STATE OF SOUTH CAROLINA )
COUNTY OF COLLETON )

LEASE

THIS INDENTURE, each the 17 day of Pebruary 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 Minety-five (195) acres, more or less, and bounded now or formerly as follows: North and Northwest by lands of H. W. Hudson, Bobert Hudson, Etta Beach and Lee Hudson; Bast 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. Prank, Surveyor, dated 31 July 1933.

TO HOLD for a term of three (5) years from the nineteenth day of January 1963 to the eighteenth day of January 1966.

And I, the Lasses 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/on the nineteenth day of each month for the month preceeding, and to quit and deliver up the same to the Lassor, 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 Lesses 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 (150 days after the same is due, the said Ines Hudson fnipe;, 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 WINESS WHEREOF, the said parties have hereunto interchangeably set their hands and seals the day and year first above written.

SIGNED, SEALID AND DELIVERED

IN THE PRESENCE OF

syna, Elizabet M. Beethan

Millian A. Smite

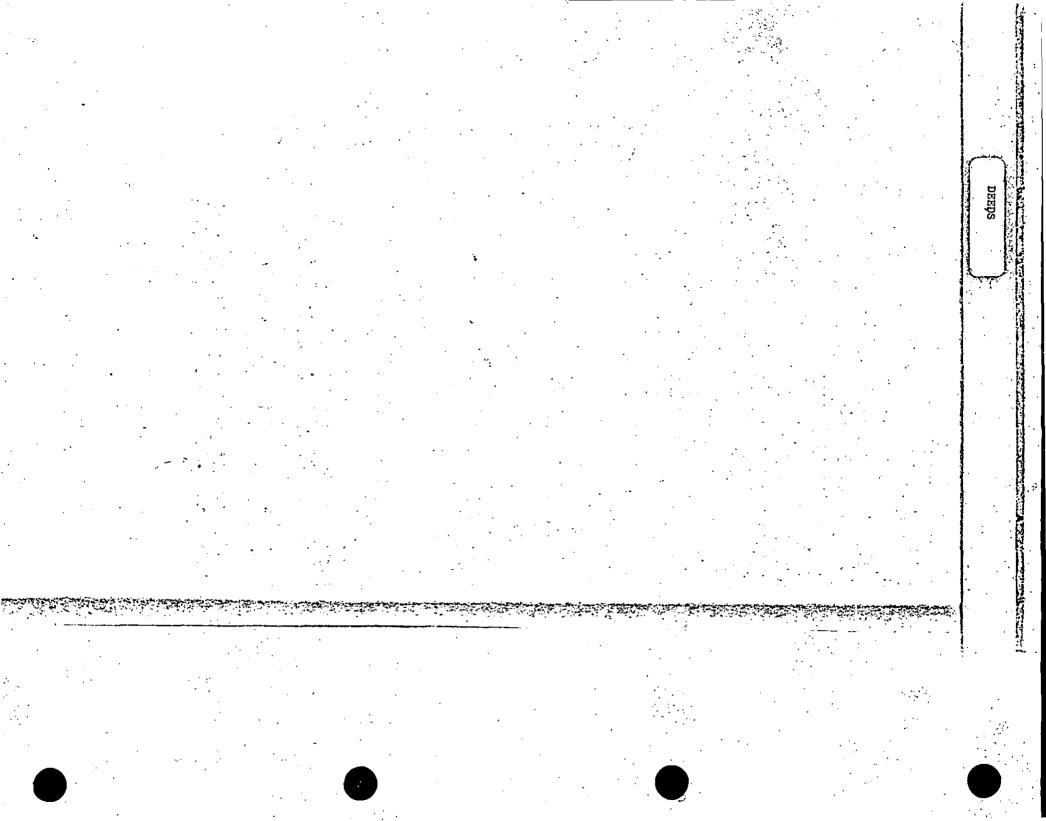
An to leases:

Jan C Vier

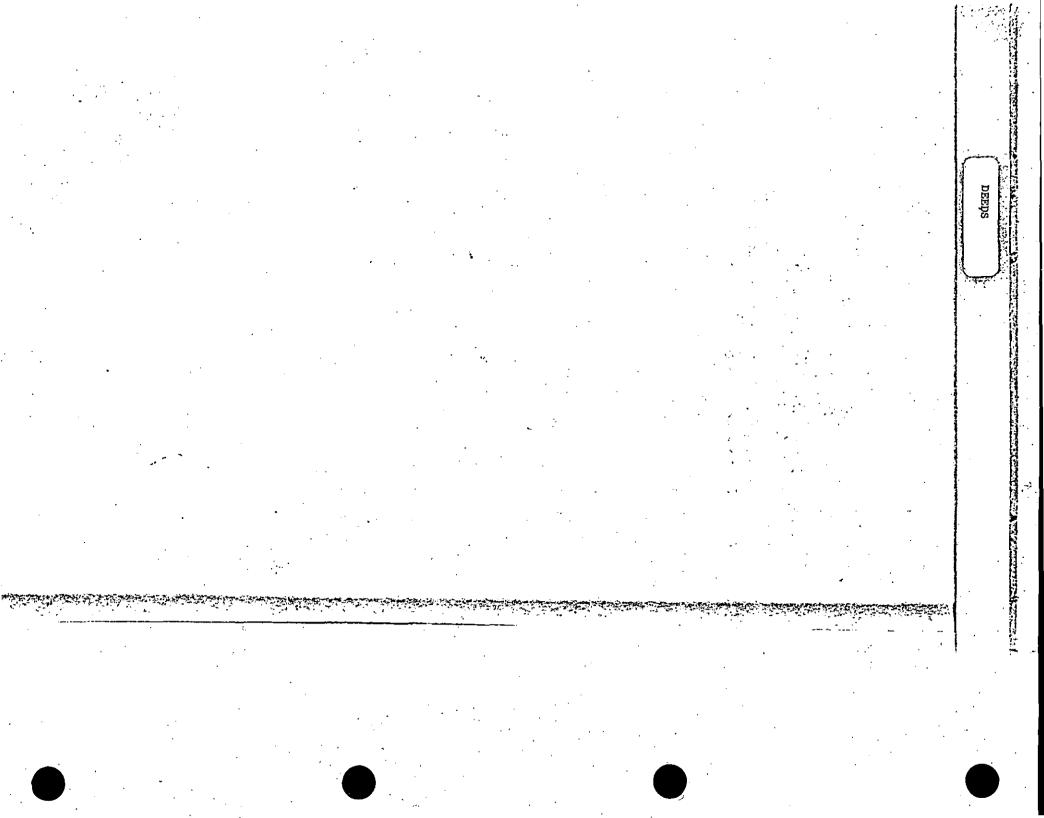
Ines Hudson Snipes, Ladsor

Harry B. Hiera, Losses

LAW OFFICE OF KEITH M. KINARI WALTERSOED, S. C.



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	COUNTY OF RICHARD	
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	STATE OF SOUTS CROLINA	
•	COUNTY OF COLLECT	
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<b>(2)</b>	act and deed, diver the within written Loase and that she with Ke	ith M.
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KEITH M. KINARD WALTERBORD, S. C.		
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# AGREEMENT NOT TO ENCUMBER OR TRANSFER PROPERTY

As an inducement to STEVENBON, ENGAGERMAN'S CO. of NORTH CHARLESTON, SOUTH CAROLINA Apertments called the Company's to great credit to the undersigned under a promissory note for the sum of 17079 80.

Land FEBRUARY 1/1163 and payable to The Company or to purchase from

hereinstor called Dealer I a promisery cots of and payable to Dealer, and

consideration thereof, the undersigned thereinafter called ("Borrowers"), joinity and severally, agree that until said note and any tention or renewal thereof and also any and all other indebtadess of the Borrowers, or either of them, to the Company, whether last or several, heretofore or hereafter incurred and without regard to the nature thereof, shall have been paid in full or until 32 years following the death of the last survivor of the undersigned, whichever shall occur first, (a) Borrowers will pay all trace, assessments, dues or churges shall become delinquent and (b) Borrowers will not, without, prior to the time when any of such taxes, assessments, dues or churges shall become delinquent and (b) Borrowers will not, without, the consent in writing of the Company first had and obtained, (i) create or printle any lien or other encumbrances (other, than presently existing liens and liens securing the payment of loans and solvances made to them by the Company) to exist on the following described real property; or (2) transfer; sell, hypothecate, assign of in any matter, whatever dispose of the following described real

All that certain piece, parcel or lot of land, with all buildings and improvements, thereon, in the Town of Walterbore, County of Colleton,

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 mm a driveway muned by D. Clyde Smith, separating it from lands of Ray Beach; on the Northwest eighty-two and seven-tenths (82.7) feet on lands of D. Clyde Smith; on the Northwest eighty-two and seven-tenths (82.7) feet on lands of D. Clyde Smith; on the Southwest one hundred, seventy-three and eight-tenths (173.8) feet on lands of Agnes Clover and others; and on the Southwest seventy-five and three-tenths (75.3) feet on Carn Street, as reference to a plate of the confidence of the property of date, 15 November 13.7, 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 Hovember 1945, recorded in the Office of the Clark of Court for Colleton County in Deed Book 91 at Page 318.

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 Burrowers in connection herewith, or in the payment of any indebtedness or colligation of Burrowers in connection herewith, or in the payment of any indebtedness or colligation of Burrowers in connection herewith, or in the payment of any indebtedness or colligation of Burrowers in ow or independent 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.

In it further agreed and understood that The Company may, in its discretion, and is hereby sulhorized and permitted by Borroware in cause this instrument to by proofed at such time and in such places as The Company more in its discretion discretion.

Four E Williams X Al Clycle Amil

Dated di Charleston, S.C.
Tota 21st day of Pobruary is 63
Bishi et South Carelina

Comp w Charleston

Personally appeared before me Louis B. Williams who after being duly swom says that ho saw the within named D. Clyde & Mary M. Smith sign seal and as their act and deed deliver the elithic written instrument at writing and that deposeds with Blizabeth H. Edwards witnessed the execution thereof.

Subscribed stid sworn to before me this

list day of February is 6

(Not grands at the will of the Governor)

Loui E Milleaus

# AGREEMENT NOT TO ENCUMBER OR TRANSFER PROPERTY

CEMENT IN STEVENBON, EMPHERMAN & CO., of NORTH CHARLESTON, SOUTH CAROLINA (hereinstein relief. The Company) to grant credit to the understaned under a promiseory note for the sum of \$ 2029. 80 said FEBRUARY 11 1163 and payable to The Company, or to purchase from

(hereinging called "Decier") at promisers note 4 s undersigned for the sum of, \$ and nevanle to Dealer, and

A dated felte somideration thereof, the undersigned thereinsher called ("Borrowers"), jointly and severally, agree that until said note and any trasion or renewal thereof and also any and all other indebtedness of the Borrowers, or either of them, to The Company, whether list or several, heretofore or hersafter incurred and without regard to the nature thereof, shell 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 are some 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 tother than presently existing liens and liens grouring the payment of loans and solvances 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 Barolina. 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 an a driveway owned by D. Clyde Smith, separating it from lands of Ray Beach; on the Northeast eighty-two and seven-tenths (62.7) 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 Cara Street, as reference to a plat thereof prepared by Harry M. Fripp, Surveyor, of date, 15 November 1939 will more fully show.

This being a portion of the lands conveyed to D. Clyde Smith by dead 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

It is further agreed and understood that if default be made in the performance of any of the terms bereaf, or executed by Borrowers in connection herewith or in the payment of any indebtedness or obligation of Borrowers; now or; hereafter swing to The Company. The Company may, at its election, in addition to all other remedies and rights which it may have by law declars the suitre remaining unpaid principal and interest of any such obligation or indebtedness, then remaining unpaid to The Com-

It is further agreed and understood that The Company may, in its discretion, and is be a cause this instrument to by processed at such time and in such places as The Compa

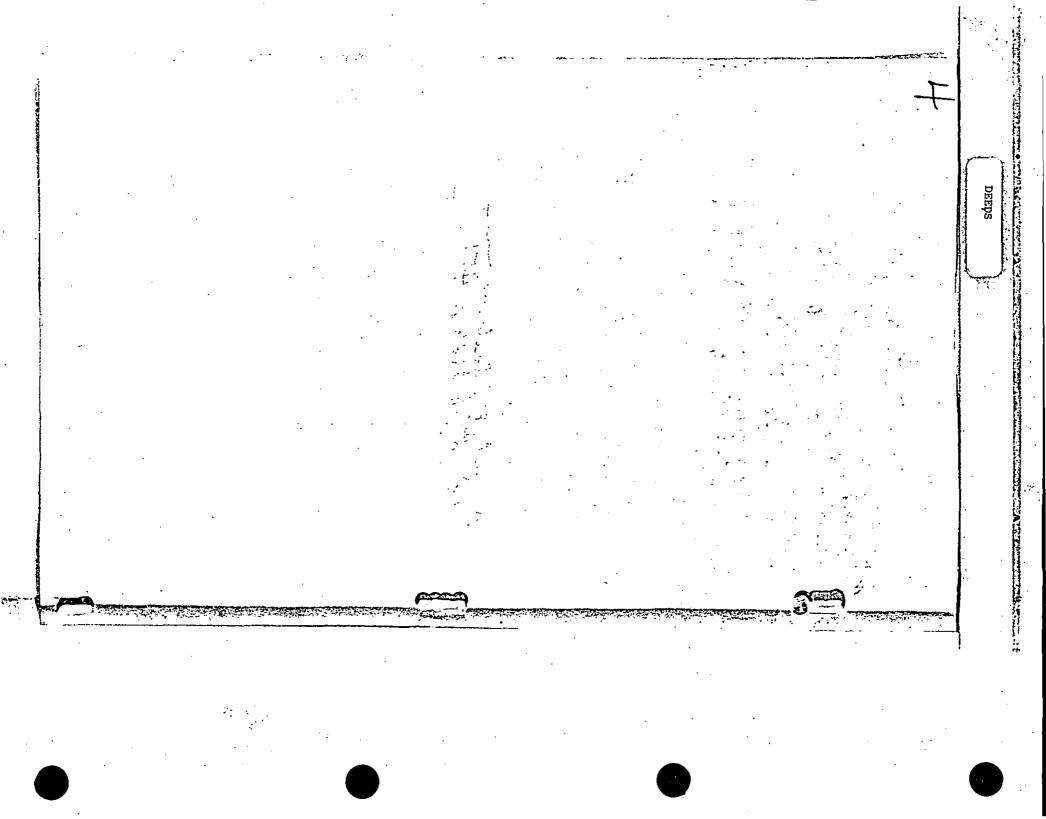
Dated at: Charleston, S.C. This 21st day or February

Commerce Charleston . .: Personally appeared before me Louis E. Williams personally appeared before me Louis B. Williams who, after being duly sworm, says that, he saw the within named D. Clyde & Mary M. Smith within written instrument of writing, and that deponent with Blizaboth He Edwards witnessed the execution thereof. Subscriped stid sworn to before me this

dy or Fabruary

Notary public, titute of South Carolina

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COUNTY OF COLLETIN

### 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. Porty-seven (47), Block A on a subdivision plat prepared for C. B. 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. B. 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 Caroling.

3-1-1963 9an

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W. L.Z. S. S. F. F. B.

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at and for the price of	Four Thousand Two Hundred and No/100	
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	owing: The sum of Three Hundred and No/100	
	(\$ 300.00	
•	pt thereof being acknowledged by the Association). Upon the payment unto said	
	Three Thousand Nine Hundred and No/100	
·	(\$,3,900,00	) Dollar
	e rate of six (6%) per cent per annum, until paid in full; subject to the recitals	
set forth, the said Associatio	n covenants and agrees, and binds itself and its successors and assigns, to convey	the above
decribed real property unto	the said Austin Ruger, Jr.	
	· · · · · · · · · · · · · · · · · · ·	
. , , , ,	executors, administrators and assigns, in fee simple, by a proper Deed with covenan rances. The said principal and interest shall be payable at the offices of said Assoc	
920 Bay Street, Reaufort, S	outh Carolina, in monthly installments of Thirty-three and No/100	
	(\$ 33.00	
until the principal and intereper annum. The said monthlesaid Contract of Sale, computance as shall from time to thereof, with interest thereof payment to that extent as a principal and interest, taxes  3. When the principal the Association will deliver, all encumbrances, except sucdelivery of such Deed, executive principal and interest.	st day of	6) per cer due on th is, or insur- the term ount to the ne until th ) Dollars and clear of ecution an
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payable in monthly installment prescribed by said Association	nts, with interest thereon at the rate of six (6%) per cent per annum, until paid	•
	er is to have the immediate possession and use of the said premises, and he (she) ises that would injure or depreciate the value of the same.	is to do n
	at the Purchaser shall pay all taxes, insurance and water rents chargeable again seessments levied by law against the same, accruing and falling due from and	
presents, and will deposit mo	onthly with the Association the additional sum amount to Four and No/100	0
	(\$ 4.00	) Dollars
which is equal to one-twelfth insurance on the premises, or	of the amount approximately necessary annually to pay the amount of taxes, assessiver and above the installment, which amounts are to be retained by the Association. The Association reserves the right to increase or decrease this payment should taxes or insurance premium.	sments and
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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.

<ol> <li>That there are no other agreements relating to the entire contract of sale.</li> </ol>	he sale, either verbal or written, and this instrument represents $\stackrel{\circ}{\stackrel{\circ}{\nearrow}}$
· · · · · · · · · · · · · · · · · · ·	gs and Loan Association of Beaufort has caused these presents ent, and attested by James G. Thomas, its Manager, and its
Corporate Seal to be hereto affixed, thisday	of Pebruary 196 3 , and witness the Hand
and Seal of the within Austin Ruger, Jr	*
this 18th day of February , 1	96 <b>3</b>
, Signed, Sealed and Delivered in Presence of :	
Sylven Tellian Mystle & Eggs	FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)
Mysele D. Eggs	B Callioun Thomas, President.
	ATTEST:
Jamele Martin	Austin Ruger, Jr. (SEAL)
Marma S. Miley	(SEAL)

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STATE OF SOUTH CAROLINA,				
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			Notary Public	for Sou
Carolina, do hereby certify unto all whom it may concern, that Mrs	T1000 in 500 are 1510 to 1510 are 150 in 1510			
he wife of the within-named Austan Rugor, Jr.	d	lid this day appe	ar before me,	and, up
ering privately and separately examined by me, did declare that	he does freely, voluntai	rily, and without	t any computs	ion, dre
or tear of any person or persons whomsoever, renounce, release	and forever relinquish	unto the withi	in-named Fire	t Feder
iavings and Loan Association of Beaufort, its successors and assist Dower of, in or to all and singular the premises within mentic	ns, all her interest and a	estate, and also	all her Right a	nd Clai
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LETTH RUCER, JR.

CONTRACT OF SALE

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STATE OF SOUTH CAROLINA,

### 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 EROM, of Colleton County, South Carolina

hereinafter called "PURCHASER," whether one or more,

### WITNESSETH:

1. That the Association is the owner of

ALL that piece, percel 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: Hessuring on the Horthern line One Burired Thirty-nine (159) 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 Hine (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 Paderal Savings and Losn Association of Besufort, Beaufort, South Carolina, by Deed dated January X, 1963.

3-1-1963 9 av

# ABREMENT AND CONTRACT OF SALE

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eing hereby paid (the receipt thereof being acknowledged by the	red Fifty and Ho/100
of the further sum of	**** *** *** *** *** **** **** **** ****
	\$ 1,350.00 Dollar
with interest from date at the rate of six (6%) per cent per annum	
set forth, the said Association covenants and agrees, and binds itself	f and its successors and assigns, to convey the above
decribed real property unto the said	
(his) (her) (their) heirs, executors, administrators and assigns, in warranty, free from encumbrances. The said principal and interest	fee simple, by a proper Deed with covenants of simple
20 Bay Street, Beaufort, South Carolina, in monthly installments	of Fifteen and Ho/100
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ach, commencing on the first day of	
intil the principal and interest are fully paid. Unpaid interest to be	
er annum. The said monthly payments shall be applied as follows	
said Contract of Sale, computed monthly. Second, to the payment I	
ance as shall from time to time become due on the property pledg	ed to secure this Contract of Sale during the term
thereof, with interest thereon at the rate of six (6%) per cent per :	annum. Third, the balance of the said amount to th
payment to that extent as a credit as of that date on the principal of	of this obligation. Said payments to continue until th
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 re-	
	) Dollare
the Association will deliver, or cause to be delivered, to the Purchas	er a Deed in fee to the said premises, free and clear o
ill encumbrances, except such as are herein assumed by the Purchas	er, and the Purchaser shall, upon the execution and
lelivery of such Deed, execute and deliver to the Association a No	te and First Mortgage Lien over the above-described
property for said sum of	*************
· ·	<u> </u>
sayable in monthly installments, with interest thereon at the rate of	six (6%) per cent per annum, until paid in full, a
rescribed by said Association.	
4. That the Purchaser is to have the immediate possession	and use of the said premiese and he fahat is to do as
et in or upon the said premises that would injure or depreciate the	
et in or upon the said premises that would injure or depreciate the	e value of the manie.
5. And it is agreed that the Purchaser shall pay all taxes, in	surance and water rents chargeable against the said
remises, and any and all assessments levied by law against the	
resents, and will deposit monthly with the Association the addition	al sum amount to
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hich is equal to one-twelfth of the amount approximately necessar	· · · · · · · · · · · · · · · · · · ·
surance on the premises, over and above the installment, which ar	nounts are to be retained by the Association and paid
or Purchaser as they fall due. The Association reserves the right	to increase or decrease this payment should there be r
naterial change in either the taxes or insurance premium.	
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<ol><li>The Association agrees to pay for the documentary stam Agreement.</li></ol>	ps to be affixed to the Deed in connection with this

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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.

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SIVEN under my Hand and Seal this 2nd	Habel Brown	(SAA)

Notary Public for South Carolina.

COLLITION COUNTY OF STATE OF SOUTH CAROLINA,

ASSOCIATION OF BEAUFORT LIKZL, LEDEKYT SVAINCE VND FOVN

CONTRACT OF SALE.

I hereby certify that the within Contract has be

遵告经		
篇 / 3	RIGHT OF W	AY AGREEMENT FOR GAS LINE
	STATE OF SOUTH CAROLINA)	
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	COUNTY OF COLLEGE	
	Mrs. Edit)	D. Witsell, by: John M. Witsell
	KNOW ALL MEN BY THESE PRESENTS: That	
	hereinafter called Grantor, of County and State aforesa	ld, for and in consideration (\$1.00
3 · /	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,
1	<ul> <li>corporation organized and existing by virtue of the law Carolina, its successors and assigns, horginafter calle</li> </ul>	
<b>:</b>	the right to lay, construct, operate, maintain, inspect	
\$ 1.5 A	change the size of, and remove a pipe line, in whole, o	r in part, for the trans- it is
3	rportation of gas, or any of its products, and other sub- equipment and appurtenances as may be necessary or inci-	
- : ]	the route of the gas line to be as follows:-	Est colonia de la companya de la colonia
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	service taps extending therefrom.	
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oli i i i i i i	The words ("Grantor" and "Company" shall include	their heirs, executors,
	administrators, successors and assigns, as the case may	bo.
4 25 10	Together with all the rights and privileges nece	ssary or convenient for
	the full enjoyment or was thereof including the right of	f Ingross and ogress to
	Pand from said lines.	
<u>.</u>	TO HAVE AND TO HOLD THE Same to the sald South (	arolina Electric & Gas.
1 (	Company, its successors and assigns, forever.	
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	Notary Public for South Carolina	日 1997年7月1日 2月1日

STATE OF SOUTH CAROLINA,
COUNTY OF COLLEGE

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

JOHN BROWN

## **CONTRACT OF SALE**

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RIGHT OF WAY AGREEMENT FOR GAS LINE STATE OF SOUTH CAROLINA) COUNTY OF \_Colleto The Press & Standard, Inc. by: W.W.Smoak, Jr. Pres. & Tress, Mildred F.Smoak, Secretary KNOW ALL MEN BY THESE PRESENTS: That hereinafter called Grantor, of County and State aforesaid, for and in consideration One & No/100 -Dollars, cash in hand paid, receipt of which is hereby acknowledged, do 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-it 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 markin of a sasterly from Jefferies Boulevard north of Washington street on South Carolina Electric and Gas Company Drawing No. service taps extending therefrom. The words "Grantor" and "Company" shall include the tribeirs administrators, successors and assigns, as the case may be-Together with all the rights and privileges necessary or convenient for the full enjoyment by use thereof including the right of ingress, and egress to and from said lines TO HAVE AND TO HOLD the same to the sald South Carolina Company, its successors and assigns, forever, IN WITHESS WHEREOF STATE OF SOUTH CAROLINA) COUNTY-OF Collation Personally appeared before me sign, scal and as his act and doud dollver the within right of way grant for the uses and purposes therein mentioned, and that the with marking to the In the presence of each other, witnessed the due execution thereof. worn to before me this

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Notary Public for South Carolina Ny Commission expires at the Pleasure

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RIGHT OF WAY AGREEMENT FOR GAS	LINE STATE OF THE
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COUNTY OF Colleton	
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KNOW ALL MEN BY THESE PRESENTS: That . R.M. Jefferies	
hereinafter called Grantor of County and State aforesaid for and in consider	leration (
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grant and convey a right of way unto the SOUTH CAROLINA ELECTRIC & GAS COMPA	UNY, ·
corporation organized and existing by virtue of the laws of the State of So	ith.
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portation of gas, or any of its products, and other substances, and such ot	hor.
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Approximately four: (4) feet morth af the southern margin of a drive way	
easterly from Jefferies Boulevard north of Washington street and is more ol	early
shoun on South Carolina Kleetrie and Gas Company Drawing Ho. A-2-57he The	4-413-47-10-7
should be entirely underground and any damaged paving caused by its install	7.1
be repaired and placed in good condition. This conveyance applies only to	
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of R. M. Jefferipe in said driveway.	
The words "Grantbr" and "Company" shall include their heirs, execute	S. Charles
administrators, successors and assigns, as the case may be	
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South Carolina SAND CLAY PIT MATERIAL
State Highway Department Form No. 2090 Rev. 7/1/60
THE STATE OF SOUTH CAROLINA)
County of COLLETON Borrow and Material Pit
Docket No. 15.340 RAGENA 8-1884 (1) Road No 34
THIS ACREEMENT made and entered into this 25th day of February , 19 63, by and between
Miss Ruth it Linder
fereinafter called the lessor, owner of a certain tract of land eituated in <u>CO118ton</u> County, State of coun
WITNESSETH. That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and purformed 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 inflig 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, prother similar material, from said pit or pits, and the right of access thereto until Pobruary 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 soiler insterials, EXEXIMATERIAL ACCURATE From the sum of THO hundred (\$ 200.00 Dollars [per acre], plue a reasonable amount for crop damage for any growing crops destroyed on lands from which meterial is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road,
The above payments of rents and royalties to be accounted for and made within 60 days from date hereof
AND IT IS FURTHER AGREED THAT:
1. The Highway Department will clear, or cause to be cleared, the pit ares. Trees of timber value to be cut the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the Department will be saved at its expense into merchantable lengths of not less than 4 feet and piled neatly on the Department will be saved at its expense into merchantable lengths of not less than 4 feet and piled neatly on the lessor. Trees that overlapped in 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, eand, stone, or other similar material, the Highway Department will smooth up, or cause to be emoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows: To be drained.
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,

Blue (duplicate) - Lessor; Pink - District Engineer;

IT IS FURTHER AGREED that the	nie Agreement shall be t	inding upon my	(our) successors, helrs	accigno, exe
tors or administrators.			10	
IN WITNESS WHEREOF the part  [thesees as to Lessor:	HER DELETO DEAS set thei	, mends RAG (9)	re me day and year Hrst	SPOYS WINIER.
A. P. Smith	•		-f./t.	
Shirley A. Linder	(a)		Ruth L. Lander	
: Fitnesses as to State Highway Departm	Matt		•	Lessor.
Saundra R. Conway		• • • • •	S. C. State: Highway Dep	partment
Linda Kay Blume	<del></del> -		By A. A. Mucker	fuss
he State of South Carolina				
county of Colleton	•	As to 1	4110r	· · · · ·
Personally appeared before me	A. P. Smith		and made oath	that he saw th
rithin named <u>Ruth L. Linder</u>	·		ae her act and deed,	execute the with
written instrument; and that he wit	h <u>Shirley A. Li</u>	nder	_ witnessed the execution	the reof.
ley of Pebruary . 19 63		٠,٠٠٠	A. P. Smith	ी निकास
orman A. Padgett		,	<u> </u>	
Notary Public for S. C.				
The State of South Carolina	•••••••••••••••••••••••••••••••••••••••			
County of _Charleston		As to I	lighway Department	
Personally appeared before me	Saundra R. Coi	nway	and made oath	that he eam the
rithin named A.A. Muckenft			as hist and deed, ex	-
n written instrument; and that She wit			witnessed the execution	thereof.
lworn to before me this <u>18</u> t	1 15	, in this		***
Julius H. White	. •		aundra R. Conwa	<u> </u>
	NO MORTGAGE	Morte	age Release	
		•	age Release	
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	OF SOUTH CAROLINA	<b>)</b>	*		Nº 11452
		}	LEASI		g Black they
County of	Colleton (	<i>12.</i>	Borrow and Mi	alerial Pit	
Docket No.	15.342	Market .		Road No.	346
THIS AC	GREEMENT made and er	atered into this 12 day of	March	. 19	63 by and bet
,	Leroy			<u>.                                    </u>	, i 1 14.
		f a certain tract of land situa na State Highway Departmen		Lleton	County, Sta
WITNES and expresse said Highway Barrow	SETH, That the leasor, for d to be paid and perform Department the right to, or other similar m	or and in consideration of the med by the Highway Departm remove, by itself, its employe aterial from a borrow or mat- . O acres, more or less, situa	rents, royalties, cov- ient, does by these es or contractors to erial pit, or pits, own	onants and agree presents, grant, whom the work led by the lessor	ments hereinafter res- let and demise unto may be let, to an average approx
		<del></del>			<u>. 55</u>
mrrow ri	t located in u	ncultivated field	909' Lt/ St	a. 0/00.	· United
ounded o	n all sides by	lands of lessor.			
			•	:	
-		vay for access to such pit or ;			
follows:	Material to to	be mm hauled thro	ugh field fo	r approxi	mately 400
		e said right to remove such 12, 1965	material, from said	pit or pits, and	the right of access th
until	10 g	, -277	<del></del>	<del></del>	
And in	consideration thereof the	e Highway Department hereb	v covenants and ears	es to nav the sale	d lesson, his ther its i
		and assigns, for such rights			
		n the sum of Two hu			\$ 200.00 Dollars
		crop damage for any growing of way to transport men, mac			
	•				
		royalties to be accounted for	and made within	60_da	ys from date hereof
	ve payments of rents and buildingsolventosupleted		and made within	<u>60</u> da	ys from date hereof
<b>CONTRACT</b>	bulcharobismoonpleted	or as follows:	and made within	60_da;	ys from date hereof
<b>CONTRACT</b>		or as follows:	and made within	60_da	ys from date hereof
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Witnesses as to State Highway Department:  SEUNDRA R. CONWAY  Linda Kay Blume  The State of South Carolina  County of Colleton  Personally appeared before me  A.P. Smith  and made oath that he s within named Loroy Fender  in 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. A. Muckenfuss  A. A. Muckenfuss  L. E. Wiggins, Jr.  As to Lessor  and made oath that he s witnessed the execution thereof  A.P. Smith  A. P. Smith	w the
Shirley A. Linder    Selection   Selection	aw the
Minesses as to State Highway Department  Sc Undra R. Conway  Linda Kay Blume  The State of South Carolina  County of Colleton  Personally speared before me A. P. Smith  As to Lessor  and made onth that he a witchin named Loroy Fonder  In written instrument, and that he witchin named be with Shirley A. Linder  women to before me this 12th  S. Pinoloney, Sr.  Notary Public for S. C.  The State of South Carolina  Notary Public for S. C.  The State of South Carolina  Notary Public for S. C.  The State of South Carolina  Notary Public for S. C.  The State of South Carolina  Notary Public for S. C.  The State of South Carolina  Notary Public for S. C.  The State of South Carolina  Notary Public for S. C.  The State of South Carolina  Notary Public for S. C.  The State of South Carolina  Notary Public for S. C.  The State of South Carolina  Notary Public for S. C.  The State of South Carolina  Notary Public for S. C.  The State of South Carolina  Notary Public for S. C.  The State of South Carolina  Notary Public for S. C.  The State of South Carolina  Notary Public for S. C.  The State of South Carolina  No MORTGAGE  Notary Public for S. C.  The State of South Carolina  No MORTGAGE  Notary Public for S. C.  The State of South Carolina  No MORTGAGE  Notary Public for S. C.  The State of South Carolina  No MORTGAGE  Notary Public for S. C.  The State of South Carolina  No MORTGAGE  Notary Public for S. C.  The State of South Carolina  No MORTGAGE  Notary Public for S. C.  The State of South Carolina  No MORTGAGE  Notary Public for S. C.  The State of South Carolina  No Mortgage Release  The State of South Carolina  No County of Charolina  No County of Charolina  No County of	w the
Saundra R. Commay  Linda Kay Blume  be State of South Carolins  County of Colle ton  Personally appeared before me	w the
Linda Kay Blume  The State of South Carolins  County of Colle ton  Personally appeared before me A.P. Smith  As to Lessor  a written instrument; and that be with Shirley A. Linder witnessed the execution thereof sworn to before me this 12th  Say of March 19 63 A.P. Smith  County of Charleston  Personally appeared before ine Saundra R. Conway  Within named L.E. Wiggins, Jr.  Notary Public for S. C.  The State of South Carolins  County of Charleston  Personally appeared before ine Saundra R. Conway  Within named L.E. Wiggins, Jr.  Say of March 19 63  Julian W. Thile-Seal Affixed  Notary Public for S. C.  The State of South Carolins  NO MORTGAGE  KNOW ALL MEN BY THESE PRESENTS, That I (we)  Is for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and he for top soil, earth, gravel, said, soil, stone, or the similar material, granted by the within Lease so that the lands affected in for top soil, earth, gravel, said mortgage. Said mortgage being given by one of the said mortgage. Said mortgage being given by one of the said mortgage. Said mortgage being given by one of the said mortgage. Said mortgage being given by one of the said mortgage. Said mortgage being given by one of the said mortgage. Said mortgage being given by one of the said mortgage. Said mortgage being given by one of the said mortgage. Said mortgage being given by one of the said mortgage. Said mortgage being given by one of the said mortgage and said said this gay of the presence of:  I hereby certify that the within lesse was filed for record in my office at M o'clock on the file of the presence of:  I hereby certify that the within lesse was filed for record in my office at M o'clock on the file of the presence of:  I hereby certify that the within lesse was filed for record in my office at M o'clock on the file of the presence of:  I arsecution of mortgage relesse not desired, make payment lofully to property owner and mortgage. If there is no mortgage the lease of the presence of the p	w the
The State of South Carolins  County of Colle ton  Personally appeared before me  A.P. Smith  As to Lessor  a written instrument; and that be with  Shirloy A. Linder  witnessed the execution thereof stay of MATCh  By of MATCh  By of MATCh  By Smith  S. Pinolcney, Sr.  Notary Public for S. C.  The State of South Carolins  County of Charleston  Personally appeared before me Saundra R. Conway  within named  L.E. Wiggins, Jr.  By of MATCh  By of Ma	e with
Personally specared before me A.P. Smith sign, seal and as within named Loroy Fonder sign, seal and as within named Loroy Fonder sign, seal and as within named Loroy Fonder sign, seal and as his act and deed, execute the awrite instrument; and that be with Shirley A. Linder witnessed the execution thereof sign of March 19 63 A. P. Smith S. Pinokney, Sr.  Notary Public for S. C.  The State of South Carolina As to Highway Department Dounty of Charleston  Personally appeared before ne Saundra R. Conway sign, seal and as his act and deed, executed the article instrument; and that 5 he with Linda Kay Blume witnessed the execution thereof. Sworn to before me this 12th sy of March 19 63 Saundra R. Conway Saundra	e with
within named LGPOY FONGET sign, seal and as his act and deed, execute the written instrument; and that be with Shirloy A. Linder witnessed the execution thereof tworn to before me this 12th sp of March 19 63 A. P. Smith A. P. Smith State of South Carolina County of Charloston  Personally appeared before one Saundra R. Conway and made onth that She as within named L. E. Wiggins, Jr. Sign, seal and as his act and deed, execute the navitien instrument; and that She with Linda Kay Blume witnessed the execution thereof. Sworn to before me this 12th lay of March 19 63  Julian W. Thile-Seal Affixed  Notary Public for S. C.  The State of South Carolina NO MORTGAGE Mortgage Release  Notary Public for S. C.  The State of South Carolina NO MORTGAGE Mortgage Release  Notary Public for S. C.  The State of South Carolina No Mortgage Said mortgage being given by the within Lease so that the lands affected thall be free and unaffected by said mortgage. Said mortgage being given by the within Lease so that the lands affected thall be free and unaffected by said mortgage. Said mortgage being given by the within Lease so that the lands affected in the presence of:  RECORDED  I hereby certify that the within lease was filed for record in my office at Mortgage Book at Page in office of the presence of:  RECORDED  I hereby certify that the within lease was filed for record in my office at Mortgage Book at Page In office the presence of:  ONA 1675-1 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 Courty, S. C.  ONA 1675-1 19 ACCOUNT.	e with
written instrument; and that he with Shirley A, Linder witnessed the execution thereof tworn to before me this 12th as of March 1963 A, P, Smith S. Pinokney, Sr.  Notary Public for S. C. The State of South Carolina County of Charleston Personally appeared before one Saundra R, Conway and made oath that She a within named L. E. Wiggins, Jr. sign seal and as his act and deed, executeth a written instrument; and that S he with Linda Kay Blume witnessed the execution thereof. Worn to before me this 12th as of March 1963 Saundra R. Conway Julian W. Thile-Seal Affixed Notary Public for S. C.  Notary Public for S. C.  NOW ALL MEN BY THESE PRESENTS, That I (we) for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and N if for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thall be free and unaffected by said mortgage. Said mortgage being given by Present of County.  With Sourh and and seal this day of 198 A in Presence of:  RECORDED  I hereby certify that the within lease was filed for record in my office at M o'clock on the 19 and was immediately entered upon the proper indexes and duly recorded in Book of Deeds, page 19 and was immediately entered upon the proper indexes and duly recorded in Book of Deeds, page 19 and was immediately entered upon the proper indexes and duly recorded in Book of Deeds, page 19 and was immediately entered upon the proper indexes and duly recorded in Book of Deeds, page 19 and was immediately entered upon the proper indexes and duly recorded in Book of Deeds, page 19 and was immediately entered upon the proper indexes and duly recorded in Book of Deeds, page 19 and was immediately entered upon the proper indexes and duly recorded in Book of Deeds, page 19 and was immediately entered upon the proper indexes and duly recorded in Book of Deeds, page 19 and was immediately entered upon the proper indexes and duly recorded in Book of Deeds, page 19 and 19 and 19	
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South Carolina Top Soil Pit Material State Highway Department Form No. 2090 Rev. 11/30/61 THE STATE OF SOUTH CAROLINA LEASE County of Colleton Borrow and Material Pit 347 & 348 Docket No. 15.341 TATOROUS ST Road No. THIS AGREEMENT made and entered into this 15 thtay of March Mrs. Lessie Holmes ireinafter 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 feres, more or less, situated on land owned by the tessor, described as follows: Top Soil Pit located in uncultivated field approximately 5841 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 <u> March 5 : 1964</u> 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, [allerations.community.c (\$ 200.00 Dollars [per Two Hundred 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 Ritters 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 Recorded 3/21/63

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". Blue (duplicate) - Lessor; Pink - District Engineer; Distribution of copies: White (original) - Resident Engineer; Yellow Chief Accountant;

Witnesses as to Lessor:	seals the day and	7,000 0000 0000
A. P. Smith		
Shirley A. Linder	Less	1e Holmes
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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 .....

Charlton R. Broach and Bessie Broach, of Walterbore, 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 Walterbore, 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. Snock, Registered Land Surveyor, dated B January 1955, recorded in the Office of the Clerk of Court for Colleton County in Plat Book 8 at Pags 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 Bast by Druid Hills Road and measuring thereon Sixty-five and seven-tenths (55.7) 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 Lards of Ralph Bishop and measuring thereon One Hundred Forty-two and throe-tenths (142.3) feet.

Being the same property conveyed to First Federal Sa wings 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.

3-30-63

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to be paid in the manner following: The sum of	300.00 Dollar
being hereby paid (the receipt thereof being acknowled	***
Four Thousand Rive	
	Hundred and No/100
	(\$ 4,500.00 ) Dollar
	it per annum, until paid in full; subject to the recitals hereinaft d binds itself and its successors and assigns, to convey the above
decribed real property unto the said Charlton R	. Breach and Bessie Breach
(his) (her) (their) beirs, executors, administrators an warranty, free from encumbrances. The said principal a	d assigns, in fee simple, by a proper Deed with covenants of simple and interest shall be payable at the offices of said Association, No installments of
	(\$ 58.00) Dollar
per annum. The said monthly payments shall be applied said Contract of Sale, computed monthly. Second, to the ance as shall from time to time become due on the prothereof, with interest thereon at the rate of six (6%) payment to that extent as a credit as of that date on the principal and interest, taxes and insurance, with interest	nterest to bear interest thereafter at the rate of six (6%) per cent das follows, to wit: First, to the payment of interest due on the payment by the Association of such taxes, assessments, or insurpperty pledged to secure this Contract of Sale during the term er cent per annum. Third, the balance of the said amount to the principal of this obligation. Said payments to continue until that as herein provided, are paid in full.
	(\$) Dollar
all encumbrances, except such as are herein assumed by	the Purchaser a Deed in fee to the said premises, free and clear of the Purchaser, and the Purchaser shall, upon the execution an- iciation a Note and First Mortgage Lien over the above-describe
property for said sum of	bee ese
	the rate of six (6%) per cent per annum, until paid in full, a
4. That the Purchaser is to have the immediate act in or upon the said premises that would injure or de-	possession and use of the said premises, and he (she) is to do no epreciate the value of the same.
•	all taxes, insurance and water rents chargeable against the said gainst the same, accruing and falling due from and after these
oresents, and will deposit monthly with the Association	•
	(\$ 7.00 ) Dollars
	ely necessary annually to pay the amount of taxes, assessments and

Agreement.

Sec. 1017	
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2. The the section of the figure for the contract of the contract of the section of the contract of the figure of

- 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 proided for, or shall fail to pay when due any insurance premiums, taxes, water rents or assessments chargeable against he 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 Lean 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 Charlton R. Broach and Bossie Broach and Seal of the within... this 18th day of ..March.....

Signed, Sealed and Delivered in Presence of:

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

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DEEDS

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	-Page Three-	1.9
STATE OF SOUTH CAROLINA,	•	<b>F</b> . •
COUNTY OF Beaufort	0.0	
PERSONALLY appeared before me	ce C. Lagere	
who, on oath, says that the saw the within-named First Fe President, sign the within Sales Contract, and	deral Savings and Loan Association of Be	caufort, by Calhoun Thomas, its
tion, by said officers, seal said Contract, and, as its act and	deed, deliver the same, and thatghe with	
Law in Spiney	witnessed the execution thereof.	- 0
	grace (	@ Rogers
SWORN to before me, this	<i></i>	
day of		• •
Le le .	, A.	. !
Notaty Public for South Extrolina. (SEAL)	. 35	•
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	•	
COUNTY OF	. *	1 1
	4: 00	
PERSONALLY appeared before me	w w. standar	
and made oath that he saw the within-named.	arlton R. Broach and Bessi	e Broach
sign, scal, sud, as thoir act and deed, deliver	the within-written Sales Contract; and the	hat he with
Barine New Oleville		3
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<u> </u>	January,	Math
SWORN to before me, this 18 Ab		4
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lay of Herch 19 63		بو
Joanna S. Meleel (SPAL)		
Notary Public for South Carolina,		
		1
STATE OF SOUTH CAROLINA,		·
COUNTY OF		
1. Janes Ele. Skarden		, a Notary Public for South
V	Ressie Broach	
Carolina, do hereby certify unto all whom it may concern,	that sire.	rang a mpang <del>tan Malamaga a a sama ma</del> ng dia 1940 maganang mang dia haraway ya ping mba mping dia
the wife of the within-named Charlton R. Bree	did this d	ay appear before me, and, upon
being privately and separately examined by me, did deck		
or fear of any person or persons whomsoever, renounce,	•	
Savings and Loan Association of Beaufort, its successors of Dower of, in or to all and singular the premises with		nd also all her Right and Claim
ICT	•	. 1
GIVEN under my Hand and Seal this	Bossia Broach	rosch (SEAL)
Manual. 25		
day of March , A. D. 1963		
Jamelle Mes 19		
Notary Public for South Carolini. (SEAL)		
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STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BEAUFORT

TC

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
Clerk of the Court of Common Pleas and General
Sessions for

2

2150 200 200

### 

lt

# Know All Men by These Presents. That

KISE TOMES, 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
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, burgain, sell and release unto the said Grantees,
their Hers and Assigns, premises in
AGLLETON County, South Carolina, dscribed as follows:

ALL that ricce, parcel or lot of land, with the buildings and improvements thereon, ituate, lying and being on the south side of U. S. Highway 17 in Trase. School District, County of Colleton, State of South Carolina, cear 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.

Exiting 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 aforesal lot to Wise Homes, Inc. of Charleston and recorded in the R. M. C. ...ffice for Colleton County, State of South Carolina in Deed Bock 125, page 391, dated Februay 24, 1960.

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

TOJET: a with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

T. MAR AND TO HOLD all and singular the premises before mentioned unto the said Grantees, their Heirs, and Autgraforever.

Air the said Grantors do hereby bind themselves and theirotheirs, Executors and Administrators, to warrant and forward defend all and singular the said premises unto the said Grantees, their Heirs and Assigns, against the Ordinors and basichtsers and against every person whomsoever lawfully claiming, or to claim, the same or any pin thereof.

WITNESS Grantors Hand and Seal this 17th day of January 162

Sigual, Saled and Delivered in the presence of WISE HOMES, INC. OF CHARLESTON

BY THESS Grantors Hand (Seal)

STATE OF MORTH CAROLINA COUNTY OF COLLEGED

Personally appeared before me Patricia'd. Hybarger who on oath says that the saw the above named C. T. Horgan as Vice President and T. F. Laniar 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 Lee Topping, II, witnessed the execution thereof.

SWISN to before me this 17th day of January, 1962,

william of the African

Commission Expires:

Mary Beauty Notary Public

163

recorded

1 1

DEEDS

# STATE OF SOUTH CAROLINA,

COURT OF COMMON PLEAS

23

COUNTY OF COLLETON

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 Henry Memory 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 roal estate and decreed that the said Restry hereinafter mentioned and described be sold by

O. H. Rhodes, Master 对angeraktProbase 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; andsthanaid polygorist Probasex Structure in gradual appears and structure in the said Decree as by reference thereto on file in said Court, will appear; andsthanaid polygorist Probasex Structure in and for the County aforesaid, and the terms and for the purposes mentioned in the said Decree as by reference thereto on file in said Court, will appear; and the national probability of the county aforesaid, and the terms and for the purposes mentioned in the said Decree as by reference thereto on file in said Court, will appear; and the national probability of the county aforesaid the said Court, and the said Court of the county aforesaid the county afores

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for the sum of

Porty-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

philiperofelèndam, in

and for the County of Colleton aforesaid in consideration of the sum of Porty Six Thousand, One Hundred Thirty (\$45,130.00) Dollars, being represented by Thirtoen thousand, Three Hundred seventy-seven and 70/100 (\$13,377.70) Dollars cash, and mort-gage 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,

:nay 7- 1963

1 seaded 5.7.63

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,

particularly described as follows:

1. All that Piece, Parcel or tract of land, measuring and containing Eighty-four and one-half (842) 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.

