

404

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) John W. Ulmer

John W. Ulmer

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

Ninety (90) 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. W. Rice et al.

Easterly by lands of West Virginia Pulp and Paper Company

Southerly by lands of West Virginia Pulp and Paper Company

Westerly by lands of John T. Berry

a tract of land containing 429 acres more or less being same land formerly owned by W. G. Crum. Right of way center line of Grantor from land of West Virginia Pulp and Paper Company, thence continuing in a westerly direction to land of John T. Berry. Office of Company fully shown on SCE&G Dwg. "CP1220 Sht 3 7-22-65"

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 twenty-five and 00/100 Five Hundred Twenty Five Dollars ($525.00) 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:

John W. Ulmer (SEAL)

John W. Ulmer (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

WITNESS:

Annie Mingo

M. E. Corley

recorded 7/13/65 3 P. M.

Form RW-1-101-1-64

DEEDS

405

State of South Carolina,
County of Colleton } ss

Personally appeared before me M. E. Corley and made oath that he saw the within named John W. Ulmer

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 Louise Mungo in the presence of each other, witnessed the due execution thereof.

M. E. Corley

Sworn to before me this 3rd day of June, 1965.
John B. Boles
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 B. Boles, do hereby certify unto all whom it may concern that Mrs. Iona K. Ulmer, the wife of the within named John W. Ulmer, 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.

Iona K. Ulmer

Given under my hand and seal this 3rd day of June, 1965.
John B. Boles
Notary Public for S. C.

Line: Canadys-Fairfax 115 KV Line
County: Colleton

RIGHT OF WAY GRANT

John W. Ulmer

TO

South Carolina Electric & Gas Company

Dated: 3 June, 1965

Received in the Clerk's Office of the County of Colleton, South Carolina, on the 13 day of July, A. D. 1965, at 3 o'clock in the P.M. noon and recorded in Book _____ of Deeds for said County on page _____

A. B. Crosby

BOOK 133

406

State of South Carolina,
County of Calhoun

KNOW ALL MEN BY THESE PRESENTS that I (We) Lola F. Berry

Lola F. Berry

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

Seventy (70) feet, upon, over, under and across lands of Grantor(s) situated in the County of Calhoun, State of South Carolina, bounded as follows:

Northerly by lands of J. M. Nelson

Easterly by lands of West Virginia Pulp and Paper Co.

Southerly by lands of Z. B. Kinard

Westerly by lands of Z. B. Kinard

A tract of land containing 1.76 acres more or less bounded generally and by Lines & Tender Rights Company's existing land line land of J. M. Nelson thence with this a westerly direction to land of Z. B. Kinard to the line of Rights of way heretofore granted to South Carolina Electric & Gas Company Reg. C. 11-500 Book 3-27-0-5

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 Six hundred thirty and 00/100 Dollars ($630.00) within Ninety 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:

Lola F. Berry (SEAL)
Lola F. Berry (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS:

Marion N. Berry
M. E. Corley

recorded 7/13/65 3 P. M.

Form RW-100-1-64

DEEDS

407

State of South Carolina,
County of Colleton } ss

Personally appeared before me M E Corley and made oath that he saw the within named Lola F Berry

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 Marion N. Berry in the presence of each other, witnessed the due execution thereof.

M. E. Corley

Sworn to before me this 3rd day of June, 1965.

J. F. Bennett
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: Canadys-Fairfax 115 KV Line
County: Colleton

RIGHT OF WAY GRANT

Lola F. Berry

TO

South Carolina Electric & Gas Company

Dated: 3 June, 19 65

Received in the Clerk's Office of the County of Colleton, South Carolina, on the 13 day of July A. D. 1965, at 3 o'clock in the P.M. noon and recorded in Book _____ of Deeds for said County on page _____

Clerk of Court

BOOK 133

408

State of South Carolina,
County of Colleton }

KNOW ALL MEN BY THESE PRESENTS that I (We) Thomas P. Rizer Thomas P. Rizer
Walterboro S C
Rt 20 #1

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 Seventy (70) 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 West Virginia Pulp & Paper Co & J W Ulmer
Easterly by lands of West Virginia Pulp & Paper Co.
Southerly by lands of West Virginia Pulp & Paper Co & J.W. Ulmer
Westerly by lands of John West Ulmer et al.

Said tract contains 50 acres more or less and being the same land that was left to Grantor by George G. Rizer about 1945
Excepting Grantor land from the land of West Virginia Pulp & Paper Company, thence extending across Grantors land in a westerly to the land of J.W. Ulmer

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 Grantor.

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 00/100 Dollars ($100.00) within 60 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 7th day of July, 1965

Thomas P. Rizer (SEAL)
Thomas P. Rizer (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS:
H. E. Corley
I. H. Bolinest

recorded 7/13/65 3 P. M.

Form SW-1-67-6-63

DEEDS

409

State of South Carolina,
County of Colleton } ss

Personally appeared before me J. E. Corley and made oath that he saw the within named Thomas P. Fizer

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. T. Brunson in the presence of each other, witnessed the due execution thereof.

J. E. Corley

Sworn to before me this 7th day of June, 1965

S. T. Brunson
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. T. Brunson, do hereby certify unto all whom it may concern that Mrs. Bessie C. Fizer, the wife of the within named Thomas P. Fizer, 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.

Bessie C. Fizer

Given under my hand and seal this 7th day of June, 1965

S. T. Brunson
Notary Public for S. C.

Case 76-Fairfax 215 KV Line

County: Colleton

RIGHT OF WAY GRANT

Thomas P. Fizer

TO

South Carolina Electric & Gas Company

Filed 7 June 1965

Received in the Clerk's Office of the County of Colleton, South Carolina, on the 13 day of July A. D. 1965, at 3 o'clock P.M. in the noon and recorded in Book of Deeds for said County on page

A. B. Crosby

BOOK 133

410

State of South Carolina,
County of Calhoun }

KNOW ALL MEN BY THESE PRESENTS that I (We) Thomas P. Rizer
Thomas P. Rizer
R.F.D. 1, Cordova, S.C.

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 Seventy (70) feet, upon, over, under and across lands of Grantor(s) situated in the County of Calhoun, State of South Carolina, bounded as follows:

Northerly by lands of J. W. McCord

Easterly by lands of Lola F. Berry

Southerly by lands of Lola F. Berry

Westerly by lands of J. B. Kearse and H. A. Kirsch

A tract of land containing 350 Acres more or less, being land formerly owned by George T. Rizer. Right of way enters land of Grantor from land of Lola F. Berry, thence adjoining in a southwesterly direction to land of Kirsch. Center line of right of way being more fully shown on Sub-Station Station & Line Company Dwg. #CP-1066 dated 6-29-65

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 One Thousand Four Hundred (1400.00) Dollars ($1400.00) within 60 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:

Thomas P. Rizer (SEAL)
Thomas P. Rizer (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS:
H. F. Corley
I. H. Boineat

recorded 7/13/65 3 P. M.

Form RW-1-R1-1-66

DEEDS

411

State of South Carolina,
County of Colleton

Personally appeared before me M. E. Carley and made oath that he saw the within named Thomas P. Rizer

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. H. Bonneau in the presence of each other, witnessed the due execution thereof.

M. E. Carley

Sworn to before me this 7th day of June, 1965.

J. H. Bonneau
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. H. Bonneau, do hereby certify unto all whom it may concern that Mrs. Bernice A. Rizer, the wife of the within named Thomas P. 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 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 7th day of June, 1965.

Bernice A. Rizer

J. H. Bonneau
Notary Public for S. C.

Line: Canadys-Fairfax 115 KV Line
County: Colleton

RIGHT OF WAY GRANT

Thomas P. Rizer

TO

South Carolina Electric & Gas Company

Dated: 7 June, 1965

Received in the Clerk's Office of the County of Colleton, South Carolina, on the 13 day of July, A. D. 1965, at 3 o'clock in the P.M. noon and recorded in Book of Deeds for said County on page

Cora Crosby

BOOK 133

412

State of South Carolina,
County of Allendale

KNOW ALL MEN BY THESE PRESENTS that I (We) H. A. Kearse
H. A. Kearse

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

Seventy (70) 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. A. & Gordon B. Kearse

Easterly by lands of J. V. Riggs

Southerly by lands of J. W. Kearse

Westerly by lands of H. A. & Gordon B. Kearse

A tract of land containing 2.11 acres more or less being land formerly owned by H. A. Kearse. Right of way is the back of Gordon Kearse land of J. V. Riggs thence with Riggs in a westerly direction to land of J. W. Kearse. Entire right of way being more fully shown on plat of Eng. #CP-11 See dated 7-30-65

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 forty six and no/100 Dollars ($ 746.00) within 60 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 19 day of June, 1965

H. A. Kearse (SEAL)
H. A. Kearse (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS:
Mike Corley
Mike Corley
Mike Kearse

recorded 7/13/65 3 P. M.

DEEDS

413

State of South Carolina,
County of Colleton } ss

Personally appeared before me M. E. Corley and made oath that he saw the within named H. P. Kearse

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 Mabel Kearse in the presence of each other, witnessed the due execution thereof.

M. E. Corley

Sworn to before me this 29th day of June, 19 65.
John R. 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, John R. Bobo, do hereby certify unto all whom it may concern that Mrs. Esther S. Kearse, the wife of the within named H. P. Kearse, 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.

Esther S. Kearse

Given under my hand and seal this 29th day of June, 19 65.
John R. Bobo
Notary Public for S. C.

Jenkins-Fairfax 115 K. Line

County: Colleton

RIGHT OF WAY GRANT

H. A. Kearse

TO

South Carolina Electric & Gas Company

Dated: 29 June 19 65

Received in the Clerk's Office of the County of Colleton

South Carolina, on the 13 day of July A. D. 1965 at 3 o'clock in the P.M. noon and recorded in Book of Deeds for said County on page

C. G. Crosby

BOOK 133

414

State of South Carolina,
County of Calhoun

KNOW ALL MEN BY THESE PRESENTS that I (We) James M. Hiers, Jr.

James M. Hiers, 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 Seventy (70) feet, upon, over, under and across lands of Grantor(s) situated in the County of Calhoun, State of South Carolina, bounded as follows:

Northerly by lands of G.B. Kearse

Easterly by lands of G.B. Kearse

Southerly by lands of Paul Zeigler

Westerly by lands of G.B. Kearse

a tract of land containing 108 acres more or less and being land formerly owned by Virgil Sanders. Right of way enters land of Grantee from land of G.B. Kearse, thence extending in a southwesterly direction to other land of G.B. Kearse. Center line of right of way being more fully shown on South Carolina Electric & Gas Company Dwg. "C.P. 1030" dated 5-25-65.

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 Three hundred fifteen and 00/100 Three Hundred Fifteen and [illegible] Dollars ($ 315.00) within Payment 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 M. Hiers, Jr. (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS:
Jim L. Hiers
M. E. Corley

Jim L. Hiers
M. E. Corley

recorded 7/13/65 3 P. M.

Form [illegible]

DEEDS

4-15

State of South Carolina,
County of Colleton } ss

Personally appeared before me M. C. Coley and made oath that he saw the within named James M. Hiers

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 James F. Hiers in the presence of each other, witnessed the due execution thereof.

M. C. Coley

Sworn to before me this 7th day of June, 1965.

John R. 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, John R. Bobo, do hereby certify unto all whom it may concern that Mrs. Shirley T. Hiers, the wife of the within named James M. 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 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 7th day of June, 1965.

Shirley T. Hiers

John R. Bobo
Notary Public for S. C.

Line: Canadys-Fairfax 115 KV Line
County: Colleton

RIGHT OF WAY GRANT

James M. Hiers, Jr.

TO

South Carolina Electric & Gas Company

Dated: 7 June, 1965

Received in the Clerk's Office of the County of Colleton, South Carolina, on the 13 day of July, A. D. 1965, at 2:00 o'clock in the P.M. noon and recorded in Book _____ of Deeds for said County on page _____

C. B. Crosby

BOOK 133

416

State of South Carolina,

County of Calhoun

KNOW ALL MEN BY THESE PRESENTS that I (We) Roddie F. Myers

Roddie F. Myers

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

Seventy (70) feet, upon, over, under and across lands of Grantor(s) situated in the County of Calhoun, State of South Carolina, bounded as follows:

Northerly by lands of William Henry Vaux

Easterly by lands of William Henry Vaux

Southerly by lands of Archie Myers

Westerly by lands of Zeno Winters

A tract of land containing 40 acres more or less being same land formerly owned by Emma and A. B. Myers. Right of way into Grantee land from land of W. H. Vaux thence extending in a northwesterly direction to other lands of W. H. Vaux.

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 five and 00/100 Dollars ($305.00) within Lump sum 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 22nd day of June, 1965

Roddie F. Myers (SEAL)

Roddie F. Myers (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

WITNESS:

M. E. Corley

D. W. Funderburk

M. E. Corley
D. W. Funderburk

recorded 7/13/65 3 P. M.

Form RW-1 R-61

Line: Canadys-Denmark 115 KV Line

County: Colleton

RIGHT OF WAY GRANT

Roddie F. Myers

TO

South Carolina Electric & Gas Company

Dated: 22 June, 1965

Received in the Clerk's Office of the County of Colleton, South Carolina, on the 13 day of July A. D. 1965 at 3 o'clock in the P.M. noon and recorded in Book ..... of Deeds for said County on page .....

A B Crosby

State of South Carolina,

County of .....

STATE OF SOUTH CAROLINA

County of .....

Sworn to and subscribed before me, this .....

Notary Public for S. C.

State of South Carolina,

County of .....

STATE OF SOUTH CAROLINA

County of .....

Personally appeared before me ..... and made oath that ..... saw the within named ..... sign, seal and as its act and deed deliver the within written instrument for the uses and purposes therein mentioned, and that ..... with ..... witnessed the execution thereof.

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

Notary Public for S. C.

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.

DEEDS

BOOK 133

#15

418

State of South Carolina

County of Bamberg

KNOW ALL MEN BY THESE PRESENTS: that I (we) Carroll B. Hiers

Carroll B. Hiers

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

Seventy (70) feet, upon, over, under and across lands of Grantor(s) situated in the

County of Bamberg and Colleton, State of South Carolina, bounded as follows:

Northerly by lands of B. G. Kearse and S.C. Highway #37

Easterly by lands of B. G. Kearse

Southerly by lands of G. L. Kearse et al

Westerly by lands of Jacob R. Falk and S.C. Highway #641

a tract of land containing 76 acres more or less being land formerly J.C. Falk Estate. Right of way centerline of Grantee from land of B. G. Kearse, thence extending in a southwesterly direction to land of Jacob R. Falk. The Center line of right of way being more fully shown on S.C. Electric and Gas Company Dwg. #CR-1030 dated 7-30-65.