AISO 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 Reoves, of Mrs. Cary Ferguson, and on the Tract next hereinbelow described; and on the Northwest mands 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 xty-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 Shoridan 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. Recves, 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

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238

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., 118 Successors

Xitties and assigns forever.

IN WITNESS WII.	EREOF, I, the said Judg	e of Probate in and for the	he County aforesaid, under
and by virtue of the aforesa	id Decree, have hereunto	set my hand and seal this	7th day of
May	in the year of our Lor	d nineteen hundred and	1xty-three
and in the one hundred and	eighty-seventh	year of the Independ	lence of the United States
of America.			•
Signed, Sealed and Delivere in the Presence of	d }	O. H. Rhoe	ies(L. S.)
		Seal Affixed	Judge of Probate.
B. M. Thomson, Jr			
Marguerito S. Kir	ard		

# 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

B. M. Thomson, Jr.

and that he, with Marguerite S. Kinard
witnessed the execution thereof.

SWORN to before me, this		1011	- !
day of May	19	63	}
Marguerite S. Kinard Notary Public 6		(S	

The State of South Carolina,

COUNTY OF COLLETON

Judge of Probate

TITLE TO REAL ESTATE

Filed

of

A. D. 19

and recorded in Book

Page

Fee, \$

Clerk of Court,

Colleton County, S. C.

Recorded this

in Book

Page

Fee, \$

Auditor Colleton County, S. C.

BOLETO, EYADE & COLEMELL CA., CAMLESTON, S. C. 17378-4-1-41

Book 133

25

Canadiad deed BK 147

### 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 morts.

115 353

Tiled June 7- 1963- 5-0-

For assignment see mRE Book 115. Page 353

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.

By Juliant Corporation,
Party of the first part.

President

Attest:

President

Secretary

Signed, sealed, and delivered in the presence of:

Paulin M. Lamere

Southern Coatings and Chemical Company,

By. J. J. Muce

Attest: President

Secretary

Signed, sealed, and delivered in

Dhu Sr

STATE OF SOUTH CAROLINA } SS.: COUNTY OF SUMTER

Personally appeared before me Pauline W. Lawrence, who, on oath, says that he 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 he with J.D. Zee, Je. witnessed the execution thereof.

Dankin H. Laurence

Sworn to and Subscribed before me

day-of June, 1963.

Notary Public for South Carolina (Notarial Seal)

STATE OF SOUTH CAROLINA } SS.: COUNTY OF SUMTER

Personally appeared before me Pauline W. Laurence, who, on oath, says that he 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 he with  $\mathcal{G}$ . witnessed the execution thereof.

Paulin W. Lamen

Sworn to and Subscribed before me

day of Jane, 1963.

Notary Public for South Carolina (Notarial Seal)

to the feet or second

DEEDS

Perm No. 23-BOND FOR TITLE 2 7

COUNTY OF	colleton
	KNOW ALL MEN BY THESE PRESENTS, That
•	T Tale C Beenable
-	I. Join G. Bassers.
nereinafter designated :	as the obligorheld and firmly bound unto ClaytonL. Brook
	hereinafter designated as the obligee, in the
penal sum of <b>geven</b> _	THOUSAND and 00/100 serses serses (87,000,00) DOLLARS
to be paid to the said	1 obligee, his, the introduction certain Attorneys, Executors, Administratora
Successors, or Assigns,	, to which payment well and truly to be made and done the obligor
	and every of his, her, its or their Heirs, Executors, Administrators, or Successors
jointly and severally, fir	rmly by these presents.*
Signed, Sealed,	Dated and Delivered at Walterbero, South Carolina
the.a.r	
WHEREAS, T	the obligor ha this day agreed to sell to the said obligee the following
described land in the C	County of Colleton, S. C to wit All that cortain pla
ereal.or.tract.o	of land, together with buildings and improvements thereon, situe
lying, mossuring.	and containing ten and three-tenths (10,3) acres, located on
	and containing ten and three-tenths (10,3) acres, located on cout seven (7) miles from the Town of Walterboro, and bounded eq
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11a (Over) 6-7-63

this obligation is to be void and of no effect, or else remain in full force and virtue.

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TO BE CONSIDERED A PART OF THE BOND FOR TITLE FROM ICIA C. BACCETT TO CLAYTON

L. SNOAK, EXECUTED AT WALTERBORD, SOUTH CAROLINA, ON JUNE 4, 1963.

### COMDITIONS CONTINUED:

- 1. It is further expressly understood and agreed as a pertof the consideration for this Bond for Title that the said Clayton L. Smook 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. Beggett 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. Beggett 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. Smook 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 Buly 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. Smook 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. Beggett shall be forfaited 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.

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

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THE STATE OF SOUTH CAROLINA LEASE Colleton :-County of Borrow and Material Pit 2006 6 66 12 Docket No. Road No. 349 15.343 Name the THIS AGREEMENT made and entered into this 17thay of 63 , by and between Pervis D. Breland reinafter called the lessor, owner of a certain tract of land altuated 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 So11 P1t , or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate 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 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, DECORDERING SECTION OF SUCCESSORS AND ASSIGNS OF SUCCESSORS AND ASSISTANCE AND ASSIGNS OF SUCCESSORS AND ASSISTANCE xmutaremental rents and royalties in the sum of Two hundred -----(\$ <u>200,00</u> 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 GOLALX excountsus/ciththemsherroremheted, 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 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 aren 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; Pink - District Engineer: Chief Accountant;

Witnesses as to Lessor:	s hereto have set their	hands and seals	the day and year first above written.
A. P. Smith			Name of the Control o
G. M. Garris			Pervis D. Breland
Witnesses as to State Highway Departm Saundra R. Conway		ia i par	S. C. State Highway Department
	<u> </u>	CT, I	By A. A. Muckenfuss
Linda Kay Blume		- 14.	
The State of South Carolina	X 3860 Tr		As to Lessor
County of Colleton	1 D C		<del></del>
Described to 1	N. P. Smith		and made oath that he saw th
·		ris	eal and asset and deed, execute the with witnessed the execution thereof.
Sworn to before me this 18	***************************************		withessed the execution thereon.
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Notary Public for S. C.	San C 11 20	w	18 1 18 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
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Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgages. If there is no mortgage on property write "none", if this lease is not recorded write "not recorded" in space above.

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THE STATE OF SOUTH CAROLINA )

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June, 1963, by and between Winston C. Pearcy, English B. Pearcy, and Arthur B. Brown, Sr., Trustees, First Party, (hereinsfter called "LESSORS") grand Take Walterboro Auto Parts Inc., Second Party, (hereinsfter called "LESSORS").

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 8. C. Highway No. 64; on the South one hundred two (102) feet by a fifteen (15) foot drivoway 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. 10 1832

The LESSOR hereby grants to the LESSER the right to use the the fifteen (15) foot driversy 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 For the completion of a building which is to be constructed by the LESSORS, we take the said dwolling shall be constructed according to the attached specific Sections.

to the LESSEE and munical 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;

FROVIDED, 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 escrew upon the execution of this lease with the cushier 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

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- 3. Premises shall be used for any legal business purpose, the involve glock pay whose when any recommendation of the state of the pulling of
- 4. LESSEE will not make or suffer any unlawful or offensive use for gap, almost carry, back, tight, head or possible to gap, and a life head of the premises, or any use or occupancy thereof contrary to any law of the interest contrary to any law of the interest carries.

state or any ordinance of the city now or subsequently herato made.

- 5. LESSEE shall keep in good order and repair all glass, including the class keeping as the control of the building, and, also heating, sprinkler, water and electric fixtures in the leased premises, ordinary wear and tear excepted. LESSES shall be responsible for maintaining in good order the roof, in the control of the
- 6. LESSEE shall be liable to and shall hold LESSOR harmless in respect to damage or injury to LESSEE or its employees or anyone class while on said premises if due to act of negligence of LESSEE.
- 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 consult time in effect. LESSEE shall be responsible for performance of the covenants of this lease, notwithstanding any assignment or subletting. LESSEE shall pay any increased insurence caused by occupancy under any assignment or subletting.
- 8. If premises are totally destroyed (or so substantially demaged as to be untenentable) by storm, fire, carthquake or other casualty, this lesse shall terminate as of the date of such destruction or demage, and rental shall be accounted for as between LESSOR and LESSEE as of that date. If premises are demaged but not rendered wholly untenentable and the demage can be fully repaired in ninety (90) days, rental shall abate in proportion as the premises have been demaged and LESSOR shall restore within said time limit, whereupon rent in full shall re-commonce. Should the LESSOR fail or refuse to fully repair the premises within said ninety (90) days, LESSEE may terminate this lesse agreement.
- 9. LESSEE may, prior to the expiration of this lesse or any renewal thereof, remove all fixtures and equipment which it has placed in premises.

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10. LERRER shall pay water rent for the said promises and all bills for, gas, electricity, fuel, light, best or power for premises or used by LESSER in connection therewigh, a word in this tense whell in a the First Parky and heigh re. 11. IESSOR may at all resomable times enter to view the promises. to make rapairs or show promises to persons who may wish to lease or buy the aragri-usa kino ownestasa bindalih sada okultal linda bus troposa. Micks Spoil 12. mil LESSEE defaults for ton days after notice by registered mail in paying said rent or if the LESSEE shall be declared benkrupt or insolvent according to law, or shall make an assignment for the benefit of its creditors then and in much case the IESSOR lawfully may immediately, or at any time ther after, and without notice or demend, enter into and upon the demised promises, 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 memor of traspass, 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,  $\phi_1, \phi_2, \phi_3, \phi_4, \phi_7, \phi_8$ 

- 13. LESSOR covenants and warrants that the LESSOR has the full right and lawful authority to enter into this lease for the full term sforesaid 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 later later later 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 LESSOE'S acquiescence and without any distinct agreement of parties, LESSEE shall be a tenant at will, and there shall be no renowal of this lease by operation of law.



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- 19. At the termination of this lease, LESSER 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 promises; "LESSEE," if this lease shall be validly assigned or sublet, shall include their successors and shall include also LESSEE'S assigneds and sub-leasees. "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 ronew 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 (10) days prior to the expiration of this lease.

IN WITHERS 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	English B. Pearcy
	LESSEE: WALTERBORO AUTO PARTS, INC.
WITNESS:	By Aline M. Williams, Vice Pres.
I. A. Smoak, Jr.	_

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LESSES: WAINTERBORG AUTO PARTS, INC.

By Aline M. Willians, Pice Pres

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, percel or lot of land, together with the buildings and improvements thereon, situate, lying and being about one-half (1) mile south of the Town of Walterbore, 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 Pederal 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 & assignment

See Book 133 Page 36.

For agreement & assignment

Book 146, Page 502

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	(\$.4,600.00 Dollar	
to be paid in the	manner following: The sum of Five Hundred and No/100	
	d (the receipt thereof being acknowledged by the Association). Upon the payment unto said Association	
of the further sur	n of Four Thousand One Hundred and No/100	
	(\$4,100.00) Dollar	
with interest from	m date at the rate of six (6%) per cent per annum, until paid in full; subject to the recitals hereinafted Association covenants and agrees, and binds itself and its successors and assigns, to convey the above	
·-	operty unto the said Donald B. Barron and Elsia T. Barron, their	
(his) (her) (the	eir) heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simp om encumbrances. The said principal and interest shall be payable at the offices of said Association, N	
920 Bay Street,	Beaufort, South Carolina, in monthly installments of Thirty-four and No/100	
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ance as shall from hereof, with into payment to that	Sale, computed monthly. Second, to the payment by the Association of such taxes, assessments, or insum time to time become due on the property pledged to secure this Contract of Sale during the term test thereon at the rate of six (6%) per cent per annum. Third, the balance of the said amount to the extent as a credit as of that date on the principal of this obligation. Said payments to continue until the erest, taxes and insurance, with interest as herein provided, are paid in full.	
the Association w	vill deliver, or cause to be delivered, to the Purchaser a Deed in fee to the said premises, free and clear of except such as are herein assumed by the Purchaser, and the Purchaser shall, upon the execution and the Purchaser shall upon the execution and the e	
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7. That the premises are bought and sold in their present state of repair. As an additional consideration for this (greement, 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 bereinabove 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 landford. 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 35th day of July . ..... 196 3 ., and witness the Hand and Seal of the within Donald B. Barron and Elsie T. Barron 22 day of July 1963

Signed, Sealed and Delivered in Presence of:

FIRST FEDERAL SAVINGS AND LOAN

ATTEST:

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DEEDS

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	-Page MIGGE 4-	3.6F
STATE OF SOUTH CAROLINA, COUNTY OF BEAUFORT		. > 1 • 1
PERSONALLY appeared before me	Svlvia E. Killian	•
who, on oath, says that She saw the within-named First E	ederal Savings and Loan Association of I	leaufort, by Calhoun Thomas, i
President, sign the within Sales Contract, and School	And The Asset Land Land	the same, and the said Corpora
tion, by said officers, seal said Contract, and, as its act and	deed, deliver the same, and thatghe with	
R. Enmett Gahagan		
	<b>A</b> * 43	
	Lylina	Exellia
SWORN to before me, this25th		No. of the second
day of July 1963		
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Bennett Jakeya (SEAL) Notary Public for South Carolina		
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NEW YORK	<del></del>	
STATE OF EXPERIONAL	3 j	
COUNTY OF ALBANY	The second second	
PERSONALLY appeared before me	ONN A WOOD	
and made oath that he saw the within-named Donald sign, seal, and, as their act and deed, deliver	the within-written Sales Contract; and	that he with
sign, scal, and, as their act and deed, deliver	the within-written Sales Contract; and	that he with
sign, seal, and, as their act and deed, deliver	the within-written Sales Contract; and	that he with
sign, scal, and, as their act and deed, deliver  JEAN BEATE  SiWORN to before me, this 20 44  day of July 1963	the within-written Sales Contract; and	that he with
sign, seal, and, as their act and deed, deliver	the within-written Sales Contract; and	that he with
Sign, seal, and, as their act and deed, deliver  JEAN BEATZ  ConvORN to before me, this  day of July 1963  Motary Public for South Conding.  Notary Public for South Conding.  NEW YORK  STATE OF BERGOXXXXXXXXXX	the within-written Sales Contract; and witnessed the execution thereof.  A	that he with
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Sign, seal, and, as their act and deed, deliver  JEAN BEATE  SWORN to before me, this 20 1963  July 1963  New YORK STATE OF MENGENERALY  I. JAMES C. ST.  One of the within-named Donald B. Barro being privately and separately examined by me, did dechor fear of any person or persons whomsoever, renounce, Savings and Loan Association of Beaufort, its successors	MAIES C. STRANEY  Motery Public in the State of New York  Appointed in Alberty County  Recommission Expires March 30, 18 ft  that Mrs. Bleie T. Berron  are that she does freely, voluntarily, and release and forever relinquish unto it and assigns, all her interest and estate, a in mentioned and released.	lay appear before me, and, upon without any compulsion, dreshe within-named Pirst Federand also all her Right and Claim
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NEW YORK STATE OF EXECUTATION  I. JAMES  COUNTY OF ALBANY  I. JAMES  Long to hereby certify unto all whom it may concern, the wife of the within-named being privately and separately examined by me, did deck or fear of any person or persons whomsoever, renounce, Savings and Loan Association of Beaufort, its successors of Dower of, in or to all and singular the premises within GIVEN under my Hand and Seal this  2016  1. James S. Jame	MAIES C. STRANEY  Motery Public in the State of New York  Appointed in Alberty County  Recommission Expires March 30, 18 ft  that Mrs. Bleie T. Berron  are that she does freely, voluntarily, and release and forever relinquish unto it and assigns, all her interest and estate, a in mentioned and released.	lay appear before me, and, upo without any compulsion, dreate within-named Pirst Federa
Sign, scal, and, as their act and deed, deliver  JEAN BEATE  BEATE  BEATE  AND BEATE  AND BEATE  AND BEATE  AND BEATE  AND BEATE  Notary Fublic for sealing and sealing and sealing and separately examined by me, did dechor fear of any person or persons whomsoever, renounce, Savings and Loan Association of Beaufort, its successors of Dower of, in or to all and singular the premises within GIVEN under my Hand and Scal this 22 Medical Control of the sealing privately and separately examined by me, did dechor fear of any person or persons whomsoever, renounce, Savings and Loan Association of Beaufort, its successors of Dower of, in or to all and singular the premises within GIVEN under my Hand and Scal this 22 Medical Control of the sealing seal this 22 Medical Control of the sealing seal this 22 Medical Control of the sealing seal this 22 Medical Control of the sealing	witnessed the execution thereof.  Whites C. STRANEY  Motery Public in the Blate of New York  Appointed in Alberty County  By Commission Express March 30, 18 f.  that Mrs. Elsie T. Berron  are that she does freely, voluntarily, and  prelease and forever reliquish unto the and assigns, all her interest and estate, a in mentioned and released.  Elsie T. Berron	lay appear before me, and, upon without any compulsion, dreshe within-manned Pirat Federand also all her Right and Claim

CONTRACT OF SALE

2-268-LB (4-82) Printed in U.S.A.

## LEASE

BX JAKW

THIS IS A LEASE, dated January 30 . 1963 , between

KING PETROLEUS COMPANY INC.

(n 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

month shall be prorated.

, County of Colleton

, State of South Carolina

All that cortain piece, parcel, or let 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 Constina, and measuring and bounded as follows:
On the Borth east by lands of Lula Boddon, by lands of R. H. Strickland, by lands of B. H. Ramsey, andby lands of B. H. Padgett, and measuring thereon in a broken line Three Bundred Thirty-eight (338') fort; on the Southeast by a dirch separating this lot from lands of H. D. Padgett, and measuring thereon One Bundred Thirty-seven (137') feet; on the Southeast by lands of J. F.
Cusmings, Sr., and measuring thereon Three Bundred Sixty-eight and five-tenths (353.5') Tent; and on the Northwest by U. S. Highway No. 21, and measuring thereon One Bundred Sixteen (116') feet; as reference to a plat thereof, prepared by G. E. Hiley, Jr., Registeredland Surveyor, of date June 27, 1963, will more fully show.

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, and the day.

(120+b ) full calendar month after such date of completion of construction

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

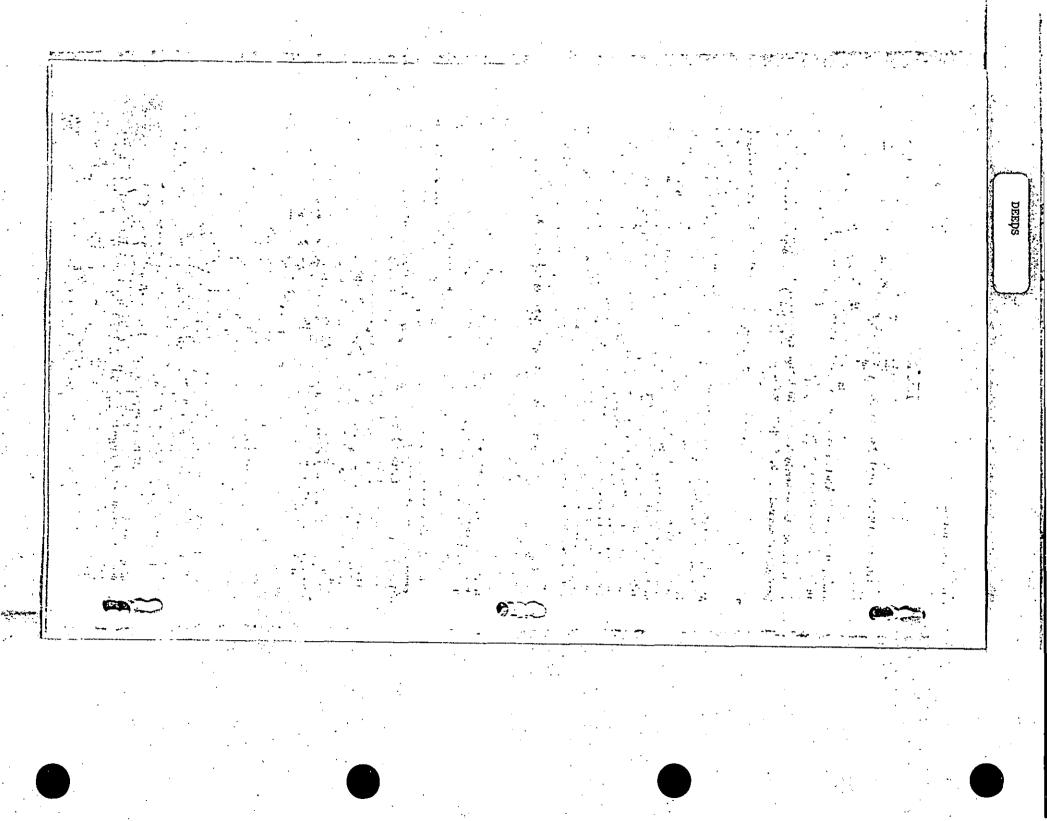
five (5) years(s) each, on the same covenants and conditions as herein provided, any one or more of which options Shell may exercise by giving Lessor notice at least forty-five (45) days prior to the expiration of the primary term or the then-current extension period, as the case may be. If Shell does 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 TwentyFour & 90/100 Dollars (\$ 124.90 ), by check to the order of King Patroleum
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

4. CONSTRUCTION. Lessor shall, at Lessor's expense: (a) obtain from the proper public authorities all licenses and permits necessary to authorize computation and operation on the premises of an automobile service station (including removal of existing structures, if required), as here-inafter 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 Thaisand & OCY100)

Dollars (\$ 10,000,00 ), in a good and workmanlike manner satisfactory

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



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 Lesso 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 promises are in Shell's possession, with the construction completed and the licenses and permits in effect as provided herein

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- 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 billhoards) 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—HENS. 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 he subregated 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 promises 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 abute 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 thereatir 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.

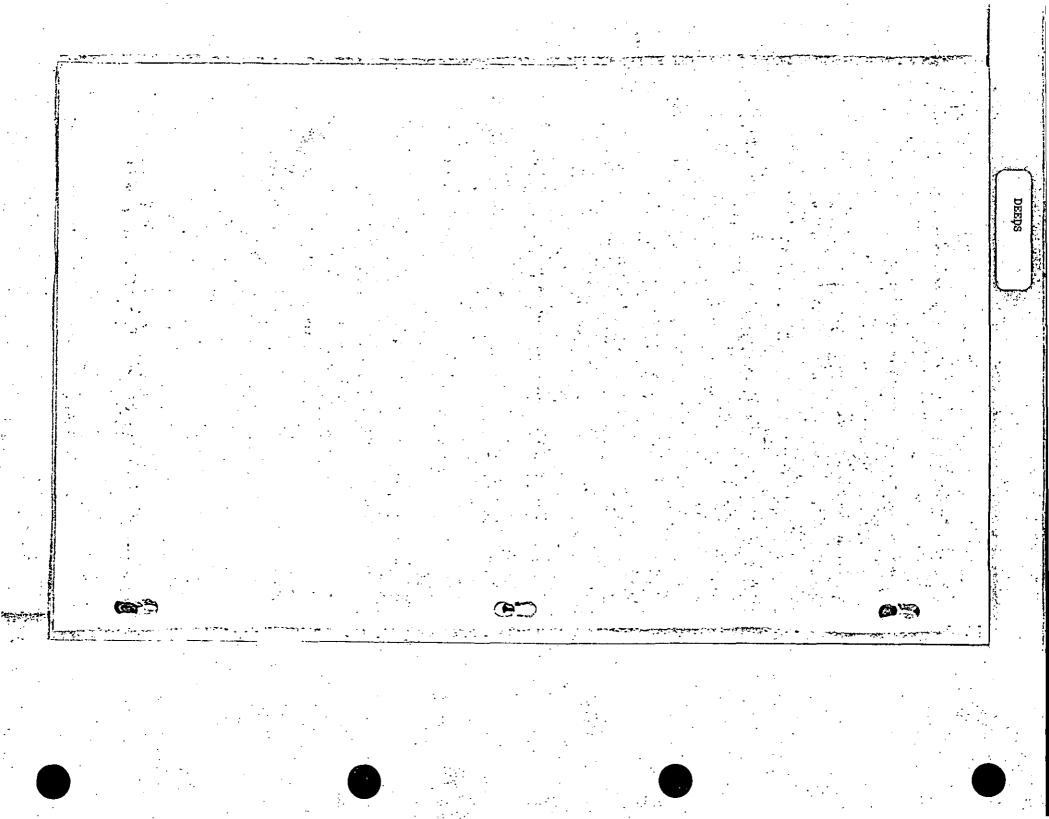
9. PURCHASE OFFICH. At any time during the primary term, any extension period or any-ten-

ancy after either; Shell-shall have the option to purchase the premises for the sum of

Dollars (3 ), on the terms provided

: In article 11, which option Shall 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, encombrances, restrictions and other defects. Upon receipt from Shell of the parchase 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 neceptable, Escrow Agent shall return the deed to Lessor; and this Lesso 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 attorne; 's opinion, or a little 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. IEASE 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 tessee 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 Tease, Lessor shall give Shell motice 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 affidayit 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 mon the other covenants and conditions specified in so between which option Shell may/exercise by giving



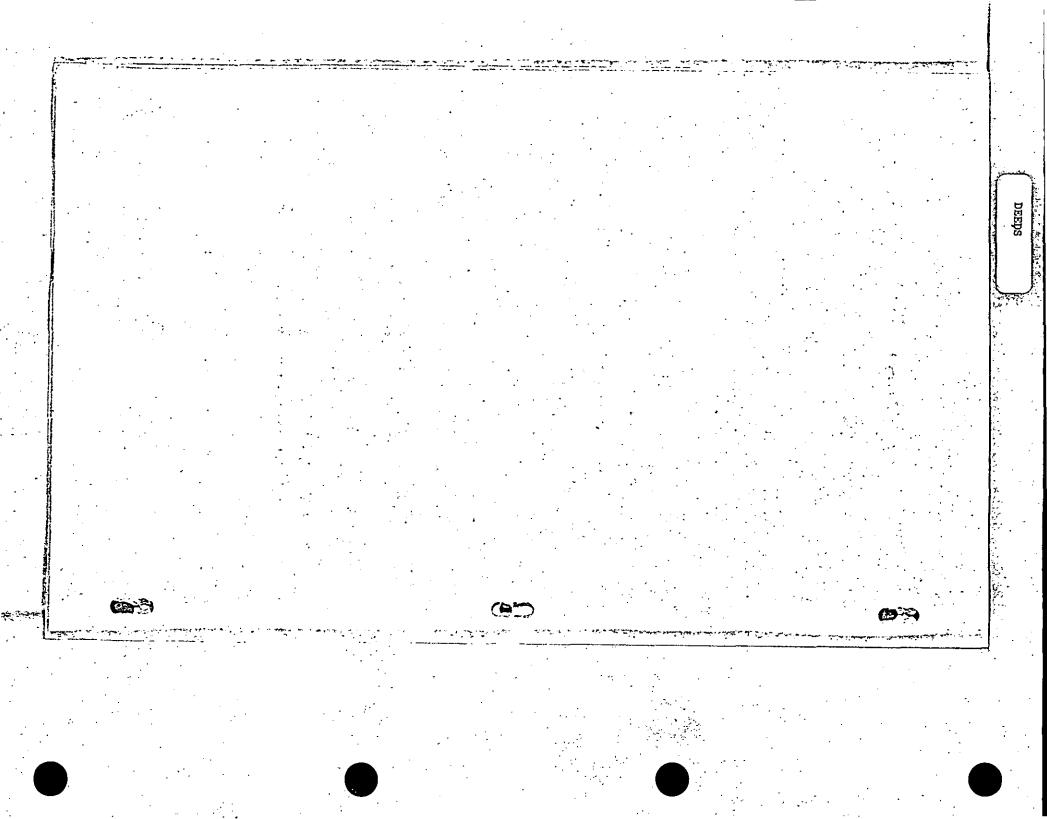
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Lessor notice within thirty (30) days after Shell's receipt of Lessor's notice of the oner; and promptly upon Shell's submission to Lessor of a written lesse providing such the lessor of a written lesse providing such the lessor of a written lesse providing such the lessor of the continuous and conditions, Lessor shill execute the sortine to exercise its option under this article shaut not affect this Lesse or the control 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 act 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 provented 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 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 overnitted 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 real 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 real thereafter accruing until Shell is furnished proof satisfactory to it as to the party entitled thereto.
- 17. NOTICES. Notices bereunder 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 absuch 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 here	
Witnesses to execution by Lessor:	KING PETROLEIM COMPANY, INC.
pour stille	W. Sum Winduley (Sent)
C. B. Kin	DONALD KING, Vice-Prooidont (Soul)
Witnesses to execution by Shell:	(/
1 PROCEEDED	SHELL O'L COMPANY



4

41

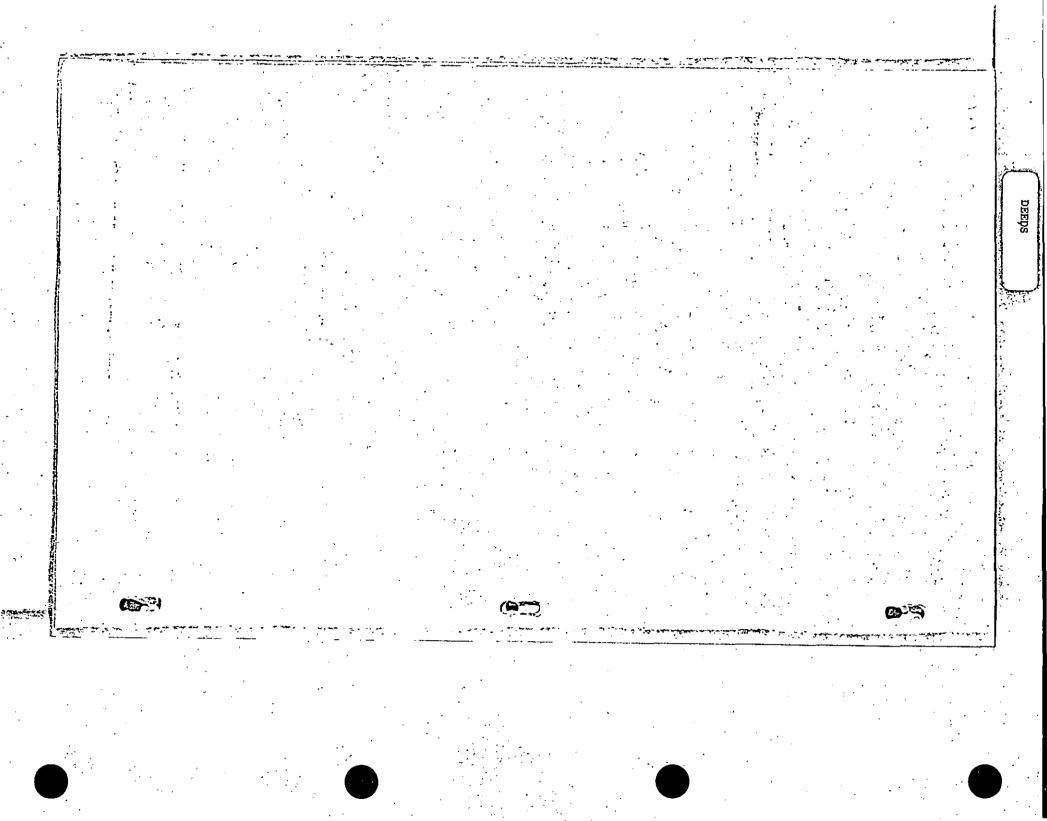
# **EXHIBIT A**

(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 11 HP Air Compressor, 1 Lift, and
- $2 = 2 s \Omega \cdot O \cdot U_s G_s$  Tanks

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



STATE OF SOUTH CAROLINA COUNTY OF - COLLETON

Personally appeared before me J. D. MC KIBBEN sworn, says that he saw W. BIMCE WIMBERLEY KING PETROLEUM COMPANY, INC. . a corporation chartered under the laws of the State of South Carolina , sign, seel with its corporate seel, and as the act and deed of said corporation delivered the within instrument, and that he

with A. H. HIERS

, witnessed the execution

Sworn to before me this 30 day of Marcahy, 1963

My Commission expires:

thereof.

At the pleasure of the Governor

STATE OF GEORGIA COUNTY OF PULTON

Personally appeared before me

W. R. TURK, JR.

, who, being duly

C. L. TOWNERS sworn, says that he saw

, se Division Manager

SHELL OIL COMPANY

, a corporat on chartered under the laws of the State

of Delaware , sign, seal whole the state of said corporation delivered the within instrument, and that he

thereof.

R. F. Webster

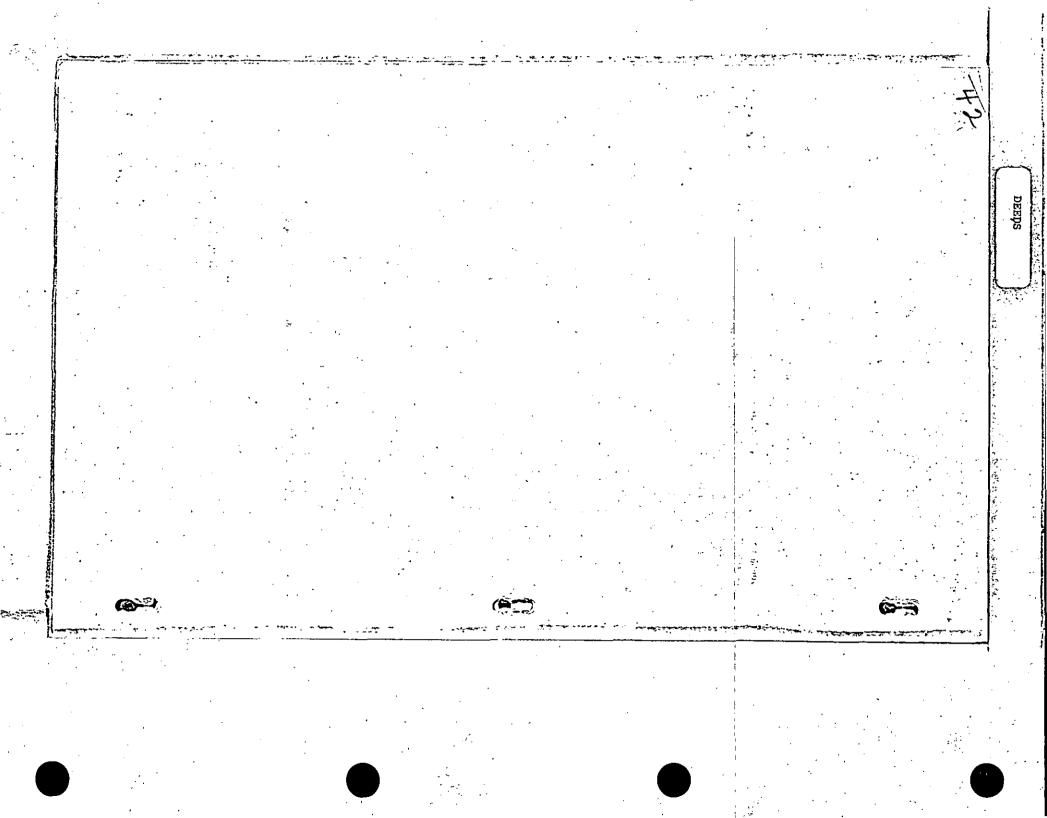
Sworn to before me this is tay of

My Commission expires:

Bot as Public, Georgia, State of Lorge My Commission Center April 4, 1962

Mary T. Adams

Seal affixed

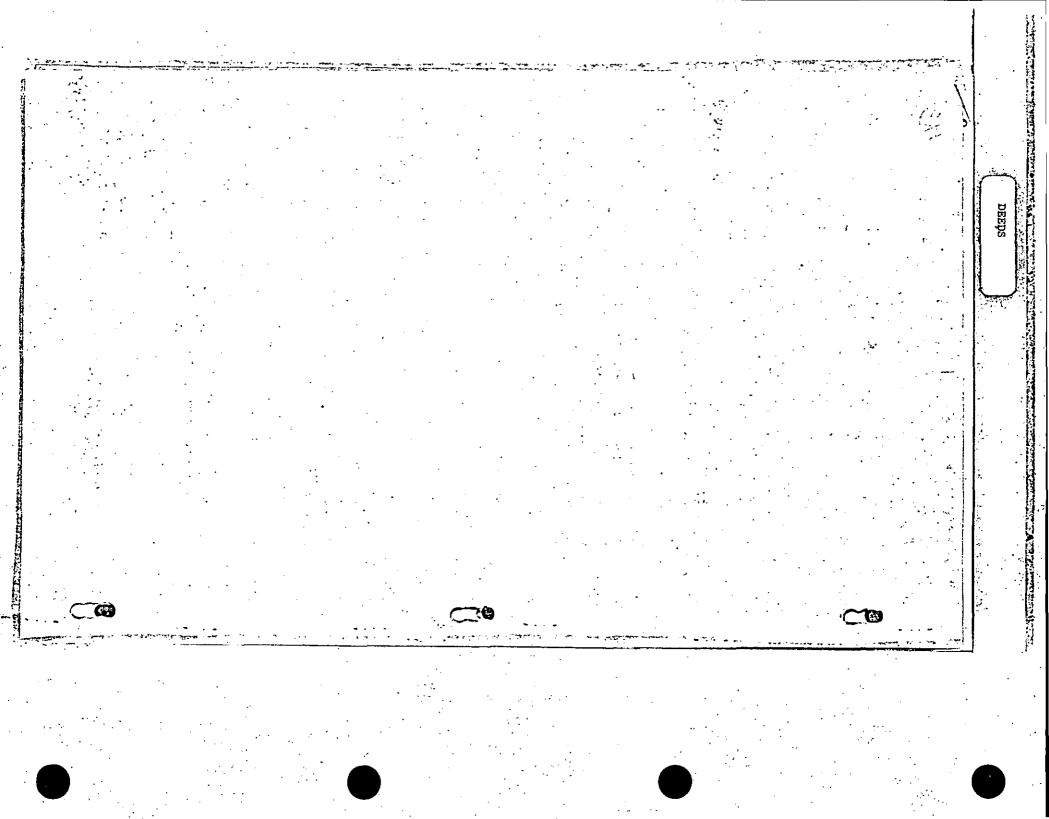


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43

AGREEMENT SUPPLEMENTING LEASE
THIS IS AN AGREEMENT, dated July 29 . 1963 , between King Petroleum Company, Inc.
in Walterboro, South Carolina
(herein called "Lessor", whether one or more), and SHELL OIL COMPANY, a Delaware corpora
tion with offices at 2000 Fulton National Bank Building in Atlanta, Georgi (herein called "Shell"), supplementing the Lause between Lessor and Shell dated January 30 . 1963 , of premises situated at U. S. Highway No. 21
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;
5.
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 Lense began on the lat 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 Lense).
3. Rent commenced to accrue under the Lease on the lat day of August , 1964 .
4. The Lense, 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: KING PETROLEUM COMPANY, INC.
- the Whomes I W. Some Whitele on
Caucal Steeler (Seal)  J. Donald King, Vica-Prosident  (Seal)
Witnesses to execution by Shell:
SHELL OIL COMPANY
Sales Manager

Recorded August 5, 1963 2 P. M.



· 中国特殊的。

STATE OF SOUTH CAROLINA COUNTY OF COLLETON

Personally appeared before me Janeal Steltzer sworn, says that he saw W. Bruce Wimberley 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 deed of said corporation delivered the within instrument, and that he with Thomas M. Howell, JR, witnessed the execution

Sworn to before me this 5th day of August

My Commission expires:

FULTON COUNTY OF

sworn, mays that he saw C. W. McDowell

Shell Oil Company

R. F. Webster

Sworn to before me this 29 TH day of July

Notary Rublic, Georgia State et Large

Commission Empires Sort, 10, 1946

; *8*74.

(Revised 2/57) A-421

Page 1 of 2 pages.

### ASSIGNMENT OF RENT

, 19 63 , January day of 3Oth THIS ASSIGNMENT, made this , residing at between KING PETROLEUM COMPANY, INC. , in Walterboro, S. C. after 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:

Ruffin

in'

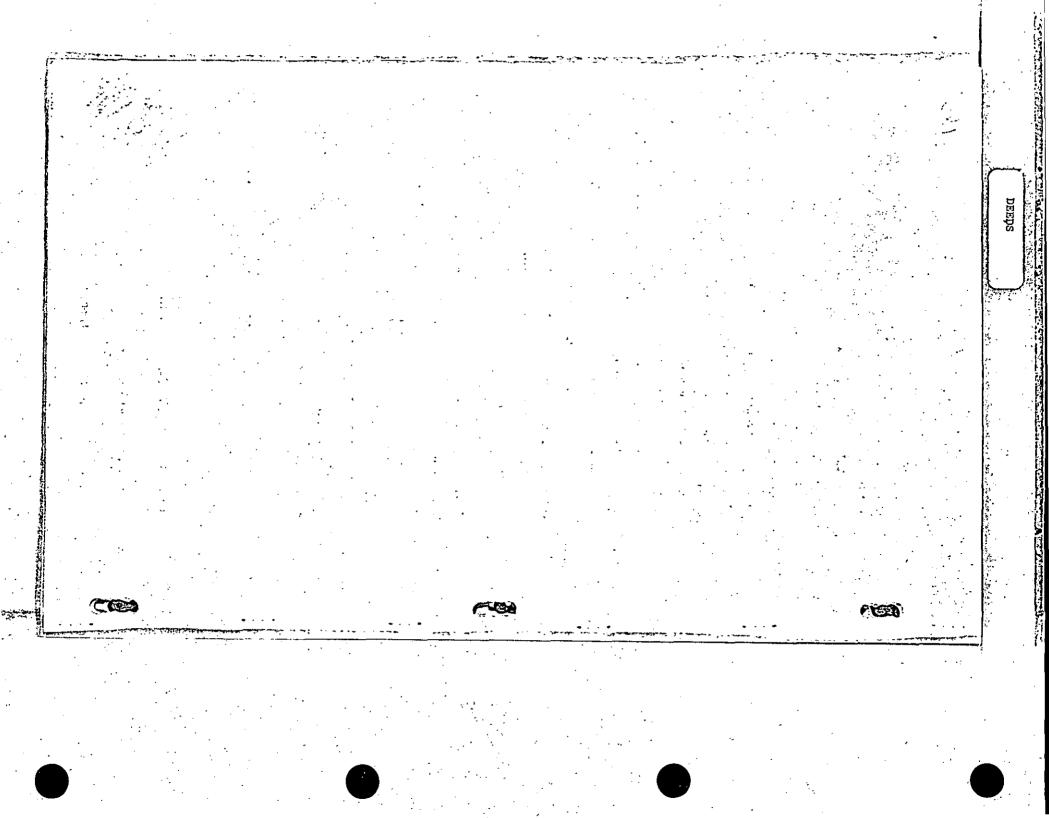
THAT, in consideration and to secure the payment of a certain promiseory note of even date herewith, payable by Assignor (and another or others) to the order of Shell, in the principal sum of Ten Thousand & 00/100

Dollars (\$ 10,000.00 ), with interest at the rate of per cent (4-3/4 \$) per annum, in equal Four & three-fourth One Hursired Twenty monthly installments over a period of ( 120 ) months, Assignor hereby assigns, transfers and sets over to Shell the Dollars num of this Hundred Four & 90/100 (\$ 104.90 ), out of each monthly rent due and to become due order a certain 19 63 lease by Assignor to Shell, dated January 30 U. S. Highway No. 21 following described premises, situated at State of County of Colleton

All that certain piece, parcel, or lot of land, together with the buildings and improvements thereon, situate, lying and being in the lown of Ruffin, in the County of colleton, State of South Carolina, and measuring and bounded as follows: On the Borth east by lands of bula Budgen, by lands of R. H. Strickland, by lands of H. H. Pamsey, andby lands or B. Padeett, and measuring thereon in a broken line Three Hundred Thirty-eight (3 mt) (est; on the Southeast by a ditch separating this lot from Lands of H. p. Padrett, and measuring thereon One Hundred Buirty-neven (137) feet; on the touthwest by lands of J. f. Cummings, Sr., and measuring thereon Three Bundled Sixty-eight and five-tenths (368.5') feet; and on the Northwest by U. S. Highway No. 21, and measuring thereon the Hundred Sixteen (116') feet; as reterence to a plat thereof, prepared by G. E. Hiley, Jr., Registerediend Surveyor, of date June 22, 1963, will more fully allow.

> Recorded August 5, 1963 3 P. M.

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



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A-421

Page 2 of 2 pages.

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 indebtodness 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 indebtodness 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.

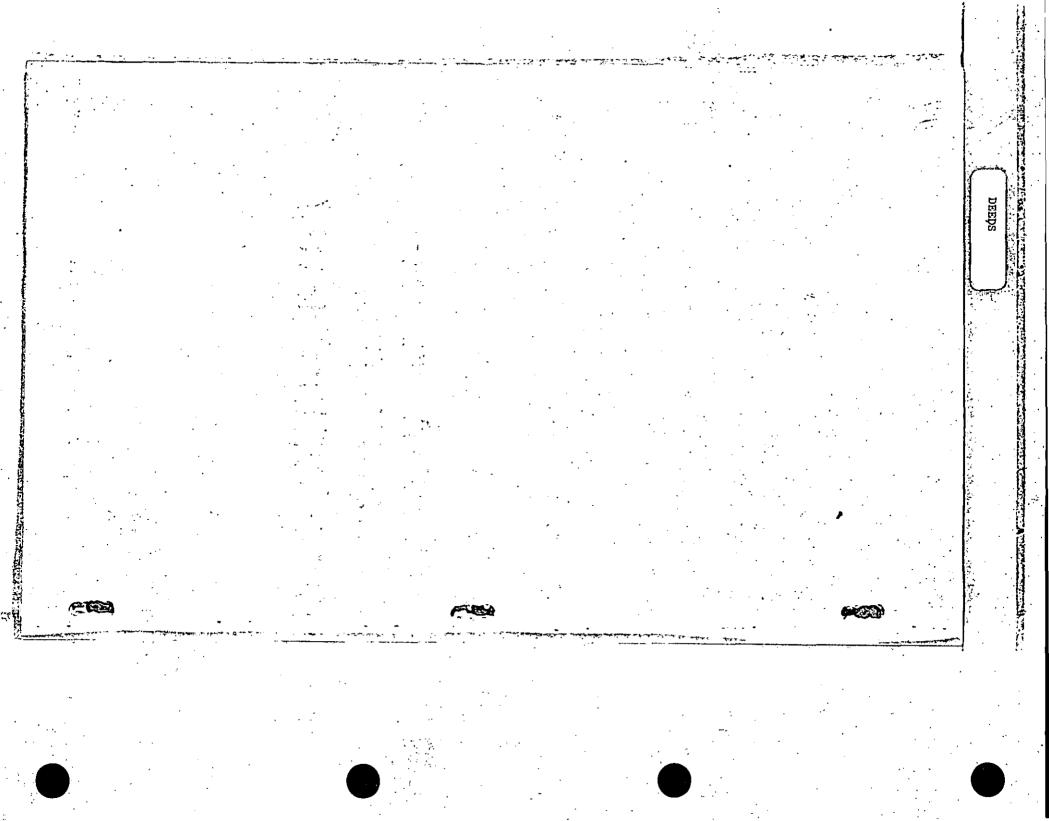
This Assignment is subject to all of the terms and conditions of said lease, including, without limitation, Shell's rights thereunder to abatement or withholding of rents; shall be binding upon the heirs, administrators, executors, successors and assigns of Assignor; and shall inure to the benefit of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

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

	KING PERKULEUM COMPANY, INC.
WITNESSES:	W. Some Winduly (SEAL
for Allen	W. BRIXE WIMBERLEY, President (SRAL)
as die	(SKAL)
	(GRAL)
	(SEAL)

. 2 .

(APPEND ACKNOWLEDGMENT)



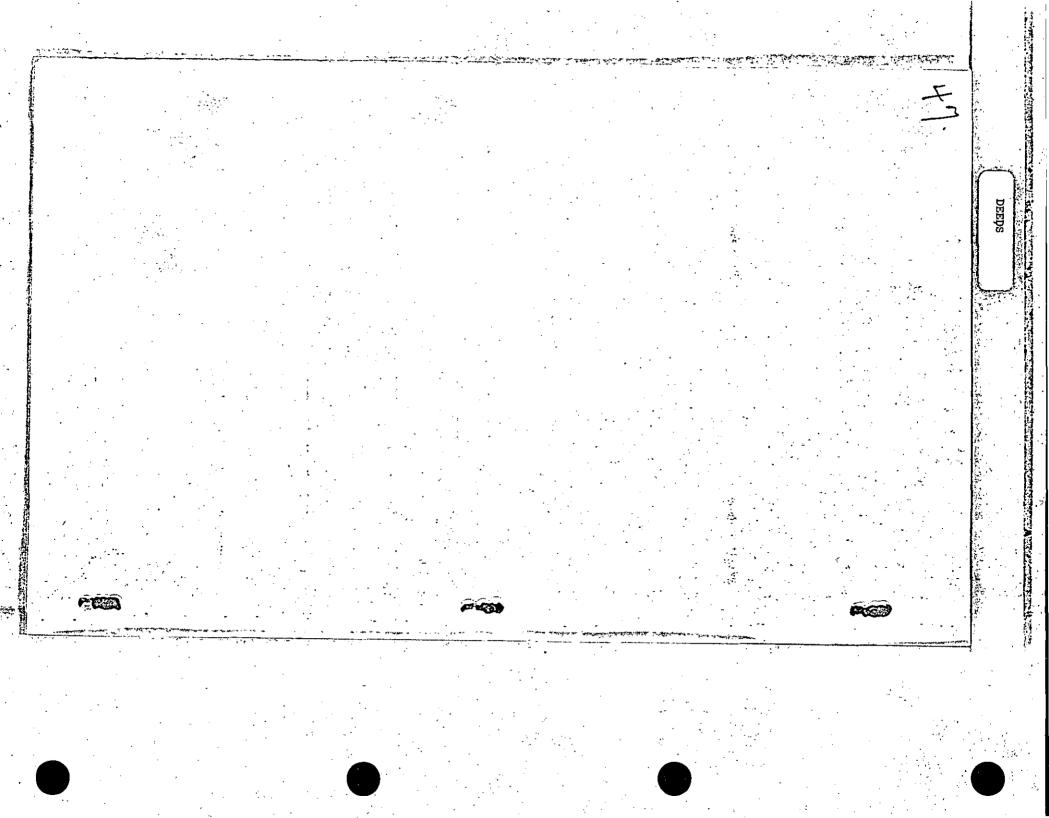
STATE OF SOUTH CAROLINA COLLETON COUNTY OF

Personally appeared before me J. D. MC KIBBHN sworn, says that he saw W. BRUCE WIMBERLEY , as President KING PETROLEUM COMPANY, INC. , a corporation chartered under the laws of the State or South Carolina , sign, seal with its corporate seal, and as the aut and deed of said corporation delivered the within instrument, and that he with A. B. HIBRS thereof,

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

My Commission expires:

At the pleasure of the Governor



## AUTOMOTIVE GASOLINE AGREEMENT

48

STATE OF SOUTH CAROLINA COUNTY OF Colleton

KNOW ALL HEN 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. Brathen

, 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

WITNESSETH

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

John Dame Fagetter

0021 VIZ 00M 0.4MIIOM

Sales Manager

Signed and Sealed in the presence of:

Surand C Vivels

y fan 7 Dealer

Dealer

8-15-63

PARITORNO INCOR SO DEVES

SECRETA DE

There, subject to the terms

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DEEDS

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d	
U	STATE OF SOUTH CAROLINA
	COUNTY OF RICHLAND
	Personally appeared before meW. C. Pengford
1	and made oath that he saw R. B. Bennett, Jr. , Area Sales .
;	Manager for Gulf Oil Corporation, sign, seal and deliver within
i.	instrument on behalf of said Corporation, and that he, deponent,
	together with John David Engerton, Jr. , witnessed the
	execution and delivery thereof as the act and deed of the said
$\cup$	Gulf Oil Corporation.
	Sworn to beforfe me this NTK
	$\frac{1}{\sqrt{3}}$
	and the first of the state of t
	Notary Public
	My Commission Expires:  My Commission Expires at the
	My Commission Expired.
e c	
Ŷ	STATE OF SOUTH CAROLINA
Į	COUNTY OF COLLETON
-	Personally appeared before me RICHARD C. POWELL.
N.	\
	and made oath that he saw John F. BRASHAM
O	
	sign, seal and deliver the within instrument for the uses and pur-
	poses therein mentioned, and that he with J.E. Bobie.
r	in the presence of each other, witnessed the due execution thereof.
	Sworn to before me this or
	day of
	Rochard (1 Kney
	100di
	Notary Public My Complesion Expires:
	My Commission Expires at the
	Pleasure of the Governor.

TREATHER LEW LOW . ; ; ; ; ; Tradition field ed sees the phincipal missest conce First to outs condited but form in Jo Switzer ; sal of the load dead as decembered and Contract a figure and the state of the state execution and delivery trems; the ed fand office of he TANZE OF CORPS CVBCTLA Coff Off Commonstion. Title Still Dit יינו פלווסיניתל כל מיינית in the presence of Charles of the Cap an etropo

DEEDS

ATTIONAL BINGS TO STATE 30 245-650

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with ad told Mose Span bus

South Carolina State Highway Departmen Form No. 2090 Rev. 11/30/61 All and the second states " Nº 3.11455 ... E STATE OF SOUTH CAROLINA LRASE Colleton B or Sat Borrow and Material Pit 1. - 4 (P. 1.1.) - Road No. 330, 345, 135, & 356 15.344 Docket No. Route No. THIS AGREEMENT made and entered into this 3rdiay of September , by and between Maude G. Herndon Colleton hereinafter called the lessor, owner of a certain tract of land situated in 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 aid 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 feet, consisting of 0.962 acres, more or less, situated on land owned by the leasor, 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 September 3, 1964 until 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, harmanical managements and assigns and assigns and assigns and assigns are successors and assigns as a successor and assigns and assigns are successors are successors are successors and assigns are successors are successors and assigns are successors and assigns are successors and assigns are successors are successors are successors and assigns are successors are successors are successors are successors and assigns are successors are successors are successors are successors are successors are successors and assigns are successors are succ the incommended 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. 60 The above payments of rents and royalties to be accounted for and made within reproductive new forth productions; 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. N. 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; Pink - District Engineer;

Yellow

Chief Accountant:

IN WITNESS WHEREOF the parties hereto have set their hands and itnesses as to Lessor:	seals the day and year first above written.
	ta di
A. P. Smith	Maude G. Herndon
Shirley A. Linder	Lessor.
Itnesses as to State Highway Department:	S. C. State Highway Department
Linda Kay Blume	A. A. Muckenfuss
Mary Evelena Stroble	By A. A. Muckelli add
se State of South Carolina	
ounty of Colleton	As to Lessor
Personally appeared before me A. P. Smith	and made oath that he saw th
	sign, seal and as hor act and deed, execute the with
written instrument; and that he with Shirley A. Linde	- · · · · · · · · · · · · · · · · · · ·
worn to before me this 3rd	
y of September , 1963	A. P. Smith
Norman A. Padgett	
Notary Public for S. C.	escation of the first
ne State of South Carolina	As to the tour Bereits and
unty of Charleston	As to Highway Department
Personally appeared before me Linda Kay Blume	and made oath that he saw th
thin named A. A. Muckenfuss	sign, seal and as his act and deed, executethe with
written instrument; and that B he with Mary E. Stroble	witnessed the execution thereof.
vorn to before me this 9th	<del></del>
y of September , 19 63	Linda Kay Blume
Julius W. Thiete - seal affixed	
, township expires at the pleasure of the	e Governor.
te State of South Carolina	3 - 3 - 4 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5
NO MORTGAGE	Mortgage Release
runty of	• • • • • • • • • • • • • • • • • • • •
KNOW ALL MEN BY THESE PRESENTS, That I (we)	
for certain valuable consideration release from the lein and operation of t for top soil, earth, gravel, sand, stone, or other similar material, grante	
all be free and unaffected by said mortgage. Said mortgage being given	- · · · · · · · · · · · · · · · · · · ·
• • • • • • • • • • • • • • • • • • • •	in Mortgage Book at Page in office of the
ork of Court or RMC of County.	
WITNESS our hand and seal this day of , 196	The second of the second section is a second of the second
the presence of:	Theory of the control of the control of
4.0	
	in the first of the second of
RECORDED	Part of the state
I hereby certify that the within lease was filed for record in my office a	t Moclock on the day
· · · · · · · · · · · · · · · · · · ·	he proper indexes and duly recorded in Book
Deeds, page	· · · · · · · · · · · · · · · · · · ·
erk of Court of Common Pleas and General Sessions for	County, S. C.
Mark the Grade acer policies and	1
	the contract of the contract o
	ં ફોર્ટર લોકોએક એએએ મીં કે કોર્ટીમાં હતી. ફોર્સ કોર્ટિફોર્સ

South Carolina State Highway Department Form No. 2000 Rev. 11/30/61 52

Nº 1145

THE STATE OF SOUTH CAROLINA

LEASE
Borrow and Material Pit

	15.344	Route No.		Road No. 330	
THIS AGRE	EMENT made and entere	ed into this 3rdday of S	eptember	. 19 63	by and between
	P.W.	Herndon			
hereinafter calle		certain tract of land situated	in_ Colleto	י מי	County, State
South Carolina,	and the South Carolina S	State Highway Department,	hereinafter called the	Highway Department	L
. WITNESSET	That the lesson for a	nd in consideration of the re	nte Fovalties covensor	ts and agreements he	reinefter reserv
		by the Highway Departmen			
		love, by itself, its employees			
Clay		al from a borrow or materi			
depth of 4	feet, consisting of .415	acres, more or less, situated	on land owned by the	e lessor, described as	follows:
Sand Clay	Pit located in	uncultivated fi	eld 38260' Rt	. Sta. 0/00,	Road 33
	y lands of Maud the Northwest.	le G. Herndon on	the Southeast	and other l	ands of
Tessor On	CITO MOLCHMODE.	1		• • •	,
Together with a	temporary right of way i	for access to such pit or pit	over a haul road or	roads over the lands	of the lessor,
follows:	use existing	road	•		<del>)</del>
		•	**		
TO HAVE	AND TO HOLD the sa September 3, 1	id right to remove such m 1964	aterial, from said pit o	or pits, and the right	of access then
<u> </u>	•				· • •
And in con-	ilderation thereof, the Hi	ghway Department hereby o	ovenants and agrees to	pay the said lessor, b	ds (her, its, the
		sesigns, for such rights,			
	rents and royalties in the				OQ Dollars [p
,		damage for any growing c vay to transport men, machin	-		
Or on ignor orca	as a temperary right or a	ay to transport them macting			A. 2010 110 1021
The shove of	syments of rents and roy	alties to be accounted for as	id made within60	days from o	date hereof (80)
		CESTERING			
CONTRACTOR					
CONTRACTOR	NAME TO A STREET THAT				
AND IT IS	FURTHER AGREED THA		e pit area. Trees of tim	ther value to be cut b	y the Departme
AND IT IS I	FURTHER AGREED THA way Department will clea its expense into merchan	T: ur, or cause to be cleared, the	an 4 feet and piled ner	stly on the property,	If so desired a
AND IT IS I  1. The High will be sawed at requested by the	FURTHER AGREED THAT way Department will clea its expense into merchan lessor. All such timber sh	T: ur, or cause to be cleared, the ntable lengths of not less the nall be reserved to the lessor	an 4 feet and piled ner Trees that overhang t	stly on the property, he pit, or haul roads	If so desired a which are used
AND IT IS I  1. The High will be sawed at requested by the access thereto, n	FURTHER AGREED THA way Department will clea its expense into merchal lessor. All such timber st aay be trimmed carefully	T: ur, or cause to be cleared, the	an 4 feet and piled ner Trees that overhang t	stly on the property, he pit, or haul roads	If so desired as which are used
AND IT IS I  1. The High will be sawed at requested by the	FURTHER AGREED THA way Department will clea its expense into merchal lessor. All such timber st aay be trimmed carefully	T: ur, or cause to be cleared, the ntable lengths of not less the nall be reserved to the lessor	an 4 feet and piled ner Trees that overhang t	stly on the property, he pit, or haul roads	If so desired as which are used
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AND IT IS I  1. The High will be sawed at requested by the access thereto, n operations therei  2. Upon con	FURTHER AGREED THAT way Department will clea its expense into merchai lessor. All such timber st may be trimmed carefully from.  piletion of the work of r ta in a reasonable manner	T:  ur, or cause to be cleared, the clear of the clear of the less the control of the less of the less of the clear of the less of the clear of the	an 4 feet and piled nei Trees that overhang to ry to carry on the exce B Highway Department	atly on the property, the pit, or hauf roads avation within the pit will smooth up, or ca	If so desired a which are used area and hauli use to be smoot
AND IT IS I  1. The High will be sawed at requested by the access thereto, n operations therei  2. Upon con	rurther agreed that way Department will clea its expense into merchal lessor. All such timber st hay be trimmed carefully from.	T:  ur, or cause to be cleared, the clear of the clear of the less the control of the less of the less of the clear of the less of the clear of the	an 4 feet and piled nei Trees that overhang to ry to carry on the exce B Highway Department	atly on the property, the pit, or hauf roads avation within the pit will smooth up, or ca	If so desired a which are used area and hauli
AND IT IS I  1. The High will be sawed at requested by the access thereto, n operations therei  2. Upon con	FURTHER AGREED THAT way Department will clea its expense into merchai lessor. All such timber st may be trimmed carefully from.  piletion of the work of r ta in a reasonable manner	T:  ur, or cause to be cleared, the clear of the clear of the less the control of the less of the less of the clear of the less of the clear of the	an 4 feet and piled nei Trees that overhang to ry to carry on the exce B Highway Department	atly on the property, the pit, or hauf roads avation within the pit will smooth up, or ca	If so desired a which are used area and hauli
AND IT IS I  1. The High will be sawed at requested by the access thereto, n operations theref  2. Upon con ed up, the pit are	FURTHER AGREED THAT way Department will clea its expense into merchai lessor. All such timber st may be trimmed carefully from.  piletion of the work of r ta in a reasonable manner	T:  ur, or cause to be cleared, the clear of the clear of the less of the clear of the less of the clear of the c	an 4 feet and piled ner Trees that overhang to ry to carry on the exce Highway Department of the pit to the exten	atly on the property, he pit, or haul roads avation within the pit will smooth up, or ca t practicable, as folk	If so desired a which are used area and hauli use to be smoot ows:
AND IT IS I  1. The High will be sawed at requested by the access thereto, n operations therei  2. Upon con	FURTHER AGREED THAT way Department will clea its expense into merchai lessor. All such timber st may be trimmed carefully from.  piletion of the work of r ta in a reasonable manner	T:  ur, or cause to be cleared, the clear of the clear of the less of the clear of the less of the clear of the c	an 4 feet and piled nei Trees that overhang to ry to carry on the exce B Highway Department	atly on the property, he pit, or haul roads avation within the pit will smooth up, or ca t practicable, as folk	If so desired a which are used area and hauli use to be smoot ows:
AND IT IS I  1. The High will be sawed at requested by the access thereto, n operations theref  2. Upon con ed up, the pit are	FURTHER AGREED THAT way Department will clea its expense into merchai lessor. All such timber st may be trimmed carefully from.  piletion of the work of r ta in a reasonable manner	T:  ur, or cause to be cleared, the clear of the clear of the less of the clear of the less of the clear of the c	an 4 feet and piled ner Trees that overhang to ry to carry on the exce Highway Department of the pit to the exten	atly on the property, he pit, or haul roads avation within the pit will smooth up, or ca t practicable, as folk	If so desired a which are used area and hauli use to be smoot ows:
AND IT IS I  1. The High will be sawed at requested by the access thereto, n operations theref  2. Upon con ed up, the pit are	FURTHER AGREED THAT way Department will clea its expense into merchai lessor. All such timber st may be trimmed carefully from.  piletion of the work of r ta in a reasonable manner	T:  ur, or cause to be cleared, the clear of the clear of the less of the clear of the less of the clear of the c	an 4 feet and piled ner Trees that overhang to ry to carry on the exce Highway Department of the pit to the exten	atly on the property, he pit, or haul roads avation within the pit will smooth up, or ca t practicable, as folk	If so desired as which are used area and hauli- use to be smoot ows:
AND IT IS I  1. The High will be sawed at requested by the access thereto, noperations therei  2. Upon coned up, the pit are  3.	FURTHER AGREED THAM way Department will clea its expense into merchai lessor. All such timber st may be trimmed carefully from.  repletion of the work of r main a reasonable manner Pit to be	T:  ur, or cause to be cleared, the trable lengths of not less the nell be reserved to the lessor and only as may be necessed emoving the pit material, the transmitted.  Recorded	an 4 feet and piled not. Trees that overhang try to carry on the excess Highway Department of the pit to the extension of the extension of the pit to the extension of the	stly on the property, he pit, or haul roads avation within the pit will smooth up, or cat practicable, as folio	If so desired as which are used area and haulis use to be smoot ows:
AND IT IS I  1. The High will be sawed at requested by the access thereto, n operations therei  2. Upon con ed up, the pit are  3.  Note: Where thi to be x'd	FURTHER AGREED THAM way Department will cles its expense into merchai lessor. All such timber si hay be trimmed carefully from.  appletion of the work of r ha in a reasonable manner Pit to be s lease form is to be used out. Where payment is to	T:  ur, or cause to be cleared, it hall be reserved to the lessor and only as may be necessed emoving the pit material, the rand will provide drainage of the reserved.  Recorded  d for payment of an agreed on be made after material is	an 4 feet and piled not. Trees that overhang to the excellent of the excellent of the pit to the extension of the extension of the pit to the	stly on the property, he pit, or haul roads avation within the pit will smooth up, or cat practicable, as folio	If so desired as which are used area and haulis use to be smoot ows:
AND IT IS I  1. The High will be sawed at requested by the access thereto, n operations therei  2. Upon con ed up, the pit are  3.  Note: Where thi to be x'd	FURTHER AGREED THAY way Department will cles its expense into merchai lessor. All such timber sh hay be trimmed carefully from.  piletion of the work of r hair a reasonable manner Pit to be of out. Where payment is to oples: White (original)	T:  ur, or cause to be cleared, the stable lengths of not less the sail be reserved to the lessor and only as may be necessed emoving the pit material, the said and in provide drainage of the said and the said and the said after material is resident Engineer;  Blue	an 4 feet and piled not. Trees that overhang try to carry on the excess Highway Department of the pit to the extension of the extension of the pit to the extension of the	stly on the property, he pit, or haul roads avation within the pit will smooth up, or cat practicable, as folio	If so desired as which are used area and haulis use to be smoot ows:

Witnesses as to Lessor: A. P. Smith Shirley A. Linder  Witnesses as to State Highway Department: Linda Kay Blume  Mary Evolena Stroble  The State of South Carolina County of Colleton Personally appeared before me A. P. Smith and made oath that be saw to witne naturement and that be with Shirley A. Linder witnessed the execution the with a written hardren and the second personal		VHEREOF the parties bereto by	we set their hands and seals t	he day and year first above written.
Shirley A. Linder    Cassor				
Witnesses as to State Highway Department:  Linda Kay Blume  Mary Evolena Stroble  The State of South Carolina County of Colleton  Personally appeared before me  A. P. Smith  and made oath that be saw the witnessed the execution thereof.  Sworn to before me this 3rd and reflect and shift and shift and made oath that be saw the switch and that be with Shirley A, Linder  Witnessed the execution thereof.  The State of South Carolina County of Charleston  Personally appeared before me  Linda Kay Blume  As to Highway Department  As to Hig	A. P. Smi	th 150 c	The state of the s	
Witnesses as to State Highway Department:  Linda Kay Blume  Mary Evolena Stroble  The State of South Carolina County of Colleton Personally appeared before me A. P. Smith and made oath that be saw the within named P. W. Herndon sign, seal and ashiff act and deed, execute the with a written instrument; and that be with Shirley A. Linder witnessed the execution thereof.  Norman A. Padgett Notary Public for S. C. The State of South Carolina County of Charleston Personally appeared before me Linda Kay Blume within named A. A. Muckenfuss sign, seal and as hiffset and deed, execute with new within strument; and that be with Mary E. Stroble witnessed the execution thereof.  Wornto before me this 9th n written instrument; and that B he with Mary E. Stroble witnessed the execution thereof.  Wornto before me this 9th n written before me Linda Kay Blume within named A. A. Muckenfuss sign, seal and as hiffset and deed, execute the with new the state of South Carolina County of Charleston Public for S. C. The State of South Carolina Linda Kay Blume  Julius W. Thiete - seal affixed Notary Public for S. C. The State of South Carolina County of No. MORTGAGE  KNOW All MEN BY THESE PRESENTS, That I (we) so for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and Material for to soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected therein shall be free and unal/fected by said mortgage. Said mortgage being given by  "File for to soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected therein shall be free and unal/fected by said mortgage. Said mortgage being given by  "County."  WITNESS our hand and seal this day of 190 and was immediately entered upon the proper indexes and duly recorded in Book of the Boek of the court of County. But Deeds, page 190 and was immediately entered upon the proper indexes and duly recorded in Book 190 and 190 and 190 and				P. W. Herndon
Mary Evolena Stroble  The State of South Carolina County of Colleton Personally appeared before me A. P. Smith and made oath that be saw the say of Septembor and the state of South Carolina Norman A. Padgett Notary Public for S. C.  The State of South Carolina County of Charleston Personally appeared before me Linda Kay Blume within named A. A. Muckenfuss sign, seal and ashis act and deed, execute the with an written instrument; and that be with Shirley A. Linder witnessed the execution thereof.  The State of South Carolina County of Charleston Personally appeared before me Linda Kay Blume and made oath that be saw the within named A. A. Muckenfuss sign, seal and as hisact and deed, execute with a written instrument; and that be not the Mary E. Stroble witnessed the execution thereof.  Worns before me this 9th Lay of Septembor 19 63  Linda Kay Blume  Julius W. Thiete - Beal affixed  Notary Public for S. C.	Surriel v	• DINGOL :		Lesson.
Mary Evolena Stroble  The State of South Carolina County of Colleton Personally appeared before me A. P. Smith and made oath that be saw the within named F. W. Herndon sign, seal and ashif act and deed, execute the with a written instrument; and that be with Shirley A. Linder witnessed the execution thereof. Sworn to before me this 3rd say of Septembor 19 63  Norman A. Padgett Notary Public for S. C.  The State of South Carolina County of Charleston Personally appeared before me Linda Kay Blume and made oath that 5 be saw the within named A. A. Muckenfuss sign, seal and as 11 flact and deed, execute within named A. A. Muckenfuss sign, seal and as 11 flact and deed, execute the within named B. A. Muckenfuss sign, seal and as 11 flact and deed, execute the within named A. A. Muckenfuss sign, seal and as 11 flact and deed, execute the within named by Thiete Beal affixed  Notary rules for S. C.  Julius W. Thiete Beal affixed  Notary rules for S. C.  Linda Kay Blume  Julius W. Thiete Beal affixed  Notary rules for S. C.  Notary rules for S. C.  Notary rules for S. C.  Notary rules in structured the execution thereof.  W. Thiete Beal affixed  Notary rules for S. C.  Notary rules for S. C.  Notary rules in structured the execution thereof.  Notary rules for S. C.  Notary rules in structured the execution thereof.  Notary rules in structured the ex	Witnesses as to Stat	te Highway Department:		S. C. State Highway Department
The State of South Carolina  County of Colleton  Personally appeared before me A. P. Smith and made oath that be saw the within named F. W. Herndon sign, seal and ashis act and deed, execute the will a written instrument; and that be with Shirley A. Linder. witnessed the execution thereof.  Sworn to before me this 3rd  As to Highway Department  As to Hig	Linda Kay	Blume tt.	Bung ridge ?	- A A Minimum dina 1831 to 1
The State of South Carolina  County of Colleton  Personally appeared before me A. P. Smith and made oath that he saw the within named F. W. Herndon sign, seal and as his at and deed, execute the within named in written instrument; and that he with Shirley A. Linder. witnessed the execution thereof. Sworn to before me this 3rd lay of September 19 63.  Norman A. Padgett Notary Public for S. C.  The State of South Carolina County of Charleston  Personally appeared before me Linda Kay Blume within named A. A. Muckenfuss sign, seal and as his and each that S he saw the within named A. A. Muckenfuss sign, seal and as his and each that S he saw the within named A. A. Muckenfuss sign, seal and as his and each that S he saw the within named A. A. Muckenfuss sign, seal and as his accusted the execution thereof.  Worn to before me this 9th Lay of September 19 63  Linda Kay Blume  Julius W. Thiete - seal affixed  W. County Public for S. C.  W. County Public on S. C.  NO MORTGAGE Mortgage Release  County of NO MORTGAGE Mortgage Release  W. NOW ALL MEN BY THESE PRESENTS, That I (we) Log for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and Material for top soil, earth, gravel, sand, stone, or other similar material, granned by the within Lease so that the lands affected therein that be free and unaffected by said mortgage. Said mortgage being given by  County of County of County of County and and seal this day of 190 county of County.  I hereby certify that the within lesse was filed for record in my office at Mortgage Book at Page in office of the Deeds, page certified the within lesse was filed for record in my office at Mortgage and duly recorded in Book for Deeds, page certified the county of County, S. C.	Mary Eval	ena Stroble		By A. A. AUCKONIUSS
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 named in written instrument; and that he with Shirley A. Linder. winnessed the execution thereof. Winnessed th	***************************************			**
Personally appeared before me A. P. Smith and made oath that be saw the within named F. W. Herndon sign seal and as his act and deed, execute the with meritan instrument; and that be with Shirley A. Linder witnessed the execution thereof.  I worn to before me this 3rd and of Septembor 19 63.  Norman A. Padgett Notary Public for S. C.  Norman A. Padgett Notary Public for S. C.  The State of South Carolina County of Charleston  Personally appeared before me Linda Kay Blume and made oath that 5 be saw the within named A. A. Muckenfuss sign, seal and as hisact and deed, execute the with written instrument; and that 8 he with Mary E. Stroble witnessed the execution thereof.  I worn to before me this 9th  Lay of September 19 63  Linda Kay Blume  Julius W. Thiete Beal affixed  No MORTGAGE Mortgage Release  NO MORTGAGE Mortgage Release  KNOW ALL MEN BY THESE PRESENTS, That I (we)  to for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and Material for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereis hall be free and unalfected by said mortgage. Said mortgage being given by  County.  WITNESS our hand and seal this day of 198  I bereby certify that the within lease was filed for record in my office at M o'clock on the day of the presence of:  RECORDED  I bereby certify that the within lease was filed for record in my office at M o'clock on the day of 199  I bereby certify that the within lease was filed for record in my office at M o'clock on the day of 199  I bereby certify that the within lease was filed for record in my office at M o'clock on the day of 199  I bereby certify that the within lease was filed for record in my office at M o'clock on the day of 199  I bereby certify that the within lease was filed for record in my office at M o'clock on the day of 199  I bereby certify that the within lease was filed for record in my office at M o'clock on the day of 199  I bereby certi	· · · · · · · · · · · · · · · · · · ·			As to Lessor
within named			Smith	
worn to before me this 3rd lay of September 1e 63 Norman A Padgett Notary Public for S. C. The State of South Carolina County of Charleston Personally appeared before me Linda Kay Blume sign, seal and as 1st state of south that B be saw the within named A A Muckenfuss sign, seal and as 1st state of deed, executethe with named A A Muckenfuss sign, seal and as 1st state of deed, executethe with named B state of September 1s 63  Julius W. Thiete — seal affixed  Julius W. Thiete — seal affixed  Julius W. Thiete — seal affixed  No MORTGAGE  NO MORTGAGE  NO MORTGAGE  KNOW ALL MEN BY THESE PRESENTS. That I (we) Is for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and Materials from soul, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereinabil be free and unalfected by said mortgage. Said mortgage being given by  o recorded in Mortgage Book at Page in office of the presence of:  RECORDED  I hereby certify that the within lease was filed for record in my office at Moclock on the day of Deeds, page  Certe of Count of Common Pleas and General Sessions for County, S. C.				<del></del>
A. P. Smith  Norman A. Padgett  Linda Kay Blume  and made oath that B be saw th within lease was filed for record in my office at				
Norman A. Padgett Notary Public for S. C.  The State of South Carolina County of Charleston  Personally appeared before me Linda Kay Blume  and made oath that S he saw th within named A. A. Muckenfuss sign, seal and as hisact and deed, executethe with n written instrument; and that S he with Mary E. Stroble witnessed the execution thereof, sworn to before me this 9th lay of September is 63  Linda Kay Blume  Linda Kay Blume  Julius W. Thiete - seal affixed  your problem of S. C.  Notary Public for S. C.  No Mortgage Release  NO. MORTGAGE  KNOW ALL MEN BY THESE PRESENTS, That I (we) to for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and Material for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thersimal be free and unalfected by said mortgage. Said mortgage being given by  o			22 20 11 221001	William Control of the Control of th
Norman A Padgett Notary Public for S. C.  The State of South Carolina County of Charleston Personally appeared before me Linda Kay Blume and made oath that S he saw the within named A, A, Muckenfuss sign, seal and as hisact and deed, executethe with a written instrument; and that S he with Mary E. Stroble witnessed the execution thereof.  Wornt to before me this 9th Linda Kay Blume  Julius W. Thiete - seal affixed Notary Public for S. C. V. Commit Balon - expires at the pleasure of the Governory The State of South Carolina NO. MORTGAGE  KNOW ALL MEN BY THESE PRESENTS. That I (we) to for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and Material for tot pool, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereis hall be free and unalfected by said mortgage. Said mortgage being given by  Telerk of Court or RMC of WITHESS our hand and seel this day of 198  I hereby certify that the within lease was filed for record in my office at Mortgage Book at Page in office of the presence of:  RECORDED  I hereby certify that the within lease was filed for record in my office at Mortgage and duly recorded in Book f Deeds, page  Terk of Court of Common Pleas and General Sessions for County, S. C.	_			A. P. Smith
Notary Public for S. C. The State of South Carolina County of Charleston  Personally appeared before me Linda Kay Blume  and made oath that 8 he saw the within named A, A, Muckenfuss sign, seal and as hisact and deed, executethe with a written instrument; and that 8 he with Mary E. Stroble witnessed the execution thereof.  Worn to before me this 9th  Linda Kay Blume  Julius W, Thiete - Beal affixed  Notary Public for S. C.  Notary Public for			i, limit hadovidik	६ विकासी प्राप्त पर्वति विकास प्रदेशिक वर्गी
The State of South Carolina  County of Charleston  Personally appeared before me Linda Kay Blume and made oath that 8 he saw the within named A, A, Muckenfuss sign, seal and as hisact and deed, executethe with meritan instrument; and that 8 he with Mary E. Stroble witnessed the execution thereof. Worn to before me this 9th lay of September 19 63  Linda Kay Blume  Julius W, Thiete - seal affixed  y, Notary Public for S. C.  y, Commol 84 OB - expires at the pleasure of the Governor.  The State of South Carolina  NO. MORTGAGE  KNOW ALL MEN BY THESE PRESENTS, That I (we)  to for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and Material for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected therein hall be free and unalfected by said mortgage. Said mortgage being given by  Clerk of Court or RMC of County  WITNESS our hand and seal this day of 196  I bereby certify that the within lease was filed for record in my office at Moclock on the 19 and was immediately entered upon the proper indexes and duly recorded in Book of Deeds, page 196  Terk of Count of Common Pleas and General Sessions for County, S. C.			Commission of the Commission of	A CANADA CANADA CANADA CAMBA
Personally appeared before me Linda Kay Blume and made oath that 5 he saw the within named A, A, Muckenfuss sign, seal and as hisact and deed, executethe with a written instrument; and that 5 he with Mary E. Stroble witnessed the execution thereof.  Worn to before me this 9th say of September 19 63  Linda Kay Blume  Julius W. Thiete - seal affixed  Notary Public for S. C. y. Commit Bs 10th eaxpires at the pleasure of the Governor.  Nown Double of South Carolina  No. MORTGAGE Mortgage Release  Nown All Men By These presents, that I (we)  to for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and Material for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereight for the free and unalfected by said mortgage. Said mortgage being given by  The control of the country of the country of the country of the within Lease so that the lands affected thereight for the country of the country.  WITNESS our hand and seal this day of 196 the presence of:  I bareby certify that the within lease was filed for record in my office at M o'clock on the day of the presence of:  The presence of:  County of Common Pleas and General Sessions for County, S. C.	The State of South		**************************************	
Personally appeared before me Linda Kay Blume and made oath that 5 he saw the within named A, A, Muckenfuss sign, seal and as hisact and deed, executethe with a written instrument; and that 5 he with Mary E. Stroble witnessed the execution thereof.  Sworn to before me this 9th say of September 19 63  Linda Kay Blume  Mortgage Release  No intraction of action of the Governor with the State of South Carolina  No MORTGAGE Mortgage Release  KNOW ALL MEN BY THESE PRESENTS, That I (we) to for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and Materiate free and unaffected by said mortgage. Said mortgage being given by the within Lease so that the lands affected therein that the free and unaffected by said mortgage. Said mortgage being given by the control of the country of the Country.  WITNESS our hand and seal this day of 196 the presence of:  RECORDED  I hereby cartify that the within lease was filed for record in my office at Mortgage Book at Page in office of the presence of:  RECORDED  I hereby cartify that the within lease was filed for record in my office at Mortgage and duly recorded in Book for Deeds, page the country.  Country, S. C.				As to Highway Department
within named A, A, Muckenfuss sign, seal and as hisact and deed, executethe with a written instrument; and that B he with Mary E. Stroble witnessed the execution thereof. Worn to before me this 9th lay of September 19 63 Linda Kay Blume  Julius W. Thiete - seal affixed Whoter Public for S. C. Sylres at the pleasure of the Governor.  The State of South Carolina  NO. MORTGAGE Mortgage Release  NO. MORTGAGE Mortgage Release  KNOW ALL MEN BY THESE PRESENTS, That I (we) To for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and Material for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected therein that he free and unaffected by said mortgage. Said mortgage being given by  The state of Court or RMC of County.  WITNESS our hand and seal this day of 196 not be 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 196 not be 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 196 not be presenced in Book of Deeds, page County. S. C.	Personally anne	ared before me Linda K	ay Blume	and made cath that S he saw th
written instrument; and that B he with Mary E. Stroble witnessed the execution thereof.  Sworn to before me this 9th  Lay of September 19 63  Linda Kay Blume  Julius W. Thiete - seal affixed  Notary Public for S. C.  Y. Colwand Balon - expires at the pleasure of the Governory  The State of South Carolina  NO. MORTGAGE  KNOW ALL MEN BY THESE PRESENTS, That I (we)  Is for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and Material for top soil, earth gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereighted by the free and unaffected by said mortgage. Said mortgage being given by  o recorded in Mortgage Book at Page in office of the Country.  WITNESS our hand and seal this day of 198   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 Carek of Country, S. C.				<del></del>
Sworn to before me this 9th lay of September 19 63  Linda Kay Blume  Julius W. Thiete - seal affixed  Notary Public for S. C. Spires at the pleasure of the Governory  the State of South Carolina  NO. MORTGAGE  KNOW ALL MEN BY THESE PRESENTS, That I (we)  to for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and Materiate for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thersimal before and unaffected by said mortgage. Said mortgage being given by  recorded in Mortgage Book at Page in office of the Court or RMC of County.  WITNESS our hand and seal this day of 198  I hereby cartify that the within lease was filed for record in my office at M o'clock on the day of 199, and was immediately entered upon the proper indexes and duly recorded in Book of Doeds, page  Eark of Court of Common Pleas and General Sessions for County, S. C.				<del></del>
Julius W. Thiete - seal affixed    Notary Public for S. C.		· · · · · · · · · · · · · · · · · · ·	., 5010526	
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STATE	OF	SOUTH	CAROLINA,	
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## 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 Nottles, 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 Mao J. Smoak.

This is the property conveyed by Lois C. Crosby to Larkin C. Sexton and Cordie S. Soxton 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 Pederal Savings and Loan Association of Beaufort by Deed dated Oc tober \_\_\_\_\_, 1963, and recorded in the Office of the Clerk of Court for Colleton County.

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<ol> <li>That the said Association does hereby agree to sell and convey the above-described premises unto the Purchaser of and for the price of</li></ol>
500.00
being hereby paid (the receipt thereof being acknowledged by the Association). Upon the payment unto said Association
of the further sum of Pivo Thousand Pive Hundred and No./100
with interest from date at the rate of six (6%) per cent per annum, until paid in full; subject to the recitals hereinalter set forth, the said Association covenants and agrees, and hinds itself and its successors and assigns, to convey the above
decribed real property unto the said Adem Nottles
(his) (her) (their) heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covernants 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 Porty-five and No/100
(\$ 45.00 ) Dollar
each, commercing on the first day of Novembor 1963, and on the first day of each month thereafter until the principal and interest are fully paid, Unpaid interest to local interest thereafter at the rate of six (6%) per cent of the principal and interest are fully paid, Unpaid interest to local interest thereafter at the rate of six (6%) per cent of the principal and interest are fully paid.
per annum. The said monthly payments shall be applied as follows, to wit; rirst, 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 monerar uledwed to secure this Contract of Sale during the terms
ance as small from time to time second use of the property prouged to secure this Contract to sake 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 beginning of the said interest tasses and interest with interest as precision provided are raid 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 enoundrances excent such as are berein assumed by the Purchaser, and the Purchaser shall, upon the exceution and

... ) 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.

delivery of such Deed, execute and deliver to the Association a Note and Pirst Mortgage Lien over the abuve-described

property for said sum of...

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. 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 Ten and No/100 presents, and will deposit monthly with the Association the additional sum amount to.

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 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 .. ) Dollars, 10.00 material change in either the taxes or insurance premium.

The Association agrees to pay for the documentary stamps to be affixed to the Deed in connection with this

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- 7. That the premises are bought and sold in their present state of repair. As an additional consideration for this ) greement, the purchaser shall keep the premises hereinabove described in good repair; and failure to do so shall be, at 'he 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 Adam Nettles and Seal of the within. October Signed, Sealed and Delivered in Presence of: FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT ATTEST:

That the premises are bonded out sold in their present state of requir. As an arbitrarial research for this

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STATE OF SOUTH CAROLINA, COUNTY OF BOOLSOT PERSONALLY appeared before me...... Sylvin R. Killian who, on oath, says that the saw the within-named First Federal Savings and Loan Association of Beaufort, by Calhoun Thomas, its Inches Contract, and Encoderation of Beaufort, by Calhoun Thomas, its Manager President, sign the within Sales Contract, and Encoderation of Beaufort, and the said Corporation, by said officers, seal said Contract, and, as its act and deed, deliver the same, and thathie with....... Myrtle G. Epps ...witnessed the execution thereof. SWORN to before me, this ..... \_\_\_October STATE OF SOUTH CAROLINA, COUNTY OF Marian B. Youmans PERSONALLY appeared before me ...... Adam Nettles and made oath that he saw the within-named ...... sign, scal, 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 12th SWORN to before me, this STATE OF SOUTH CAROLINA, ) COUNTY OF Laura Spivey Gracia Blise Hettles Carolina, do hereby certify unto all whom it may concern, that Mrs. . the wife of the within-named Adam Nottlos , 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 Pirst 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. Dracie blise neales (SEAL) GIVEN under my Hand and Seal this ... 12th

STATE OF SOUTH CAROLINA

VESOCIVLION OF BEAUFORT FIRST FEDERAL SAVINGS AND LOAN

 $\mathbf{or}$ 

seitteM msb

CONTRACT OF SALE

I hereby certify that the within Contract has been

to Yab ---

--- recorded in my office in Boote

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Clerk of the Court of Common Pleas and General

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South Carolina State Highway De Form No. 2090 Re	partment v. 11/30/61	ا دورد سور	et i light o gent a no di Litara di light di lig		11460 50
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	nd the South Carolina State Hi				
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C. C. Hogan			* .		
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## U. S. DEPARTMENT OF AGRICULTURE RURAL ELECTRIFICATION ADMINISTRATION

THE PROPERTY OF THE

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

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DATED

Jun 27 1963

Filed 10:00 Am Dec 12 1963.

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(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

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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

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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

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

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

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

the D System.

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, dis
closed 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

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

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

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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 continus 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

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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 retaking 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

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

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

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.

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,

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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

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

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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. Crainger PRESIDENT

Seal

Attest:

(signed) R. B. Dinkins
Secretary

Witnesses:

(signed) Carlisle Roberts

(signed) E. V. Lewis

(Conformed Copy) J.SAT

STATE OF SOUTH CAROLINA )
COUNTY OF BERKELEY )
Personally appeared

Personally appeared J. B. Thomason 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 E. V. Lewis who being Personally appeared \_\_\_ 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 Lesse Contract; and that \_he with Carlisle Roberts witnessed the execution thereof. Sworn to before me this 25 day of April , 1963.

(signed) E, V. Lewis

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

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(Conformed Copy 56A)

#### **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

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(Conformed Copy)

STATE OF SOUTH CAROLINA )
COUNTY OF LEXINGTON

Signed

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

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(Conformed Copy) 58AZ

#### 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.

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

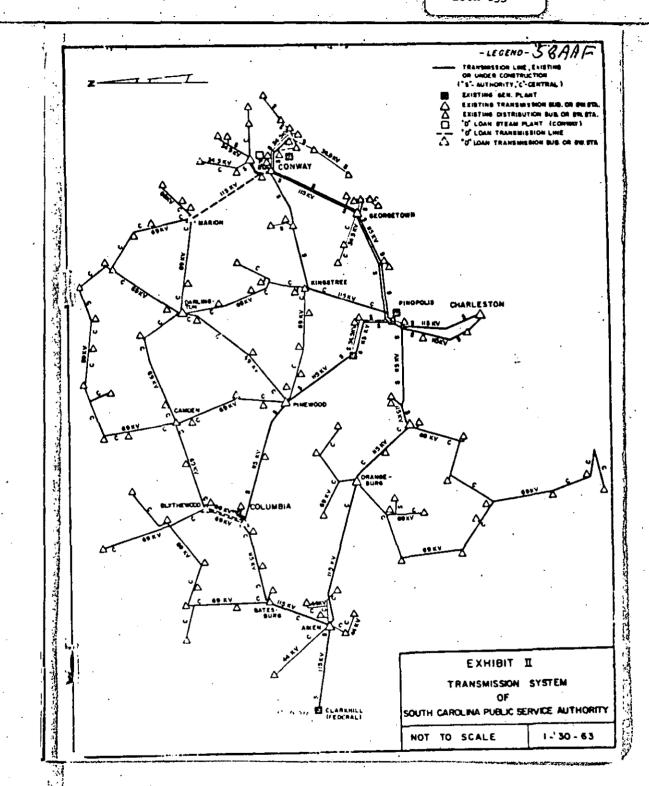
The air-conditioned control room will provide a focal point from which the operators will supervise and control the operation of the equipment, and where data on plant operation will be recorded for calculating daily plant and equipment efficiencies.

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.

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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 3\$\vec{n}\$, 25/33/42
MVA, CA/FA/FCA, 115/69 KV auto-transformer
with load tap changing and necessary metering equipment.

Consists of a new steel structure substation complete, with one (1) 30, 25/33/42

M/A, CA/FA/FCA 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 - KV oil circuit breakers and replacing with
fifteen (15) new 115 KV oil circuit breakers
rated at 5,000 M/A.

. 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-Corway 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.

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,

Page 1 of 2 Pages

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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) 30, 25/33/42 MVA, OA/FA/FOA suto-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 30, 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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rincipal office in Columbia, Sou	th Carolina (hereinaf	ter called Grantee			•	-
(ITNESSETH:					•	
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outherly by lands of White	House Plant	ation / Weste	rly by lands of	raranall	_Uurham.	
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Form 2W-4-5.0.-1-4

State of South Carolina,			-
County of Colleton			
	Hutson, Jr.		· .
	C, Crosby		
diver the within R/W instrument		urposes therein mentioned,	
		Hutson, Jr	xecution thereof.
Sworn to before me this 318t day		<u>19 63</u>	
W. Gresham Meggett - seal affixed Notary Public for S. C.	·	•	T
•			}
TATE OF SOUTH CAROLINA,		• •	• (
County.		• •	_
Personally appeared before me.		<del></del>	
d made oath thatsaw the within named	<del> </del>		
the hand of		<del></del>	sign, affix the
rporate seal, and as the act and deed of said corporation del			
rationed, and that with		witnessed the execu	tion thereof and
pscribednames as witnesses theret	<b>10.</b>		
rom to and subscribed before me, this}		1 1 1 1 1	• •
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(L S.)	i		٠.
Notary Public for	RENOUNCI	EMENT OF DOWER	
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	HEREOF WE SIGN, th			_	
Signed, scaled and		erdae .	PHILLIPS IN	ESTMENT CORP	ORAT I ON
Spor			(SEAL)	,	AZ-CSEA

PTATE OF OKLAHOMA ) . COUNTY OF TULSA ) 88.