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 Fifty and No/100 Dollars ($ 50.00) 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 12th day of July, 1965

Carroll B. Hiers (SEAL)

Carroll B. Hiers (SEAL)

WITNESS:

M. E. Corley

D. W. Funderburk

M. E. Corley
D. W. Funderburk

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

recorded 7/13/65 3 P. M.

Form BW-1-RC-64

DEEDS

1-19

State of South Carolina,

County of Bamberg & Colleton

Personally appeared before me M. E. Corley and made oath that he saw the within named Carroll B. Hiers

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 T. W. Funderburk in the presence of each other, witnessed the due execution thereof.

M. E. Corley

Sworn to before me this 10th day of June, 1965.

John R. Boto
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 Bamberg & Colleton

RENUNCIATION OF DOWER

I, John R. Boto, do hereby certify unto all whom it may concern that Mrs. Sarah C. Hiers, the wife of the within named Carroll B. 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 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.

Sarah C. Hiers

Given under my hand and seal this 10th day of June, 1965.

John R. Boto
Notary Public for S. C.

Line: Canadys-Fairfax 115 KV Line

County: Colleton & Bamberg

RIGHT OF WAY GRANT

Carroll B. Hiers

TO

South Carolina Electric & Gas Company

Dated: 10 June, 1965

Received in the Clerk's Office of the County of Colleton, South Carolina, on the 13 day of July, A. D. 1965, at 3 o'clock P.M. in the noon and recorded in Book of Deeds for said County on page

A B Crosby

BOOK 133

416

420

State of South Carolina,
County of Bamberg } ss

KNOW ALL MEN BY THESE PRESENTS that I (We) Jacob R. Folk

Jacob R. Folk

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

Seventy (70) feet, upon, over, under and across lands of Grantor(s) situated in the County of Bamberg, State of South Carolina, bounded as follows:

Northerly by lands of B. D. Kearse et al.

Easterly by lands of B. D. Kearse and Carroll B. Nicks

Southerly by lands of B. D. Kearse

Westerly by lands of James B. Nicks et al

A tract of land containing 15 acres more or less being and land formerly owned by J. C. Folk Right of way extend out of Grantor from land of B. D. Kearse thence in a southwesterly direction to lands of James W. Nicks. Center line of right of way as staked on SC Electric & Gas Company Eng. Representative

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 Eighty and No/100 Dollars ($580.00) 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:

WITNESS:
Earl Douglas, Jr.
M. E. Corley

Earl Douglas, Jr.
M. E. Corley

Jacob R. Folk (SEAL)
Jacob R. Folk (SEAL)
Jessie Hues Folk (SEAL)
(RPD) (SEAL)
(SEAL)
(SEAL)
(SEAL)

recorded 7/13/65 3 P. M.

Form RW-1-SC-1-64

DEEDS

4-21

State of South Carolina,
County of Bamberg & Colleton

Personally appeared before me M. E. Crosby and made oath that he saw the within named Jacob R. Folk

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 Earl Douglas, Jr. in the presence of each other, witnessed the due execution thereof.

M. E. Crosby

Sworn to before me this 7th day of June, 1965.
John L. Boles
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 Bamberg & Colleton

RENUNCIATION OF DOWER

I, John L. Boles, do hereby certify unto all whom it may concern that Mrs. Jessie Hiers Folk, the wife of the within named Jacob R. Folk, 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. Jessie Hiers Folk

Given under my hand and seal this 7th day of June, 1965.
John L. Boles
Notary Public for S. C.

Line: Canadys-Fairfax 115 KV Line
County: Colleton & Bamberg

RIGHT OF WAY GRANT

Jacob R. Folk

TO

South Carolina Electric & Gas Company

Dated: 7 June, 19 65

Received in the Clerk's Office of the County of Colleton, South Carolina, on the 13 day of July A. D. 1965 at 3 o'clock P. M. in the noon and recorded in Book of Deeds for said County on page

A. B. Crosby

BOOK 133

422

State of South Carolina,
County of Calhoun

KNOW ALL MEN BY THESE PRESENTS that I (We) James M. Hiers, Jr.
James M. Hiers 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

Ninety (90) feet, upon, over, under and across lands of Grantor(s) situated in the County of Calhoun and Orangeburg, State of South Carolina, bounded as follows:

Northerly by lands of Carroll Hiers and L. M. Hiers

Easterly by lands of Jacob Folk and Carroll Hiers

Southerly by lands of L. D. Jones and Jacob Folk

Westerly by lands of Big Saluda River

A tract of land containing 6.6 acres more or less and being the same land formerly owned by M. A. Kinard and Lillian Kinard lying entirely inside lands of Grantor from land of Jacob R. Folk thence extending in a southwesterly direction to the Big Saluda River. Center line of right of way being as shown on South Carolina Electric & Gas Company Dwg. # SP-16-30-C dated 3-30-65.

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 One Thousand Seven Hundred Thirty Five Dollars ($1,735.00) within Forty 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:

James M. Hiers Jr. (SEAL)
James M. Hiers, Jr. (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS:
Jim F. Hiers
M. E. Corley

Jim F. Hiers
M. E. Corley

recorded 7/13/65 3 P. M.

Form RW-1-SC—1-64

DEEDS

423

State of South Carolina,

County of Bamberg & Colleton

Personally appeared before me M. C. Corley and made oath that he saw the within named James M. Hiers, 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 Joan T. Hiers in the presence of each other, witnessed the due execution thereof.

M. C. Corley

Sworn to before me this 7th day of June, 1965.

John L. Robb
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 Bamberg & Colleton

RENUNCIATION OF DOWER

I, John L. Robb, do hereby certify unto all whom it may concern that Mrs. Shirley T. Hiers, the wife of the within named James M. Hiers, 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.

Given under my hand and seal this 7th day of June, 1965.

Shirley T. Hiers

John L. Robb
Notary Public for S. C.

Line: Canadys-Fairfax 115 KV Line
County: Colleton and Bamberg

RIGHT OF WAY GRANT

James M. Hiers, Jr.

TO

South Carolina Electric & Gas Company

Dated: 7 June, 1965

Received in the Clerk's Office of the County of Colleton South Carolina, on the 13 day of July A. D. 1965, at 3 o'clock in the P.M. noon and recorded in Book of Deeds for said County on page

C. B. Crosby

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

WHEREAS, by Agreement dated 6 May 1965 Monroe Grayson leased unto King Petroleum Company, Inc. certain property in the Town of Walterboro, which Lease is recorded in the Office of the Clerk of Court for Colleton County in Book 133, at page 299; and

WHEREAS, said Lease was to commence 10 May 1966; and

WHEREAS, King Petroleum Company, Inc. has obtained a release from Lucas C. Padgett regarding the Lease Agreement dated 25 February 1957, recorded in the Office of the Clerk of Court for Colleton County in Book 120, at page 59, and Lease Agreement dated 29 August 1961, recorded in the Office of the Clerk of Court for Colleton County in Lease Book 110, at page 302.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, I, Monroe Grayson, do hereby agree that that certain Lease Agreement between Monroe Grayson and King Petroleum Company, Inc., dated 6 May 1965, recorded in the Office of the Clerk of Court for Colleton County in Book 133, at page 299, shall take effect as of 7 August 1965 and under the same terms and conditions as set forth therein. The original term of the Lease to expire on May 9, 1971 as set forth in said original lease.