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 corporation 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

Ray Jackson Tract

2

OKLAHOMA (To Undivided )	OYALTY TRANSFER Interest)
STATE OF SOUTH CAROLINA	1 Party
COUNTY OF Tulsa KN	OW ALL MEN BY THESE PRESENTS: ' ' ' ' '
that Phillips Invostment Corporati	on
Tul an	OX14 hours
of Tulsa receinalter called grantor (whether one or more and referr or and in consideration of the sum of	ed to in the singular number and masculine gender),
1.00 and other good and valuable considerat	ions, paid by John W. Phillips
hereinafter called as granted, sold and conveyed by these presents does granted.	grantee the receipt of which is hereby acknowledged, ant, sell and convey unto said grantee an undivided
One-twentleth (1/20th inte	· · · · · · · · · · · · · · · · · · ·
very kind and character in, on or under that certain trac Colloton State of Sou	
All that certain tract of land sit South Carolina, containing 63 acros, mo to Ray Jackson by the following deeds:	re or less, which was conveyed
Deed from Mrs. B. E. Jackson and B deed recorded in Book 77 at page 411, R South Carolina.	
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	·
his conveyance is subject to an oil an 944 to Ryan and K <sub>e</sub> lley, Ryan Oil Compa	iny, Evansville, Indiana.
	•
	Consideration less than (100 in documentary stamps required
	Primity 19471197
•	
TO HAVE AND TO HOLD the said undivided interest in all of and, forether with all and singular the rights and appurtenances igness, and possession at all times for the purpose of mining, drilling actifities and means necessary or convenient for producing, treating ang employees, unto said grantee, his heirs, successors and assigns, found administrators bereby agrees to warrant and forever defend all grantee, his heirs, successors and assigns against every person who hereof.  Grantee shall have the right at any time (but is not required)	thereto in any wise belonging, with the right of Ingress and g and operating for said minerals and the maintenance of taud transporting such minerals and for housing and board-prever; and grantor herein for himself and his heirs, executors land singular the said interest in said minerals, unto the said pursoever lawfully claiming or to claim the same or any part to redeem for Grantor by Payment, any mortgages, taxes
or other liens on the above described lands, in the event of default the holder thereof.	of payment by Grantor, and he subrogated to the rights of
This conveyance is made subject to any valid and subsisting oil, any mineral lease, of any, heretolose made or being contemporaneous hereinabove mentioned, grantor has sold, transferred, assigned and co- convey unto grantee, his heirs, sons essurs and assigns, the same und in the oil, gas and other minerals in said land) in all the rights, res- said lease or leases from the above described land; to have and to be	ly made from grantice to grantee; but, for the same consideration univered and by these prevents does sell, transfer, assign and invided interest (as the undivided interest hereinabove conveyed talls, royallies and other benefits accruing or to accrue under
IN WITNESS WHEREOF WE SIGN, this the	st day of June 19 63
presence of:	PHILLIPS INVESTMENT CORPORATION  SEAL Prosident (SEAL)  (SEAL)  (SEAL)  (SEAL)  (SEAL)
Sugretary	(SEAL)
(SEAL)	(SEAL)

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PTATE OF OKLAHOMA )
COUNTY OF TULSA ) BB.

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

### L Dandridge Tract

### MINERAL RIGHT AND ROYALTY TRANSFER

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BTATE OF OKLAHOMA ) GB.

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 corporation and that he, as such president, being authorized so to do, executed the forgoing 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

# C F Byrd Tract

Oklahoma (To Undivided	Interest)	
TATE OF SOUTH CAROLINA	The state of the s	
	OW ALL MEN BY THESE PRESENTS:	بر • ⊶
that Phillips Investment Corp	poration	
est to the second	Oklahom	
of TUISA	County, State of South Caroli	ma,
hereinafter called grantor (whether one or more and refer for and in consideration of the sum of		
\$ 1.00 and other good and valuable considera		
, hereinaster called	grantee the receipt of which is hereby acknowledg	
ias granted, sold and conveyed by these presents—does gr One-twentioth (1/20th) in-		
every kind and character in, on or under that certain tra		
Colleton State of So		<del>-</del> .
All those certain tracts of land :	i	
South Carolina, containing 1412 acres,		
to C. F. Byrd, by the following Donds: Deed from T. D. Byrd to C. F. Byrd	t recorded to Book 91 st	
page 22, R.M.C. Office for Colleton Com	inty, S. C.	
Deed from Farmers & Merchauts Bank in Book 72 at Page 450, R.M.C. Office	k to C. F. Byrd, recorded :	
Deed from Walterbore Motor Sales	Co. to C. F. Byrd, recorded	
in Book 59 at Page 350, R.M.C. Office Deed from Farmers & Morchants Bank		٠
in Book 68 at Page 544, R.M.C. Office		1 -7
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iis conveyance is subject to an Oil a go'Ryan and K <sub>e</sub> lley, Ryan Oil Company,	nd Gas Lease executed June 26, 19 Evansville, Indiana	. ( * <b>.</b>
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STATE OF OKLAHOMA )

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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 corporatify, and that he, as such president, being authorized so to do, executed the foreigning 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

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## ./Craven Tract MINERAL RIGHT AND ROYALTY TRANSFER (To Undivided Interest) Oklationa TE OF SOUTH CAROLINA KNOW ALL MEN BY THESE PRESENTS: Tulsa COUNTY OF ..... Phillips Investment Corporation .. 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 Paul M. Phillips 1.00 and other good and valuable considerations, paid by.... has granted, sold and conveyed by these presents does grant, sell and convey unto said grantee an undivided (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 doods; Beed 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. Beed from T. D. Smoak to L. J. Craven, recorded in Book 82 at Page 67, R.M.C. Office for Colleton County, S. C. Doed from J. D. Williams to L. J. Craven, recorded in Book 76 t Page 370, R.M.C. Office for Colleton County, S. C. his conveyance is subject to an Oli and was bound and one Ryan and Kelley, Ryan Oli Company, Evansville, Indiana. his conveyance is subject to an Oll and Gas Lease dated August 26, 1944 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 miorrals in, on and under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of logress and curess, and prosession 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, anno 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, unin the said grantee, his heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part Crantee 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 aubrogated 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 fand, including also any mineral lease, of any, hereinfore made or being contemporaneously made from grantor to granter; but, for the same consideration hereinshove 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 linerals in said land) in all the rights, centals, royalties and other benefits accruing or to accrue under said trase or leases from the above described faud; to have and to hold unto grantee, his heirs, successors and assigns. IN WITNESS WHEREOF WE SIGN, this the 150 day of June 19 63 ned, sealed and delivered in the PHILLIPS INVESTMENT CORPORATION presence of: . ..... (SEAL) ....(SEAL)

STATE OF OKLAHOMA COUNTY OF TULSA

88.

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 forgoing 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

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Ray Jackson Tract			
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OKLAHOMA STATE OF SOUTH CAROLINA	(15 Ondivided Anti-		
COUNTY OF Tulsa	know	all men by these	PRESENTS:
Phillips Invest	ment (Corporation		* * * * * * * * * * * * * * * * * * *
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STATE OF OKLAHOMA COUNTY OF TULSA

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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 corporately, and that he, as such president, being authorized so to do, executed the forgoing 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 soal.

James A. Richards - seal affixed Notary Public - Oklahoma

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STATE OF OKIAHOFA )
COUNTY OF TULBA ) 60

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On this the lot day of June, 1963, before me, a Notary Public, the undersigned officer, personally appeared Donald M. Phillips, who somewhedged himself to be the president of Phillips Investment Corporation, a corporation, and that he, as such president, being authorized so to do, excuted the four 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 soul.

James A. Richards - seal affixed Notary Public - Oklahoma

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MINERAL RIGHT AND ROYALTY TRANSFER  (To Undivided Interest)  STATE OF SOUTH CAROLINA  COUNTY OF Tulsa  That Phillips Investment Corporation  Tulsa County, State of South Carolina for and in consideration of the sum of One and No/100  \$ 1.00 and other good and valuable considerations, paid by Paul M. Phillips  hereinafter called granted, sold and conveyed by these presents does grant, sell and convey unto said grantee an undi  One—twentioth (1/20t) interest in and to all of the oil, gas and other miner every kind and character in, on or under that certain tract or parcel of land situated in the County of Colloton  State of South Carolina, and described as follows:
Oklahoma  (To Undivided Interest)  STATE OF SOUTH CARCETIAN  KNOW ALL MEN BY THESE PRESENTS:  COUNTY OF Tulsa  County, State of South-Carcetian  Tulsa  County of South-Carcetian  Tulsa  Tulsa  County of South-Carcetian  Tulsa  Tulsa  Tulsa  County of South-Carcetian  Tulsa  Tulsa
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South Carolina, containing 1412 acres, more or less, which was conveyed
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Dage 22, R.M.C. Office for Colleton County, S. C.
Deed from Farmers & Merchants Bank to C. F. Byrd, recorded
n Book 72 at Page 450, R.N.C. Office for Colleton County, S. C.
Doed 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.
Doed from Farmers & Morchants Bank to C. F. Byrd, recorded
in Book 68 at Page 544, R.N.C. Office for Colleton County, S. C.
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STATE OF OKLAHOMA }

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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 corporation, and that he, as such president, being authorized so to do, executed the forgoing 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

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.J./Graven Tract

# MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

NOW ALL MEN BY THESE PRESENTS:

AND	(To Undivide	·-	×.
MINERAL KICHT AND		MALON SOCIETY CANOLINA	COUNTY OF Tulsa
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Phillips Invostment Corporation

,	ate of South Carolina and masculine gender)	. Phillips . hereby acknowledged	and other minerals o
	County, St. the singular number at No/100	d by Instruction C	1 (2011) interest in and to all of the oil, gas and of the certain tract or parcel of land situated in the Cour
***************************************	Tulsa ore and referred to in	ble considerations, paid cinafter called grantes sents does grant, sell	1/20th interest in an
***************************************	(whether one or mo	ther good and valual	in, on or under that
The second state of the se	ereinafter called grantor (whether one or more and referred to in the singular number and masculing gehder) or and in consideration of the sum of	1.00 and other good and valuable considerations, paid by Introduce G. Phillips.  ** Kranicd, soli and cunveyed by them presents does grant, sell and convey unit. said grants.	No-twentigill  (1/20th) interest in and to all of the oil, gas and other minerals overy kind and character in, on or under that certain tract or parcel of land situated in the County of Collection.

the following his wife, nor to L. conveyed Collot deods:

Wilson recorded in Book 82 at 74 at S. C. na, recorded in Book Lowis son to Iva Wilson Craven, recorded in Book Office for Calleton County, S. C. Mazel Wilson Spell, Colleton County, . Craven, Smook to L. J. Craven, o for Colleton County, ounty D. Williams
Office for Office at Page 370, R.M.C. K.N.C. Dood Dood Pago 67, and Annt 487 Pago

nd Gas Lease dated August 26, Evansville, Indiana. and Gas an 011 subject to , Ryan Oil C conveyance is pls conveyances Ryan and Kelley Consideration loss than Eldi . . documatury stangs roquired

unto the land singuiar the said interest in said minerals, so misoever lawfully claiming or to claim the same Transporting. treating venient for producing, and administrators hereby agrees to warran and forever grantee, his heirs, sucressors and assigns against every thereof. ing employees, unto said granteer, his heirs, and administrators hereby agrees to warrai egress, and j

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wither mineral leave or leaves on said land, including of from grantor to granter, but, for the same considered and subsisting oil, gas or other of contemporaneously made from This conseyance any mineral b

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1 s.tday of June	PHILLIPS INVEST	May Jana IV.	(SEAL)	(SEAL)
IN WITNESS WHEREOF WE SIGN, this the 3s.c. day of June 19.63.	Signed, seated and delivered in the.	Socretary (SEAL) Secretary (SEAL)	(SEAL) (SEAL)	(SEAL) (SEAL) (SEAL)

ETATE OF OKIAHOMA )
COUNTY OF TULSA ) 58

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 corporation, and that he, as such president, being authorized so to do, executed the following 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. Richardo - scal affixed Notary Public - Oklahoma

MINERAL RICHT	AND ROYALTY TRANSFER
	Undivided Interest
COUNTY OF Tulsa	KNOW ALL MEN BY THESE PRESENTS:
that Phillips Investment Co	orporation
ereinafter called grantor (whether one or more	Tulsa County, State of South Carolina; e and referred to in the singular number and masculine gender),  One and No/100 Dollars
	e considerations, paid by Laurence G. Pht111ps
as granted, sold and conveyed by these presen	nafter called grantee the receipt of which is hereby acknowledged, ts does grant, sell and convey unto said grantee an undivided /20th interest in and to all of the oil, gas and other minerals of
very kind and character in, on or under that	certain tract or parcel of land situated in the County of
South Carolina, containing 63 a to Ray Jackson by the following Deed from Mrs. B. E. Jacks	land situated in Colleton County, cres, more or less, which was conveyed doeds: on and Bobbie Jackson to Ray Jackson e 411, R.M.C. Office for Colleton County,
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his conveyance is subject to a 1944 to Ryan O	n oil and gas lease executed August 18, il Company, Evansville, Indiana.
his conveyance is subject to a 1944 to Ryan and K <sub>e</sub> lley, Ryan O	n oil and gas lease executed August 18, il Company, Evansville, Indiana.
his conveyance is subject to a 1944 to Ryan and K <sub>e</sub> lley, Ryan O	il Company, Evansville, Indiana.
his conveyance is subject to a 1944 to Ryan and K <sub>e</sub> lley, Ryan O	il Company, Evansville, Indiana.  Consideration less than \$100 no documentar;
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TO HAVE AND TO HOLD the said undivided in and, together with all and singular the rights and agress, and possession at all times for the purpose of a aclities and means necessary or convenient for produing employees, unto said grantee, his heirs, successors and administrators hereby agrees to warrant and forevitantee, his heirs, successors and assigns against every hereof.  Grantee shall have the right at any time (but is more other liens on the above described lands, in the even he holder thereof.  This consequence is made subject to any valid and a siny mineral lease, of any, heretofore made or being conservations must be successors and assigns, in the oil, gas and other minerals in said land) in all thaid lease or leases from the above described land; to live the total state of the same from the above described land; to live the WITNESS WHEREOF WE SIGN, this the	Consideration loss than \$100 no decumentary stemps required terest in all of the said oil, gas and other minerals in, on and under said poutfenances thereto in any wise belonging, with the right of lagress and mining, drilling and operating for said minerals and the maintenance of cling, treating and transporting such minerals and for housing and boarding auditenance and granter herein for himself and his heirs, executors for defend all land singular the said interest in said minerals, unto the said sy person whomsoever lawfully claiming or to claim the same or any part and required) to redeem for Grantor by Payment, any mortgages, taxes ent of default of payment by Grantor, and be subrogated to the rights of substitution oil, gas or other mineral lease or leases on said land, including also temporaneously made from grantor to granter; but, for the same consideration taigned and conveyed and by these presents does self, transfer, assign and the same undivided interest (as the undivided interest hereinabove conveyed the rights, rentals, royalties and other benefits accruing or to accrue under have and to hold unto granter, his heirs, successors and assigns.

<u>(SEAL)</u>

Corporation Acknowledgment - power ----

STATE OF OKLAHOMA COUNTY OF TULSA

AA.

On this the lat 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 corporation, and that he, as such president, being authorized so to do, executed the forgoing 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

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χ		OKLAHOMA			rided Interest)				
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	that	Phill	lps Inves	stmont C	orporation	(			
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h	as granted, se	old and convey	yed by these	presents do	es grant, sell an	d convey u	ito said grante	e an undivid	led
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c	ontaining	g 120 acre	es, more d Rump forma	or less erly, on	County Sta and bounded the East b	as foll y lands	ows; On the	ne No <b>rth</b> n <b>nie</b>	_
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(SEAL) 12-14-63

STATE OF OKLAHOMA )
COUNTY OF TULSA )

86.

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

In witness whereof I horeunto get my hand and official seal.

James A. Richards - seel affixed Notary Public - Oklahoma

C F Byrd Tract سيالان اير MINERAL RIGHT AND ROYALTY TRANSFER Oklahoma (To Undivided Interest) State of South Carolina KNOW ALL MEN BY THESE PRESENTS: . Phillips Investment Corporation Tulsa of..... 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 \$ 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-two titleti. (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-Colloton State of South Carolina, and described as follows: All those cortain tracts of land situated in Colleton County, South Carolina, containing 1412 acros, more or less, which was conveyed to C. F. Byrd, by the following Doeds:

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. Doed 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 Kalley, Ryan Oil Company, Evansville, Indiana Consideration less than \$100 no documentary clamps 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 whonspoever lawfully claiming or to claim the same or any part Grantee shall have the right at any time (but is not required) to redeem for Grantor by Payment, any morigages, 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 leave, of any, heretofore made or being contemporaneously made from grantor to grantee; but, for the same considerating hereinalione 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 accrus un said lease or leases from the above described land; to have and to hold unto granter, his heirs, successors and assigns. IN WITNESS WHEREOF WE SIGN, this the 1st day of June ned, sealed and delivered in the PHILLIPS INVESTMENT CORPORATION presence of:

(SEAL)

Prosident

(SEAL) ......9 5 (SEAL)

..... (SEAL)

(SEAL) /2-14-63 (SEAL)

STATE OF OKLAHOMA ) BB

On this the 1st day of June, 1963, before me, a Notary Public, the undersigned officer, personally appeared Donald M. Phillips, who acknow an ledged himself to be the president of Phillips Investment Corporation, and corporation, and that he, as such president, being authorized so to do, executed the foregoing instrument for the purposes therein contained, being an ame 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
Ny Commission expires March 20, 1967

./Craven Tract

### MINERAL RIGHT AND ROYALTY

ok , STATE OF SOU	Inhona PH-CARGENA	(To Undivided Interest)	
-	Tulsa	LNOW ALL MEN D	Y THESE PRESENTS:
that	Phillips Invest	. *************************************	
4			,,.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
hereinafter called		Tulsa more and referred to in the singul	County, State of South Caroll
	• • •	One and No/100	_

1.00 and other good and valuable considerations, paid by Poss 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-twentinth .... (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 purcel of land situated in the County of...

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. Cravon and Iva W. Cravon, his wife, by the following deods:

Dead 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.W.C. Office for Colleton County, S. C.

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

> Complétention less than \$100 : a 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 procession 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

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 granter to grantee; but, for the same consideration hereinabuve 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	tday of Juno 19 63
Signed, sealed and delivered in the preschee of:	PHILLIPS INVESTMENT COMPORATION
Secretary (SEAL)	(SEAL) (SEAL
(SEAL) /2-14-63	(SEAL) (SEAL

STATE OF OKLAHOMA )
COUNTY OF TULSA ) 65

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

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MINIOD AT DICTO	T AND ROYALTY TRANSFER
· · ·	To Undivided Interest)
OKLAHOMA ( STATE OF S <del>OUTH CAROLINA</del>	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
COUNTY OF Tulsa	KNOW ALL MEN BY THESE PRESENTS:
that Phillips Invostment	Corporation
	***************************************
of	Oklanoma  Tulsa County, State of South Estolina,
iereinalter called grantor (whether one or n	nore and referred to in the singular number and masculine gender),
	One and No/100 Dollars  able considerations, paid by ROSS No Phillips
he	ereinafter called grantee the receipt of which is hereby acknowledged,
ias granted, sold and conveyed by these pre	sents does grant, self and convey unto said grantee an undivided (1/20 th) interest in and to all of the oil, gas and other minerals of
	(
	, State of South Carolina, and described as follows:
	•
All that cortain tract o	f land situated in Colleton County,
South Carolina, containing 63	acres, more or less, which was conveyed
to Ray Jackson by the followi Deed from Mrs. B. E. Jac	ng deeds: kson and Bobbie Jackson to Ray Jackson ;
lood recorded in Book 77 at p	age 411, R.M.C. Office for Colleton County,
South Carolina.	
•	
	į į
	an oil and gas lease executed August 18,
	an oil and gas lease executed August 18, Oil Company, Evansville, Indiana.
	Oil Company, Evansville, Indiana.
	Oil Company, Evansville, Indiana.  Consideration lass
	Consideration loss than \$100 to documentary
	Consideration loss than \$100 to documentary
TO HAVE AND TO HOLD the said undivides and, together with all and singular the rights an gress, and possession at all times for the purpose actilities and means necessary or convenient for proge employers, unto said grantee, his heirs, successond administrators hereby agrees to warrant and ferantee, his heirs, successors and assigns against e	Consideration loss than \$100 to documentary
TO HAVE AND TO HOLD the said undivides and, together with all and singular the rights an architic and means necessary or convenient for programmers, and means necessary or convenient for programmers, his heirs, successond administrators hereby agrees to warrant and forantee, his heirs, successors and assigns against energof.  Grantee shall have the right at any time (but rother liens on the above described lands, in the	Consideration loss than \$100 to documentary of oxportenation in any wise belonging, with the right of ingress and of mining, drilling and operating for said minerals and the maintenance of roducing, treating and transporting such minerals and for housing and howed-was and assigns, forever; and grantor herein for himself and his heirs, executions over defend all land singular the said interest in said minerals, unto the said overer defend all land singular the said interest in said minerals, unto the said
TO HAVE AND TO HOLD the said undivides and, logether with all and singular the rights an grees, and possession at all times for the purpose actilities and means necessary or convenient for progrematives, unto said grantee, his heirs, successor and administrators hereby agrees to warrant and for rantee, his heirs, successors and assigns against entered.  Grantee shall have the right at any sime (but or other liens on the above described lands, in the not holder thereof.  This conveyance is made subject to any valid any mineral lease, of any, heretofore made or being of ereinabove mentioned, granter has sold, transferred convey unto grantee, his heirs, successors and assigns the oil, gas and other minerals in eaid land) in a	Consideration loss than \$100 m documentary etapp required interest in all of the said oil, gas and other minerals in, on and under said appartenances thereto in any wise belonging, with the right of ingress and of mining, drilling and operating for said minerals and the maintenance of roducing, treating and transporting such minerals and for housing and boardors and assigns, forever; and granter herein for himself and his heirs, executors or ever defend all land singular the said interest in said minerals, unto the said every person whomsoever lawfully claiming or to claim the same or any part is not required) to redeem for Granter by Payment, any mortgages, taxes
TO HAVE AND TO HOLD the said undivided and, together with all and singular the rights an great, and possession at all times for the purpose actilities and means necessary or convenient for programmers, his heirs, successon and administrators hereby agrees to warrant and forantee, his heirs, successors and assigns against entereof.  Grantee shall have the right at any sime (but or other liens on the above described lands, in the hir holder thereof.  This conveyance is made subject to any valid any mineral lease, of any, heretofore made or being dereinabove mentioned, grantor has sold, transferred onvey unto grantee, his heirs, successors and assigns the oil, gas and other minerals in said land) in a ald lesse or leases from the above described land;	Consideration loss than \$100 to documentary of apparent in all of the said oil, gas and other minerals in, on and under said dispursements thereto in any wise belonging, with the right of logress and of appurtenances thereto in any wise belonging, with the right of logress and of mining, drilling and operating for said minerals and the maintenance of roducing, treating and transporting such minerals and for housing and bowders and assigns, forever; and granter herein for himself and his heirs, executors orever defend all land singular the said interest in said minerals, unto the said every person whomsoever lawfully claiming or to claim the same or any part is not required) to rederin for Grantor by Payment, any mortgages, taxes event of default of payment by Grantor, and be subrogated to the rights of and subsisting oil, gas or other mineral lease or teases on said land, including also contemporaneously made from grantor to granter; but, for the same consideration is, assigned and conveyed and by these presents does sell, transfer, assign and no, the same undivided interest (as the undivided interest hereinabove conveyed all the rights, rentals, royalities and other benefits accruing or to accruse under
TO HAVE AND TO HOLD the said undivides and, together with all and singular the rights an igress, and possession at all times for the purpose actilities and means necessary or convenient for progremptovers, unto said grantee, his heirs, successor and assigns against entered.  Grantee shall have the right at any sime (but or other liens on the above described lands, in the hir holder thereof.  This conveyance is made subject to any valid an intermination meaning mercinators mentioned, granter has sold, transferred on very unto grantee, his heirs, successors and assign in the oil, gas and other minerals in said land) in a ald lesse or lesses from the above described land;  N WITNESS WHEREOF WE SIGN, this	Consideration loss than \$100 to documentary clumps required in the said oil, gas and other minerals in, on and under said appurtenances thereto in any wise belonging, with the right of logress and of mining, drilling and operating for said minerals and the maintenance of reducing, treating and transporting such minerals and for housing and boarders and assigns, forever; and granter herein for himself and his heirs, executors orever defend all land singular the said interest in said minerals, unto the said every person whomsoever lawfully claiming or to claim the same or any part is not required) to redeem for Grantor by Payment, any mortgages, taxes event of default of payment by Grantor, and be subrogated to the rights of and subsisting oil, gas or other mineral lease or leases on said land, including also contemporaneously made from grantor to grantee; but, for the same consideration is, assigned and conveyed and by these presents does sell, transfer, assign and now, the same undivided interest (as the undivided interest hereimabove conveyed all the rights, rentals, royalties and other benefits actruing or to actrue under to have and to hold unto grantee, his heirs, successors and assigns.
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TO HAVE AND TO HOLD the said undivides and, together with all and singular the rights an igress, and possession at all times for the purpose actilities and means necessary or convenient for progremptovers, unto said grantee, his heirs, successor and assigns against entered.  Grantee shall have the right at any sime (but or other liens on the above described lands, in the hir holder thereof.  This conveyance is made subject to any valid an intermination meaning mercinators mentioned, granter has sold, transferred on very unto grantee, his heirs, successors and assign in the oil, gas and other minerals in said land) in a ald lesse or lesses from the above described land;  N WITNESS WHEREOF WE SIGN, this	Consideration loss than \$100 to documentary because in all of the said oil, gas and other minerals in, on and under said oil appartenances thereto in any wise belonging, with the right of logress and of mining, drilling and operating for said minerals and the maintenance of roducing, treating and transporting such minerals and for housing and bowders and assigns, forever; and granter herein for himself and his heirs, executors or ever defend all land singular the said interest in said minerals, unto the said every person whomsoever lawfully claiming or to claim the same or any part is not required) to redeem for Grantor by Payment, any mortgages, taxes event of default of payment by Grantor, and be subrogated to the rights of and subsisting oil, gas or other mineral lesse or leases on said land, including also contemporaneously made from grantor to granter; but, for the same consideration is, assigned and conveyed and by these presents does sell, transfer, assign and on, the same undivided interest hereinabove conveyed all the rights, rentals, royalties and other benefits accruing or to accrue under to have and to hold unto grantee, his heirs, successors and assigns.

STATE OF OKLAHOMA ) BO.

On this the 1st day of June, 1963, before me, a Notary Public, the undersigned officer, personally appeared Donald M. Phillips, who acknow the ledged himself to be the president of Phillips Investment Corporation, of corporation, and that he, as such president, being authorized so to do, personally 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 scal.

James A. Richards - Seal affixed Notary Public - Oklahoma My Commission expires March 20, 1967 /5<sup>°</sup>

L Dandridge Tract		•	1	4
MÍNERAL RI	CHT AND D	OVATOV T	O A NICIPED	21 - 21 ( 21 - 1 (
ONLAHOMA			CHISPER	
TATE OF COUPH CAROLINA			A STATE	
The second secon	KN KN	OW ALL MEN BY	THESE PRES	ENTS:
COUNTY OF Tulsa		1.1	1. 1	**.4
Phillips In	vastment Corpe	oration .	10 L	· Francis
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1 1 1 to 1 to 1 to 1 to 1	Tulsa		County, State of	Oklahoma 'Soutr Earohm
ereinafter called grantor (whether on	e or more and refer	red to in the singula.	r number and ma	sculine gender
or and in consideration of the sum of."	one and	1 No/100		Dollar
1.00 and other good an	d valuable considera	itions, paid byRos	(5 M. PHILL)	ps
128 granted, sold and conveyed by the	ae presenta does gr	rant, sell and convey	unto said grant	ee an undivide
One-Twentieth				
very kind and character in, on or un				
Colleton	State of So	uth Carolina, and des	cribed as follows	i <b>:</b>
All that piece, parce	ol or tract of	f land situate	d. lving år	ıd .
peing in Sherman Township	State and Cor	unty State and	County afo	resaid
containing 120 acres, more	e or less and	bounded as fo	11ows; On t	he North
by lands of A. E. Rump for				
Nuckenfuss and of E. Addi: the West by lands of Eva !		outh by Kun Gi	HOTES FOR	Branch, 0
This conveyance is subject 1944 to Ryan and Kelley, I				
			e, Indiana.	
			e, Indiana.	ration-less
			Contider	ration-less
			Contider	estion-less documents
			Contider	estion-less documents
TO HAVE AND TO HOLD the said unit, together with all and singular the riggress, and possession at all times for the publifies and means necessary or convenienting employees, unto said grantee, his heirs, as and administrators hereby agrees to warrant rantee, his heirs, as	ndivided interest in all other sand appurtenances urpose of mining, drillin for producing, treating funccessors and assigns, funccessors and assigns, funccessors and forever defend all	is the said oil, gas and thereto in any wise being and operating for a gand transporting such orever; and grantor her land singular the said	Concluder than 2100; than 2100; stamps other minerals in, longing, with the ri aid minerals and tor it entire to himself and interest in said min	documento.  fogulrod  on and under as ght of ingress as he maintenance housing and boar histories, executo trals, unto the as
TO HAVE AND TO HULD the said united, together with all and singular the riggress, and possession at all times for the pucifities and means necessary or convenienting employees, unto said grantee, his heirs, and administrators hereby agrees to warrant rantee, his heirs, successors and assigns agreeof.  Grantee shall have the right at any timer other liens on the above described lands,	ndivided interest in all milits and appurtenances urpose of mining, drillin for producing, treating uccessors and assigns, fand forever defend all cainst every person who e (but is not required)	any, Evansvill  ithe said oil, gas and thereto in any wise be ug and operating for a ug and grantor her land singular the said omsoever lawfully claim to redeein for Granto	Connider than \$100; than \$100; stumpn other minerals in, longing, with the ri ainerals and to rimerals and for himself and interest in said min- ing or to claim the r by Payment, any	on and under as ght of ingress as he maintenance housing and boar his heirs, executo reals, unto the as marke or any property and the same or any property and the same or any property mortgages, tax
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TO HAVE AND TO HOLD the said unit, together with all and singular the riggress, and possession at all times for the publifier and means necessary or convenient significant means necessary or convenient and administrators hereby agrees to warrant ranter, his heirs, successors and assigns agreeful.  Grantee shall have the right at any time rother liens on the above described lands, he holder thereof.  This conveyance is made subject to any ymineral lease, of any, heretofore made or ereinabove mentioned, grantor has sold, tran povey unto grantee, his heirs, successors and the oil, gas and other minerals in said lansid lease or leases from the above described	ndivided interest in all a flits and appurtenances in the producing, traiting for producing, treating accessors and assigns, f and forever defend all cainst every person who e (but is not required) in the event of default valid and subsisting oil, being contemporaneous aferred, assigned and r d assigns, the same und id) in all the rights, re-	any, Evansvill  it is said oil, gas and thereto in any wise be ag and operating for a ag and operating for a and transforting such ocever; and grantor her land singular the said omsoever lawfully claim to redeem for Granto to f payment by Granto to f payment by Granto gas or other mineral lea by made from grantor to ouveyed and by there givided interest (as the u ntals, royalties and othe hold unto grantee, his h	Connider  Connider  than \$100 :  stompn  other minerals in, longing, with the riaid minerals and to minerals and for himself and minerals and for himself and minerals and for himself and side of the stomps, and be subrogated to be subrogated to the stomps, and be subrogated to the stomps, and be subrogated to the stomps, and be subrogated to the stomps of the stom	on and under as ght of ingress as he maintenance he maintenance his heirs, executo rals, unto the as mand or any particularly and the rights land, including all same considerations assign a reinabove convey or to accrue und assigns.
TO HAVE AND TO HOLD the said unand, together with all and singular the riggress, and possession at all times for the purchase, and means necessary or convenient and employees, unto said grantee, his heirs, and administrators hereby agrees to warrant crantee, his heirs, successors and assigns as hereof.  Grantee shall have the right at any time other liens on the above described lands, he holder thereof.	ndivided interest in all individed interest in all indits and appurtenances urpose of mining, drilling for producing, treating for producing, treating and forever defend all cainst every person who in the event of default valid and subsisting oil, being contemporaneous siferred, assigned and red assigns, the same und of) in all the rights, relland; to have and to it.	any, Evansvill  it the said oil, gas and thireto in any wise be ag and operating for a g and transporting such land singular the said omsoever lawfully claim to redeem for Granto t of payment by Grante gas or other unineral lea ly made from granter to unveyed and by these g livided interest (as the u ntals, royalties and othe hold unto grantee, his h	Connider  than 2100; stompn  other minerals in, longing, with the re aid minerals and te minerals and for it cin for himself and interest in said min- ing or to claim the re by Payment, any re, and be subrogat se or leases on said granter; but, for the reseants does sell, to ndivided interest he resents does sell, to ndivided interest he renefits accruing eire, successors and Juno	on and under as ght of ingress as he maintenance nousing and boar and or any particular of the fights of the rights as the considerable and co

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STATE OF OKLAHOMA ) 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 Phallips Investment Corporation, and 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

C F Byrd Trace

	HT AND ROYALTY TRANSFER
Oklahoma	(To Undivided Interest)
State of South Carolina	
COUNTY OF Tulsa	KNOW ALL MEN BY THESE PRESENTS:
that Phillips Inv	estment Corporation
•	
	, ,
	Oklahom
	Tulsa County, State of South Carol or more and referred to in the singular number and masculine gend
	One and No/100 Dot
	valuable considerations, paid by Ross M. Phillips
has granted, sold and conveyed by these	., hereinafter called grantee the receipt of which is hereby acknowled presents does grant, sell and convey unto said grantee an undivi
One-twentloth	(1/201) interest in and to all of the oil, gas and other mineral
every kind and character in, on or unde	er that certain tract or parcel of land situated in the County of
Colleton	, State of South Carolina, and described as follows:
South Carolina, containing to C. F. Byrd, by the follow	
page 22, R.M.C. Office for	to C. F. Byrd, recorded in Book 91 at Colleton County, S. C.
Deed from Farmers & Me	erchants Bank to C. F. Byrd, recorded
	H.C. Office for Culleton County, S. C. Notor Sales Co. to C. F. Nyrd, recorded
in Book 59 at Page 350, R.)	d.C. Office for Colleton County, S. C.
Deed from Farmers & Me	erchants Bank to C. F. Byrd, recorded
	N.C. Office for Colleton County, S. C.
This conveyance is subject	to un Oil and Gas Lease executed June 26, 19
This conveyance is subject	to an Oil and Gas Lease executed June 26, 19
This conveyance is subject	to an Oil and Gas Lease executed June 26, 19 il Company, Evansville, Indiana
This conveyance is subject	to an Oil and Gas Lease executed June 26, 19
This conveyance is subject	to an Oil and Gas Lease executed June 26, 19 il Company, Evansville, Indiana  (Convidentian Long
This conveyance is subject	to an Oil and Gas Lease executed June 26, 19 il Company, Evansville, Indiana  Consideration leng Chan \$200 is decumentary
This conveyance is subject to Ryan and K <sub>e</sub> lley, Ryan O	to an Oil and Gas Lease executed June 26, 19 il Company, Evansville, Indiana  Complexation lead Chan \$200 is documentary straight regularity
This conveyance is subject to Ryan and Kalley, Ryan Or TO HAVE AND TO HOLD the said undiland, together with all and singular the right egress, and possession at all times for the purplacibies and means necessary or convenient feing employees, unto said grantee, his heirs, sure and administrators hereby agrees to warrant a grantee, his heirs, successors and assigns again	to an Oil and Gas Lease executed June 26, 19 il Company, Evansville, Indiana  Consideration leng Chan \$200 is decumentary
TO HAVE AND TO HOLD the said undi- and, together with all and singular the right igness, and possession at all times for the purp aculaties and means necessary or convenient to- ing emphasees, unto said grantee, his heirs, sur- ind administrators hereby agrees to warrant a grantee, his heirs, successors and assigns again hereof.  Grantee shall have the right at any time for other liens on the above described lands, in	to an Oil and Gas Lease executed June 26, 19 11 Company, Evansville, Indiana  Compliantian load  that \$'Color documentary  otimpe required  and appurtenances thereto in any wise belonging, with the right of ingress  one of mining, drilling and operating for said minerals and the maintenance producing, treating and transporting such minerals and for housing and because and assigns, forever; and grantor herein for himself and his heirs, executed  nd forever defend all land singular the said interest in said minerals, unto the
TO HAVE AND TO HOLD the said undiand, together with all and singular the right regress, and possession at all times for the purgardines and means necessary or convenient feing employees, unto said grantee, his heirs, surfained administrators hereby agrees to warrant a grantee, his heirs, surfained administrators hereby agrees to warrant a grantee, his heirs, successors and assigns again thereof.  Grantee shall have the right at any time or other liens on the above described lands, in the holder thereof.  This conveyance is made subject to any valuary mineral leave, of any, heretofore made or be nereinabove mentioned, granter has sold, transfroncey unto grantee, his heirs, successors and a method, granter has sold, transfroncey unto grantee, his heirs, successors and a method, granter his said land)	to an Oil and Gas Loase executed June 26, 15 il Company, Evansville, Indiana  Chan \$200 : discumentary  otimpo required  is and appurtenances thereto in any wise belonging, with the right of ingress  some of mining, drilling, and operating for said minerals and of housing and  ressors and assigns, forever; and grantor herein for himself and his heirs, executed  not forever defend all land singular the said interest in said minerals, unto the  nast every person whomsoever lawfully claiming or to claim the same or any  (but is not required) to redeem for Grantor by Payment, any mortgages, or
This conveyance is subject to Ryan and Kalley, Ryan Order light and together with all and singular the right egress, and possession at all times for the purplacibility and means necessary or convenient feeing emphases, unto said grantee, his heirs, sureand administrators hereby agrees to warrant a grantee, his heirs, successors and assigns against the fee of th	Company, Evansville, Indiana  Company, Company, Company  Company
TO HAVE AND TO HOLD the said undi- land, together with all and singular the right egress, and possession at all times for the purp- lacibities and means necessary or convenient fo- ing employees, unto said grantee, his heirs, sur- and administrators hereby agrees to warrant a grantee, his heirs, successors and assigns again thereof.  Crantee shall have the right at any time or other liens on the above described lands, in the holder thereof.  This consequence is made subject to any val- any inneral lease, of any, heretofore made or he terinatione mentioned, grantur has sold, transf convey unto grantee, his heirs, successors and as in the oil, gas and other minerals in said land) said lease or leases from the above described in	Company, Evansville, Indiana  Company, Committee Committee  Committee
TO HAVE AND TO HOLD the said undiland, together with all and singular the right egress, and possession at all times for the purp facilities and means necessary or convenient foing employees, unto said granter, his heirs, successors and assigns again thereof.  Crantee shall have the right at any time or other liens on the above described lands, in the holder thereof.  This conveyance is made subject to any valuary sinneral leave, of any, heretofore made or he hereinabove mentioned, grantur has sold, transfer convey unto granter, his heirs, successors and a in the oil, gas and other minerals in said land) said lease or leaves from the above described in the WITNESS WHEREOF WE SIGN,	Company, Evansville, Indiana  Company, Company, Company  Company

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STATE OF OKLAHOMA ) BB.

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, accorporation, 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

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	O. L. J./Craven Tract	
	MINERAL RIGHT AND ROYALTY TRANSFER	
Ş	Oklahoma (To Undivided Interest)	
Ą	STATE OF SOUTH GAROLINA	
	COUNTY OF TUISA	
	that Phillips Investment Corporation	
.,	Okiahom.''	
ì	of Tulsa County, State of South Carolina, ereinafter called grantor (whether one or more and referred to in the singular number and masculine gender),	
ŧ	or and in consideration of the sum of One and Np/100 Dollars	
	1.00 and other good and valuable considerations, paid by Bounded M. Phillips  hereinafter called grantee the receipt of which is hereby acknowledged,	
ŀ	has granted, sold and conveyed by these presents does grant, sell and convey unto said grantee an undivided Once-twood Loth (1/20tl) 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	
	Collobon State of South Carolina, and described as follows:	\$
	All those certain tracts of land situated in the County of Colleton, South Carelina, containing 202 acres, more or less, which were	
	convoyed to L. J. O. Craven and Iva W. Craven, his wife, by the following	
	Dood from Mrs. Annie Milson, Mazel Wilson Spell, Lewis Wilson	
	and Annie Lee Milson to Tva Wilson Craven, recorded in Book 74 at Page 487, R.M.C. Office for Colleton County, S. C.	•
:	Dood from T. D. Smook to L. J. Gravon, recorded in Book 82 at Page 67, R.M.C. Office for Collaton 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.	•.
, <b>1</b>		•
	This conveyance is subject to an Oil and Gas Lease dated August 26, 1944 to Ryan and Kelley, Ryan Oil Company, Evansville, Indiana.	• • •
9	to Hydri and Marry; Nydri orr company; Nydriavirro; rindrana:	2 T
		.4
	Consideration less	
	than \$100 mm documentary at the proper condition in the proper condition in the proper condition in the property of the proper	
•		
	TO:HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals in, on and under said	
٠,	and, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and gress, and possession at all times for the purpose of mining, drilling, and operating for said minerals and the maintenance of	
j.	acilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and board- ing employees, unto said grantee, his heirs, successors and assigns, lovever; and granter herein for himself and his heirs, executors	
H	nd administrators hereby agrees to warrant and forever defend all land singular the said interest in said minerals, unto the said rantee, his heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part hereof.	
	Grantee shall have the right at any time (but is not required) to redeem for Grantor by Payment, any mortgages, taxes	
	r other liens on the above described lands, in the event of defauls of payment by Grantor, and be subrogated to the sights of he 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 mineral lease, of any, heretofore made or being contemporaneously made from granter to granter; but, for the same consideration	•
c	ereinabove mentioned, grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and onvey unto grantee, his heirs, successors and assigns, the same undivided interest (as the undivided interest hereinabove conveyed	
	n the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under aid lesse or leases from the above described land; to have and to hold unto grantee, his heirs, successors and assigns.	
ı	N WITNESS WHEREOF WE SIGN, this the 15t day of June 19 63	·
4	igned, scaled and delivered in the	<b>1</b> 1
1	PHILLIPS INVESTMENT COMPORATION WAS A COMPORATION OF THE COMPORATION O	N
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	(SEAL) (SEAL) (SEAL)	AL)

AND THE PROPERTY OF THE PROPER

Corporation Acknowledgment - South Carolina

STATE OF OKLAHOMA )
COUNTY OF TULSA ) 88.

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, accorporation, 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

(SEAL)

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Ray Jackson Tract			<del>- , , ; ; ; ; - , ; ; ; ; ; ; ; ; ; ; ; </del>	
MINERAL OKLAHONA STATE OF SOUTH CAROLINA	RIGHT AND	ided Interest)	TY TRANSF	ER
COUNTY OF Tulsa	The state of the s		MEN BY THESE F	RESENTS
that Phillips Inv	estment Corpoi	ration		
<b>4</b>	,1			4
hereinafter called grantor (whethe	r one or more and	referred to in the	singular numbet at	nd masculine gender),
\$ 1.00 and other goo		· •	-	
has granted, sold and conveyed by One-twontleth	y these presents do-	es grant, sell and	i convey unto said	grantee an undivided
every kind and character in, on c Colloton	or under that certain	tract or parcel (	of land situated in th	e County of
All that certain South Carolina, contai to Ray Jackson by the Dood from Mrs. B. dood recorded in Book South Carolina.	ning 63 acrus following deed E. Jackson ai	, more or le ls: nd Bobbie Ja	ess, which wa ackson to Ray	s conveyed Jackson
This convoyance is sub 1944 to Ryan and K <sub>e</sub> lle				
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TO HAVE AND TO HOLD the signal, together with all and singular the egress, and possession at all times for facilities and means necessary or conveing employees, unto said grantee, his he and administrators hereby agrees to we grantee, his heirs, successors and assignance.	he rights and appurten the purpose of mining, rulent for producing, tr irs, successors and assi- arrant and forever defe	ances thereto in an driffing and operat eating and transpos gns, forever; and gr nd all land singular	y wise belonging, with ing for said minerals iting such minerals and antor herein for himsel the said interest in sai	the right of Ingress and and the maintenance of d for housing and hoard- if and his heirs, executors id minerals, unto the said
Grantee shall have the right at an or other liens on the above described the holder thereof.				
This conveyance is made subject to any mineral lease, of any, heretofore ma hereinabove mentioned, grantor has sold convey unto grantee, his heirs, successo in the oil, gas and other minerals in sa said lease or leases from the above des-	de or being contemporal, transferred, assigned or and assigns, the samid land) in all the righ	neoùsly made from ; and conveyed and l e undivided interes; ts, fentals, royaltje;	grantor to grantee; but, by these presents does (as the undivided inter and other benefits acc	for the same consideration sell, transfer, whigh and rest hereinabove conveyed truing or to accept under
IN WITNESS WHEREOF WE	SIGN, this the	lst	day of June	, <sub>19</sub> 63
Signed, scaled and delivered in the		P	ULLIPS INVES	THENT CORPORATI
Signed, scaled and delivered in the ST; presence of: SEAL SEAL SEAL SOCRETARY	ih Class	Ä	SEAK, and file	Hillips (SE
Secretary	•	•		Prosident

AND THE STATE OF

STATE OF OKLAHOMA )
COUNTY OF TULSA ) BB.

On this the 1st day of June, 1963, before me, a Notary Public, the undissigned 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/seal.

James A. Richards Seal affixed Notary Public - Oklahoma

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### L Dandridge Tract

MINERAL RIGHT AND ROYALTY TRANSFER · (To Undivided Interest) OKLAHOMA STATE OF COUTH CARGLINA KNOW ALL MEN BY THESE PRESENTS: KOUNTY OF.... Tulsa County, State of South Caroli 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 \$ 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-Twontioth (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 ...... Colloton 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 Pon Branch, on the Wost by lands of Eva Durant. This conveyance is subject to an Oil and Gas Lease executed September 1944 to Ryan and Kelley, Ryan Oil Company, Evansville, Indiana. Connideratifu lera than \$100 to do marking teritoper regulariate TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other princests 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 berein for himself and hir 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 aubrogated to the rights of 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 leave, of any, heretolore made or being contemporaneously made from granter to granter; but, for the same consideration hereinabove mentioned, granter has sold, transferted, 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 hereinabovs conveyed in the oil, gas and other minerals in sald 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 PHILLIPS INVESTMENT CORPORATION presence of: ECKL (SEAL) 17.39.49. 17.41 egérklyalk g .....(SEAL)

# Corporation Acknowledgment - South Carolina

STATE OF OKLAHOMA ) GB.

On this the 1st day of June, 1963, before me, a Notary Public, the unconsigned officer, personally appeared Donald M. Phillips, who acknowledged public self 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/seal.

James A. Richards Seal affixed Notary Public - Oklahoma

My Commission expires March 20, 1967

C F Byrd Tract

## MINERAL RIGHT AND ROYALTY TRANSFER

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hereinafter call	ed grantor (whether on	ie or more and refe	rred to in the singular	number and masculis	ne gender),
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Col	leton	State of S	outh Carolina, and desc	ribed as follows:	<u> </u>
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	olina, containin			which was con	veyed
	Byrd, by the fol from T. D. Byrd			Book 91 at	
page 22, h	≀.M.C. Office fo	or Colleton G	ounty, S. C.		
	from Farmors & 2 at Pago 450, R				
	from Walterboro				. •
	at Page 350, R				
	from Farmers &				
in Book 68	B at Page 544, 8	R.M.C. Office	for Colleton Co	ounty, S. C.	
<u>(</u>				4.0	
This conve	yanco is subjec	t to an Oll a	and Gas Lease of	xecuted June 2	6, 1944
to Ryan ar	nd K <sub>e</sub> lley, Ryan	Oil Company,	Evansville, Inc	liana	
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land, together wi egress, and posses facilities and mea- ing employees, un- and administrator	AND TO HOLD the said usith all and singular the ri- saion at all times for the points necessary or convenient no said grantee, his heles, so so hereby agrees to warran	ghts and appurtenance surpose of mining, drift t for producing, treati successors and assigns, it and forever defend i	es thereto in any wise belo ling and operating for sai ng and trausporting such i forever; and grantur herei	nging, with the right of minerals and the minerals and for housing to himself and his he terest in a sid minerals.	f ingress and sintenance of g and board- irs, executors
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# Corporation Admowledgment - South Carolina

STATE OF OKLAHOMA )
COUNTY OF TULSA ) BB.