WITNESS my hand and seal this 14th day of August 1965.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Thomas M. Howell, Jr.

Janeal Steltzer

Janeal Steltzer

Monroe Grayson

Monroe Grayson

Recorded 8/26/65 2 P. M.

425

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

LEASE

THIS AGREEMENT, made as entered into as of the 21st day of August 1965, between Blanche Oleck, hereinafter referred to as the Lessor and Elizabeth Close, hereinafter referred to as the Lessee.

WITNESSETH:

That the said Lessor does hereby lease unto the said Lessee and the said Lessee does hereby lease from the said Lessor without artificial heat, light or water, the premises hereinafter referred to, to be used as a parking lot, which said premises are described as follows:

> 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: Measuring One Hundred Twenty-Two (122') Feet on the Northern line and bounded North by lands of Novit-Siegel Real Estate Company, Inc., formerly of Bessie Z. Novit; Measuring Eighty-Eight (88') Feet on the Eastern line and bounded East by Walter Street; Measuring One Hundred Fifty (150') Feet on the Southern line and bounded South by lands of H. H. Sweat; Measuring Eighty-Six (86') Feet on the Western line and bounded West by Jefferies Boulevard; be all the said measurements more or less; being the same lands conveyed to Blanche Oleck by deed of S. Robert Oleck, dated_____1948, recorded in Deed Book 100 at Page 346 in the office of Clerk of Court for Colleton County, South Carolina.

TO HAVE AND TO HOLD the said premises for the term of Five (5) years, said term to commence on the 21st. day of August 1965 and to end on the 20th day of August 1970.

The Lessee covenants and agrees to pay to the Lessor monthly as rent for the leased premises the sum of Fifty and No/100 ($50.00) Dollars, payable in advance on the 21st. of each calendar month.

And the Lessee promises to quit and deliver up said premises to the Lessor or her attorneys peaceably and quietly at the end of the term in as good condition, reasonable use thereof, fire and other unavoidable casualties excepted, as they now are, and not to make or suffer any waste thereof.

IT IS FURTHER AGREED that if there is default in the payment of the rent above stipulated for as long as thirty (30) days after the same is due, the said Lessor, her attorneys or agents, shall have the right to

Recorded 9-17-65
4 P.M.

DEEDS

re-enter and re-possess the said premises and to expel and remove therefrom the said Lessee or any other person occupying the same.

This agreement shall be binding on the parties hereto, their heirs, executors, administrators, successors or assigns.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals in duplicate, the day and year first above written.

SIGNED, LEASED AND DELIVERED
IN THE PRESENCE OF:

Harry Wozniak

As to Lessor William R. Bodkin

Donald H. Fraser

As to Lessee. Maryanne Seby

Blanche Oleck (SEAL)
Blanche Oleck, Lessor

Elizabeth Close (SEAL)
Elizabeth Close, Lessee

STATE OF NEW YORK)
: PROBATE
COUNTY OF NEW YORK)

PERSONALLY appeared before me Harry Wozniak who, being duly sworn, says that he saw the within-named Blanche Oleck as Lessor, sign, seal and, as her act and deed, deliver the within-written Lease for the uses and purposes therein mentioned and that he, with William R. Bodkin witnessed the execution thereof.

Harry Wozniak

SWORN to before me this
15 day of September 1965.

(L.S.)
Notary Public for New York
Louis Scotto-Lavino - seal affixed
My Commission Expires: March 30, 1967

Recorded 9/17/65 4 P.M.

428

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON PROBATE

PERSONALLY appeared before me Maryanne Seby who, being duly sworn, says that she saw the within-named Elizabeth Close, as Lessee, sign, seal and, as her act and deed, deliver the within-written Lease for the uses and purposes therein mentioned and that she with Donald H. Fraser witnessed the execution thereof.

SWORN to before me this

13th day of September 1965. Maryanne Seby

Donald H. Fraser, Notary Public for South Carolina (L.S.)
My Commission expires at the pleasure of the Governor.

429

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON) LEASE

THIS AGREEMENT, made as entered into as of the 21st. day of August 1965, between Novit-Siegel Real Estate Company, Inc., hereinafter referred to as the Lessor and Elizabeth Close, hereinafter referred to as the Lessee.

WITNESSETH:

That the said Lessor does hereby lease unto the said Lessee and the said Lessee does hereby lease from the said Lessor without artificial heat, light or water, the premises hereinafter referred to, to be used as a restaurant, which said premises are described as follows:

> 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: Measuring One Hundred Ten (110') Feet on the Northern line and bounded North by other lands of Novit-Siegel Real Estate Company, Inc., presently leased to Smith Oil Company, and utilized as an Atlantic Service Station; Measuring Thirty and Two-tenths (30.2') Feet on the Eastern line and bounded East by Walter Street; Measuring One Hundred Twenty-two (122') Feet on the Southern line and bounded South by lands of Blanche Oleck; and measuring Thirty-one and four-tenths (31.4') Feet on the Western line and bounded West by Jefferies Boulevard, be all the said measurements more or less.

TO HAVE AND TO HOLD the said premises for the term of Five (5) years, said term to commence on the 21st. day of August 1965 and to end on the 20th day of August 1970.

The Lessee covenants and agrees to pay to the Lessor monthly as rent for the leased premises the sum of One Hundred Twenty-Five and No/100 ($125.00) Dollars per month for the first two years of said term, the sum of One Hundred Fifty and No/100 ($150.00) Dollars per month for the next two years of said term and the sum of One Hundred Seventy-Five and No/100 ($175.00) Dollars per month for the fifth year of said term, payable in advance on the 21st. day of each calendar month.

And for the consideration aforesaid, the Lessor hereby gives and grants to the Lessee the right and option to renew this Lease for an additional term of five (5) years, at a rental of One Hundred Seventy-five and No/100 ($175.00) Dollars per month, provided that said Lessee gives

Recorded 9-17-65 4 P.M.

to said Lessor thirty (30) days notice of her intention to exercise this option, prior to the expiration of this Lease.

IT IS UNDERSTOOD AND AGREED that the Lessee shall have the right at her sole expense to make reasonable alterations and modifications in the building located on the premises hereinabove described in order to facilitate its use as a restaurant, provided that all such modifications and alterations shall be done in a workman like manner and shall not detract from the value of the leased premises.

And the Lessee promises to quit and deliver up said premises to the Lessor or its attorneys peaceably and quietly at the end of the term in as good condition, reasonable use thereof, fire and other unavoidable casualties excepted, as they now are, and not to make or suffer any waste thereof.

IT IS FURTHER AGREED that if there is default in the payment of the rent above stipulated for as long as thirty (30) days after the same is due, the said Lessor, its attorneys or agents, shall have the right to re-enter and re-possess the said premises and to expel and remove therefrom the said Lessee or any other person occupying the same.

This Agreement shall be binding on the parties hereto, their heirs, executors, administrators, successors or assigns.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals in duplicate, the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Donald W. Fraser

Rene Wood

NOVIT-SIEGEL REAL ESTATE COMPANY, INC., (SEAL)
Novit-Siegel Real Estate Company, Inc.

BY [signature] (SEAL)
Sam Siegel, President - Lessor

Elizabeth Close (SEAL)
Elizabeth Close, Lessee.

Recorded 9-17-65
4 P.M.

431

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON PROBATE

PERSONALLY appeared before me Donald H. Fraser, who, being duly sworn, says that he saw the within-named Novit-Siegel Real Estate Company, Inc. by Sam Seigel, its President, Lessor and Elizabeth Close, Lessee, sign, seal and, and as their act and deeds, deliver the within-written Lease for the uses and purposes therein mentioned and that he, with Pearl Wood witnessed the execution thereof.

SWORN to before me this 13 day of September 1965.

Donald H. Fraser

Pearl Wood, Notary Public for South Carolina (L.S.)
My Commission expires at the pleasure of the Governor.

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

CANCELLATION OF OPTION

WHEREAS, First National Bank of St. George, South Carolina, has neither exercised nor accepted the option to it from Bessie Z. Novit, individually and as Executrix of the Estate of Albert J. Novit, deceased, dated 11 January 1964, recorded 13 January 1964, in Deed Book 133, at page 83, in the office of the Clerk of Court for Colleton County, South Carolina,

NOW, THEREFORE, for the sum of One ($1.00) Dollar, the receipt whereof is hereby acknowledged, the First National Bank of St. George, South Carolina, does hereby surrender and cancel all its rights under the aforementioned option, attached hereto, and releases the owner of the premises therein described of any and all claims, demands, obligations and causes of action, whatsoever, under said option.

DATED this 27th day of December 1965.

IN THE PRESENCE OF:
Juanita M. McAlhany
Isadore Bogoslow

FIRST NATIONAL BANK OF ST. GEORGE, SOUTH CAROLINA,
By: J. C. McAlhany
J. C. McAlhany,
Its President.

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me Isadore Bogoslow and made oath that he saw the within named First National Bank of St. George, South Carolina, by J. C. McAlhany, its President, sign, seal and as its act and deed deliver the within written instrument, and that he with Juanita M. McAlhany witnessed the execution thereof.

SWORN to before me this
27th day of December 1965
Margaret B Williams (L.S.)
Notary Public for South Carolina

Isadore Bogoslow

Recorded 12/28/65 10 A. M.

Filed this 28 day of Dec 19 65
at 10 a M.
A B Croft
Clerk of Court, Colleton County, S. C.

433A

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

ASSIGNMENT

FOR VALUABLE CONSIDERATION to me in hand paid, the receipt whereof is hereby acknowledged, I, Lucia D. Mixon, as Executrix of the Estate of A. B. Mixon, hereby assign, transfer and setover to Lucia D. Mixon, her her heirs and assigns:

That certain Lease between A. B. Mixon and Edisto Lumber Company, Inc. as amended, original Lease being dated 6 September 1963, recorded in Book 134 at page 183 in the Office of the Clerk of Court for Colleton County, amendment thereto being recorded in Book 133 at page 200 in the Office of the Clerk of Court for Colleton County, South Carolina.

IN WITNESS WHEREOF I have set my hand and seal this 19th day of November, 1966.

Lucia D. Mixon, Executrix of the Estate of A. B. Mixon (SEAL)

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

W. J. McLeod, Jr.

Pearl Wood

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me Pearl Wood and made oath that she saw the within named Lucia D. Mixon, as Executrix of the Estate of A. B. Mixon, sign, seal and, as her act and deed, deliver the within written instrument, and that she with W. J. McLeod, Jr., witnessed the execution thereof.

Pearl Wood

SWORN to before me this 10th day of November, 1966.

W. J. McLeod, Jr., Notary Public for South Carolina

Recorded Dec. 19, 1966 5 P. M.

For assignment see Book 166 Page 485

BOOK 133

434

FORM 209.00 PUB 1-60

PURE OIL COMPANY

A DIVISION OF UNION OIL COMPANY OF CALIFORNIA

CANCELLATION OF LEASE AGREEMENT

(Lease to Pure)

WHEREAS, on the 21st day of December, 19 61, a certain written lease agreement was made and entered into by and between Eugene W. Thomas

A DIVISION OF UNION OIL COMPANY OF CALIFORNIA

Lessor, and PURE OIL COMPANY, [redacted], as lessee, covering certain premises situated in the City of _____, County of Colleton, and State of South Carolina, described as follows:

All that piece, parcel or lot of land, situated lying and being near Mt. Neve Church, on U. S. Highway No. 17 containing one acre more or less and Measuring on the Northern line Two Hundred Ten (210) feet; measuring on the Eastern line Two Hundred and Ten (210) Feet; measuring on the Southern line Two Hundred Ten (210) Feet and measuring on the Western line Two Hundred Ten (210) Feet being in shape of a square, the Northeast corner to be a point on U. S. Highway 17 and One Hundred and Fifty Feet (150) westerly from the property line of Mt. Neve Church property, and bounded on the Southeast by U. S. Highway 17 and on all other sides by lands of Ishmel Williams, Being a part of a Tract of land purchased by Ishmel Williams from Adelphia Smoak by Deed Recorded in the office of the Clerk of Court for Colleton County, South Carolina on December 9, 1918, in Book 47 at page458. Together with all appurtenances thereto belonging or in anywise appertaining, and all right, title and interest of Lessor in and to any and all roads, streets, alleys and ways bounding said premises.

WHEREAS, The Pure Oil Company, an Ohio corporation was merged with Union Oil Company of California, a California corporation, and Union Oil Company of California being the surviving corporation.

The lease agreement being recorded in Book 130, page 165, in the office of the Recorder or Register of Colleton County, South Carolina; and

WHEREAS, the term of said lease agreement, and any amendments thereof or supplements thereto, has not expired, but it is mutually desired to cancel and terminate same as hereinafter set out.

NOW, THEREFORE, in consideration of One Dollar cash in hand paid by each party to the other, and other good and valuable considerations, receipt of which is hereby acknowledged, the undersigned, parties to and/or having the present interests in said lease agreement, and any amendments thereof or supplements thereto, do hereby mutually agree that the same shall be and hereby is cancelled and terminated as of the 30th day of September, 19 66, and from and after such date of cancellation and termination each party shall be released and discharged of all further obligations thereunder, but such cancellation and termination shall not release or discharge any party from any obligations that have accrued thereunder prior to such cancellation and termination.

The Recorder or Register of the aforesaid County and State is hereby authorized and directed to release and discharge the aforesaid lease agreement, and any amendments thereof or supplements thereto, on the records in his office.

WITNESS the execution hereof on this the 30th day of September, 19 66.

Signed and acknowledged in the presence of:

Ruth Saunders

Nell Cooke

Mrs Eugene W. Thomas (Seal)
Sole beneficiary under will of
~~Eugene W. Thomas~~ (Seal)

_____ (Seal)

_____ (Seal)

Signed and acknowledged in the presence of:

J S Blalock

Peter D. Bris

PURE OIL COMPANY DIVISION OF UNION OIL CO. OF CALIF.

By C S Brown

District Manager

Recorded 10/4/66 9 A. M.

435

ACKNOWLEDGEMENT OF LESSOR

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me Nell Cooke who, being duly sown, says that she saw the within named Mrs. Eugene W. Thomas, sole beneficiary under the will of Eugene W. Thomas, sign,seal and as her act and deed deliver the within Release, and that she, with Ruth Saunders witnessed the execution thereof.