On this the 1st day of June, 1963, before me, a Notary Public, the uncertaint of the president of Phillips Investment Corporation, a corporation and that he, as such President, being authorized so to do, executed the foresting 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/seal.

James A. Richards Seal affixed Notary Public - Oklahoma

My Commission expires March 20, 1967

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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......

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 S, 1955, recorded in the Office of the Clerk of Court for Colleton County in Plat Book S, 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 Doed Book 134, page 317. For assignment of Interest see the Book Page 230

Recorded Dec 17- 1963

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COUNTY OF COUNTY OF STATES

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<u> </u>	(\$ 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 the	ereof being acknowledged by the Association). Upon the payment unto said Association
of the further sum of Pive T	housand, Seven Hundred and No/100
	(\$ 5,700.00 ) Dollars,
	of six (6%) per cent per annum, until paid in full; subject to the recitals hereinafter mants and agrees, and binds itself and its successors and assigns, to convey the above-
decribed real property unto the s	aid. John R. Garvin, his
	ors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple.  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 Porty-two and 50/100
	(\$ 42.50) Dollars
	of Pebruary, 19 64 , and on the first day of each month thereafter
per annum. The said monthly pay said Contract of Sale, computed n ance as shall from time to time b thereof, with interest thereon at the payment to that extent as a credit parincipal and interest, taxes and in	fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) per cent ments shall be applied as follows, to wit: First, to the payment of interest due on the northly. Second, to the payment by the Association of such taxes, assessments, or insurceome due on the property pledged to secure this Contract of Sale during the terms of rate of six (6%) per cent per annum. Third, the balance of the said amount to the as of that date on the principal of this obligation. Said payments to continue until the saurance, with interest as herein provided, are paid in full.
3. When the principal of a	aid obligation shall have been reduced to the sum of
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all encumbrances, except such as a delivery of such Deed, execute an	se to be delivered, to the Purchaser a Deed in fee to the said premises, free and clear of re herein assumed by the Purchaser, and the Purchaser shall, upon the execution and d deliver to the Association a Note and First Mortgage Lien over the above-described
property for said sum of	
wi - 1, 1, 2 - 1, 1, 2 - 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,	(\$) Dollare,
payable in monthly installments, w prescribed by said Association.	ith interest thereon at the rate of six (6%) per cent per annum, until paid in full, as
	o have the immediate possession and use of the said premises, and he (she) is to do no not would injure or depreciate the value of the same.
	Purchaser shall pay all taxes, insurance and water rents chargeable against the said nents 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 8even and 50/100
which is equal to one-twelfth of this insurance on the premises, over an	(\$.7.50 Dollars, ne amount approximately necessary annually to pay the amount of taxes, assessments and above the installment, which amounts are to be retained by the Association and paid. The Association reserves the right to increase or decrease this payment should there be a sor insurance premium.
	to pay for the documentary stamps to be affixed to the Deed in connection with this

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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 Docember ... 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:

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas, President.

ATTEST:

James G. Thomas, Manager.

John R. Garvin Purchaser.

(SEAL)

John R. Miles

(SEAL)

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-Page Three-

who, on oath, says that Sh l'resident, sign the within	n Sales Contract, and C	and a contraction	nacionalistica da 112 MgD	MC attest the san	ne, and the m	aid Corpor
tion, by said officers, seal :	said Contract, and, as its	act and deed, deliver	the same, and the	Me with		
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being privately and separa		did declare that she	does freely, volunt	aid this day app arily, and withor	ear belote me It any compu	i, and, up drion, dr
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	(\$ 64000,00 ) Dollar
to be paid in the manne	r following: The sum of Three Hundred and No/100
	(\$ 300.00 Dollar
	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) Dollar
•	at the rate of six (6%) per cent per annum, until paid in full; subject to the recitals hereinafte
set forth, the said Assoc	ciation 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
,	
	irs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple numbrances. The said principal and interest shall be payable at the offices of said Association, No
920 Bay Street, Beaufo	rt, South Carolina, in monthly installments of Forty-two and 50/100
	(\$ 42.50) Dolla
nutil the principal and it per annum. The said me said Contract of Sale, counce as shall from time thereof, with interest the symmet to that extent principal and interest, to 3. When the principal said interest, to the Association will deli-	re first day of Pebruary 19 64, and on the first day of each month thereafter interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) per cent onthly payments shall be applied as follows, to wit: First, to the payment of interest due on the omputed monthly. Second, to the payment by the Association of such taxes, assessments, or insure to time become due on the property pledged to secure this Contract of Sale during the term ereon at the rate of six (6%) per cent per annum. Third, the balance of the said amount to the association as a credit as of that date on the principal of this obligation. Said payments to continue until the axes and insurance, with interest as herein provided, are paid in full.  Incipal of said obligation shall have been reduced to the sum of 100 pollar over, or cause to be delivered, to the Purchaser a Deed in fee to the said premises, free and clear of the such as are herein assumed by the Purchaser, and the Purchaser shall, upon the execution an execute and deliver to the Association a Note and First Mortgage Lien over the above-describe
property for said sum of	
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•	Ulments, with interest thereon at the rate of six (6%) per cent per annum, until paid in full, a sciation.
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(16, jour 32) ----- Carroll and undersail xis. is stuffered years a base the ला क्ष्म क्ष 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.

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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, he 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 ... Docember ... 196 3 ... and witness the Hand and Seal of the within ... John R. Garvin ... 13th day of ... Docember ... 196 3 ... and witness the Hand and Seal of the within ... Docember ... 196 3 ... and witness the Hand and Seal of the within ... Docember ... 196 3 ... and witness the Hand and Seal of the within ... Docember ... 196 3 ... and witness the Hand and Seal of the within ... Docember ... 196 3 ... and witness the Hand and Seal of the within ... Docember ... 196 3 ... and witness the Hand and Seal of the within ... Docember ... 196 3 ... and witness the Hand and Seal of the within ... Docember ... 196 3 ... and witness the Hand and Seal of the within ... Docember ... 196 3 ... and witness the Hand and Seal of the within ... Docember ... 196 3 ... and witness the Hand and Seal of the within ... 196 3 ... and witness the Hand and Seal of the within ... 196 3 ... and witness the Hand and Seal of the within ... 196 3 ... and witness the Hand and Seal of the within ... 196 3 ... and witness the Hand and Seal of the within ... 196 3 ... and witness the Hand and Seal of the within ... 196 3 ... and witness the Hand and Seal of the within ... 196 3 ... and witness the Hand and Seal of the within ... 196 3 ... and witness the Hand and Seal of the within ... 196 3 ... and witness the Hand and Seal of the within ... 196 3 ... and witness the Hand and Seal of the within ... 196 3 ... and witness the Hand and Seal of the within ... 196 3 ... and witness the Hand and Seal of the within ... 196 3 ... and witness the Hand and Seal of the within ... 196 3 ... and witness the Hand and Seal of the with

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85A STATE OF SOUTH CAROLINA, COUNTY OF Beaufort Julie M. Lendreth PERSONALLY appeared before me ...... who, on oath, says that she saw the within-named First Federal Savings and Loan Association of Beaufort, by Calhoun Thomas, its James Co. Thomas, its Manager President, sign the within Sales Contract, and Carbon and Carb tion, by said officers, seal said Contract, and, as its act and deed, deliver the same, and tha he with Myrtlo G. Lope ....witnessed the execution thereof. Julia M. Sandrett SWORN to before me, this ...... day of \_\_\_\_\_ Docember Mydle & Cape (SEAL)
Notary Public for South Carolina. STATE OF SOUTH CAROLINA. Colleton COUNTY OF PERSONALLY appeared before me J. W. Skarla John R. Garvin ...... act and deed, deliver the within-written Sales Contract; and that he with. SWORN to before me, this ... Docember Notary Public for South Carolina. STATE OF SOUTH CAROLINA, Colleton COUNTY OF James W Skardon a Notary Public for South May Smook Garvin Carolina, do hereby certify unto all whom it may concern, that Mrs. ...... John R. Garvin the wife of the within-named ............... 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 assigus, 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 .. Docomber

STATE OF SOUTH CAROLINA, COUNTY OF COLLETON

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BEAUFORT

то

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

7<sup>107</sup> S. L. STORY HERENCY, COLUMN, S.

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إر	WOOD PURCHASE LEASE	Original to Helvules Powder Company
	STATE OF _South_Carolina	Duplicate to Owner
. 7	COUNTY OF Colleton	•
	I. Ruth H. Cooler hereinafter called "HERCULES," its successors and assigns, all of and stumps, hereinafter called "Wood," acceptable and suitable for processing by HERCULES, located of	reby sell and convey to if the dead pine top wood on the following described
۱,	land in Colleton County, State of South Carolina	$\mathcal{E}_{C}$
Ŋ	WRITE DESCRIPTION OR CHECK PLAT IF IN BUT ONS SECTION TOWNSHIP BANGE SECTION ACRES OTHERWISE WRITE DESCRIPTION	
No.	Consisting of 545 acres, more or less, lying approximately ()6 miles North of the village of Rounds, Colleton County, S.	<u>a</u>
3	Bounded on the East by Hiway #45, on the North by Hiway #34	
Ā	South by the run of the branch.	Sha-
1	33344 44 444 444 444 444 444 444 444 44	<u> </u>
Ŋ	This lease is made in consideration of one of the two methods of payment as follows:	
	1cash in hand paid, receipt of which is hereby acknowledged by the OWNER,	
4	<ol> <li>B1 = OO per ton for each ton of wood removed by HERCULES from above land, settle following removal.</li> </ol>	ment to be made monthly
	The OWNER expressly warrants and guarantees to HERCULES that there are no other leases ing against said wood, that he has a good, clear and unencumbered title to said wood and that he wood and receive the consideration therefor.	has the right to sell said
	This lease shall remain in effect until all the acceptable wood has been removed, but in no every years from data.	ent longer than One (1)
	The owner shall have the right to eliminate from Hercules	operations
. A	areas containing unusually heavy young growth of pine trees.	The
7	determination by the owner that an area to be eliminated con heavy young growth may not be disputed by Hercules.	tains unusually
7		
1		
. 7		
4	Signed, this the 3rd day of January 64	
	OWNER Address	Witness
. 4	&4. Coole waltering PCD. 10	shuson
1	Husband	
48	Rent Il Co-aler 205 Pichburne Street Leurs	P. meller
1	Wife Walterboro, S. C.	Final Community of the
1	HERCULES POWDER COMPANY	•
À	P. O. Drawer 1517 Brunswick, Georgia	marine
3		000
	(1) Losey	O Charstan
	STATE OF Fourth Carolina	7 8
-4		asle
	COUNTY OF Calleton	
1	I hereby certify that on this day before me personally appeared	end and
	Rettle H. Coalla, his wife, to me well known and known to me to be the in	dividuals described in and
	who executed the foregoing instrument and acknowledged before me that they executed the same amentioned.	or the purposes therein
Ä	Witness my hand and official seal, this 3 dd day of felleray	10 6 4
7	yan / Of the ide	DO 11 0
	Recorded Jan 18-1964 Notary	iblie of C
V,	worder part - 110 T	

DEEDS J. Carly Cares. 

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	FARMERS H	ONE ADMINISTRATION .	,	
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Section 1985 and the	OPTION TO PUR	CHASE REAL PROF	ERTY :	a egyt
and the control of the second	1.1			ا مامی <sup>م</sup> پاه
1. In consideration of the sum	of \$00±00			erations, the receipt and
versof, hereby, for himself and				
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	<del>Rt. 2, Raffin, 8</del> (Na	me and address)		
/hassinafine called the "Buyer")	and bambu names as the said	d Drugge she analysis and to		د را در
(hereinafter called the "Buyer"),	and nereby grants to the said	naket the excinsise and fit	evocable obtion and t	ight to purchase, under
the conditions hereinafter provide	ed, the following-described pr	openy, located in	Colleton	County, State of
South Carolina	<u>-</u> 1			•
• • • • • • • • • • • • • • • • • • • •				
(Insert here full and comple	ere regal description of the pr	obetta rucingruff and avies ti	ghts and water stocks	being purchased)
•	•			
Tract # 7 on said South and Souther	eing Tract # 8 on ated April and Hay d plat; On the Eas ast by lands of Ed	the division plat 1957, and bounded t by U. S. Highway	of S. S. Smoo I: On the Nort	h by the
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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 lease(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/9:12,000a00 ; said amount bein 989.12hd to t

\$00,00 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, concomination of the control of the con

The description of the contract of the contrac

(Minke mapping tole ranguage above of most therein 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.

1. The Seller further agrees to convey said property to the Buyer by general warranty deed (except where the law provides otherwise for onveyances by trustees, officers of courts, etc.) in the form, manner and at the time required by the Government, conveying to the Buyer valid, unencumbered, indeteasible fee-simple title to said property meeting all requirements of the Government; that the purchase price hall 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 calendat 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.

(Insect here any different tax agreement)

STAN OF THA

	acceptance of the offer herei	in soVirg	rinia B. Sernden	<u> </u>	
121 Moore Sta	reet	in the city of	Walterboro	·	
County of Co	olleton	, State of	South Carol	ina	
he offer herein shall remain	until	December 15, 19	964		~~
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ny time afterente Decembe	ar 15.196/ x000000	irrevocable period prov	ided herein traculturation	MICROGROSSICO (1900)	200
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notice is received by him sha	Il constitute a valid acceptar	nce of the option.		-	
, ,	roperty by fire or from an			•	
recorded, and in the event the may elect to accept conveyance					or I
•			•	•	
10. Insert here conditions pe	tunar to particular transacti	on. , ,		•	
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and its daily amented corporate seal to be hereunto affixed by its	Sorwy, #
(COMPORATE SEAL)	700
ATTEST:	(Name of corporation)
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OCHE THAT:

In consideration of \$1.00 and other valuable consideration, receipt whereof is hereby spinowledged, Grantor does hereby grant, bargain, sell, convey, assign, transfer and set over unto Grantze, its numbersors and nestgne, the Follow Unit:

- The interests and property described and sat forth in Exhibit A attached hereto and made a part hereof; and
- All of Granor's rights, little and interests, of every kind and character (including, but not by way of limitation, fee interests, curful. Interests, almoint laterests, 'royalty interests, overriding royalty interests, oil, gas and mineral leasehold interests, working interests, leading rights, rights to receive bonuses, rents and royulties, and sil 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 much rights, titles and interests be incorrectly or insufficiently described or referred so in or a decemption thereof be omitted. from, said Exhibit A; and
- All of Grantor's rights, titles and interpole in, to and under, or derived from, pooling agreements and orders of regulatory agencies providing for pooling or unitidation, in so far as the same cover or relate to the rights, tiples and interests described or referred to in chance A and B hereinshove, whether or not such agreements and orders he described in soid Exhibit A,

together with all rights incidental thereio.

TO HAVE AND TO HOLD the wights, willes out interests hereby conveyed, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in anywise belonging, unio Grantee, its nuccessors and assigns, forever. This Convergence is without mar. only, express or implied, but is under with full substitution and subregation of Grantee in and to all covenants and warranties by others heretofore given or made in respect of the interests

IN WITHERS MEDREOF, this Conveyance has been executed as of the day and year first above written.

CRESCENT OIL AND GAS CORPORATION

ATTEST:

John Bice Barry deny

\*(Corporate Seul)

STATE OF OKLAHOMA

COUNTY OF THUCK

On this TBth day of February, A.D., 1964, before me. Mary W. Brown, A Nothery Public In and for the County and State aforenaid, personally appeared John E. Barry. Vice President of CRESCENT OIL AND GAS CORPORATION, and B. J. Gall. Assistant Convetary of said Corporation, personally known to me to be nort differen and the persons who subscribed the same of the anker to the Covered by the trument dated January 1, 1964, and whose names are subscribed thereto and upon being duty sworn by me, they neverally suknowledged that as much Vice Provident and Austriant Secretary, they signed, encouted and delivered said instrument in the same of and on behalf of said Corporation as such officers of raid Corporation, and declared that the statements therein rentained are true, and massed the corporate sent 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 not and deed, and as the free and voluntary set and deed of anid Corporation, for the norm, purposes and considerations therein set

WITHESS my hand and official seal of office.

Mary W. Brown

Eary U. Brown, Hotary Public for Tules County,

By commission exploses (February 19, 1968) i

Continued next Page

EXHIBIT. "A"

Land March

## COLLETON COUNTY, SOUTH CAROLINA

89:

A-838 An undivided f fully participating, perpetual interest in the cil, 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 Carclina more particularly described as follows: All that tract of land containing 65,75 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. F. 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 Forry Road; Northeast by lands of Garvin; East by lands of F. B. and R. S. Bradley, known as the Hart tract; by lands of H. M. Tuten, by lands of Reynolds, and by lands of Garvin; East by lands 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 Cottagoville; and by larry M. Fripp, Surveyor, dated 21 August, 1943, whit said triangular strip defined thoreon in red lines by said surveyor by addenda dated 13 January 1944. Excluding therefrom, howev

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 \( \frac{1}{2} \) fully participating, perpetual interest in the oil, \( \frac{1}{238} \) and minerals in and under that tract of land situated, lying and being in Sheridan Township - ll6 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, Oco. H. Hacker Public Road and by lands of Tom Dandridge, conveying in all ll6 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.

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STATE OF SOUTH CARCLINA COUNTY OF COLLETON ... Alexandre, the provides bosses in this to be in the linear papers

This CONTRACT AND AGREEMENT, made and concluded this lith 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 PIRST NATIONAL BANK OF ST. GEORGE, a corporation organised and existing under the laws of the United States of America, hereinafter called the Lessoe.

whereas, FIRST NATIONAL BANK OF ST. GRORGE has agreed to construct on the property hereinafter described a building for the purposes of conducting a banking business, the plans and specifiof said building having been agreed upon by the Lessor and Lessoe:

## NOW, THEREFORE, THIS AGREEMENT WITHESSETH!

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 Walterbore, Colleton County, South Carolina; butting, bounding and measuring, as shown by the plat hereinafter mentiomed, 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 3. S. Snook, Registered Lami Surveyor, dated
May 4, 1984, said plat being recorded in the office of the Clerk of Court for Colleton County in Plat Book //, at page 2.00, 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, 1039, and recorded in the Clerk's Office aforesaid in Deed Book 78, 24, page 243.

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Recorded may 12. 1964

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8. TO HAVE AND TO HOLD, all and singular, the premises hereby demised unto PIRST NATIONAL BANK OF ST. GEORGE, its Succe and Assigns, from the first day of November, 1984, 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. 5. That FIRST NATIONAL BANK OF ST. DEDROE, 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 such 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 Lessoe.

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 Lesser shall have the Lesser shall have the Lesser shall have the Lesser shall have the right to use said parking area jointly with the Lessee as a right-of-way and/or for parking purposes.

BANK OF ST. GEORGE shall be considered the owner of the bank building for all purposes whatsoever, and shall, during said term,

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absigns, and against every possed showsover lastually claiming, maintain the building suitable for its use and occupancy, pay the or to this the same or any part shower, during the laste may deem or against hereon, and also for such insurance as the lesses may deem or against hereunder by these and head or at the lesses may deem necessary or desirable.

- 6. The Lessor shall not sell, rent or lease to any person, In Wishesd history is distributed to the anti-field corporation or institution whatsoever, any portion of the MATITALS ENGLOSS. I was a vocal and the corporation by Deed dated examined as their subjective corporates. The Clerk of Court criticare therefore my factory in Deed Book 78, page 243, of which the lot be used to be a part of the Clerk of the Court 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 COMPONATION does hereby bind itself, its
  Successors and Assigns, to warrant and defend, all and singular,
  the said premises unto FIRST NATIONAL RANK OF ST. GEORGE, its
  Successors and Assigns, against itself and its Successors and

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eau the Chacabase Tiotal design and Applement where the stocker the soft blemfees supplied attack Assigns, and against every person whomsoever lawfully claiming, or to claim the same of any part thereof, during the term of occupancy hereunder by FIRST NATIONAL BARK OF ST. GEORGE, its Successors and Assigns. 2 PARTY A PROBLEM S. PORTO. POR LANK OF ST. GEORGE AND COLLECT IN Witness Whereof, LUCAS REALTY CORPORATION and PIRST. NATIONAL BANK OF ST. GEORGE have caused these Presents to be executed in their respective corporated mames, by their property, officers thereunder duly authorised, and their corporate scales to be affixed hereto, on the date first above written. A Access to be affixed hereto, on the date first above written.

in the Presence of:

By Paul Lucas President

John Wilson Patrick

Secretary

Corp. Seal office (SEAL)

ACESUAL OF SOUR OFFICERS

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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. Mettles, 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.

Gerall C. Smark

SWORN to before me this lith day of May, A. D., 1964.

HOTANY PUBLIC, SOUTH CAROLINA

STATE OF SOUTH CAROLINA COUNTY OF COLLETON

PERSONALLY appeared before me Gerald C. Smook and made oath that he saw the within named FIRST NATIONAL BANK OF ST.

OEORGE by J. C. NgAlhany, 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.

Gerall C. Smook

SWORN to before me this

HOTARY PUBLIC, SOUTH CAROLINA (SEAL)

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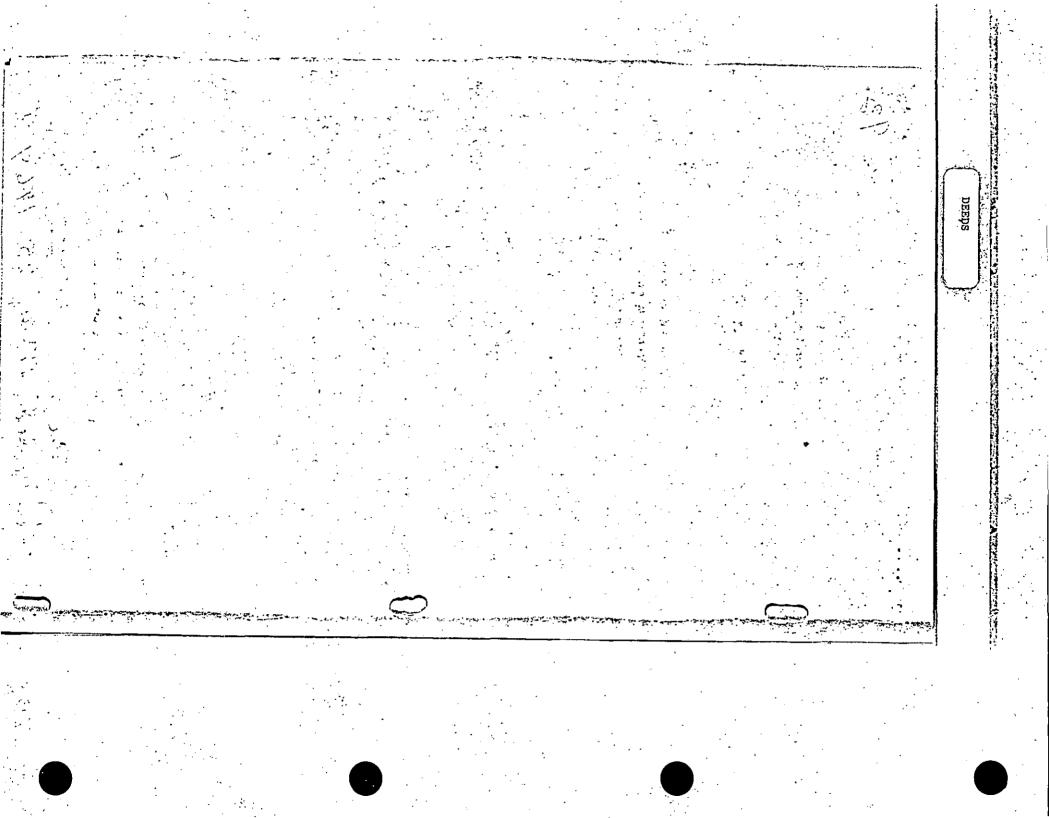
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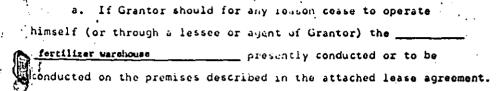
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(BEVE)

4	OPTION BALLS CARRY OF A 9
	THIS ACHITEMENT, mode and enters lints this _25th_day of
•	1964. by the called ALERICAN AGRICULTURAL
	CHEMICAL COMPANY, a Delaware coupling on, hareinafter referred
	to as "AAC", and
	hereinafter referred to as mare to:
•	
1.	Grantor hereby gives and other little AAC, upon and subject to-
1	the terms and conditions herein ite. t forth, an exclusive option &
•	to purchase the following described property located in colleten
	County, South Caralina
-	All that certain piece, parcel or tract of land situate, lying and being at Stephens Crossroads, Caleton County, South Carolina measuring and containing Two (2) Acras, more or less, and bounded on the North by lands of C. H. Nettles, formerly of Hattle Vachouts On the East and South by lands or Mr. Harry R. Kinard; and on the together with all and other continued on Appendix 1.
	improvements and apportunions with. thereto and situated thereon.
	together with right of ingress and of car to said property. All of
•	the foregoing property, whether fear or personal, tangible or intangible.
e iii Ne	corporeal or immersoreal, is negernance for convenience referred to the
	as "said promises."
	1. CONSIDERATION FOR OPTION AND TOTAL FUNCHASE PRICE
٧,	The consideration for the ortion herein granted is the
• ;	sum of 51.00 and other valuable control mation received from AAC, which was
•	consideration includes the guarantee by AAC, of certain promissory Note
!	of Grantor to the SOUTH CAROLINA NATIONAL BANK ("Bank"), the
	sufficiency of said consideration bein; hereby acknowledged by Grantor.
.,	The purchase price of sero promises shall be Marker
_	Value Dollars ( ) plus or minus such sums
4.	a may be a propriete in accordance und, the adjustments hereinafter
, j2	rovided for.
j	2. COMDITIONS, TIME AND MANUEL FOR EXERCISING OPTION
•	The option herein grunter have be exercised at any time by
	(o, its successors one alshysh between the same hereof and the 25th
<u>.</u>	by of Fourtary . 1972, or the date that the guaranties Notal
	(Continued on Page 2)
	Recorded May 25-1964



is fully-paid, whichever is larged many the happening of one or 94



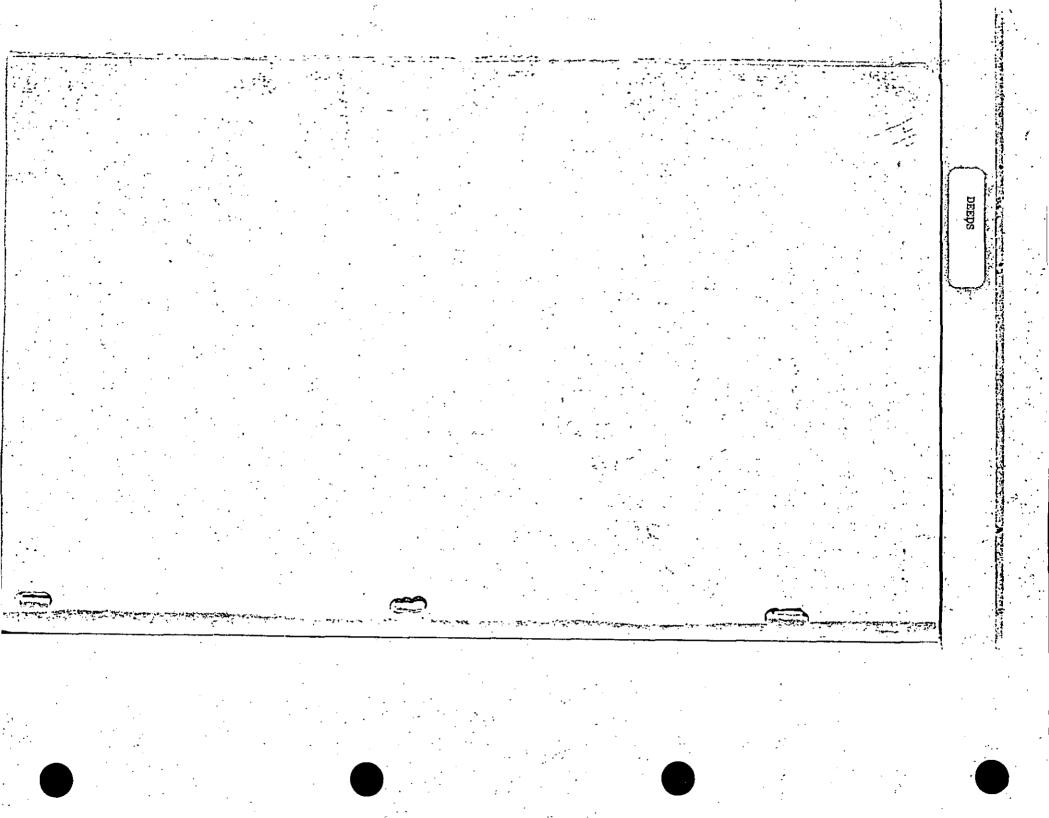
- b. Failure of Grantor upon demand by Bank or AAC to pay and discharge the Note (s) or any installments thereon according to the tenor of the Note(s).
- c. Upon the beach by Grantur of any of the conditions of the Warehousing Agreement between the parties hereto dated February 25, 1964 (or any renewal 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, mandle, 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 the of the above conditions shall not wrive 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 Grant's 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, main— Partitizer 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 in it exercises this option are subject to compliance upon, or by the time of, the closing

(Continued on Page 3)



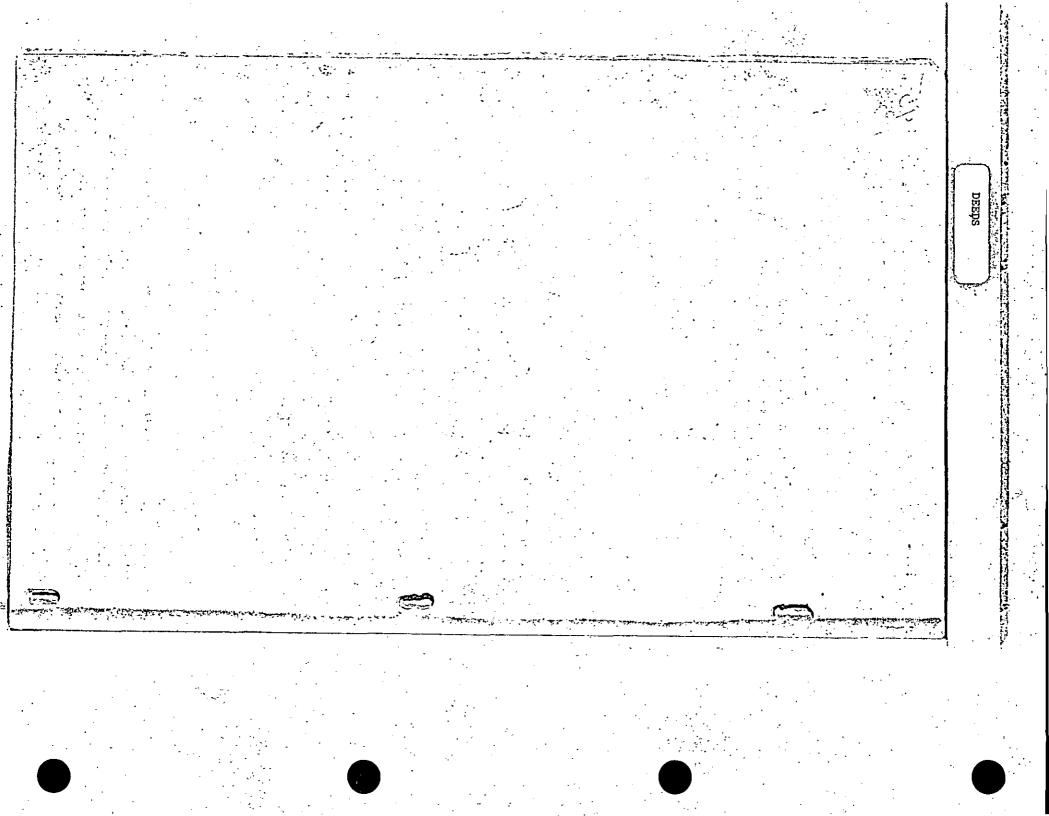
with all of the provisions of this centract iding the following

- (1) Title to sold premises shall be youd and marketable and free and clear of all liens, taxes, restrictions, covenants, easements, judgments, and encumbrances of every kind and character whatsoever.
- of said premises after closing, and said right of possession shall be free and clear of encroachments of every kind and character whatsvever and from the claims of any tenants or other occupants.
- as they are on the date of this agreement, ordinary wear and tear excepted.
- easement or title, past restriction, covenant, contract, easement or title, past 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 for isdiction or any customery or resourced building permit or approval for any intended use or for access to any street or adjacent highway.
- facilities, all adequate for the intended uses, shall adequate for the intended uses, shall adequate for the intended uses, shall adjoin or abut said remises or be readily available and it shall not be necessary for AAC to urchase or otherwise secure any right of way or desement or other consent in order to connect with said utilities.

# b. Survey

At any time prior to crossing, AAC may cause the premisos to be surveyed by a competent curveyor, which survey may also include to outside work. If such survey shows any encroachment on the premisos, or any encroachment by structures on the premies of adjusting property, or any substantia, requesion in the area of the

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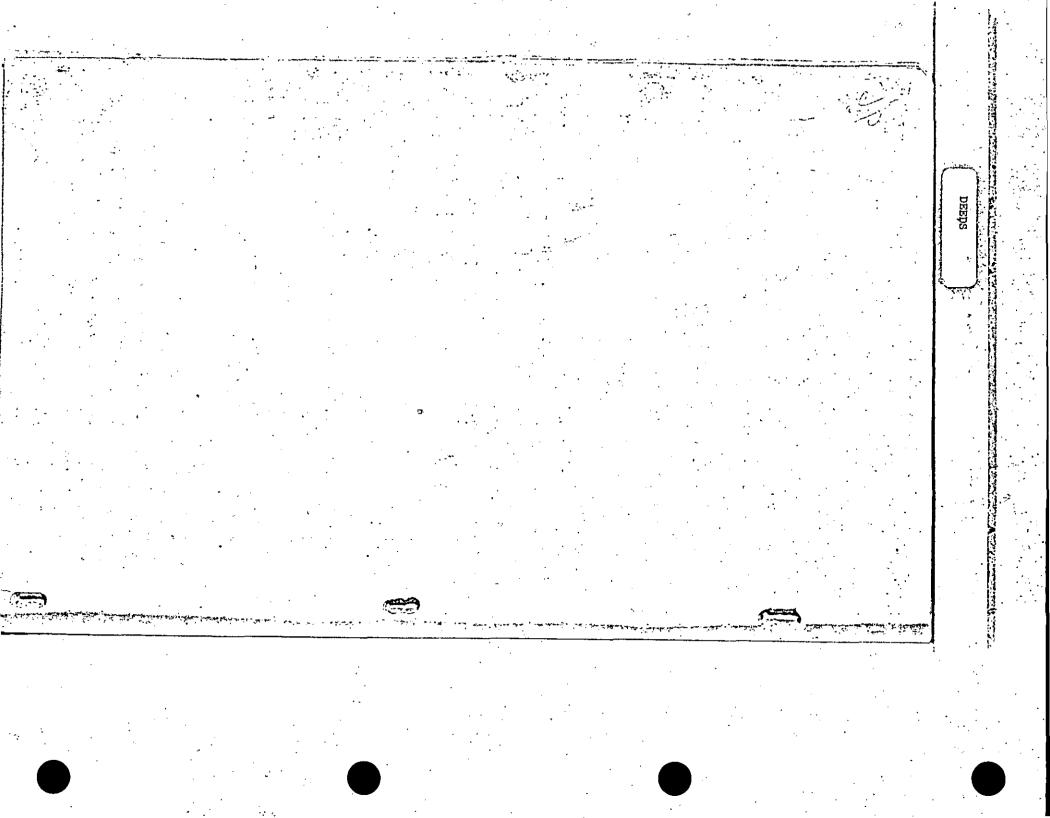
premises, AAC may by written notice to Grantor terminate this agreement, Except in case of such a termination, any more exact and accurate description of the premises resulting from such survey shall be
used (in place of the foregoing description) in the deed of conveyance
delivered at the closing. (In 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 promises 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 cortificate 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 promium 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 Granter's/expanse. Any abstract funnished by the Grantor shall become the property of AAC at the time of closing.

# d. <u>Meetine Conditions</u>

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 promises are accepted, or setting forth in what respects said conditions have not



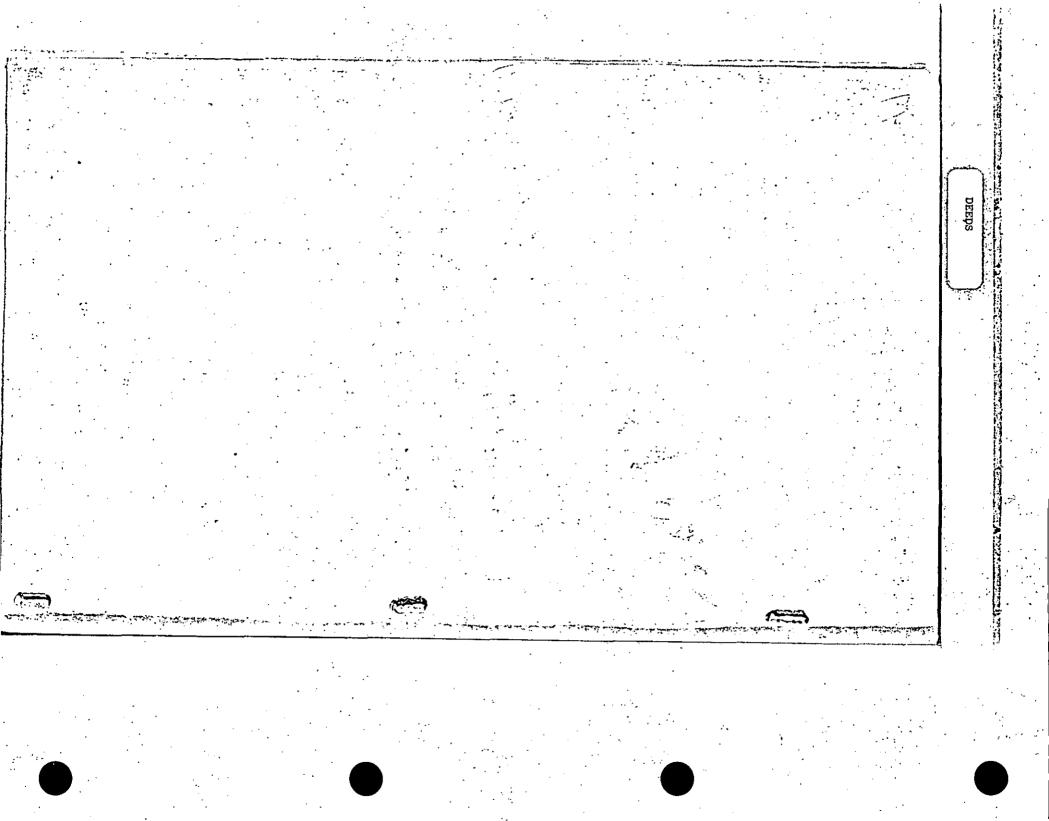
been met. If said conditions have not been met, Grantor shall-proceed promptly and diligently to make all reasonable efforts to meet them. AAC shall cooperate with Grantor in all such efforts, and if Crantor does not proceed promptly or diligently, AAC may undertake such efforts either in its own name or in Grantor's name.

Within sixty (60) days from and after the date on which Crantor 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 moeting 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 elliption of the time provided for meeting said conditions, AAC shall, subjectito ALC's rights of partial acceptance provided for in Section Re, either waive the failure to meet said conditions and accept and premises or reject said premises for failure to meet all or 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 macentance of Said Premises

In the event a substantial portion but not all of real property included in same 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.



# f. Expense of Maetina Conditions

of any and all efforts to meet the conditions of Section 3a which are undertaken by Granter. The cost and expense of any such efforts made by AAC shall be deducted from the purphase price.

#### 4. TAXES

At the closing:

# a. Unnaid Taxes

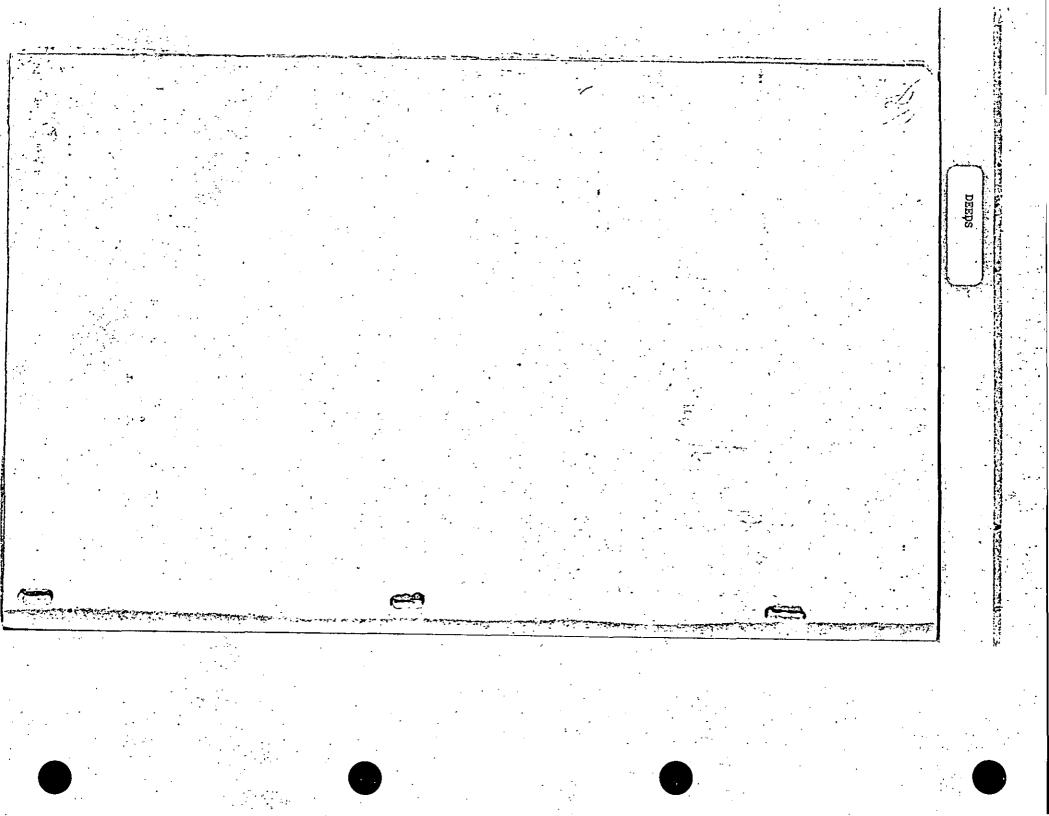
Except as is hereinafter otherwise provided in subsections b and c, Granter shall be responsible for and shall pay all unpaid taxes on said premises which shall have been levied prior to the date of the conveyance, including all real, personal and special taxes which may then be a lien on said premises or any part thereof. Granter 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. Ganeral Taxes and Assessments

voyance shall be prorated to such date. If the amount of such taxes cannot be determined at the date 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 Granter on the assessment and tax rells, AAC and Granter 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 Granter. The taxing authorities shall be authorized to make such division in accordance with such agreement. Cranter shall be liable for all taxes on any property situated on the above described premises which it retained by Granter.

In the event all or any portion of the taxes for the tax year embracing the data of the conveyance have not been paid at auch date. AAC shall assume responsibility for such taxes and the nortion provated to Grantor shall be deducted from the total purchase.

(Grant aund on Caus 7)



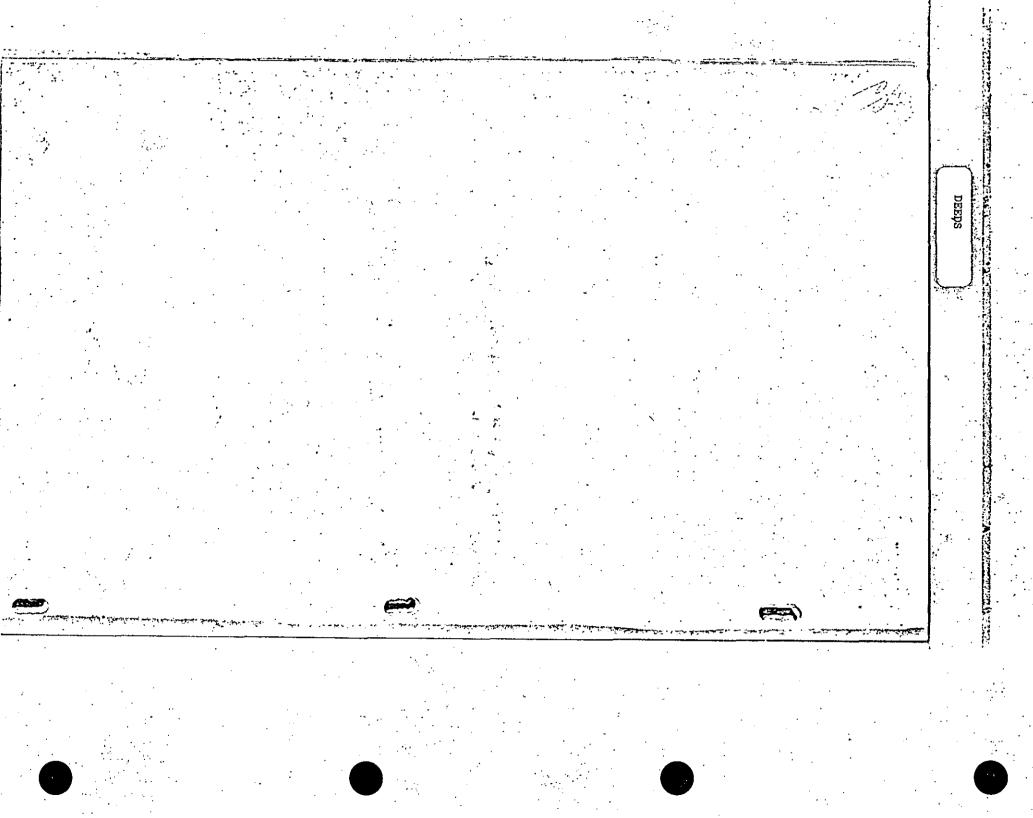
price

# 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 . convoyance 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 assess. monts in full, them 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 ACC will necessitate the division of ... property between AAC and Granter 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 3 made if this can be done under existing laws or assessing ordinances. If such division cannot be made, then an agreement as to the responsi bility for such payments shall be entered into, and appropriate ad-Sustments to cover such installments and accruing interest shall be made in the total purchase price.

# 5. CLOSING

Promptly upon notice from AAC to Granter that it will accept the premises, this contract shall be closed. References here—in to "the data of conveyance" shall mean the time of closing. The closing shall be hold at the office of AAC's counsel unless otherwise, agreed to by/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 Granter shall execute and deliver to AAC a good and sufficient general werranty 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



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 co 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 Praperty

In the event Granter retains ewhership of any property situated upon the above described premises, Granter agrees to remove the same at Granter's cost within thirty (3) days from the date of conveyance; and in the event of Granter's failure to de so, AAC may, after ten days' written notice to Granter, remove and dispose of and store same at Granter's expense in such manner as AAC shall determine in its sole discretion.

# b. <u>Notices</u>

Unless otherwise amedified, 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 shall constitute notice to all:

Grantor's Address for Notices:

Namo: C. H. Nettles & Son

Street Address \_\_\_Route 1

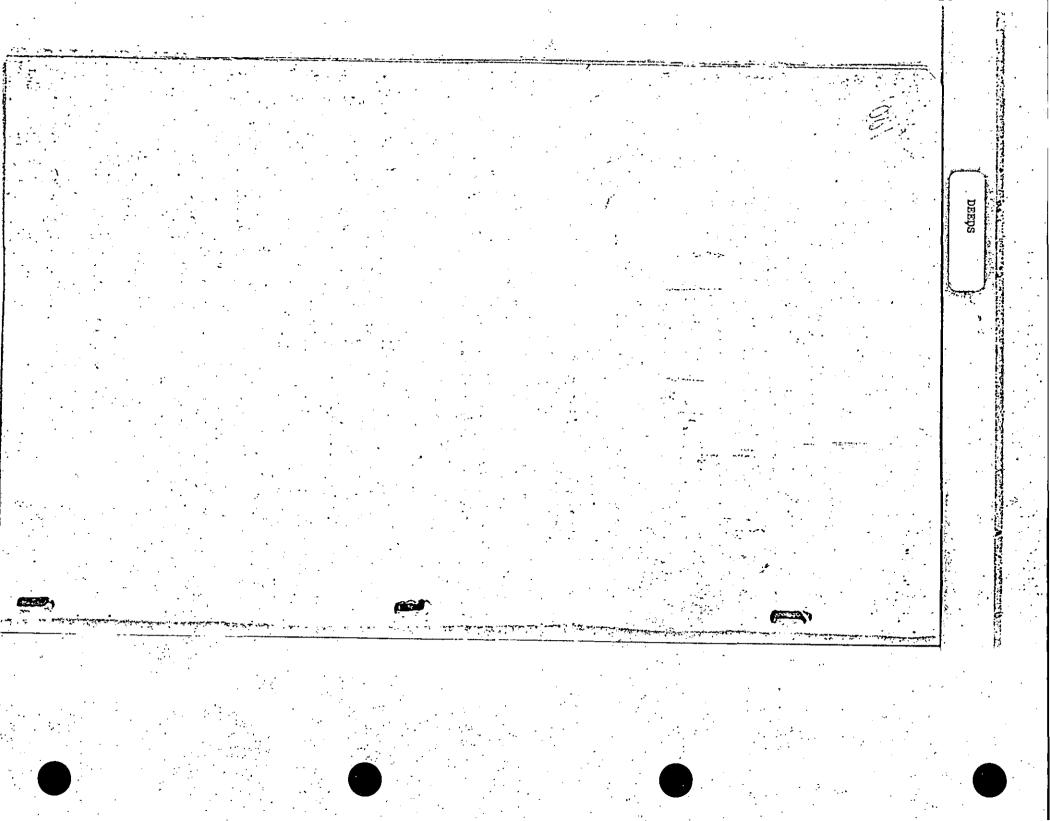
City, Zone, State: Lodge, South Carolina

AAC's address for Motices:

Name: Assertean Agricultural Chamical Company

Street Address: 724 Knox Ablott Drive

City, Zone, State: Cayen, South Carolina



tion 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 Cantions

The captions of paragraphs in this agreement are inserted for convenience only and are not intended to be fully of 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

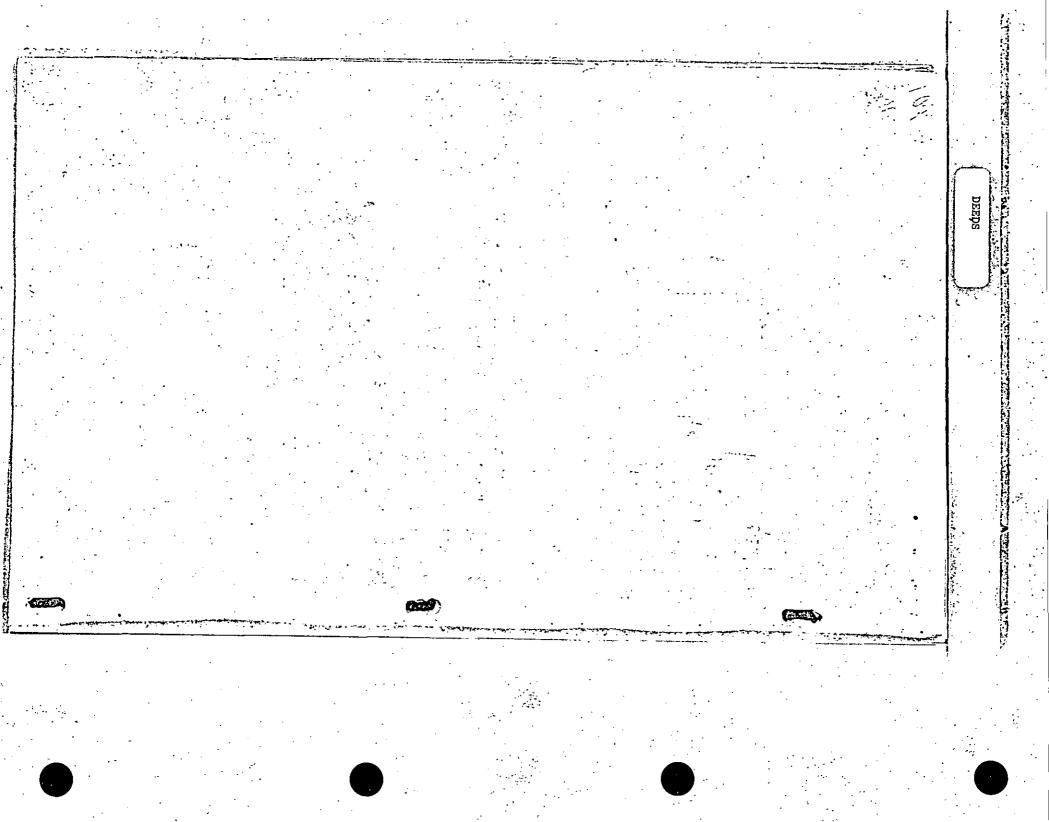
ATTEST:

Witness

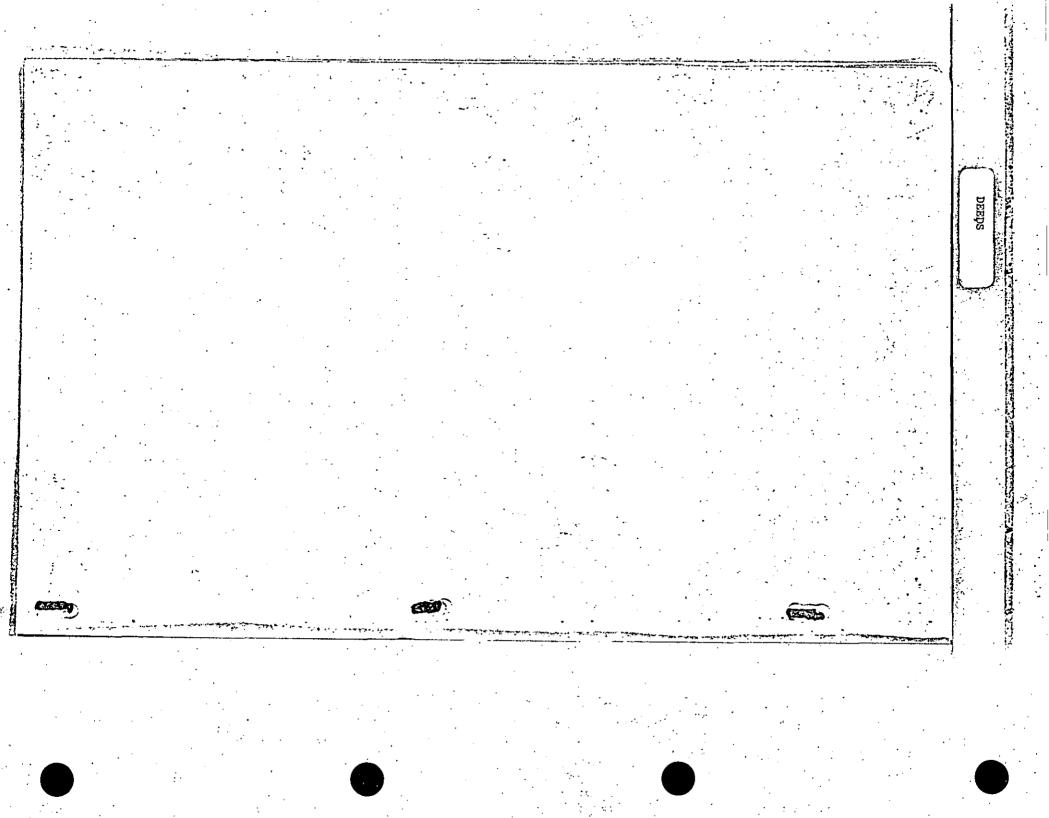
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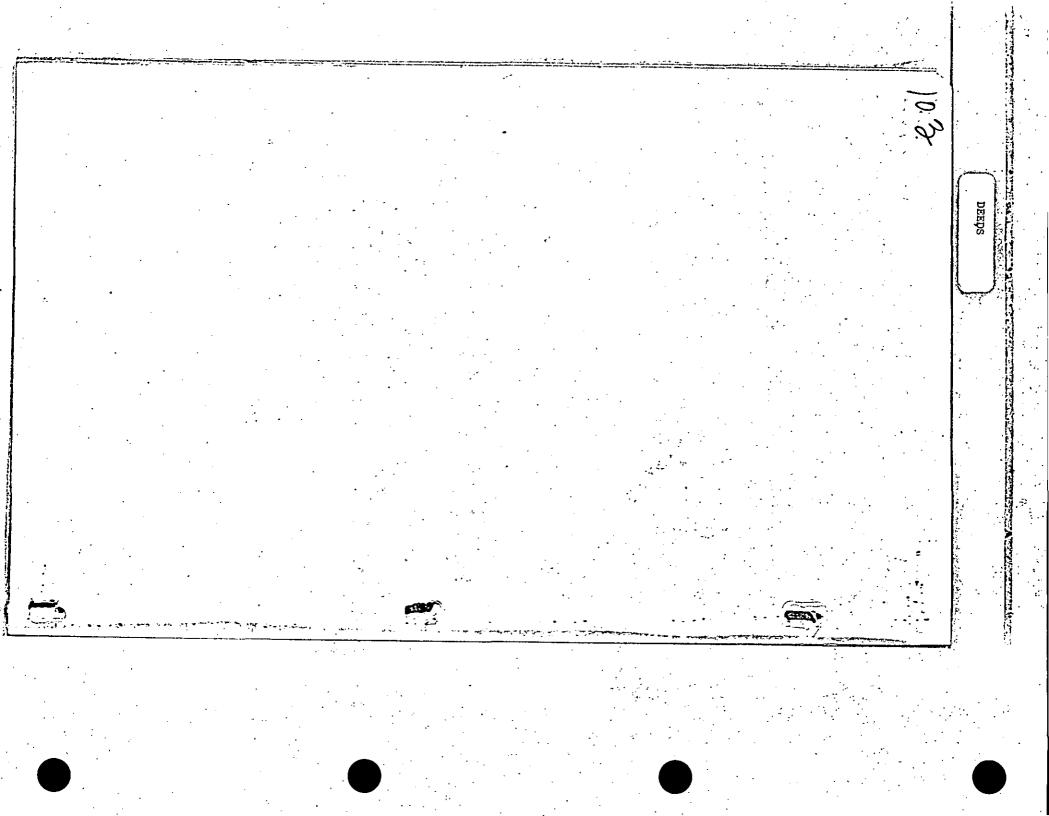
C. H. Nettles & Son (February 25, 1964) OPTION FOR PURCHASE OF PROPERTY

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 Wilnelmina Stephens from her father J. Wash Stephens.

Being the Fast one-half (1/2) of lands conveyed by deed of Wilhelmina Stephens to M. H. McLeod, Jr. and B. Wayne Unger dated 2B Nivember 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. Weyne Unger, dated 7 May 1963.



## OPTION TO LEASE AGREEMENT - 12 12 12 13 14

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IN CONSIDERATION of the sum of \$1.00 and other valuable consideration receibed from AMERICAN ACRICULTURAL 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 admowledged, 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 AAG, 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 anotime 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 bo 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)

Page 1 - recorded May 25, 1964



105 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 there-after 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, 1965, 18

Witness:

D. E. Sims

... of the C. H. NETTLES & SON, (grantor)

The Market Colleges By: Ralph Nettles Partner

Of this field to a section

John D. Elliott

C. H. Nettles Partner

STATE OF SOUTH CAROLINA COUNTY OF COLLETON

PERSONALLY appeared before me D. E. Sims and made oath that he saw Mossrs. 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 our our wall

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106 8th 64 INDENTURE, made this Peniel Community, fatheres Colleton (bereinafter called Crantors) and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina (hereinafter called Crantos). That, in consideration of the sum of Che Dollar (\$1.00) received from Grantee, Grantors, being the owners of land situate in the CONT AS GEVELOPEMENT OF FEMILES HOMES Collaton\_ \_, State of South Carolina, which said land abuts on the street or highway known as a tract if kabd cabtaining building lots located on S. C. Road 233 absentoff . S. Highway 17-A. pear Walterboro, 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. Ba. Pulp & Paper Co. hereby grant and convey to Crantee, 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 ntors (other than that caused by said trimming, cutting or removing) caused by Grantee in maintaining or repairing said line, shall some 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

recorded 6/2/64 9.A.M.

A. W. W11118ms

Form RW-4-0.C.-1-66

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INDENTURE, made this 7th day	May	19 64, by and between
Clarence Bowers		
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of the Community of Peniel	County of Colleton	and State of South Caroline,
(hereinafter called Grantors) and the SOUTH CAROLINA ELECT: principal office in Columbia, South Carolina (hereinafter called Gr.	IIC & GAS COMPANY, a Sountse).	uth Carolina corporation, having its
WITNESSETH: That, in consideration of the sum of One Dollar (\$1.00) received.	d from Grantes, Grantors, bein	or the owners of land situate to the
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hereby grant and convey to Crantee, its successors and assigns, the re- electric line consisting of poles, conductors, overhead and undergrou- push braces and other accessory apparatus and equipment deemed by	Tnete	private communication wires, guys, or, upon, over, across and under said tll two poles and
land along the said street or highway and/or on my or our land des extend line between poles forces		
S. C. Road 233 for a distance of	· · · · · · · · · · · · · · · · · · ·	······································
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Together with the right from time to time to install on said line a essary and the right to remove said line or any part thereof.	ich additional apparatus and eq	julpinent as Granteo may deem noc-
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THIS LEASE, made this lst 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",

# WITNESSETH:

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 equip-

ment is identified as follows:

Mmber	Description	Serial No.
1	6,000 gallon Savannah Model Aluminum Storage Tank.	3-17-74164
1	Barnes Pump W/ General Electric 3 HP Electric	5AU-1-123-19764
	Motor.	5KC-184-BG-183
	Lot Piping, Valves, and Fittings,	

Said Facility shall be installed at <u>Islandton</u>

8. 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 proceed June 191964 2 M's

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furnished exclusively by Davison, excepting only that if Davison shall at any time be unwilling or unable to accounty Leasee's requirements of direct application nimices fertilized solutions, Leasee way use the Facility for storage of such solutions supplied by others, but only to the extent that Davison is not supplying Leases's said requirements.

- (c) Lesson hatchy 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 set against such hazards as Pavison may reaconably 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 //OA that if Davison shall at any time be unwilling or unable to supply Leages's requirements of direct application nitrogen fertilizer columns, League way use the Facility for atomage of such solutions supplied by others, but only to the extent that Davison is not supplying Leages's said requirements.

- (c) Lesson hareby accepts the lease of the Facility, subject to the terms and conditions herein contained.
- 2. Leadee hareby 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. Lesses 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 incured, each Facility, in such amounts sed against such hazards as Pavison may reaconably request. Davison shall be named in each case 53 an additional assured. In the event of destruction of any Facility, the proceeds of such

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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.

- (e) 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 Lesse, 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 instrument as will provide notice generally that title to the Facility remains in Davison.
- 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' prio:

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written notice of its intention to terminate as of ...

December 31, 1964, or any subsequent December 31.

- 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.

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W. R. GRACE & CO. Davison Chemical Division

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STATE OF SOUTH CAROLINA. REEMENT AND CONTRACT OF SALE COUNTY OF COLLETON THIS AGREEMENT, made and entered into by and between FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT, Beaufort, South Carolina, hereinafter called "ASSOCIATION," and... MARY JONES, of Walterboro, South Carolina, hereinafter called "PURCHASER," whether one or more, WITNESSETH: 1. That the Association is the owner of  $\odot$ All that piece, percel 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. Pripp. For assignment of Interest see Book 140 at Page 302 Registered Surveyor, dated June 15, 1951.

Recorded June 27. 1964

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	e price of Two Thousand, Nine Hundred and No/100
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o be paid in	the manner following: The sum of Two Hundred and No/100
<i>R</i> .	(\$ 200.00 ) Dollar
being hereby	paid (the receipt thereof being acknowledged by the Association). Upon the payment unto said Association
of the further	Two Thousand, Seven Hundred and No/100
0	(5 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 hereinafte
	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
warranty, fre	(their) heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple from encumbrances. The said principal and interest shall be payable at the offices of said Association, No eet, Beaufort, South Carolina, in monthly installments of
	(\$ 25.00 ) Dollar
until the prin per annum. I said Contract ance as shall thereof, with payment to the payment and	neing on the first day of
the Associati	on will deliver, or cause to be delivered, to the Purchaser a Deed in fee to the said premises, free and clear o
all encumbra	ances, except such as are herein assumed by the Purchaser, and the Purchaser shall, upon the execution and uch Deed, execute and deliver to the Association a Note and First Mortgage Lien over the above-described
property for	said sum of
	onthly installments, with interest thereon at the rate of six (6%) per cent per annum, until paid in full, as y said Association.
	hat the Purchaser is to have the immediate possession and use of the said premises, and he (she) is to do no in the said premises that would injure or depreciate the value of the same.
	id it is agreed that the Purchaser shall pay all taxes, insurance and water rents chargeable against the said d any and all assessments levied by law against the same, accruing and falling due from and after thes
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premises, and	will deposit monthly with the Association the additional sum amount to

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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 hereinalove profided for, or shall fail to pay when due any insurance premiums, taxes, water rents or assessments chargeable against like 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.
- 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 196 and witness the Hand and Seal of the within Mary Jones

this 9th day of June 196 

Signed, Sealed and Delivered in Presence of:

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By William Ramas President.

ATTEST:

James G. Thomas, Manager.

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THE PROPERTY OF

1120 Pres 1000E STATE OF SOUTH CAROLINA. COUNTY OF Beaufort PERSONALLY appeared before me who, on oath, says that the saw the within-named Eirst Dieratination of Beautort, by Cathoun Thomas, its President, sign the within Sales Contract, and ELECTRODUCTURE, its SQUINDOCUMENT, 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... Julia m. Randreth SWORN to before me, this ..... I day of \_\_\_\_ (SEAL) Notary Public for South Carolina. STATE OF SOUTH CAROLINA, COUNTY OF COLLETON PERSONALLY appeared before me . l'arguerite S. Kinard MARY JONES and made oath that She naw the within-named .... act and deed, deliver the within-written Sales Contract; and that he with ..... Osborne II. Rhodes witnessed the execution thereof. Marqueue D Kinaso. SWORN to before me, this ... NOT NECESSARY STATE OF SOUTH CAROLINA, COUNTY OF Carolina, do hereby certify unto all whom it may concern, that Mrs. ...... ....., did this day appear before me, and, upon heing 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 ........ ...., A. D. 19.....

(SEAL)

Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

m

MARY IONES

## **CONTRACT OF SALE**

I hereby certify that the within Contract has been

this day of A.D.

19...... recorded in my office in Book ......

.Clerk of the Court of Common Pleas and General

Sessions for \_\_\_\_\_County

.. 10700 000000, ERLINGE, C.

DEEDS

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South Carolina State Highway Department Form No. 2090 Rev. 11/30/61
THE STATE OF SOUTH CAROLINA )
County of Colleton Borrow and Material Pit
Docket No. 15.347 & 15.348 Read 359, 370, 372, 374, 208, 60, 289, 368, 360, 317
THIS AGREEMENT made and entered into this 17 day of July . 19 64 , by and between
C. M. Padgett
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.
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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, because the executors, administrators, successors and assigns, for such rights, and for such materials, because the executors of the executors, administrators, successors and assigns, for such rights, and for such materials, because the executors of the executors of the executors, 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 within60 days from date hereof EARS.
REPRESENTATION CHARLES AND ASSESSED ASS
AND IT IS FURTHER AGREED THAT:
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 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 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.
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 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 access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling
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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 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 amouthed 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.
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STATE OF SOUTH CAROLINA.
COUNTY OF COLLETON

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BEAUFORT

то

MARY JONES

## CONTRACT OF SALE

I nereny 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 forCounty

DEEDS

0

	South Carolina State Highway Department  THIS FIT HAS BEEN RECORDED  A STATE OF SOIL FIT MATERIAL  THIS FIT HAS BEEN RECORDED
	Form No. 2090 Rev. 11/30/61 NO 11/30/61 NO 11/30/61
•	County of COLLETON COULT Borrow and Material Ptt
	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 reserve 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 Soll, 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 1.666res, 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, 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, a 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 theret 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, DEMERTHEMENT PROPERTY PROPERTY.
:	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, packet intermediate to the sum of Two Hundred - (\$200.00) Dollars [pa acre], plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated promised as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.
:	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, packet account and royalities in the sum of Two Hundred - (\$200.00) Dollars [pe acre], plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated.
:	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, packet property processors and assigns, for such rights, and for such materials, packet property processors and assigns, for such rights, and for such materials, packet property processors and assigns, for such rights, and for such materials, packet property processors and assigns, for such rights, and for such materials, packet property processors and assigns, for such rights, and for such materials (\$200.00) Dollars (peacre), plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated property or lands used as a temporary right of way to transport men, machinery or materials to and from the material plt and the road.  The above payments of rents and royalties to be accounted for and made within
X.	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, DENDEREDUCTION REPRODUCTION TO BE ADMINISTRATION OF STREET STREET, plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated prior on lands used as a temporary right of way to transport men, machinery or materials to and from the material plt and the road.  The above payments of rents and royalties to be accounted for and made within days from date hereof PARI AMPLIANCE PROCESSING PROCESSING OF STREET, or as follows:
X.	And in consideration thereof, the Highway Department bereby covenants and agrees to pay the said lessor, his (her, its, their executors, administrators, successors and assigns, for such rights, and for such materials, packed property as 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 parameteriors and property. It is 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, it so desired an requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used a access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling
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Witnesses as to Lessor:	nave set their hands and seals	the day and year first above	written.
A. P. Smith			
Foch Ulmer		C. M. Padgett	Leaenr.
Witnesses as to State Highway Department:	. PTELESTORY GETT		
Saundra R. Conway	South Charles	5. C. State Highway Depi	irument
	the state of the same	By A. A. Mucke	nfuss
Linda Kay Blume	130,50		
The State of South Carolina		. As to Lessor	, (
County of Colleton		76 10 12 8507	
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	Foch Ulmer	witnessed the ex-	ecution thereof.
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he State of South Carolina	,	***************************************	
county of Charleston	. '	As to Highway Department	
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ithin named A. A. Muckenfuss	algn, i	seal and as his act and d	leed, executethe with
n written instrument; and that 5 he with L1r	nda Kay Blume `	witnessed the execu	tion thereof.
		witnessed the execu	
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sworn to before me this 20th  ay of July , 19 64  S. Seay  Notary Public for S. C.		Saundra R. Conwa	
Sworn to before me this 20th  Lay of July , 19 64  S. Seay  Notary Public for S. C.  The State of South Carolina	6.	Saundra R. Conwa	
day of July 19 64 S. Seay	. 19 am. nga	Saundra R. Conwa	
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TOP SOIL PIT MATERIAL THIS PIT HAS BEEN RECORDED South Carolina State Highway Department Form No. 2090 Rev. 11/30/61 THE STATE OF SOUTH CAROLINA I FASE County of COLLETON . Borrow and Material Pit 15.346 Road No. 74,378 & 379 Docket No. THIS AGREEMENT made and entered into this 17 day of July G. Herbert Crosby Colleton hereinafter called the lessor, owner of a certain tract of land situated in 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 Soll 4 , or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of feet, consisting of 1.666res, 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, DECEMBERGERS ASSESSMENT CONTROL OF SUCCESSORS AND ASSIGNS ASSESSMENT ASSE motorsconded 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 X has common which the was transferred to the state of th ٠. ٠. 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 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.

TO THE STATE OF TH

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; Pin

Pink - District Engineer:

IN WITNESS WHEREOF the parties hereto have set their hands and seal Witnesses as to Lessor:  A. P. Smith	
A. P. Smith	The second of the second
· · · · · · · · · · · · · · · · · · ·	C. Herbert Crosby
Shirley L. Morvin, Jr.	Lessor.
Vitnesses as to State Highway Department:	S. C. State Highway Department
Saundra R. Conway	By A. A. Muckenfuss
7 J	O Die Grand
he State of South Carolina	***
county of Colleton	As to Lessor
Personally appeared before me A. P. Smith	and made oath that he saw the
rithin named C. Herbert Crosby sign written instrument; and that he with Shirley L. Marvin,	Jr. witnessed the execution thereof.
0294	
ay of <u>July</u> , 19 64	A. P. Smith
N. A. Padgett Notary Public for S. C.	
he State of South Carolina	As to Highway Department
ounty of Charleston  Personally appeared before me Saundra R. Conway	and made oath that S he saw the
ithin named A. A. Muckenfuss sign.	seal and as h15 act and deed, executothe with-
written instrument; and that She with Linda Kay Blume	witnessed the execution thereof.
worn to before me this 28th	Saundra R. Conway
ay of <u>July</u> , 19 <u>64</u>	and the second
S. Soay Notary Public for S. C.	· ·
he State of South Carolina	Martine Pales
ounty of Colleton KNOW ALL MEN BY THESE PRESENTS, That I (we) Walterbo	Mortgage Release
Walterboro Production Credit Assn., recorded in Merk of Court or RMC of Colleton County.  WITNESS our hand and seal this 23rday of July 108 4.	
the presence of: WALTER	BORO PRODUCTION CREDIT ASSN.
A. P. Smith Shirley L. Marvin, Jr. By:	B B Core Manadam **
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	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
A METERY CETTLY CHALLING WIGHTH LEASE WAS THEN FOR FOCORD IN MIN OFFICE AL	<del></del> <del></del>
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19	roperty owner and mortgagee. If there is no mortgage
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Deeds, page	roperty owner and mortgagee. If there is no mortgage ed" in space above.  Mortgage Release
Deeds, page	roperty owner and mortgagee. If there is no mortgage ed in space above.  Mortgage Release  nd Bank Association of Walterbor (our) mortgage the LEASE of Borrow and Material the within Lease so that the lands affected thereby
The design of Court of Common Pleas and General Sessions for the property write "none". If this lease is not recorded write "not recorded write "n	mortgage Release  Cour) mortgage the LEASE of Borrow and Material  the within Lease so that the lands affected thereby  C. Herbert Crosby
The decay page	Mortgage Release  Mortgage Rel
Deeds, page	Mortgage Release  Mortgage Rel

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON )

LEASE

THIS AGREEMENT, made this 34 day of July 1964 by and between Hareld M. Robertson and L. G. Fishburne, of Walterboro, South Carolina, hereinafter styled the Lossors, and Humble Oil & Refining Company of P.O. Box 420, Charlotte, North Carolina, hereinafter styled the Lesson.

## WITNESSETH:

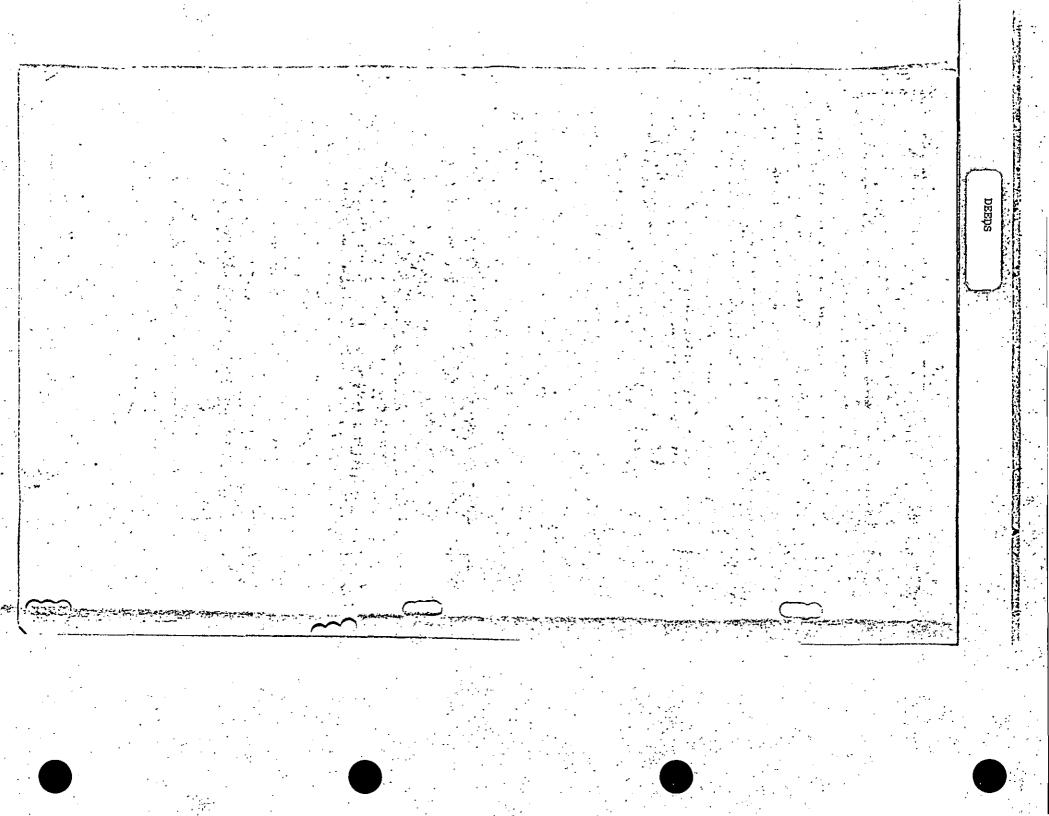
That the said Lessors do hereby lease unto the said Lessoe, and the said Lessee does hereby lease from the said Lessors, without artificial heat, light or water, those certain premises situate, lying and being on the west side of Lucas Street, in the Town of Walterboro, Colleton County, South Carolina, 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 Walterbore, Colleton County, South Caroline, bounded on the North by lands of L. G. Fishburne and Harold H. Robertson, occupied by Walterbore Home Bakery; East of Lucas Street; South by a public alley, sometimes referred to as Hashington alley; and Hest by a private alley; being the same promises 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 and 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 1 64.

The ressors hereby give and grant to the Lesse on 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 Pifty and 00/100 (\$150.00) Dollars, provided that said Lessen gives to the said Lessers thirty (30) days notice of its intention to do so; and as a part of the consideration for this lease the Lessers hereby give and grant to the Lessee the right and ortion to renew this lease at the termination of the first renewal thereof for an additional term of three 1-year meriods at an

Recorded Sept 10- 1964.



11.9-

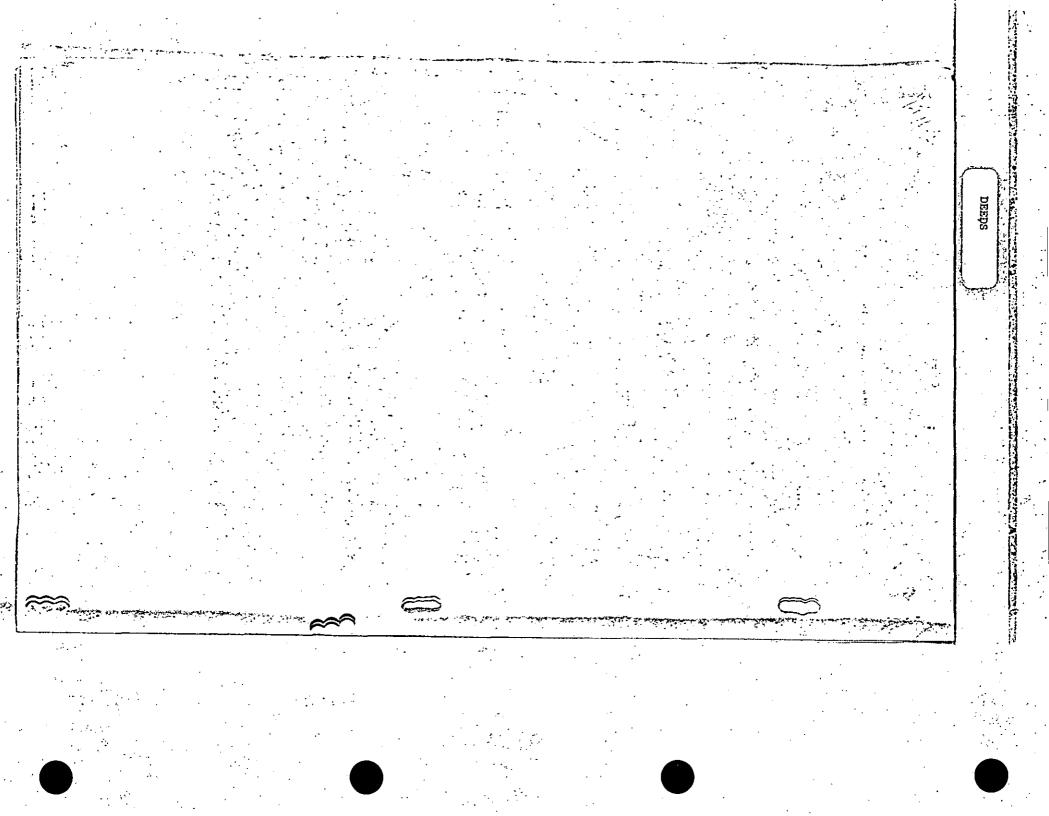
annual rent of Eighteen Hundred and 00/100 (\$1800,00) Dollars in equal monthly installments of One Hundred Fifty and 00/100 (\$150.00) Dollars, provided that said Lesson gives to the said Lessons thirty (30) days notice of its intention to do so; and as a part of the consideration for this lesse the Lessons hereby give and grant to the Lesses the right and option to renew this lesse 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 Lessons gives to the said Lessons 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 losse to the said Lesses provided that the said Lesses 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 syste thereof.

IT IS FURTHER AGREED, that if there is dufault in the payment of the rent above stipulated for as long as thirty (30) days' after the same is tie, 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



fair for the portion of the premises so damaged and a '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 leaful authority.

Lessor covenants that Lessee on paying eald rent and performing the covenants aforesaid, shall and may pesceably and quietly have, hold and enjoy the said lessed 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:

W Soft with

As to Lessors ( hour fortown aus

Lessors

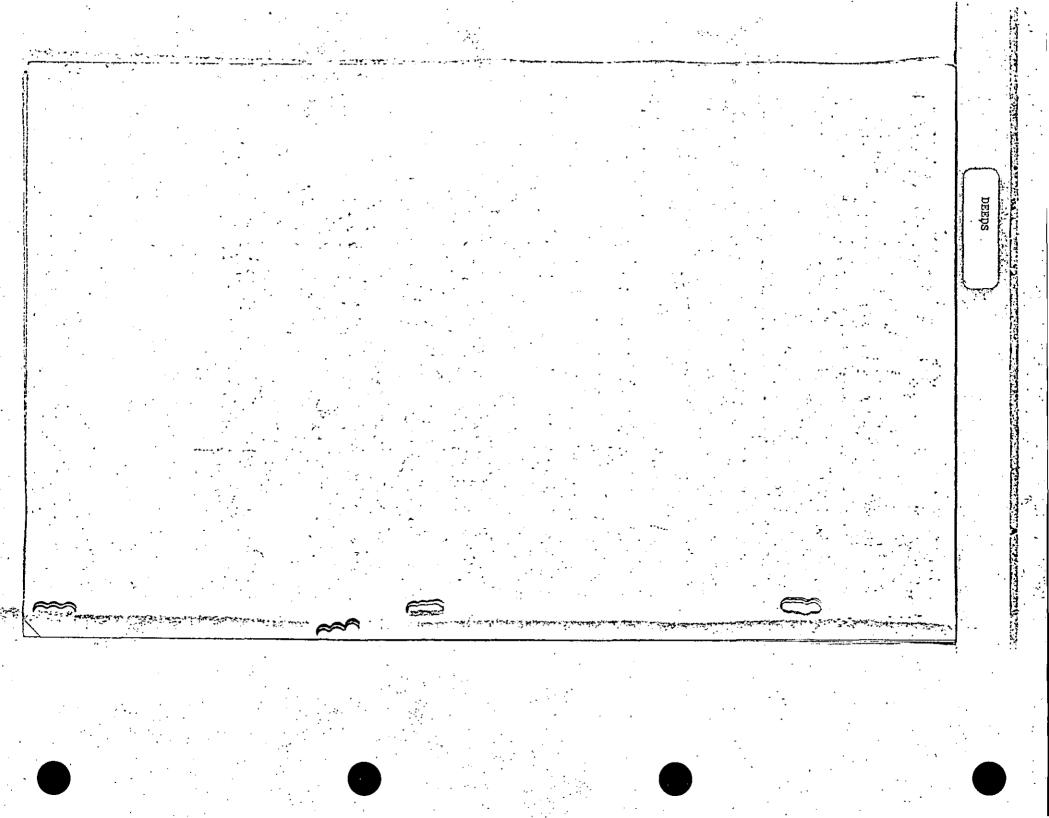
HUMBLE OIL & REPLYING COMPAN

on Willals

Its Charloute Area Hanager

Lesses

-3



STATE OF SOUTH CAROLINA) COUNTY OF COLLETON PERSONALLY appeared before mo and made oath that he saw the within named Harold M. Robertson and L. G. Fishburne sign, senl and, as their act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that he, with Norman Miles witnessed the execut's thereof. SWORN to before me this 30 K day of July 1964. Notary Public for South Carolina My commission expires at the pleasure of the Governor. STATE OF NORTH CAROLINA) COUNTY OF MECKLENBURG being duly sworn, says that he saw the within na are Manage of its Charlotte Area, Southeast Region, sign the within instrument, and, s its act and deed, deliver the same, and that he with witnessed the execution. SWORN to before me this oth day of July 1964 (SEAL) My commission expires: My Commission, Earlies July 26, 1966

DEEDS

STATE OF SOUTH CAROLINA, ) REMUNCIATION OF DOMER
COUNTY OF COLLETCH.
I. IErcy W. Iguinscust a Notary Public for South
Carolina, do hereby certify unto all whom it may concern, that Wrs.
Maif H Haani, the wife of the within named
and up in being privately and scharately examined by me, did doctors
that she does fromly, voluntarily, and without any compulsion, dread
or fear of any person or persons thomsoever, renounce, rele e and .
forever relingquish unto the within named Coastal Sheetric .operative
Incorporated, a cooperative comporation, its successors and assigns
all he interest and estate, and also all her right and claim of dower,
of, in ir to all and singular the premises within mentioned and release .
O ven under my Hand and Seal, this
Anno Domini, 19 <u>6</u> <u>4</u> .
The fill town of the or old it
The fill the man is the first the

W. Townsend hiblic for South Camilina

> 10-15-64 3 P.M

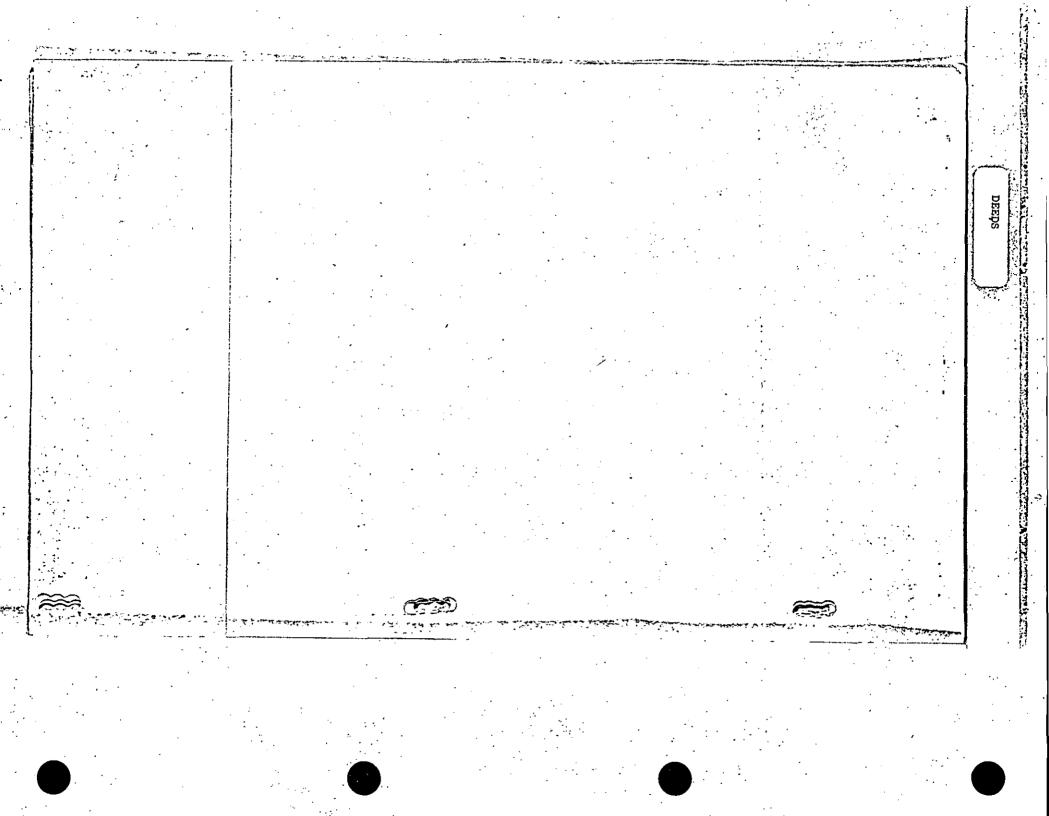
76 DEED

-123 A

· /	
	STATE OF SOUTH CAROLINA, )  RIGHT-OF-MAY EASEMENT  COUNTY OF COLLETON.
U	KNG: ALL MEN BY THESE PRESENT, that (1) (we), the undersigned,
	(wife of the within named) CHIPST ) for a good and valuable
	consideration to with the necess to the electric power and its attendant benefits
	do haraby grant unto the Comutal Electric Connerstive, Incorporated, a cooperative corporation, whose address is Walterboro, South Carolins, and to its successors
	or assigns, the right to enter upon the lands of the undersigned, situated in th
	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
	60 acres, more or less and bounded on the North by
	on the East by Calling of Henring 3
	on the worth by C. D. C. Pictures
	and to instruct, operate and maintain on the above described lands and or in or
<b>)</b>	upon al. streets; roads or highways assitting said lands, and electric transmission
U	or distribution line or system, and to cut and trin trees and shrubbery to the
	extent necessary to keep them clear of said electric line or system.
	The undersigned commant(s) that(ie) (are) the commant(s) of
	the abo a described lands and that said lands are free and clear of encumbrances

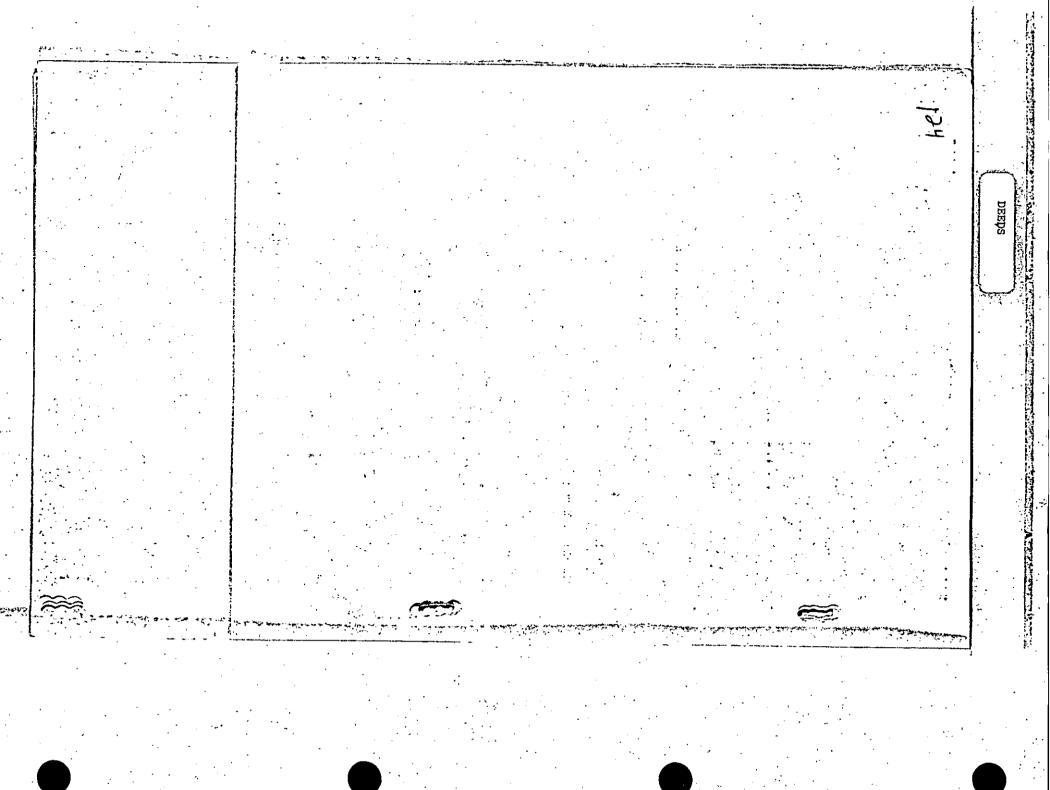
10-15-64 3P.M.

and liens of whatsoever character except those held by the following persons:



Judgementar IN WITHESS WHEREOF, the undersigned have set \_\_\_\_\_\_ hand (s) and seel (s) this  $\frac{23}{}$ day of C. D. C. Adams a Udan Signed, scaled and delivered in the presence of Mary A. Adams fer G. Hemminger Marie S. Young STATE OF SOUTH CAROLINA, ) COUNTY OF COLLETON. Per tonally appeared before me Kafer a. Henninger who, being do y sworm soys that he saw the within named ( ) and Mary H. Hams ne their act and deed deliver the foregoing written instrument and that he with Marie witnessed the execution thereof. SWORD to before me this day of June 1964 Percy/W. Townsend NOTARY (UBLIC FOR FOUTH CALCLINA 3Pm 10-15-64

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Compact<sup>TM</sup>

a Hall & McChesney
Book System

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DEEDS

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DEEDS
VOLUME 133
PGS. 125-330A

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orm No. 2090 Nav. 7/1/60 PTP HAS BEEN RECORDED.  STATE OF SOUTH CAROLDAN  DEADE  DEADE	1/60 PAT HAS BEEN RECORDED. STATES OF THE TRANSPORTER OF THE TRANSPORT		BORHOW PIT MATERIAL
HE STATE OF SOUTH CAROLINA)  LEARE Ounty of Collector )  Borrow and Maistail Pit	ME STATE OF SOUTH CAROLDAS)  LEASE  Ounty addollston  Borrow and Material Pit	ate Highway Department	PIT HAS BEEN RECORDED. No. 11370
county acColleton	ounty orColleton Borrow and Material Pit	HE STATE OF BOUTH CAR	DLINA) LEASE
		ounty affolloton	Borrow and Material Pit

day of October entered into this 15 THIS AGREEMENT

County, State versinates called the lessor, owner of a certain iract of land situated in UOLLOYOU (outh Carolina, and the South Carolina State Highway Department, hereinaffer celled the Highway Departme COLLECON J. R. Orant

WITNESSETH, That the leasor, for and is consideration of the rents, royalides, con relative reserved and expressed to be paid and performed by the Highway Department, rest, let and denies usto the said Highway Department the right to remove, by itself, its rate whom the work may be let, top soil, earth, gravel, each, stone, or other similar minarests pt, or pits, owned by the leasor to an average approximate depth ILLERICEGO.