SWORN to before me this 30th day of September, A. D., 1966. Nell Cooke

Ruth Saunders, Notary Public for South Carolina (SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Personally appeared before me J. S. Blalock and madeoath that he was present and saw C. S. Branch sign, seal and as their act and deed, deliver the foregoing written instrument and that he, with Peter D. Buis witnessed the execution thereof.

SWORN to before me this 30th day of Sept. 1966. J. S. Blalock

B. W. Carter - seal affixed
Notary Public for South Carolina
My Commission expires at the pleasure of the Governor.

recorded 10/4/66 9 A. M.

BOOK 133

436

PURE OIL COMPANY

A DIVISION OF UNION OIL COMPANY OF CALIFORNIA

CANCELLATION OF LEASE AGREEMENT

WHEREAS, on the 11th day of September, 1956, a certain written agreement was made and entered into by and between Eugene M. Thomas

A DIVISION OF UNION OIL COMPANY OF CALIFORNIA

[redacted] and [redacted] PURE OIL COMPANY, an [redacted], as lessee, covering certain premises situated in the City of _____, County of Colleton, and State of South Carolina, described as follows:

All that piece, parcel or lot of land, situated lying and being near Mt. Neve Church, on U. S. Highway No. 17 containing one acre more or less and measuring on the Northern line Two Hundred Ten (210) feet; measuring on the Eastern line Two Hundred and Ten (210) Feet; measuring on the Southern line Two Hundred Ten (210) Feet and measuring on the Western line Two Hundred Ten (210) Feet being in shape of a square, the Northeast corner to be a point on U. S. Highway 17 and One Hundred and Fifty Feet (150) westerly from the property line of Mt. Neve Church property, and bounded on the Southeast by U.S. Highway 17 and on all other sides by lands of Ishmel Williams. Being a part of a Tract of land purchased by Ishmel Williams from Adelphia Smoak by Deed Recorded in the office of the Clerk of Court for Colleton County, South Carolina on December 9, 1918, in Book 47 at page 458

WHEREAS, The Pure Oil Company, an Ohio corporation was merged with Union Oil Company of California, a California corporation, and Union Oil Company of California being the surviving corporation.

agreement being recorded in Book 119 page 197 in the office of Register of Colleton County, South Carolina; and

WHEREAS, the term of said lease agreement, and any amendments thereof or supplements thereto has expired, it is mutually desired to cancel and terminate same as hereinafter set out.

NOW, THEREFORE, in consideration of One Dollar cash in hand paid by each party to the other, and good and valuable considerations, receipt of which is hereby acknowledged, the undersigned, parties to and or having the present interests in said lease agreement, and any amendments thereof or supplements thereto, do hereby mutually agree that the same shall be and hereby is cancelled and terminated as of the 30th day of September 1966 and from and after such date of cancellation and termination each party shall be released and discharged of all further obligations thereunder, but such cancellation and termination shall not release or discharge any party from any obligations that have accrued thereunder prior to such cancellation and termination.

The Recorder or Register of the aforesaid County and State is hereby authorized and directed to release and discharge the aforesaid lease agreement, and any amendments thereof or supplements thereto, on the records in his office.

WITNESS the execution hereof on this the 30th day of September 1966

Signed and acknowledged in the presence of

[signature] (Seal)
Sole beneficiary under will of
Eugene M. Thomas (Seal)

[signature]
[signature]

Signed and acknowledged in the presence of

PURE OIL COMPANY

By [signature]
Manager

recorded Oct. 4, 1966 9 A. M.

437

ACKNOWLEDGMENT OF LESSOR

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me Nell Cooke who, being duly sworn, says that she saw the within named Mrs. Eugene W. Thomas, sole beneficiary under will of Eugene W. Thomas, sign, seal and as her act and deed, deliver the within release, and that she with Ruth Saunders witnessed the execution thereof.

SWORN to before me this 30th day of September A. D., 1966.

Nell Cooke

Ruth Saunders, Notary Public for South Carolina (SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Personally appeared before me J. S. Blalock and made oath that he was present and saw C. S. Branch sign, seal and as their act and deed deliver the foregoing written instrument and that he, with Peter D. Buis witnessed the execution thereof.

Sworn to before me this 30th day of September 1966/

J. S. Blalock

B. W. Carter - seal affixed
Noraty Public for South Carolina
My Commission expires at the pleasure of the Governor.

recorded 10/4/66 9 A. M.

BOOK 133

For assignment see this Book Page 445 + 446 438

STATE OF SOUTH CAROLINA)
: AMENDMENT TO LEASE
COUNTY OF COLLETON)

WHEREAS, Lucia D. Mixon, as Executrix of the Estate of A. B. Mixon, as Lessor, and Robert C. Thompson, d/b/a T & M Handle Company, as Lessee, heretofore entered into a certain lease dated 3 April 1965, recorded in the office of the Clerk of Court for Colleton County, South Carolina, in Book 133, at Page 211, whereby the said Lucia D. Mixon, as Executrix, leased to the said Robert C. Thompson, d/b/a T & M Handle Company, a tract of Six and one-half (6-1/2) acres, more or less, in said lease described, for a rental of Fifty and 00/100 ($50.00) Dollars per month and a dry kiln and sheds, in said lease referred to, for a rental of Fifty and 00/100 ($50.00) Dollars per month; and

WHEREAS, Lucia D. Mixon, as devisee of A. B. Mixon, now is the owner of the property leased; and

WHEREAS, the parties mutually agreed to amend the said lease as hereinafter set forth;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the aforementioned lease is hereby amended as follows:

1. Insofar as the said lands are concerned that lease is hereby extended until August 31, 1973, at the same rental of Fifty and 00/100 ($50.00) Dollars per month, which the said Lessee agrees to pay as in said lease provided;

2. Insofar as the dry kiln and sheds are concerned that lease is hereby extended until August 31, 1973, and the said Lessee herein agrees to pay the rental of Fifty and 00/100 ($50.00) Dollars per month therein provided as to said dry kiln and sheds until August 31, 1973;

Doc Stamps 84 cts affixed

Recorded 3/15/67 9 A. M.

DEEDS

438A

4388

3. In all other respects the said lease shall continue as it now exists until 31 August 1973.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, in duplicate, this 30 day of January 1966.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

W. J. McLeod, Jr.

Pearl Wood
As to Lucia D. Mixon Pearl Wood

Lucia D. Mixon (L.S.)
Lucia D. Mixon,
Lessor

Mary M. Smith
Mary M. Smith

Joyce D. Phillips
As to Robert C. Thompson Joyce D. Phillips

Robert C. Thompson (L.S.)
Robert C. Thompson, d/b/a T & M Handle Company,
Lessee

STATE OF SOUTH CAROLINA)
:
COUNTY OF COLLETON)

PERSONALLY appeared before me Pearl Wood and made oath that she saw the within-named Lucia D. Mixon, as Lessor, sign, seal and, as her act and deed, deliver the within written Amendment To Lease for the uses and purposes therein mentioned, and that she, with W. J. McLeod, Jr. witnessed the execution thereof.

SWORN to before me this 4th
day of March 1967.

Pearl Wood
Pearl Wood

W.J. McLeod, Jr. (SEAL)
Notary Public for South Carolina
My commission expires at the pleasure
of the Governor.

Recorded 3/15/67 9 A. M.

438C

4380

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me Mary M. Smith and made oath that She saw the within-named Robert C. Thompson, d/b/a T & M Handle Company, sign, seal and, as his act and deed, deliver the within written Amendment To Lease for the uses and purposes therein mentioned, and that she, with Joyce P. Phillips witnessed the execution thereof.

SWORN to before me this 1st day of February 1967.

Mary M. Smith
Mary M. Smith

Joyce P. Phillips
Joyce P. Phillips (SEAL)
Notary Public for South Carolina

My commission expires at the pleasure of the Governor.

Recorded 3/15/67 9 A. M.

DEEDS

438E

130 - 41 (Lease)

Recorded this 2 day of Feb A.D. 19 68 in Book ____ Page ____ At 5 o'clock P M.
AB Crosby
Clerk of Court, Colleton County, S.C.

439

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

FOR VALUABLE CONSIDERATION, WE DO, without recourse on us, hereby sell, transfer and set over unto Leon Nelson, his heirs ~~xxxxxxxxxx~~ and Assigns, the ~~Mortgage~~ Assignment of Lease from Lucas Realty Corporation to Leon Nelson which Assignment was dated 21 day of July 1961, hereunto attached and recorded in Clerk of Court, Colleton County in Book 130 Page 16, ~~together with the note and debt secured thereby~~ and all the rights and interest of the undersigned in the same.

WITNESS our hands and seal this 10th day of January A.D. 19 68.

Signed, Sealed and Delivered)
Patricia C. Steffel
Bonnie B. Williams

THE SOUTH CAROLINA NATIONAL BANK
OF CHARLESTON
BY
John C. Wilson Vice President

ATTEST: Elizabeth W. McInnes
Cashier

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

PERSONALLY appeared Patricia C. Steffel and made oath that She saw the above named John C. Wilson as Vice President, and Elizabeth W. McInnes as Cashier, sign, seal and as the act and deed of the said THE SOUTH CAROLINA NATIONAL BANK, deliver the foregoing assignment, and that She with Bonnie B. Williams witnessed the execution thereof.

SWORN to before me this 10th day of January A.D. 19 68
(L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA

Patricia C. Steffel
Patricia C. Steffel

Seal affixed
My Commission expires Jan. 1, 1970.

Recorded Feb. 2, 1968 5 P. M.

440

Recorded this 2 day of Feb A.D. 1968
In Book ..... Page ..... P
At 5 o'clock P M.
A B Crosby
Clerk of Court, Colleton County, S. C.

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

FOR VALUABLE CONSIDERATION, the lease from Lucas Realty Corporation to Leon Gelson, dated 21 July 1961, recorded in Deed Book 130, at page 41, in the office of the Clerk of Court for Colleton County, South Carolina, is hereby terminated and canceled.

DATED this 10th day of January 1968.

IN THE PRESENCE OF:

Isadore Bogoslow
Isadore Bogoslow

Margaret B. Hilliard
Margaret B. Hilliard

LUCAS REALTY CORPORATION (SEAL)

By Paul Lucas, President
Paul Lucas, Jr.

Tommy Jo L. Nettles Sec
Tommy Jo L. Nettles,

Leon Gelson
Leon Gelson

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

PERSONALLY appeared before me Margaret B. Hilliard and made oath that she saw the within named Lucas Realty Corporation, by Paul Lucas, Jr., President, and Tommy Jo L. Nettles, Secretary; and Leon Gelson, sign and seal the within written instrument, and as their act and deed deliver the same; and that she with Isadore Bogoslow witnessed the execution thereof.

SWORN to before me this

10th day of January 1968

Isadore Bogoslow (L.S.)
Notary Public for South Carolina.
Isadore Bogoslow
My Commission expires January 1, 1970

Margaret B. Hilliard
Margaret B. Hilliard

Recorded Feb. 2, 1968 5 P. M.

442

B & B. 443

Recorded 21 Mar 1968 9 A.M.
C. A. Crosby
Clerk of Court

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

ASSIGNMENT

FOR VALUABLE CONSIDERATION, to wit, the sum of One Thousand Five Hundred and No/100 ($1,500.00) Dollars, the receipt whereof is hereby acknowledged, Southern Fertilizer and Chemical Company does hereby transfer, set over, and assign to G. W. Roberts, his heirs and assigns, all its right, title and interest in and to a lease agreement between Emily N. Baggett and Southern Fertilizer and Chemical Company, dated 14 February 1963, recorded 26 February 1963, in Deed Book 132, at page 161, in the office of the Clerk of Court for Colleton County, South Carolina.

DATED this 15th day of March 1968.

IN THE PRESENCE OF:

D. T. Rogers
H. J. Sutcliffe

SOUTHERN FERTILIZER AND CHEMICAL COMPANY (SEAL)

By W. W. Harley
Its Vice Pres. and Gen. Manager

STATE OF GEORGIA)
COUNTY OF CHATHAM)

PERSONALLY appeared before me D. T. Rogers and made oath that he saw the within named Southern Fertilizer and Chemical Company, by W. W. Harley, its Vice Pres. and Gen. Manager sign, seal and as its act and deed deliver the within written Assignment, and that he with H. J. Sutcliffe witnessed the execution thereof.

SWORN to before me this
15th day of March 1968

D. T. Rogers

H. J. Sugleby (SEAL)
Notary Public
Seal affixed
My Commission expires April 12, 1971

Recorded March 21, 1968 9 A.M.

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STATE OF SOUTH CAROLINA)
: ASSIGNMENT OF LEASE
COUNTY OF COLLETON)

FOR VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, I, Robert C. Thompson, d/b/a T & M Handle Company, do hereby assign, transfer, and set over unto T & M Handle Manufacturing Company, Inc., its successors and assigns, that certain Lease and Amendment To Lease, both between Lucia D. Mixon, as Executrix of the Estate of A. B. Mixon, deceased, Lessor, and Robert C. Thompson, d/b/a T & M Handle Company, Lessee, dated 3 April 1965 and 30 January 1966, respectively, and recorded in the office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 133, at Page 211, and at Page 438, respectively.

WITNESS my hand and seal this 27 day of May, 1968.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Robert C Thompson (L.S.)
Robert C. Thompson, d/b/a
T & M Handle Company

Pearl Wood

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me Pearl Wood and made oath that she saw the within named Robert C. Thompson, d/b/a T & M Handle Company, sign, seal and, as his act and deed, deliver the within written Assignment of Lease for the uses and purposes therein mentioned, and that she, with W. J. McLeod, Jr., witnessed the execution thereof.

SWORN to before me this
27 day of May 1968.

Pearl Wood

(SEAL)
Notary Public for South Carolina

My commission expires 1 January 1971.

Recorded May 28-1968
10 am

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

COLLATERAL ASSIGNMENT OF LEASE

This Assignment, made this 27 day of May 1968 by T & M Handle Manufacturing Company, Inc., to Farmers and Merchants Bank, Walterboro, South Carolina,

WITNESSETH:

That the said T & M Handle Manufacturing Company, Inc., for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, transfers and assigns to the said Farmers and Merchants Bank that certain Lease from Lucia D. Mixon, as Executrix of the Estate of A. B. Mixon, Lessor, to Robert C. Thompson, d/b/a T & M Handle Company, Lessee, dated 3 April 1965, recorded in Deed Book 133, at Page 211, in the office of the Clerk of Court for Colleton County, South Carolina, as amended by that certain Amendment of Lease between the same parties, dated 30 January 1966, recorded in Deed Book 133, at Page 438, in said office, the said Lease and Amendment of Lease having been heretofore assigned by Robert C. Thompson, d/b/a T & M Handle Company to T & M Handle Manufacturing Company, Inc.;

Together with all rents, income and profits arising from said Lease and Amendment to Lease, and renewals thereof;

This Assignment is made for the purpose of securing the payment of the principal sum, interest and indebtedness evidenced by a certain note, including any extensions or renewals thereof, in the original principal sum of Twenty-five Thousand and 00/100 ($25,000.00) Dollars, made by T & M Handle Manufacturing Company, Inc., to the Farmers and Merchants Bank, dated the 27 day of May 1968.