Docket 15.324, Road 50. Sts. 0/00, Bounded on all sides by other lands of J. R. Grant. South of Borrow Pit located approx. 3585'

Together with a temporary right of way for access to such pit or pits over a haul road leasor, as follows: Shown by sketch attached.

TO HAVE AND TO HOLD the said right to remove top soil, earth, gravel, stone said pit or pits, and the right of access thereto until 00tober 15, 1969

demage for any growing crops destroyed on lands from which material is excavated, or on lands user fight of way to transport men, machinery or materials to and from the meterial pit and the road. rej, plus

accounted for and made within The above payments of rents and royalties to be accountingerentially managed in the follows:

AND IT IS FURTHER AGREED THAT:

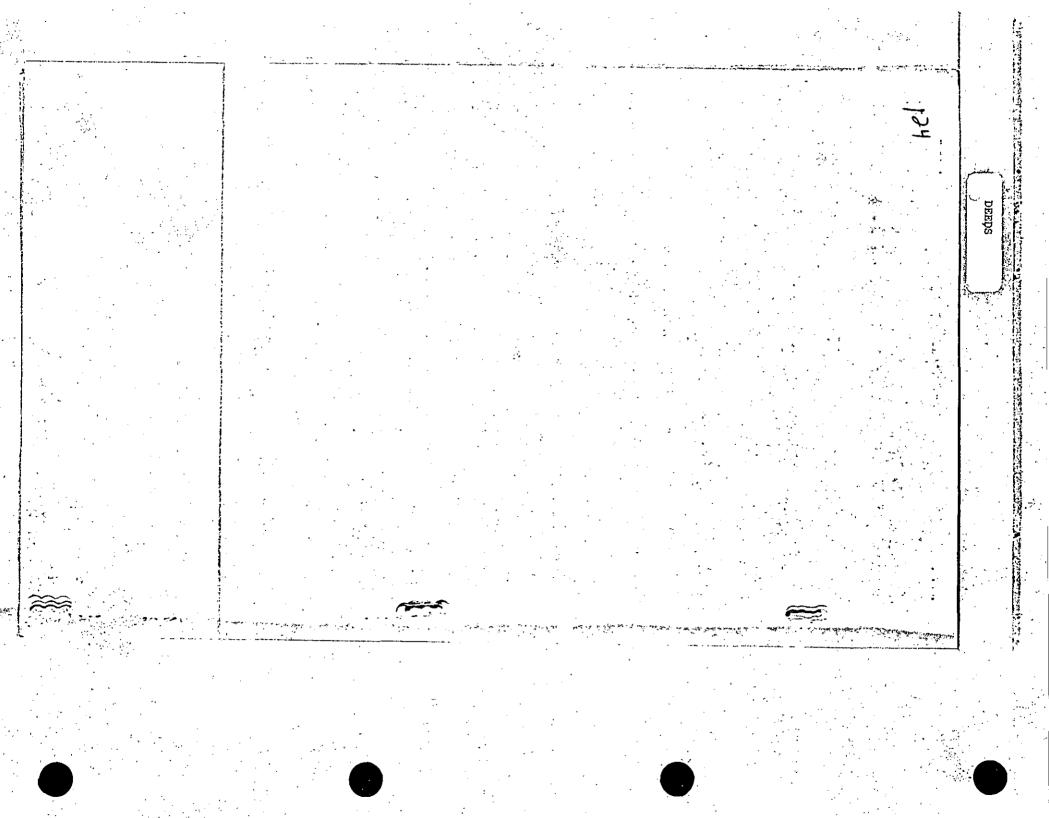
Upon completion of the work of removing the top soil, ear
jel, the Highway Department will smooth up, or cause to be emoothe
will provide drainage of the pit to the extent practicable, as follows:

Pit to be drained.

Colleton 415(30-3) 6210.110

Note; Whare this lease form is to be used for payment of an agreed amount prior to a above, are to be at dout.

Blue (duplicate) - Lescor; Pink - District Engineer; Cletribution of copies:



South C	ırolina	SAND CLAY PIT M	ATERIAL	and it to other.	1916594 EI 127
	ghway Department	THIS PIT HAS BE			
Form 140	. 2090 Rav. 11/30/61 🔒 🐊		a from the same and the	niaca da abi itani. N	7 11381
THE ST.	ATE OF SOUTH CAROLINA	.)			
County	COLLETON	<b>.}</b> `.::	LEASE ' Borrow and Mat		ali H t
1	116 331 368	, 359, 360, 317, 1, 408, 387, 389 348 Route No.	180. 208. 60.	289, 368, 30	59. 370. 372.
874.	371. 377. 234. 6	4. 408, 387, 389	, 390, 391, 39a	2, 409, 410,	<u> </u>
Docket	No. 15.347 & 15.3	Route No.		Road No.	· · · · · · · · · · · · · · · · · · ·
THE	AGREEMENT made and e	entered into this 9th day	of November	, 19 64	by and between
1 M		Aokorman		· ·	1 1
	er called the lessor, owner our arolina, and the South Carol				County, State of ent.
Ø wп	NESSETH, That the lessor,	for and in consideration of	the rents, royalties, cover	nanta and agreements	bereinsfter reserved
24	essed to be paid and perfor			-	
73	way Department the right to				
해 <u>01</u> 년	3.5 feet, consisting of 1	naterial from a borrow or i	naterial pit, or pits, owner	d by the lessor to an	everage approximate
	olay pit located				
<b>⊉</b> 3				t. 3ta. 9x00	, moad Ster
0.3	bounded on all s	•			
Mate:	rial to be used i	for Earth Type E	ase Course on 1	Roads 372 & 4	408. U
Together	with a temporary right of t	way for access to such nit	or pits over a haul road	or roads over the la	nds of the lesson as
follows:	Use existing	_			
A.	OBG GYTROTI	ing road.			• • •
் TO யாய்	HAVE AND TO HOLD th	e said right to remove a ember 9, 1966	uch material, from said p	it or pits, and the ri	ght of access thereto
				·.	
573	in consideration thereof, th				
	s, administrators, successors MNSE60) rents and royalties i				D.OO) Dollars (per
22	us a reasonable amount for	<del></del>			
	ds used as a temporary right			and from the materi	
	above payments of rents and	•	for and made within	60 days from	n date hereof (Alfal X
N PARKER	<sub>y</sub> osingquancquancampus	X), or as follows:			
				•	
AND	IT IS FURTHER AGREED	THAT:		•	
1. Т	he Highway Department will	l clear, or cause to be clea	red, the pit area. Trees of	timber value to be co	it by the Department
	awed at its expense into me				
143 P	l by the lessor. All such timb ereto, may be trimmed care				
74 B L	is therefrom.	tony and only as may be n	eccessiy to carry ou and t	excession winimi cos	he gres tilt illennig
42	pon completion of the work e pit area in a reasonable mi			•	
	Pit not to be	•	defe or the let to the ex	tent precuçation, no i	ia
	110 100 00 0	o and animal			- 1 1 1
3					5 45 13
3.		•			
A					
Note: W to Distribut					
<u> </u>	Name able bases down to do to	used for personal at a con-		, 	handrate share and
Note: W	here this lease form is to be be x'd out. Where payment				
Distribut	ion of copies: White (origin	al) - Resident Engineer,	Blue (duplicate) - Lesso	r; .	
<b>27</b>	Yellow -	Chief Accountant;	Pink - District Engineer;	li .	
9			led 11/19/64	9 A. M.	

<i>!</i>	
· /	ti ha bi-dian anni anni anni anni anni anni anni
cutors or administrators.	il be binding upon my (our) successors, heire, assigns, exe-
IN WITNESS WHEREOF the parties hereto have se	t their hands and seals the day and year first above written.
Witnesses as to Lessor:	
M II Dware	
T. V. Drew	
C. C. Hogan	J. R. Grant
	Lessor.
Witnesses as to State Highway Department:	5. C. State Highway Department
TlV. Drew	<b>}</b>    .
D. W. Price	By A. A. Fuckenfuss
The State of South Carolina	As to Lessor
County of Colleton	<del></del>
Personally appeared before ms T. V. Drew	<del></del>
	eign, seal and as act and deed, execute the with-
	witnessed the execution thereof,
Sworn to before me this 16	m v D
day of October 19 64	T. V. Drew
Norman A. Fadgett Notary Public for S. C.	
The State of South Carolina	•
County of Colleton	As to Highway Department
<del></del>	
Personally appeared before me T. V. Dre	
within named A. A. Nuckenfuss in written instrument; and that he with D. W. Pri	sign, seal and asact and deed, execute the with-
	wither the execution mereor,
Sworn to before me this 19	
day of October 19_64	TV_Drew
Notary Public for S. C.	
The Bross of Booth Combine	•
The State of South Garolina	Mortgage Release
County of Colleton	<i>/</i> ^t
KNOW ALL MEN BY THESE PRESENTS, That I	(we) Walterboro Production Credit Associ) ion
	ien and operation of my (our) mortgage the LEASE of Borrow
	, or other similar material, granted by the within Lease so
that the lands affected thereby shall be free and unaffecte	ed by said mortgage. Said mortage being that given by
J. R. Grant to	Walterboro Production Credit Association
	fice of the Clerk of Court or RMC of Colleton
County.	TOTAL STATE OF THE
WITNESS our hand and seal this 22 nday of C	October 1984
In the presence of:	
W. B. Hartey	•
· · · · · · · · · · · · · · · · · · ·	Walterboro PWoduction Credit Association
no mortgage on property make notation of this lac	By B. B. Cave  Secretary-Treasurer  payment jointly to properly owner and mortgagee. If there is ct above.

1. 南人

South Carolina State Highway Department Form No. 2090 Rev. 11/30/61	SAND CLAY PIT MATERIAL
State Highway Department	
Form No. 2090 Rev. 11/30/61	THIS PIT HAS BEEN RECORDED
•	NO 11201
THE STATE OF SOUTH CAROLE	
County of COLLETON 2	LEASE Borrow and Material Pit
116, 331, 35	8, 359, 360, 317, 180, 208, 60, 289, 368, 369, 370, 372
74, 371, 377, 234, Docket No. 15, 347 & 15	54, 408, 387, 389, 390, 391, 392, 409, 410, & 222
	d entered into this 9th day of November 19 64, by and between
ù t	Ackerman
reinafter called the lessor, own	er of a certain tract of land situated in Colleton County, State of
Usuth Carolina, and the South Co	arolina State Highway Department, hereinafter called the Highway Department,
•	or, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved
•	formed by the Highway Department, does by these presents, grant, let and demise unto the t to remove, by itself, its employees or contractors to whom the work may be let. SAND.
clay or other simila	r material from a borrow or material pit, or pits, owned by the lessor to an average approximate
	1.30 lacres, more or less, situated on land owned by the lessor, described as follows:
	ed in cultivated field 18728 Lt. Sta. 0/00, Road 372.
- <del></del>	sides by other lands of Lessor.
Material to be used	for Earth Type Base Course on Roads 372 & 408.
	the said right to remove such material, from said pit or pits, and the right of access thereto evember 9, 1966
` '	
executors, administrators, success EXPERCENCIALIZED rents and royaltic acre], plus a reasonable amount ( or on lands used as a temporary ri	
executors, administrators, success XENDENEXACTION rents and royalti- acrej, plus a reasonable amount ( or on lands used as a temporary ri The above payments of rents	ors and assigns, for such rights, and for such materials, proper acceptance of the sum of two Hundred
executors, administrators, success XEPDE-EXCANDED rents and royaltic acre), plus a reasonable amount (or on lands used as a temporary right above payments of rents INTERESTRATED TO STAND THE AGREE 1. The Highway Department of the sawed at its expense into quested by the lessor. All such the	ors and assigns, for such rights, and for such materials, proper acceptance of the sum of two Hundred
executors, administrators, success XEPDE-EXCANDO rents and royaltic acre), plus a reasonable amount (or on lands used as a temporary right above payments of rents Excelled of the success the success the rents and the sawed at its expense into quested by the lessor. All such the cess thereto, may be trimmed or operations therefrom.  2. Upon completion of the works.	ors and assigns, for such rights, and for such materials, proper according to the sum of Two Hundred
executors, administrators, success XENDO-CXOAXXOO] rents and royaltic acrej, plus a reasonable amount or on lands used as a temporary right of the above payments of rents INEXXENO STOCKED THE AGREE 1. The Highway Department II be sawed at its expense into quested by the lessor. All such ticess thereto, may be trimmed or uperations therefrom.  2. Upon completion of the weed up, the pit area in a reasonable	ors and assigns, for such rights, and for such materials, proper acceptance of the sum of Two Hundred
executors, administrators, success XENDO-CXOAXXOO] rents and royaltic acrej, plus a reasonable amount or on lands used as a temporary right of the above payments of rents INEXXENO STOCKED THE AGREE 1. The Highway Department II be sawed at its expense into quested by the lessor. All such ticess thereto, may be trimmed or uperations therefrom.  2. Upon completion of the weed up, the pit area in a reasonable	ors and assigns, for such rights, and for such materials, propertice of the sum of Two Hundred
executors, administrators, success XENDO-CXOAXXOO] rents and royaltic acrej, plus a reasonable amount or on lands used as a temporary right of the above payments of rents INEXXENO STOCKED THE AGREE 1. The Highway Department II be sawed at its expense into quested by the lessor. All such ticess thereto, may be trimmed or uperations therefrom.  2. Upon completion of the weed up, the pit area in a reasonable	ces and assigns, for such rights, and for such materials, except acceptance of the sum of Two Hundred

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.

IN WITNESS WHEREOF the parties hereto have set their itnesses as to Lessor:	hands and scale the day and year first above written. $-\frac{1}{2} e^{-2\pi c/3}$
J. H. Hayden, Jr.	A Company of the Comp
Shirley L. Maryin	B. F. Ackerman
SHIPTON D. PROPORTI	Lactor.
incesses as to State Highway Department:	S. C. State Highway Department
	By A. A. Muokenfuse
inda Kay Blume	Ber to the second
e State of South Carolina	
unty of Colleton	The state of the
Personally appeared before me J. H. Hayden,	r and made outh that _ he saw the
thin named B. F. Ackerman	sign, seal and as hisact and deed, execute the with-
written instrument; and that _ he with Shirley I	. Marvin witnessed the execution thereof.
rorn to before me this 9th	
y of November 1964.	The Commence of the Hayden, or
Orman A. Padgett Notary Public for S. C.	or distriction, distribution of compared to
e State of South Carolina	An in Highway Same
unty of Charleston	As to Highway Department
Personally appeared before me Saundra R. Cor	nway and made oath that he saw the
	aign, seal and as h18 ect and deed, executethe with-
written instrument; and that S he with Linda Kay Bl	
written instrument; and that S he with Linda Kay Bl	
written instrument; and that S he with Linda Kay Bi rorn to before me this 16th y of November , 19 64.	witnessed the execution thereof.
written instrument; and that S he with Linda Kay Bi rorn to before me this 16th y of November , 19 64.  M. H. Hobbs,	witnessed the execution thereof.
written instrument; and that S he with Linda Kay Bl rorn to before me this 16th y of November .19 64. M. H. Hobbs, Notary Public for S. C.	8 aundra R. Conway
written instrument; and that S he with Linda Kay Bi rorn to before me this 16th y of Novomber . 19 64.  M. H. Hobbs, Notary Public for S. C.  e State of South Carolina	witnessed the execution thereof.
written instrument; and that S he with Linda Kay Bi rorn to before me this 16th y of Novamber . 19 64. M. H. Hobbs, Notary Public for S. C. e State of South Carolina unty of	8 aundra R. Conway
	8 aundra R. Conway
written instrument; and that S he with Linda Kay Bi rorn to before me this 16th y of Novamber , 19 64.  M. H. Hobbs, Notary Public for S. C.  e State of South Carolins unty of KNOW ALL MEN BY THESE PRESENTS, That I (we) for certain valuable consideration release from the lein and for top soil, earth, gravel, sand, stone, or other similar mate	Mortgage Release  Operation of my (our) mortgage the LEASE of Borrow and Material crial, granted by the within Lease so that the lands affected thereby
written instrument; and that S he with Linda Kay Bi rorn to before me this 16th  y of Novomber , 19 64.  A. H. Hobbs, Notary Public for S. C.  e State of South Carolins unty of KNOW ALL MEN BY THESE PRESENTS, That I (we) for certain valuable consideration release from the lein and for top soil, earth, gravel, sand, stone, or other similar mate	Saundra R. Conway  Mortgage Release  operation of my (our) mortgage the LEASE of Borrow and Material rial, granted by the within Lease so that the lands affected therebyeing given by
written instrument; and that S he with Linda Kay Bi rorn to before me this 16th y of Novamber . 19 64.  M. H. Hobbs , Notary Public for S. C.  State of South Carolina aunty of  KNOW ALL MEN BY THESE PRESENTS, That I (we) for certain valuable consideration release from the lein and if for top soil, earth, gravel, sand, stone, or other similar mate all be free and unaffected by said mortgage. Said mortgage bark of Court or RMC of	Mortgage Release  Mortgage Release  operation of my (our) mortgage the LEASE of Borrow and Material rial, granted by the within Lease so that the lands affected thereby ring given by , recorded in Mortgage Book at Page in office of the County.
written instrument; and that S he with Linda Kay Bl rorn to before me this 16th y of Novoinber . 19 64.  M. H. Hobbs, Notary Public for S.C.  e State of South Carolina unty of  KNOW ALL MEN BY THESE PRESENTS, That I (we) for certain valuable consideration release from the lein and for top soil, earth, gravel, sand, stone, or other similar mate all be free and unaffected by sald mortgage. Said mortgage be ork of Court or RMC of  WITNESS our hand and seal this	Mortgage Release  Mortgage Release  operation of my (our) mortgage the LEASE of Borrow and Material rial, granted by the within Lease so that the lands affected thereby recorded in Mortgage Book at Page in office of the County.
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RTATE OF SOUTH CAROLINA.
COUNTY OF COLLETON.

CONTRACT OF SALE

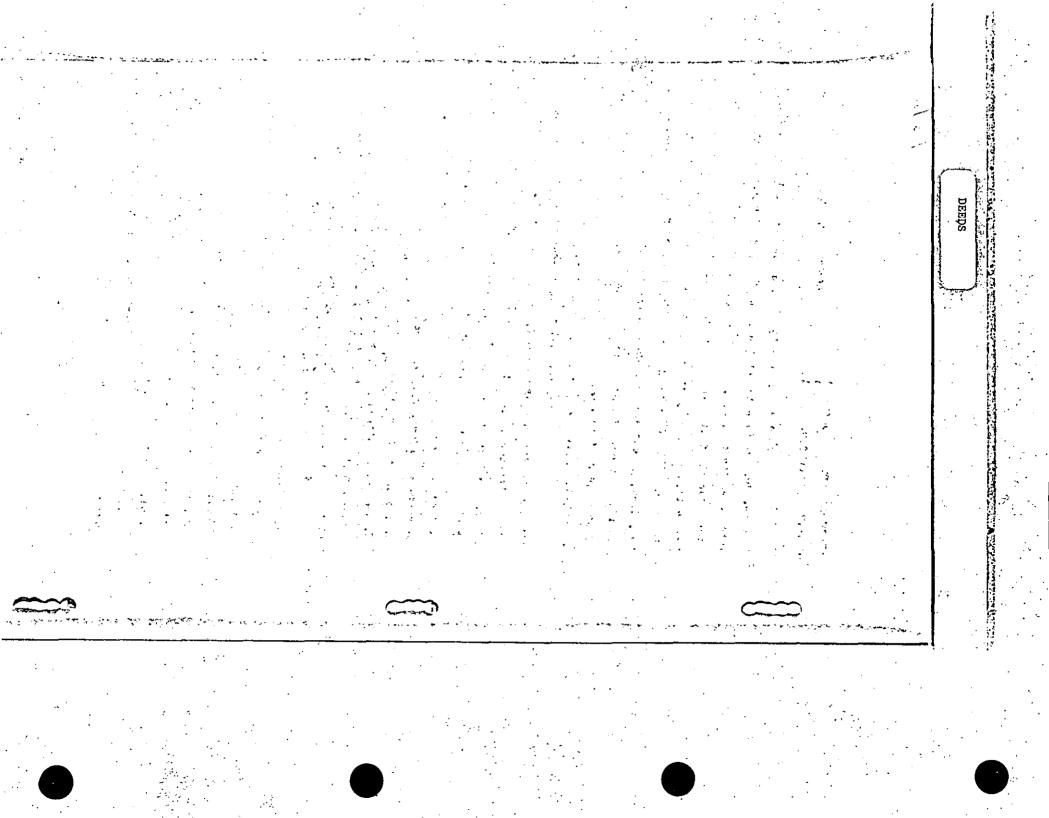
WHEREAS, on the 13th day of August, 1964, E. Berrien Senders, Jr., as Executor of the Lest Will and Testement of the late E. B. Sanders, Sr., with Fisca-Jones Lumber Co., Inc., entered into a certain Option for the purchase of the hereinafter described real estate or so many acres thereof as an accurate survey may disclose; and WHERE'S it is the desire of the said Plack-Jones Lumber, Co., Inc., to exercise such Option and the parties hereto are desirious of establishing certain procedures for the transfer, and allowing minty (90) days from the date hereof during which time to survey, if necessary, and examine the title and

THEFFAS, the late E. B. Sendere, 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 seld 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 reliminated her right to qualify and the said E. Berrien Sanders, Jr., duly qualifying as Executor of the Estate of the late E. B. Sanders, Gr. Fall Intuition. All Page 154, This Joseph

NOW RNOW ALL 4EN BY THESE PRESENTS that for and in consideration of the sum of Five (%5.0%) Dollars and other value paid by the said Flack-Jones Sumber Co., Inc. (the receipt whereof is hereby acknowledged) unto the said E. Borrien Sanders, Jr., as Executor of the Last Will and Tuntament of the late W. N. Sanders, Sr., the said E. Berrien Sanders, Jr., as Executor of the Last Will and Testment of the said E. Sanders, Br., does hereby and herein grant, bengain, sell, and agree to sail unto Pirok-Jones Lumber Co., Inc., a good and marketable for simple title, free and clear of all encumbrances to the real property bareinofter describes, and the

12-16-6x 99.m.



seid Flack-Jones Lumber Co., Inc., does covenant and agree to buy et and for the price of Pifty Five (\$55.00) Dollars per scre the following described real property to-wit:

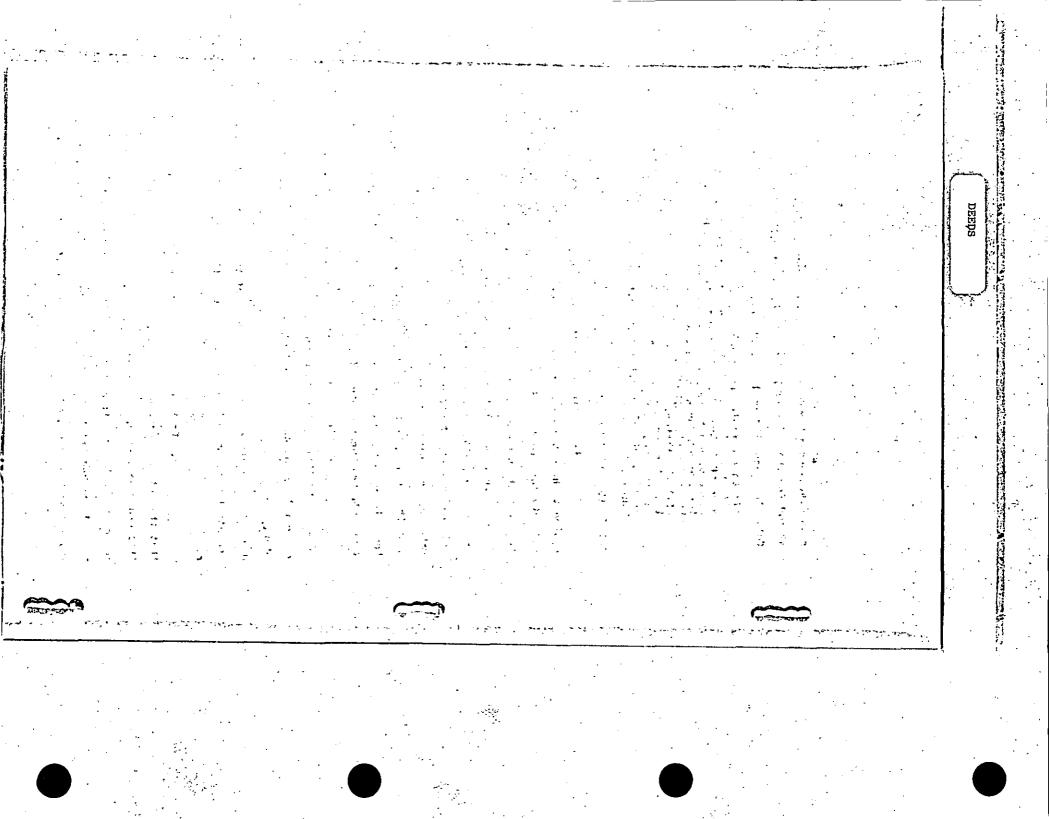
All that certain piece, parcel, or tract of land; situate, lying, and being generally on the Northeast side of Highway No. 303 in the County of Colleton; State of South Caroline, described by said Plat here-inafter set forth as containing two thousand, two hundred cinty (2,290) acres better known as Cook's Hill Plantation. For a more complete description thereof reference is hereby made to a Plat of C. B. Durent 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-with

- L. Should the said Plack-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 Leat Will and Testement of E. B. Sanders, Sr., will accept and the Plack-Jones Lumber Co. Inc., will pay the sum of Pifty Five (£55.00) Dollars per sare as per said survey whether the said survey should show less than the above described two thousand, two Hundred minty (2,290) sares or whether the said survey should show more than the above described two hundred minty (2,290) acres.
- 2. The said S. Herrien Sanders, Jr., as Executor of the Last Will and Tostament of E. B. Sanders, Sr., does hereby and herein grant unto the said Flack-Jones Lumber Co., Inc., the right, privilege, and essement of going on the property stove 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 Senders, Jr., as Executor of the Last Will and Testament of E. B. Senders, Sr., owns what is commonly known as the Beach Hill Plantation, situate to the West of the above described tract of land nortions of which lie between the above described tract of land and South Taroline Highway No. 303

12-16-64 94.m.





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) Collars an acre plus the market value of the timber situate on the purchased property.

h. 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 dompany on certain Hardwood Timber on the above described real estate and that these parties and companies have partially out in accordance with said Timber Deeds, the timber on the above described premises by area, the said I. Berrien Sanders, Jr., .. Executor of the Lest Will and Testament of E. B. Sinders, 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 S. Berrien Sanders, Jr., as Executor of the Last Will and Testamont of E. B. Sander , Br., has designated such areas on a Plat now in existence and such designation will be binding on the parties hereto, and that he, the said E. Berrien Sanders, Jr., as Executor of the Last Fill and Testement of E. B. Banders, 3r., will do everything within his sheet to have the timber in accordance with said limber Deeds removed from the above described promises as soon as practicable with good timber and looping practices.

6. It is agreed by and between the porties hereto that all current taxes and other legal assess ents shall be prorated to the date of completion of sale.

TO HAVE AND TO HOLD ALL AND STABULAR the rights, covenants, and agreements unto the respective parties, their

DEEDS

successors and assigns to be exercised on or before the expiration of minty (90) days from the date hereof.

134

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WITHESS our Hand and Seal this 13th day of Movember,

1964.

Sastora H. Mentlew

on thomas

E. Bhrrien Sanders, Jr., as the Executor of the Last Will and Tostament of R. D. Sanders Sr.

PLACK-JOHES LONBY CO. THE.

1: Ocorre H. Beard, Vice President

STATE OF SOUTH CAROLINA,

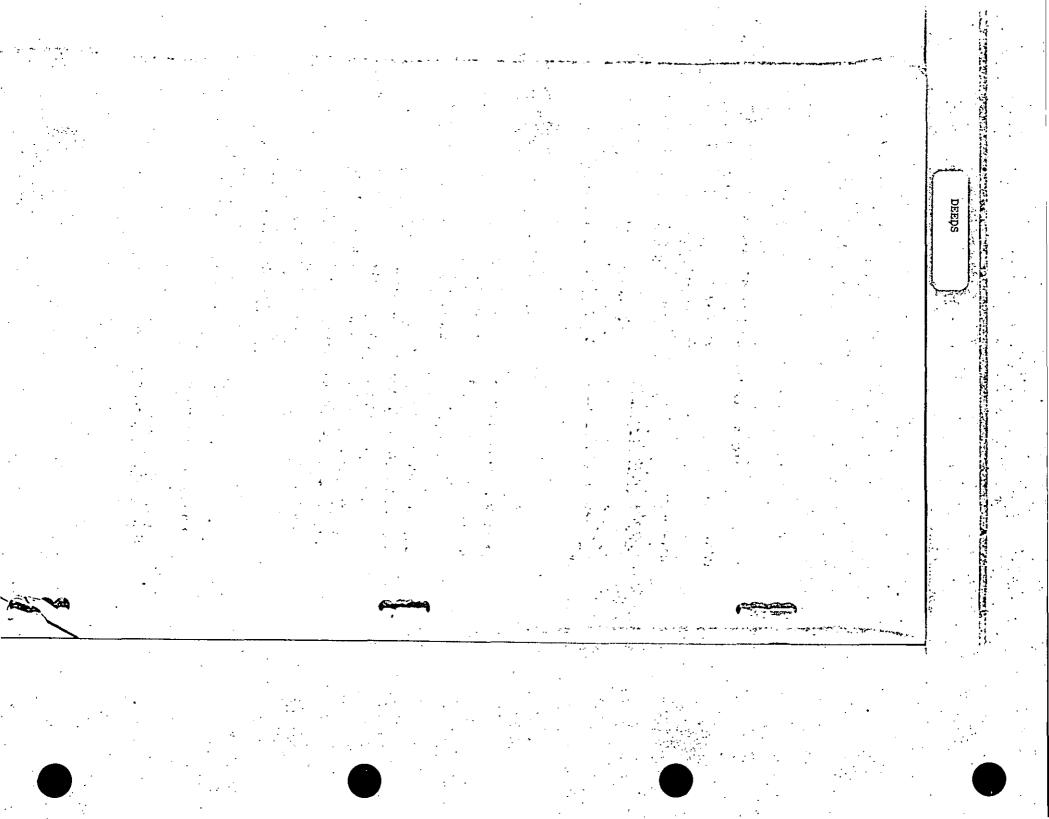
PERSONALLY appeared before we Berbara H. Merrithew and made oath that she saw the within named E. Berrien Sanders, Jr., as the Executor of the Last Will and Testement of E. B. Sanders, Sr., and George H. Bengo, Jr., Vice President of Plack-Jones Lumber Co., Inc. sign, seel, and as their act and doed, deliver the within written Deed, and that she with N. B. Hamilton witnessed the execution thermof.

Sastquar Hickory members

SWORN to before me this 13th day of November, 1964.

of the control outh Carolina.

12-16-64 94.m



576 E BLOCK B(1) olleton\County a copy of a platified by E. E. Durant, April 1911.
represents 2200 accept of find with a county road splitting
alpost equally in helf; the Northern portion as Block "A"

For as Block "B".

A. B. Brake 12-16-64 94.7

DEEDS

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of Colletons College

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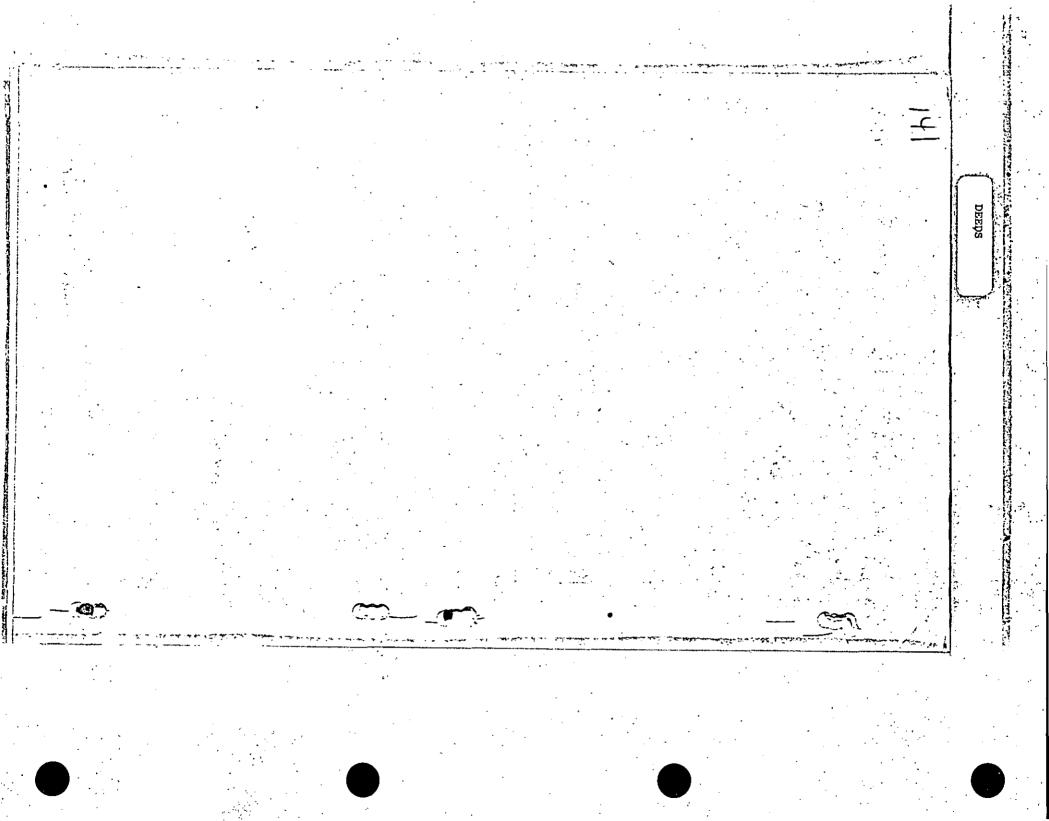
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Lesses, die during the life of this contract, then, in that event, his executors, administrators, beirs and assigns shall have the option to terminate this losse by giving written notice within thirty (30) days after said death. IT IS FURTHER UNDERSTOOD AND ACREED, That all bunting rights are reserved by the Lesson, and, further, that the Lesson, her executors, administrators, heirs and sesigns shall have the right to enter upon the premises at any time for the purpose of earing for the property. SIGNED, SEALED AND DELIVERED in triplicate this \_\_\_\_ day of April, 1964. SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF: D.W. Strakland Elizabeth S. Snyder Sandership. As to Play B. Heat STATE OF SOUTH CAROLINA ) COUNTY OF COLLETON PERSONALLY appeared before me Ruby-M: Smook Elizard that She say the within-named Floyd B. Hiott sign, seal, and as his Harquerite S. Misard the within Losse, and that the with thereof. SWORM to before me this 7th day of April. 1965

Machinette & Kingel (SPAL)

Notary Public for Bouth Carolina

Page Two

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DEEDS

STATE OF SOUTH CAROLINA COUNTY OF COLLETON

LEASS AND AGREEMENT

THIS LEASE AND ACREMENT 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 Leasor, which expression shall include his heirs, executors, administrators and assigns where the context hereof so remains or admits, and G. W. Roberts, designated herein for convenience as Leases, which expression shall include his heirs, executors, administrators and assigns where the context hereof so requires or admits, WITNESSEIN:

WHEREAS, the Lessor is the moner 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-hundreiths (.9d) of an acre, more or less, and being delincated on a plat made by S. 3. 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 Cenetery; East by lands of Fishburna; South by an unnamed street; and West by lands of Floyd Hiott.

subject to lease agreement between Ently N. Baggett and Southern Fertilizer and Chemical Company, dated 1/1 February 1963, recorded in Dued Book 132, at page 161, in the office of the Cierk of Court for Colleton County, South Carolina; and

MHERFAG, the Lessee desires to lesse said premises; including the existing building not under lesse to Joutham Fartilizer and Chemical Company, and to have Lessor steet an additional building on the property, which said now building shall assoure approximately thirty (30) feet by sixty (60) feet and include an office, restroom and space for a garage, the construction to be statisting at sucture; and

MHEREAS, the Leason is willing to erect said additional building at his expense and lease and ment the province to the Lesson, subject to the exciuting lease on a partion thereof, man the terms and conditions herein set forth.

NOW, TH ROPORE, It is mutually agreed between the parties herate

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WE follows:

- 1. That the Lessor will erect upon the lot of land hereinabove described, at his own expanse, 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 dalay, 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 Lesses shall pay all utility bills charged against said remises 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 shate while the buildings are nonusable.
- 6. The Lessee shall have the right to spect additional buildings at his expense and shall remove them at the time of the expiration of the lessee shall have the right to make alterations to the buildings leased herein, provided, such alterations whall not decrease their value.

1-15-65.

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DEEDS

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 Leases shall have the right and privilege to purchase the premises, including the portion leased to Southern Fertilizer and Chemical Company, for the num of Twenty-two Thousand Five Hundred (\$22,500.00) Dollars, provided, Lesses gives Lessor written notice of such intention at least thirty (30) days prior to the termination of this lesse.

11. In the event that lesses shall not exercise his option to purchase the premises, Lesses shall have the option to renew this lesse 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 lesse.

12. The Lesses 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 ennul and cancel this lesse 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 lirst above written in duplicate.

IN THE PRESENCE OF:

Docker Bryen

Margaret B. Hilliand

6. m Pafett (L.S.

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Application of the Party of the

STATE OF SOUTH CAROLINA )
COUNTY OF COLLETON )

PERSONALLY appeared before me <u>Margaret B. Hilliard</u>, who, being duly sworn, says that she saw the within named C. M. Pudgett and G. W. Roberts sign, seal and as their act and deed deliver the within Lease and decident, and that she with Isadere Sogoslow witnessed the execution thereof.

SWORE to before me this 9th way of January 1965.

Margaret A. Hilland

Notary Public 100 South Carolina

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1-15-65 5-P.M.

DEEDS

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STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

BUBLEASE AND AGREEMENT

January 1965, at Walterboro, South Chrolina, by and between G. W. Roberta, designated herein for convenience as Roberta, which expression shall include his heirs, executors, administrators and assigns where the context hereof so requires or admits, and Crawford's Auto Budy 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, which expression shall include

HHEREAS, by Lease and Agreement, dated 9 January 1965, Roberts has leased from C. M. Padgett the following described real estates

All that certain piece, parcel or tract or land, together with the buildings and improvements thereon, situate, lying and being in Wolfe Creek School District, In the County of Colleton, State or South Carolina, in or near the Town of Walterboro, measuring and containing ninety-eight one-hundredths (198) of an acre, more or less, and being delineated on a plat made by 3. 3. Smook, Registered 3urveyor, of date 16 August 1958, recorded in Plat Book 10, at nege 108, in the office of the Clerk of Court for Colleton County, and bounded as follows: on the North by Gallows Hill Cemetery; that by lands of Fishburne; South by an unnamed street; and West by lands of Floyd Hioth.

subject to Lease Agreement between Emily N. Baggatt and Southern Fertilizer and Chemical Company, dated 1h February 1963, recorded in Deed Book 132, at page tol, in the office of the Clerk of Court for Colleton County, South Caro-

WHEREAS, the terms, conditions and provisions of the said Roberts—
C. N. Padgett Lease and Agreement, dated 9 January 1965, have been disclosed to Crawford's and this sublease and agreement is entered into contemporanaously with the Roberts—C. N. Padgett Lease and Agreement; and

ing that C. H. Podgett is to how created on said premises, together with the rights of ingrees and spress. Such the terms and conditions herein set forth:

. Not, freederons, it is assembly agreed between the parties hereto as

follows:

1-15-65 5P.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 contoners, for a five (5) year term commencing February 1, 1965, at a mentally rental of One Hundred (5100.00) Dollars per month, payable in advance.
- 2. It is contemplated that the new huilding 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 publing.
- 3. Crawford's shall have the right to sublet its leased premises, or any portion thereof, upon approval of Roberts.
- h. The provisions of Faregraphs 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) bollars, 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 shale whils the buildings are nomusable, are incorporated into this sublemse and agreement by reference.
- 5. Each party shall be resconsible for and pay for his or its utilities by reason or his or its occupancy.
- chase the premises, he agrees to transfer and usaign this right and privilege to purchase to Crawford's and agrees to advise it forty-live (US) days before the excitation of his lease of his intention. In the event that Crawford's should carefuse the precently, Crawford's pives Reberts the right to lease the portion of the premises used by his for a term of five (5) years at One Hundred Twenty-five (4125.0) Onlives promoth.

1-15-65 5P.M.

- 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 presises upon the expiration of this sublesse in as good condition as reasonable use thermal will permit, intural warrant tear excepted.
- 9. Should the rent be unpaid and in arroars 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 repasses 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.

Done Signal Dayant B Kalliand

U. H. Roberto (T.S.)

CRAWFORD'S AUTO BODY REPAIR, INC. (SEAL)

George L. Crawford, W. President

ATTEST: felliam theches
William Cardner, Its Secretary

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PARCHALLY conserved before me Margaret 8. Hilliard, who, bring 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, send and as their acts and deeds deliver the within Sublease and Agreement, and that she with Isadore Bogoslow witnessed the execution thereof.

SUCHE to before the filts 9th day of January 1965

Danders Spain (1.3.

Margaret B. Dellaid

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1-15-65' 5 P.M

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STATE OF SOUTH CAROLINA, COUNTY OF COLLETON.

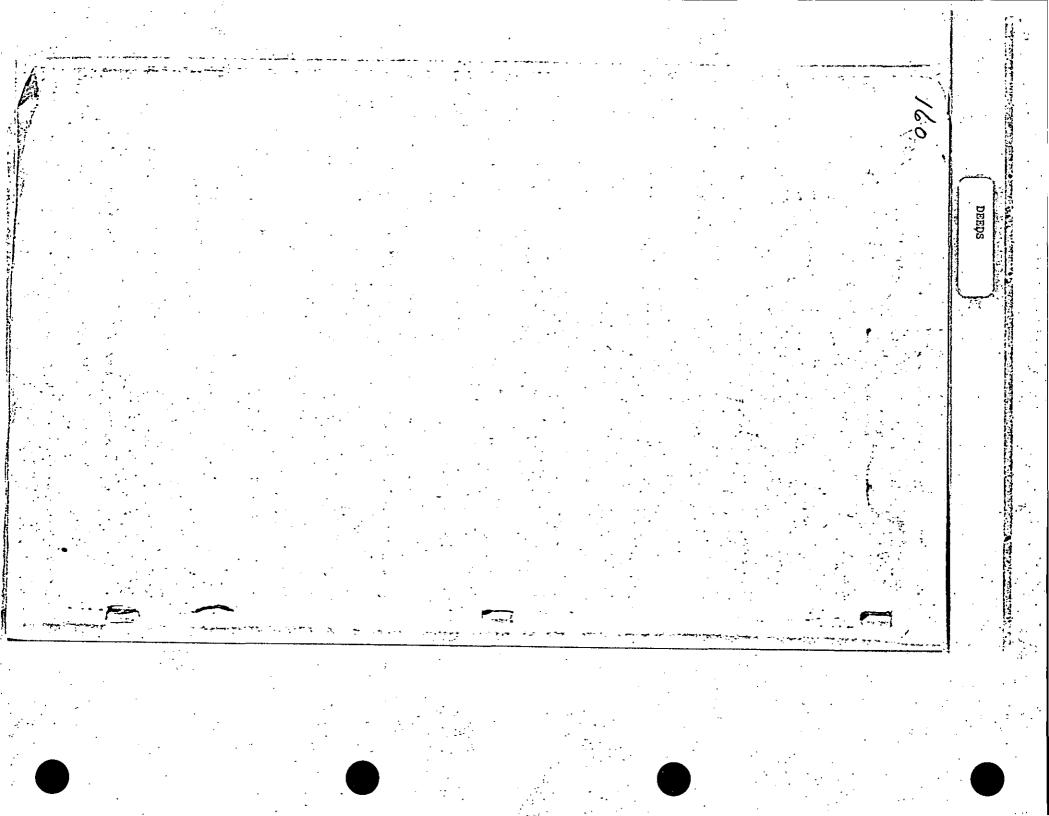
EXTENTION OF CONTRACT OF SALE

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, PlackJones 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 Pive (\$5.00)
Pollars 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 may 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 Colicton 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 hoirs, executors, administrators, successors, and assigns.

2-4-65. 99.m.



2\_

IN WITNESS WHEREOF, We have hereunto set our Hands

and Scale, this 2nd day of February, 1965.

WITNESSES:

Timber Dogodon.

Individually and as Executor of the Last Will and Testament of E. B. Sanders, Sr.

Witheren as to E. Berrien Sanders, Jr.

Flack-Jones Lumber Co., Cinc.

Barbara H. M. methew

With as as to George H. Seago,

STATE OF SOUTH CAROLINA, COUNTY OF DORCHESTER.

PERSONALLY appeared before me, Margarst B. Hilliand and made oath that she saw the within-named B. Berrien Sanders, Jr. Individually and as Executor of the Last Will and Testament of E. B. Sunders, Sr., sign, seal and as his act and deed, deliver the within-written Deed, and that the within-written Deed, and that the within-written Deed, and that the within-written Deed, and the same with the execution thereof.