It is expressly provided that upon payment of the aforesaid note, including all extensions or renewals thereof, that the said Farmers

Recorded May 28 1968 10a

and Merchants Bank will reassign the aforesaid Lease and Amendment to Lease to T & M Handle Manufacturing Company, Inc.

WITNESS the hand and seal of T & M Handle Manufacturing Company, Inc., this 27 day of May 1968.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

W J McLeod Jr
Pearl Wood

T & M HANDLE MANUFACTURING COMPANY, INC. (L.S.)
By: Robert C Thompson Sr (L.S.)
Its President

STATE OF SOUTH CAROLINA)
:
COUNTY OF COLLETON)

PERSONALLY appeared before me Pearl Wood and made oath that she saw the within T & M Handle Manufacturing Company, Inc., by Robert C. Thompson, Sr., its President, sign seal and, as its act and deed, deliver the within written Collateral Assignment of Lease for the uses and purposes therein mentioned, and that she, with W. J. McLeod, Jr., witnessed the execution thereof.

SWORN to before me this 27th day of May 1968.

Pearl Wood

W J McLeod Jr (SEAL)
Notary Public for South Carolina
My commission expires 1 January 1971.

DEEDS

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STATE OF SOUTH CAROLINA }
COUNTY OF COLLETON }

AGREEMENT AND ASSIGNMENT OF INTEREST IN CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That We, Donald B. Barron and Elsie T. Barron, of Holland, Michigan, for and in consideration of Seven hundred eighty-one and 67/100 ($781.67) Dollars to us paid by William W. Fowler, the receipt whereof is hereby acknowledged, do hereby assign, transfer and set over and forever relinquish any claim unto the said William W. Fowler 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 July 25, 1963 and recorded in the Office of the Clerk of Court for Colleton County, South Carolina in Deed Book 133 at page 36.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 29th day of January 1969.

IN THE PRESENCE OF:

Donald B. Barron

Robbie Longstreet

Gertrude Vander Vliet

IN THE PRESENCE OF:

Elsie T. Barron

Jo Anna Pye

J. T. Givens

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me Jo Anna Pye who being duly sworn says that she saw the within named Elsie T. Barron sign, seal and as her act and deed, deliver the within written Agreement and Assignment of Interest of Contract; and that she with J. T. Givens witnessed the execution thereof.

SWORN to before me this 29th day of January 1969.

Jo Anna Pye

Notary Public for South Carolina
My commission expires Jan. 1, 1970.
J. T. Givens

Recorded this 10th day of March, 1969. 3:00 P.M.
Emily N. Baggett, Clerk of Court

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STATE OF MICHIGAN)
COUNTY OF OTTAWA)

PERSONALLY appeared before me Gertrude Vander Vliet, who being duly sworn says that she saw the within named Donald B. Barron sign, seal and as his act and deed, deliver the within written Agreement and Assignment of Interest of Contract; and that she with Robbie Longstreet witnessed the execution thereof.

SWORN to before me this 24th day of February 1969.

Gertrude Vander Vliet

Robbie Longstreet (SEAL) (SEAL AFFIXED)
Notary Public for Michigan
My commission expires December 2, 1972.

Recorded 3-10-69

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) SATISFACTION OF MORTGAGE OR AGREEMENT

The bond of D. Clyde & Mary M. Smith to Stevenson, Zimmerman & Co. secured by the Mortgage or Agreement of D. Clyde & Mary M. Smith to Stevenson, Zimmerman & Co., which document is dated Feb 21 1963 and is recorded in Book 133, Page 3 in the office of the Clerk of Court for the County of Colleton in said State, having been paid in full, we hereby declare the said instrument together with the Bond, forever satisfied, and the lien of the mortgage or the restrictions of the agreement on the described property forever discharged.

(Seal Affixed)

WITNESSES:

Candace D. Hall

Margaret H. Sullivan

STEVENSON, ZIMMERMAN & CO.

By: Louis Williams

Louis Williams, Vice Pres

By: Only One Signature Necessary

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

PERSONALLY appeared before me Candace D. Hall and made oath that s he saw Louis Williams as Vice Pres ~~and~~ as of STEVENSON, ~~ZIMMERMAN~~ ZIMMERMAN & CO. sign, seal, and as his or their act and deed, deliver the foregoing Deed of Satisfaction, and that s he with Margaret H. Sullivan witnessed the execution thereof.

SWORN to before me this 29th. day of June 19 71

Candace D. Hall

(Seal Affixed)

Notary Public for S.C.
Commission Expires 11/13 19 79
Elizabeth H. Edwards

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

PERSONALLY appeared before me Louis Williams as Vice Pres. and as of STEVENSON, ZIMMERMAN & CO, who being duly sworn, depose(s) and say(s) that the said Corporation is the bona fide owner and holder of the within Bond and Mortgage or Agreement, and that the same has not been assigned, hypothecated, or otherwise disposed of, and that the same has been lost or destroyed, and after diligent search, cannot be found. That the deponent(s) has or have full authority to execute and deliver the within Satisfaction of Mortgage or Agreement.

SWORN to before me this 29th. day of June 19 71

Louis Williams

(Seal Affixed)

Notary Public for S.C.
Commission expires 11/13 1979

Recorded June 30, 1971. 4:00 P.M.

DEEDS

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BOOK 133

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 Four Thousand Two Hundred and No/100 ---------- ---------- ($ 4,200.00) 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 Three Thousand Nine Hundred and No/100 ------ ---------- ($ 3,900.00) 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 Austin Ruger, Jr.

(his) (her) (their) heirs, execu[illegible] Deed with covenants of simple warranty, free from encumbrance[illegible] of said Association, No. 920 Bay Street, Beaufort, South [illegible] and No/100 ------ [illegible]) Dollars each, commencing on the first d[illegible] of each month thereafter until the principal and interest [illegible] rate of six (6%) per cent per annum. The said monthly [illegible] ent of interest due on the said Contract of Sale, computed [illegible] ces, assessments, or insurance as shall from time to time [illegible] of Sale during the terms thereof, with interest thereon at [illegible] of the said amount to the payment to that extent as a cred[illegible] ents to continue until the principal and interest, taxes and [illegible]

3. When the principal o[illegible]) Dollars, the Association will deliver, or [illegible] premises, free and clear of all encumbrances, except such as [illegible] upon the execution and delivery of such Deed, execute [illegible] 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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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

Austin Ruger, Jr., 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 the Town of Wa[illegible] shown and designated [illegible] division plat prepared f[illegible] David Richardson, Sur[illegible] ok 9, page 105, bound[illegible] lands of C. B. Craver [illegible] reon twenty (20) fe[illegible] d plat and measuring ther[illegible] th by Springwood Dri[illegible] et, and on the West by [illegible] the reon one hu[illegible]

Being the [illegible] ngs and Loan Assoc[illegible] lated October 30, 19[illegible] Office of the [illegible] lina.

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