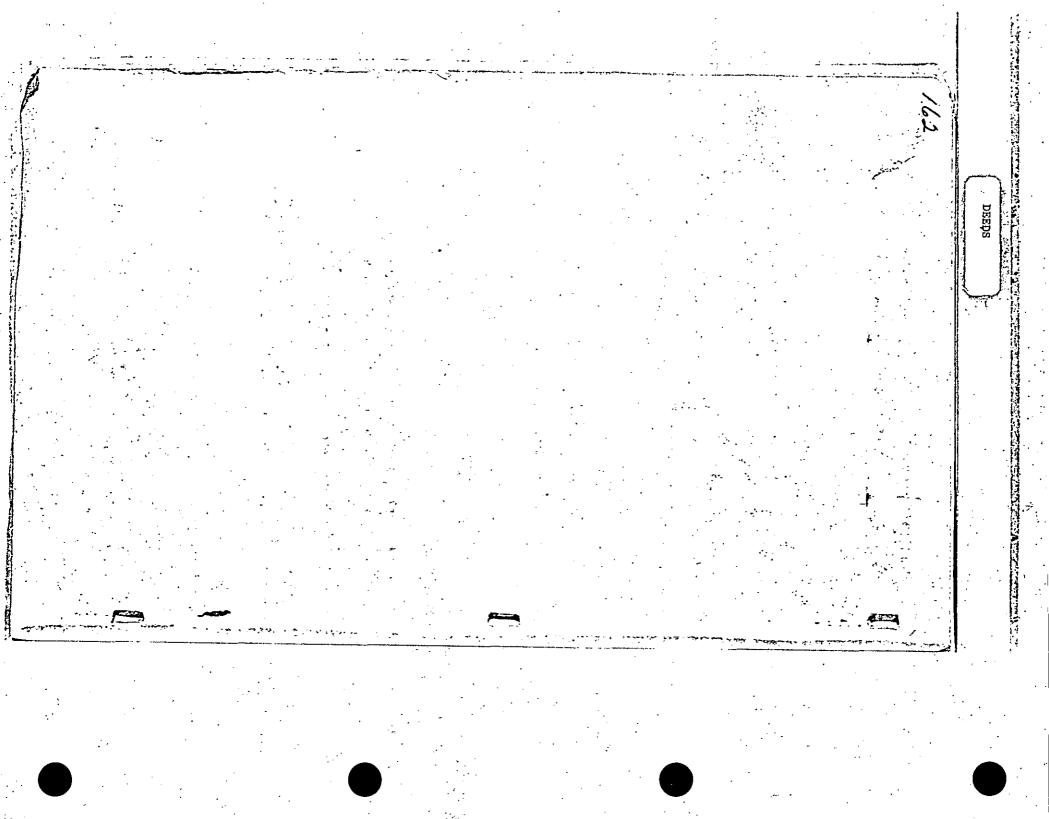
SWORN to before me this and day of February, 1965.

Margaret B. Delivered

about down Sofeeles

Notary Fublic for South Carolina.

2-4-65 94.m



-3-

STATE OF SOUTH CAROLINA, COUNTY OF DORCHESTER.

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 set and deed of the said corporation.

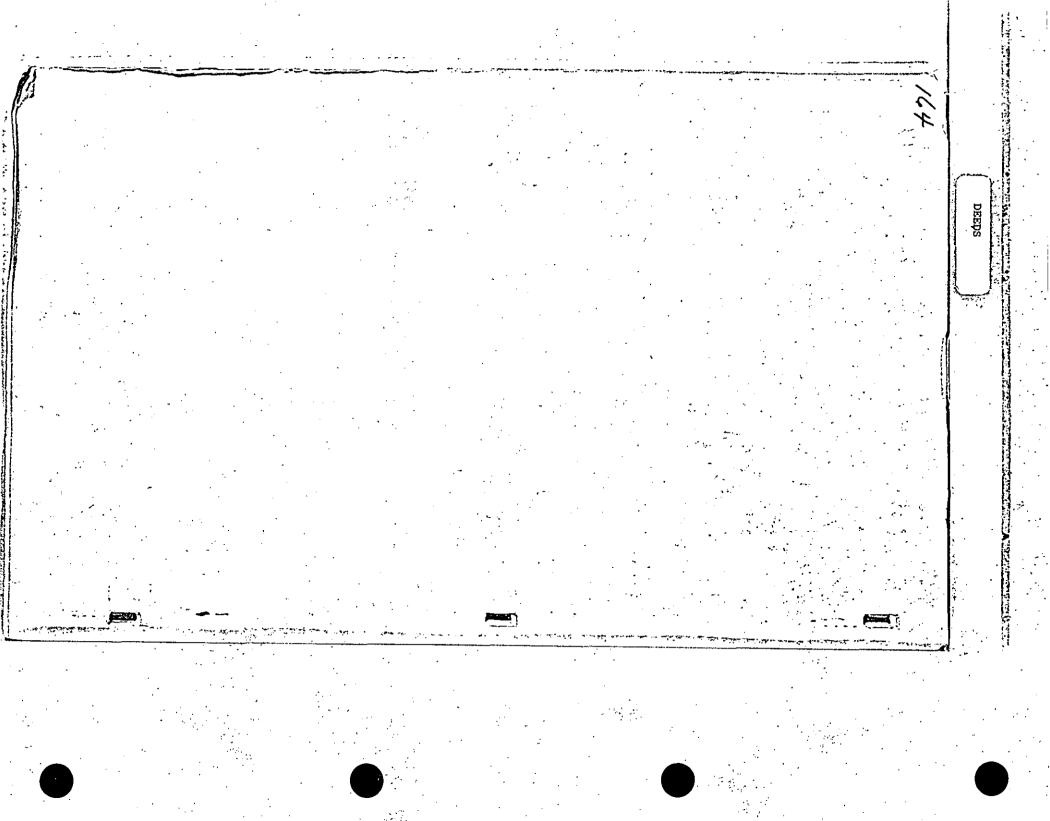
Barbara H. Menther

SWORN to before me this 2nd day of February, 1965.

Note of Turle for South Carolina.

2-4-65

94.m.



STATE OF SOUTH CAROLINA )

SC Doc Stamp

Robert W. Carter.

14000

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LEASE ACREEMENT

Reith M. Kinned, V. C. Hamilton, Jr., W. M. Bennett, E. B. Fundorburk, W. D. D. Breland, L. L. Brwin, Jr., C. H. Valentine, and R. A. Brown.

Lesses.

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 lesses and by these presents does grant, demise and lesse 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 Sixest, in the City of Walterboro, County and State aforesaid and bounded as follows, to wit: On the North by Hampton Street, and scenuring thereon Seventy-five (751) feet, more or less; from the Bast by Lot of R. M. Jefferies, and measuring thereon Ninety-tive (95\*) feet, more or less; from the South by another lot of the Crantor 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 and of a tract or lot of land conveyed to the Grantor herein by Deed of 1. M. Pishburne, as executor of the Will of W. J. Pishburne, 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 Caroline, dated 12 March 1963, and recorded in the office of the Clerk of Court of Colleton County at page

AND the Lessor herein also agrees that the Lessees shall have the use of a driveway entering on Lucas Struct with the exit on Hampton Struct, and also the use of the parking area on the adjacent property.

Recard 2-8.65

3 P. m.

W OFFICE OF H M. KINARD TERECOO, C. C.



TO HAVE AND TO HOLD, The same for altern of Ten (10) years, to begin the Pirst 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-Tive and No/100 (\$155.00) 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 Lessess, 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 Bight 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 Sevings 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 acquire, and the Lessor covenants and agrees not to permit anyone to place wreet, maintain, or paint any sign or signs on the roof walls or anypless also 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 Lessee or any renewal thereof.

(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 Lessoes complete accuptance of said demised premises.

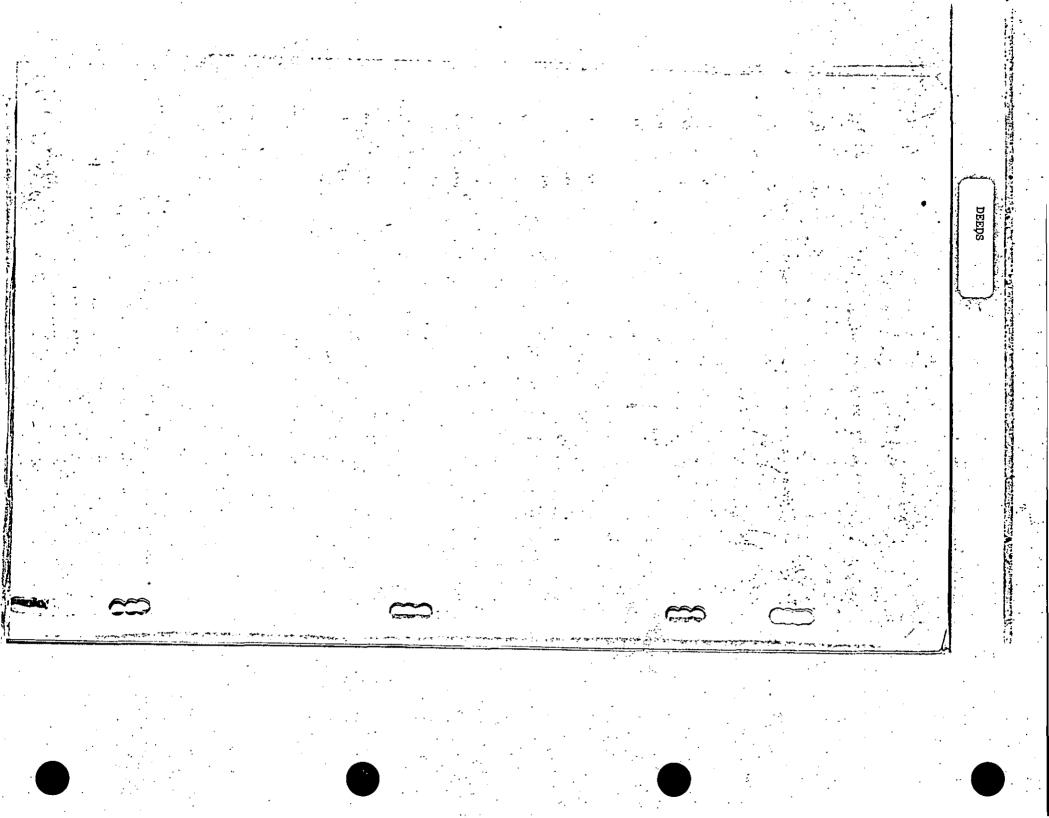
AND THE LESSOR hardby covenants and agrees with the Lessec's as follows

- (2) That the Lessor, at the time of execution of these presence, how 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 Lassor will put the Lassess in actual possession of the herein demised promises by July 1, 1963, and the said Leasess on paying the said rent and performing the covenants herein agreed by them to be performed, shall

LAW OFFICE OF KEITH M. KINARD WALTERBORG, G. S.

2.8.65

3 P.M



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 Lossecs shall have the right to sublet the premises herein rented or any portion thereof.

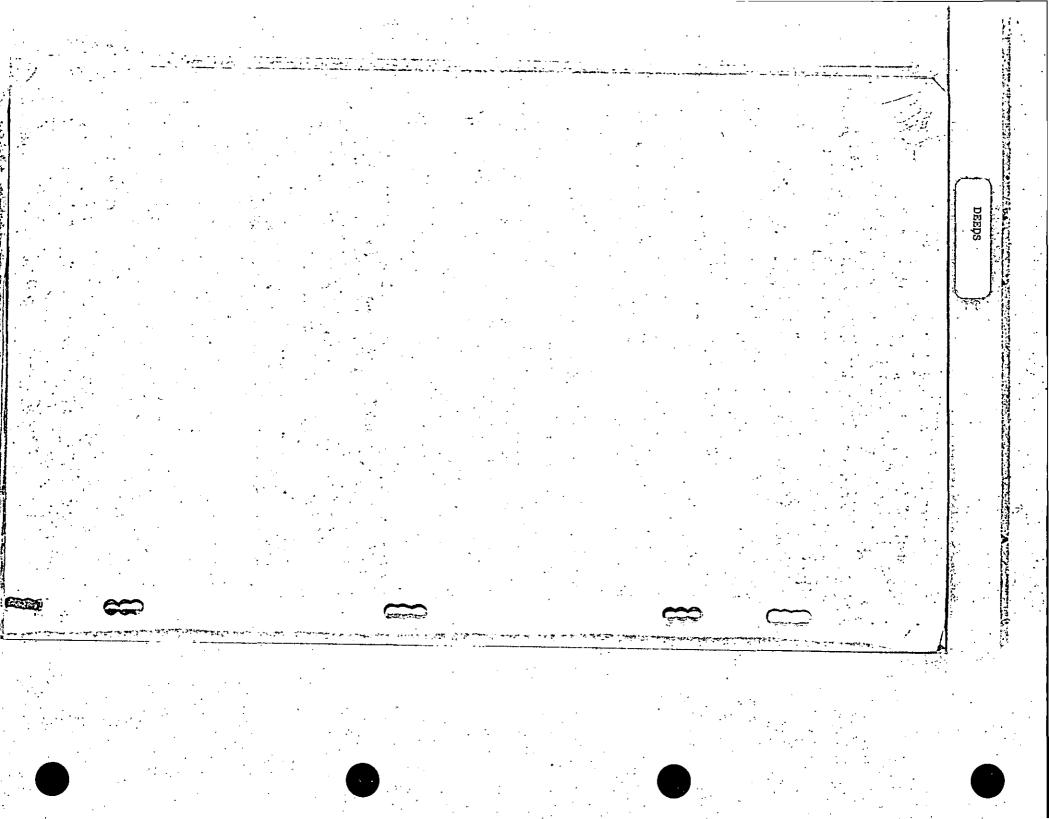
If IS agreed that the Lessees are to have the right to make any alterations or improvements that they desire in the said premises, at their was expense, and the Lessees shall also have the right to remove from the raid premises any fixtures, furniture or equipment that they shall use in the peration of any business carried on in said premises, provided that in the emoval 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 Lessoes 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 forderal Savinga and Loan Association, such a may other financing or lending establishment or relate, business.

IT IS FURTHER ACREED by and between the parties hereto, that upon the issuance of a Pederal Savings and Loan Association Charter to the Lesses

2-8-65 3P.m

200



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 assigns.

DONE at Walterboro, South Carolina this the 1/ day of March 1963.

IN THE PRESENCE OF:

Ed him h

Robert W. Cartor, Lesson

Kaith M. Kingry, Lasses

V. C. Hamilton, Jr., Labor

W. M. Bennott, Lesses

R. B. Funderburk, Lessee

W. D. D. Bretand Losses

L. L. Rewin, Jr., Lossee

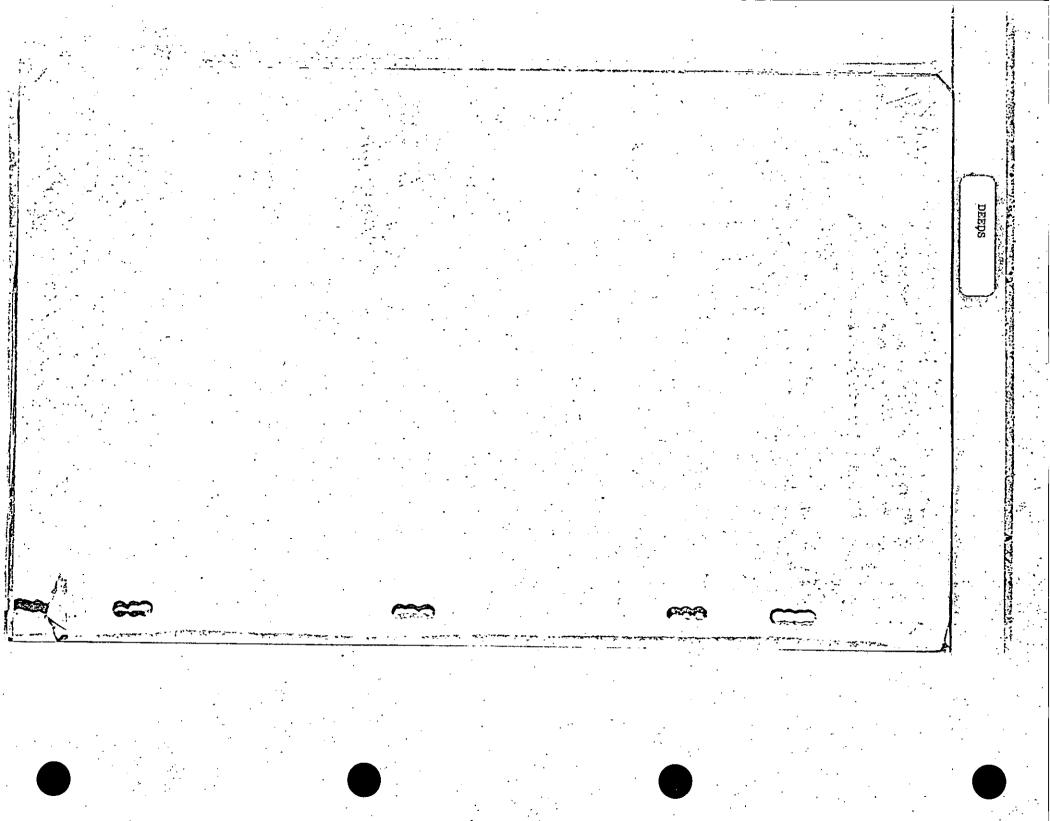
C. II. Vulentine Lessen

H. A. Brown, Leasue

DIFFICE OF M. KINARD

2-8-65

3 P. M.



Ed mich gr

STATE OF SOUTH CAROLINA COUNTY OF COLLETON

says that he saw the within named Robert W. Carter, Lossor, and Kelth M. Kinard, V. C. Hamilton, Jr., W. H. Bennett, B. 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., withessed the execution and delivery thereof.

of March 1963.

Walterboro, South Carolina FFB 13, 1965

I, the undersigned, in return for the sum of Treffungera Donners (\$200.00) received this date, do hereby great this exclusive option to purchase land in the amount of TNENTY (20) acres to OLYDE O. ACKERMAN, Esquire. This option is granted for a period of two weeks from this dute. The sum of money received this date shall be applied to the total murchase price of ... EIGHT THOUSAND DOLLARS (M8004 9) upon execution of the option. The screage in question is located more or less along Highway 17, exact location to be specified by plat upon execution of eptions

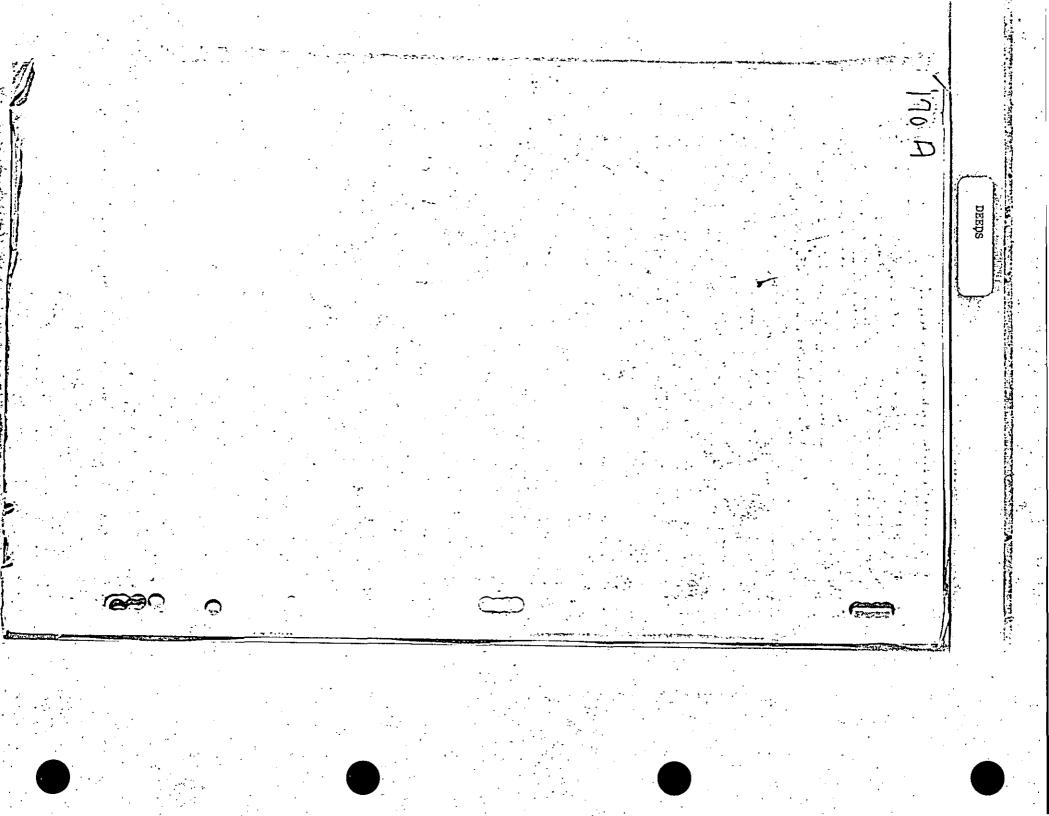
A copy of this option is furnished to CLYDE O. ACKERMAN, Esquire, and a copy retained by the undersigned.

Loyal Bishot Mario K. Bishop Recorded this Cterk 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 Mavie 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

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The state of the s
J. Boyd Morris, et al to Marshall W. Catterton
The Press and Standard, Watterburg B. C.
ATHE STATE OF SOUTH CAROLINA PLOUD ALL MEN BY THESE BEFORE THE
ATHE STATE OF SOUTH CAROLINA, KNOW ALL MEN BY THESE PRESENTS, That
No. J. Boyd Morris and Bessie M. Morris wife of J. Boyd Morris are Marshall W. Cutterton
1950 and 1910. Dong have a few excessionment of the continue o
TWO THOUSAND (\$2,000,00) DOLLARS
IWO 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 bindOUF selves and each and every ofus 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-minth year of
the Sovereignty and Independence of the United States of America.
WHEREAS, the above boundenJ_Boyd Morris and Bessie M_Morris
ha we this day agreed to sell to the said MarshallW. Catterton
the following described tract of land
in the County of Colleton to wit: All that pixes parcel or lot of land together with the buildings and improvements thereon or which may be added there-
to during the term of this agreement situate; lying and being on the Eastern edge
of the Town of Walterborg in the County of Colleton and State of South Carolin
known and designated as Lot No. 13 on a plat made by Harry M. Pripp, Registered Surveyor, of date 25 April 1949. Said lot measures eighty-three (83) feet on the
Northestern and Southwestern lines and one hundred twenty-five (123) feet on the
Southeastern and Northwestern lines and bounded on the Northeast by Street; South
east; 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
Effetern edge of the Town of Walterboro in the County of Colleton, and State of
51 1 Carolina, known and designated as Lot No. 16 on plat made by Harry M.
A Sap. Registered Surveyor of date 25 April 1949. Said lot measures eighty-three () 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-fou
and seven-tenths (124.7) feet on the Northwestern line and bounded on the
Nor heast by Lot No. 13; Southeast by Lot No. 17; Southwest by a Street; Northwest by Lot No. 13.
on condition the the said Marshall W. Catterton together with interest in the said Two Towns Dollars, in manner following, that is to say
Two 7 Dollars, in manner following, that is to say
payal   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
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
genuse to be made, executed and delivered a good and sufficient Deed of Conveyance in Fee Simple of the land
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 casence
this contract, and that in the event of the non-payment of said sum of money or any part thereof, promptly
J. Boyd Morris and Bessie M. Morris are
** absolutely discharged from any and all liability to make and execute such
igheed, and may treat the said Marshall W. Catterton
and 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.
St
J. Boyd Morris of the presence of the state of the presence of the presence of the presence of the state of the presence of the state o
in the presence of Mrs. Bessie M. Morris
Recorded Peb. 18, 1965 2 P. M.
regorded reb. 10, 1905 21. A.

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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)

Form No. 900-LEASE-Revised 1923

## STATE OF SOUTH CAROLINA,

terminate this Agreement.

THIS AGREEMENT, Made this #800	Seh day of Substance James 19.65
between	
ereinafter styled the Landlord, andO_B_	Jones and G. R. Jones, Jr.
ereinalter 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 Land
ed without artificial heat, light or water	t piece, parcel or track of land in Scooks School Di
Solleton County S. C. containing 1	116 acres, more or less and bounded as follows: No
	f Carroll; South by H. R. Bernes and Brs. H. H. Carl
and Ungs by Buckhead Buren.	
	,
be used as	
	o described for the term of _five_(5)_years with the aption.
ronew for an additional five (5)	) years.
nd to end on the	day of
Piva (35.00) Dollare, L	
,	
······································	
•	day of each and every month during the life of th
ase by the Tenant to the Landlord at	
ate aforesaid, or to the duly authorized Agent of the	a Landlord.
	notice in writing shall be given previous to the expiration of th
I .	nt, of the Landlord's desire to have possession of the premises, or like notic trann's intention to vacate the premises after such expiration, then it is hereb
•	and binding from the termination of the period berein specified in all its prov
	be thereafter terminated on the last day of any calendar month by notice of no
se than thirty days given by either party.	,
AND IT IS AGREED, that neither the said pren- be used for any purpose other than the above mention	mises or any part thereof shall be assigned, let or underlet; or used or permitte
•	n demand reimburse the Landlord for all breakage of glass and all other injurie
me during the Tenant's tenancy to the said premises, o	or to any fixture or appurtenances, excepting such as are produced by accidents
***	ke any alterations, additions or improvements on said premises without th
	iditions and improvements made upon the said premises shall be the property of
	expense, keep in repair all gas, electric and heating fixtures, and also all plumbin, , or any neglect or carelessness of any person or persons on said premises.
1	e payment of rent at the time above specified, or if default shall be made it
, ,	ts herein set forth, or if the Tenant shall become insolvent or vacate the sai
	uld accrue for the unexpired term shall at once become due and payable to th
•	terminate this Lease, and re-enter and forthwith reposses all and singular th
	ht to distrain for all rent that may be due; but the collection by the Landlor
•	to all the Tenant's rights under this agreement during the period for which th
•	to all the Tenant's rights under this agreement during the period for which th
nt may have been collected.  AND IT IS AGREED, That the Landlord shall	to all the Tenant's rights under this agreement during the period for which the have the right at the Landlord's pleasure at reasonable hours, to enter asis, and also that the Tenant will be liable for any damage suffered during the

2-20-65

MA

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)

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VT. Made this Mitch Sth day of Personal Indianary 19.65	a A. Josea	bereinufter ayled the Landtord, andO.B. Now.B. and C. R. Now.M. Ir.	MATHESSETH:	THAT the said Landlord does bertby lease unto the said Tenant, and the said Tenant does hereby lease from the said Land-	lord without artificial heat, light or water . All that places, parcell or knock of land, in Broadka Bulbool, Most	Calleton-County, 8,-C., containing life acres, more or less and bounded sa fallows; North	-istate of B. L. Jonas, Bot by Joff Carrells, Smith by M. R. Bernes, and line, H. R. Carter	wad Beng			TO HAVE AND TO HOLD the premises above described for the term of ! ** ** ** ** ** ** ** ** ** ** ** ** *	the	3th day of Lorenty 19 70, at a rental of	Myw (55.00) Dollars, Love and Affoction	
THIS AGREEMENT, Made this High Sch dy of.	between Cloudin A. Joseph	hereinafter styled the Landlord, and	bereinsiter styled the Tenant, WITNESSETH:	THAT the said Landlord does bereby lease ut	lord without artificial heat, light or water ALL Ch	-deliaton-county-8,-C.vcontaining	- Estate of B. L. Jonan, Last by Jo	and that hy Dichtend Bench.		to be used as	TO HAVE AND TO HOLD the premises aby	aid term to commence on the	and to end on the 3th	Biva (55.00) Dollara.	

on the last day of any calendar 중 Tenant, of the Landlord's State eforcesid, or to the duly authorized Agent of the Landlord agreed that this lease will be considered as extended and month to month which may ä Landlord to the Tenant to the Landlord of Tenant to the Landlord at AGREED, period herein specified, by the less than thirty days given by AND IT IS as a tenancy 2

onth during the life of this

tay of each and every

rent to be paid in

AND IT IS AGREED, that posither the said premises or any part thereof shall be assigned, let or understet; or used or permitted purpose other than the above mentio to be used for any

mand reimbures the Landlord for all breakage of glass and all other injuries the Landord; and that the Tennat shall at the Tennat's expense, keep in repair all gan, electric and beating faxtures, and also all plumb! when damaged as the result of freezing pipes or fixtures, or any AND IT IS AGREED, That the Tenant shall on natural decay; and that the Tenant shall not make the Tenant's tenancy to the said premises, consent of the Landlord, and all alterations,

the L default shall be prejudice to his right to distrain for all rent that may be due; but the mexpired term shall at Landlord to terminate this Lease, and re-enter and of rent for the unexpired term shall entitle the Tenant to all the Tenant's rights under this ii G the performance of any of the provisions or agreements herein set forth, then the entire amount of rent that would accrue for the AND IT IS AGREED, if default be made in the payma adlord; and it shall be lawful for the rent may have been collected. premises; that

destruction of the said premises by fire shall Tenant will be liable for AND IT IS AGREED, That the Landlord shall have the right at the Landlord's pleasure also that the also that the or property while on said premites, Š Landlord's Agents, in person or by the

AND IT IS LASTLY ACREED, That the terms of the foregoing lease shall not be varied or modified without the parties hereto being first endorsed hereon.  IN WITNESS WHEREOF, the said parties have hereuntoset their hands and scale the day and year first ab SIGNED AND SEALED IN PRESENCE OF  /s/ Gerald C. Smoak /a/ Claudia A. Jones /a/ C. N. Jones /a/ STATE OF SOUTH CAROLINA )  PITSOUALLY appropried before use Koye B. Hadoon, and mode ooth that a within-money O. B: Jones With	the consent
AND IT IS LASTLY ACREED, That the terms of the foregoing lease shall not be varied or modified without the parties hereto being first endorsed hereon.  IN WITNESS WHEREOF, the said parties have hereuntoset their hands and scale the day and year first ab SIGNED AND SEALED IN PRESENCE OF  /a/ Gerald C. Smoak /a/ Claudia A. Jones /a/ C. N. Jones /a/ C. N. Jones  STATE OF SCAFFII CAROLINA  COUNTY OF COLLEGES  PERSCHALLY appropried before the Knye B. Haddon, and mode ooth that a	the consent
AND IT IS LASTLY AGREED, That the terms of the foregoing lease shall not be varied or modified without he parties hereto being first endorsed hereon.  IN WITNESS WHEREOF, the said parties have hereuntoset their hands and scale the day and year first absigned AND SEALED IN PRESENCE OF  /a/ Gerald C. Smoak /a/ Claudia A. Jones /a/ C. N. Jones /b/ C. N. Jones /b/ C. N. Jones /b/ C. N. Jones, Jr.  STATE OF SOUTH CAROLINA  PERSONALLY appeared before see Kaye B. Hadoon, and mode ooth that a	the consent
he parties hereto being first endorsed hereon.  IN WITNESS WHEREOF, the said parties have hereuntoset their hands and scale the day and year first absigned AND SEALED IN PRESENCE OF  /a/ Gerald C. Smoak /a/ Claudia A. Jones /a/ C. N. Jones /a/ C. N. Jones  /a/ C. N. Jones  /a/ C. N. Jones  PERSCIALLY appropried before see Kaye B. Hadoon, and mode ooth that see	ove written.
IN WITNESS WHEREOF, the said parties have hereuntoset their hands and scale the day and year first absigned AND SEALED IN PRESENCE OF  /a/ Gerald C. Smoak /a/ Claudia A. Jones /a/ C. N. Jones /a/ C. N. Jones /s/ C. N. Jones  DOUNTY OF COLLECTI  PERSONALLY appropried before see Kaye B. Hadoon, and mode ooth that s	(L.
SIGNED AND SEALED IN PRESENCE OF  /s/ Gerald C. Smoak /s/ C. B. Jones /s/ C. N. Jones, Jr.  STATE OF SOUTH CAROLINA )  COUNTY OF COLLECTS  PIRSONALLY appropried before the Kaye B. Baddon, and mode onth that a	(L.
/a/ Gerald C. Smoak /a/ Claudia A. Jones /a/ Kaye B. Hudson /a/ O. B. Jones /a/ C. N. Jones, Jr.  STATE OF SOUTH CAROLINA )  DOUBTY OF COLLEGE:  PIESCHALLY appropried before see Kaye B. Hadoon, and mode ooth that a	(L)
/a/ Kaye B. Hudson /a/ O. B. Jones /a/ C. N. Jones, Jr.  STATE OF SOUTH CAPOLINA )  COUNTY OF COLLEGE: )  PIESCHALLY appropried before one Kaye B. Badoon, and mode onth that a	(L)
STATE OF SOUTH CAPOLINA )  COUNTY OF COLLETCH )  PIRSONALLY appeared before see Kaye B. Badson, and made ooth that a	(L.
STATE OF SOUTH CAPOLINA )  COUNTY OF COLLETCH )  PIRSONALLY appeared before see Kaye B. Badson, and made ooth that a	(L.
COUNTY OF COLLEGES )  PIRSONALLY appeared before me Kaye B. Badson, and mode onth that a	
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STATE OF SOUTH CAROLINA

OPT TO

hand paid at and before the subling of these presents by W. C. Wolker, the receipt whereof is hereby acknowledged, we, Florence Dethes, formerly known as Flore Bells Lethan; Edgar Sethan; and Edgar Fields, Paul Fields and Lincoln Fields, have bergained and served, 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 Curollina, mensuring and containing two hawired (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 Theyer lumber Company; on the South by lands formerly of A. C. Schaffer, now of Simples and on the West by lands formerly of C. D. May, now of Simples.

This being the same tract of land conveyed to Matilda Bethes, as Trustee, by Theyer Lumber Company by deed dated 15 June 1909, recorded in Drad Book 28, at page 1909, the suid Matilda Bethes being deceased and the optionors herein being the sole surviving country que trust;

for the sum of Thirtgen Thousand and No/100 (\$13,000.00) Dollars, payable as of follows: One Hundred and No/100 (\$100.00) Dollars at the execution hereof and Twelve Thousand Mine 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 Hems, ancumbrances and defects.

DROVIDED, this option is exercised within sixty (60) days from the induce horses. Notice of exercising shall be given in writing by letter deposited that the United States mail on or before sixty (60) days from the date hereof and endoressed to Florence Pathes. 197 Educambe Avenus, Apartment 6-K, New York it, 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 Landors Popositor, Attorney at the 110 Ealter Street, Walterbore, South Carolina, or at such other place as pair be agreed upon by the partice barnto.

The deposit of one Heared and No/100 (\$100.00) Collars, made and delivered at the execution become, shall be applied to the rent of the property

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AND IT IS LASTLY ACREED	, That the terms of the for	egoing lease shall not be varied or modified withou	t the consent
parties hereto being first endorsed b			
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/s/ Gerald C. Smoak	<del></del>	/a/ Claudia A. Jones	(L S
/a/ Kaye B. Hudaon	<u> </u>	/e/ O. B. Jones	(I_ 8
	*	/s/ C. N. Jones, Jr.	
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GOVERN OF COLLETON

OPTION

For the number One Mindred and No/Ico (\$100,00) Dollars to us in hand maid at and herors the scaling of these presents by W. C. Walker, the receipt whereof is hereby acknowledged, we, Florence Bathes, formerly known as Flore Baths Bathas; Edgar Bathes; and Edgar Fields, Paul Fields and Lincoln Fields, have bargained and agreed, and do hereby bargain and agree to sail to the said W. C. Walker, or his assigns, the following described property:

All that tract of land to Verdier Township, County of Celleton, State of South Carolina, mensuring and containing two hausired (203) acres, more or less, the exact acrongs 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,

This being the same treet of land conveyed to Matilda Bethes, as Truited, by Theyer Lember Company by deed dated 15 June 1909, recorded in Dadd Book 28, at page 195, the said Matilda Bethes being deceased and the optioners haveln being the sole surviving coulded que trust;

for the sum of Thirtgen 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 Mina Hundred and No/100 (\$17,900.00) Dollars at settlement, upon the delivery of a good and marketable title to the above described property.

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 shall be firegone Pethes. 307 Educamba Avenus, Apartment 6-M, Maw York 11, New York. Bettlement 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 alignous Hoperion, Attorney at how, 110 Walter Street, Walterhore, South Carotina, or ut such other place as may be agreed upon by the parties hereto.

The disposition one thermal and Vo/100 (\$100.00) Dellars, made and delivered at the recention becast, shall be applied to the rest of the property 193A SĆZZC

by W. C. Welker for the year 1965, should the title to said property prove not good and medicatable. WITNESS our hands and sents this 11th day of February 1965. IN THE PRESENCE OF Indredonli Plorene Bether As to Edgar Fields, Paul Fields and Lincoln Fields. STATE OF SOUTH CAROLINA COUNTY OF COLLETON PETGONALLY appeared before mc Maryaret B. Hilliard nath says that she saw the within named Florence Bethew sign, seal and as her act and deed deliver the within written Option and that she with Isodory Rogoslov witnessed the execution thereof. SWRN to before me this 11th demof February 1985

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UNITED STATES OF AMERICA )

Cherk of Court, Colletin County, S. C.

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,

## WITHESSETH:

THAT LESSOR, for and in consideration of the sum of FIVE HUNDRED AND MO/100 (\$500.00) DOLLARS in hand paid, receipt whereof is hereby acknowledged, and the covenants to be performed by UNION-CAMP, has lessed and by these presents does lesse 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 piace, parcel or tract of land containing five (5) acres, more or less, situate, lying and being in Colleton County, South Carolina, known as the Ashapoo Ferry Tract, bounded now or formerly as follows, to wit: On the northeast by the low water mark of the Ashapoo River; on the southeast by the "Old Ferry" Read separating from other lands of Joseph C. Smith; on the southeast 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 (1) 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 3, 1965

10th day of February of each and every year of the term of this Lesse Agreement.

IT 18 HERBHY 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, reil-road 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 trespess, and without prejudice to any remedies which might otherwise

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be used for arrears of rent or breach of covenant, and upon entry as aforesaid this Lesse shell 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 lessed 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 lessed premises at the entrance to LESSOR's fishing camp.
- 8. All rights and liabilities berein 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 Bundred Eighty-ninth year of the Sovereignty and Independence of the United States of America.

digned, sealed, and delivered in the presence of:  I Rickett  Umald W. Frague	Joseph C. Smith, LESSOR	: ).;
Phyllia AlChagas	By MOCANT (L.)  ATTEST:  WE. by Carly  A SECRATARY	3.





STATE OF SOUTH CAROLINA ) COUNTY OF COLLETON

PERSONALLY appeared before mm \_ saw the within-named JOSEPH C. SMITH sign, seel and as his act and deed deliver the within-written Lease and that \_\_she with Donald H. Fraser witnessed the execution thereof. lice I Richetto

SWORM to before me this 10th day of February, 1965.

My Commission expires at the Pleasure of the Governor.

STATE OF NEW YORK ) COUNTY OF MEN YORK )

PERSONALLY appeared before me esw the within-named UNION RAG-CAMP PAPER CORPORATION, by , its  $\underline{U}_i$   $c_i$  President, and  $\underline{\phantom{U}}_i$ Secretary, sign the within instrument, and the said Corporation, seal said instrument, and, as its act and deed, deliver the same, and witnessed the execution thereof.

medical & Leitel

SWORM to before me this day of Fabruary, 1965.

Vanj

Notary Public

ANNE E. GRANT
MOTARY PUBLIC, fines of New York
No. 24-60256 to
Quolitied in Kinux Thoraty
Certificate filed in New York, County
Commission Expires Murch 30, 1986

Mrs Jusyd Casmit

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STATE OF SOUTH CAROLINA COUNTY OF COLLETON

RESUNCIATION OF DOLLER

I. Donald H. Fraser do bereby 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 us, and upon being privately and separately examined by ms, 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 BAC-CAMP PAPER CORPORATION, its successors and assigns, all her interest and astate, and also all her right end claim of Dower, of, in, or to all and singular the premises within mentioned and released.

Given under my hand and seal this 10th day of February, 1965.

Morald Gy FrankyMotary Public for South Carolina

My Commission expires at the Pleasure of the Governor.

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E. B. Sanders, Jr. and Flack Jones Lumber Company, Inc.

STATE OF SOUTH CAROLINA,

AGRERERET

This Agreement made and concluded at Summerville,
South Carolina, this 24th day of Pebruary, 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 Plack-Jones Lumber Co., Inc., hereinafter referred to as Party of the Second Part.

that for and in consideration of the sum of Pive (\$5.00) Dollars, the receipt whereof is hereby acknowledged and the mutual covenants and agreements hereinafter set forth the Party of the Pirst 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 Rill 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

Meat by South Carolina Righway No. 303.

All that certain piece, parcel, or tract of land situate, or lying, and being hear the Village of Hitter, 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 Welterboro; 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.

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contains one Hund/Firty Pive (135) acres nore of less commonly known as the Lamacks Track butting and bounding as follows to-wit: North by lands of Plyer; East by what is commonly known as "West Beach Hill" hereinabove described; South by lands of Britt; West by lands of Mary Sanders and B. 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 combaining Three Bundred Minty (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 K. G. Ritter; and West by lands of William's Furniture Company.

upon the terms and conditions as follows to-wit:

Acres and State of the second

- that the Party of the Pirst 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.
- 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 Minty (390) acres and the Lemacks Tract containing One Hundred Fifty Pive (155) acres, but not to include the saw timber and trees on the above described North Beach Hill Tract containing Two Hundred Seventy (270) acres and West Beach 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 lat day of April, 1965.

coverable, and agreements herein granted unto the respective parties, their heirs and assigns or successors and assigns for and during the term herein set forth.

WITHESS our Hand and Soal this day and year first

shows tricter.

WITERSSES

Rarbara H. Menetten

N. H. Hamilton

Individually and as Executor of the Last Will and Testament of E. B. Sanders, Sr.

PLACE JOHES LUMBER CO. - ING.

By George H. Seago, Jr.

STATE OF SOUTH CAROLINA, ...

PERSONALLY appeared before me Barbara H. Nerrithew and made onth 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. E. Hamilton witnessed the execution thereof.

Barbara H. Morrishew

SWORN to before me this 24th day of Pebruary, 1965.

N. H. jumilton
Notary Public for South Carolina.

recorded 2/27/65 9'A. M.

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STATE OF BOUTH CAROLINA )
COUNTY OF COLLETON )

 $(\cdot,\cdot)$ 

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:

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.

2. The said Trustees, party of the second part, agree to, pay to the party of the first part therefor, the sum of Beventy-six.

Thousand and 00/100 (\$76,000.00) Dollars in the following manner, to

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 in clude principal and interest, on or before March 1, 1986;

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;

est 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: N

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.

- so 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 described; 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 in hereinabove described as shown on plat by 8, 8. 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 Caroline, this lat day of March 1965.

BONNIE DOONE, INC. (L.S.

ATTEST:

By:

L. G. Fishburne, Prusident

Secretary

Witnesses as to Bonnie Doone, Inc.

W. J. McLeod, Jr.

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recorded 3/3/65 11 A. M.

GHARLESTON PRESBYTERY (L,8.) (L.8.) Rarvey Wittschen STATE OF SOUTH CAROLINA ) COUNTY OF COLLETON PERSONALLY appeared before me the and made oath that he saw the within named L. G. Fishburne, as dent of Bonnie Doone, Inc., sign, seal and, as his act and deed, de liver the within written Lease Purchase Agreement for the uses and purposes therein mentioned, and that he, with M. J. M. Yung witnessed the execution thereof. SWORN to before me this My day of March 1965. ry Public for South Carolina (My commission expires at the pleasure of the Governor.

recorded 3/3/65 11 A. M.

STATE OF BOUTH CAROLINA )
COUNTY OF CHARLESTON

PERSONALLY appeared before me Rev. T. W. Horton. Jr. and made cath 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 Agrees H. Arnette witnessed the execution thereof.

(SEAL)

SWORN to before me this 2nd day of March 1965.

Rev. T. W. Horton dr

Notary Miblic for South Carolina Carolyn M. Sweeten

My commission expires at the pleasure of the Governor.

STATE OF BOUTH 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.

8WORN to before me this 2nd day of March 1965.

Rev. T. W. Horton, Jr.

Notary Public for South Carolina Carolyn M. Sweeten

My commission expire at the pleasure of the Governor.

recorded 3/3/65 11 A. M.

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DEEDS **发现的时间,然后对于一种的时间,** 

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.

BWORN to before me this 2nd day of March 1965.

Rev. T. W. Horton Jr.

(SEAL)

Notary Fiblic for South Carolina Carolyn M. Sweeten

My commission expires at the pleasure of the Governor.

recorded 3/3/65/11 A. M.

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STATE OF SOUTH CAROLINA COUNTY OF COLLETON

ACRESHERT

THIS AGRESHENT entered into this 19th 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, WITHSSSETH:

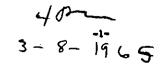
1. Colleton Tile and Concrete Company, Inc., for and in consideration of Ten Thousand and No/100 (\$10,000.00) Deliars to it in hand paid, at end before the scaling and delivery of these presents, by Carroll Brown, III, and Lloyd S. Mitchell, Jr., has bargained and sold, end by these presents does bargain 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



STATE OF COULTS (ABOUTH )

YOU POLOU

THE AGREEMENT antered into this 29th day of Movember 1957 between Colleton Illo and Candrata Company, Inc., Mirelanteer at time styled lendlord, and Cerroll Brown, III, and Lloyd S. Mitchall, Jr., harelanter at these styled-tensols, MITSCHELLE.

i. Colleton Tile and Concrate Company, Inc., for and in consideration of Tan Thousand and No/100 (510,000.00) Deliars to it in hand paid, at and before the scaling and delivery of those pressate, by Carroll Sucan. Lil, and Livyd S. Mitchell, Jr., has bergained and sold, and by thase presents does bragain and soll to the usid Carroll Brown, Lil, and Licyd S. Mitchell, Jr., the personal proparty consisting of architery, equipment, and so forth, of Colleton Tile and Canarete Company, Jun., more particularly described and itemized in Scheddis A attached bereto end and a part harder.

To heve and to hold the said chathel proporty ento the said Garrell Brown, III, and Llayd S. Hitchell, Jr., their heirs and assigns forever,

And Collaton Tile and Concrete Company, Inc., doza bareby bind itself and its ascessors and assigns to warrant and forsver defend all and singular the said bargained personal property cate the said Carrell Brown. Ill, and Linyd S. Kitchell, Jr., their helre and nestines, against it and its successors and assigns, or any other person invitally claiming, or to about the same, or any part thereof.

2. The landlord does bereity lease unto the tenouts, and the tenaute hereby leass from the landlord, the real estate with all the buildings standing thereon, and the appartenance to the same, nore particularly described in Schadule Reateched-herefe-and-rade a particularity to be used for the randizature of concrete blocks and silled preducts.

TO MAYE AND TO IRLE the real property herein luesed unto the cald

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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, poyable der monthly in advance.

- 3. Tenants do hereby, for thomselves, their heirs, executors, administrators, and assigns, covenant with Colleton Tile and Concrete Cospany, 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 wanr and tear alone excepted.
  - (c) That tenants will not make or suffer any strip or waste of the leased premises.
  - (d) That landlard, 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 landlard 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 lesson 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.
  - 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 tenents 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 begone due and payable to the landlord, and it shall be invful 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 hindrence or prejudice to its right to distrain for all rent that may be due; but the collection by the landlori 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.

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tenants, their hairs and assigns, for a tona of five (5) years compareing I becomber 1957; and to end on 30 November 1962, at a rental of One Pandred and No/100-(\$100.00) Collans per nenth, payable in noithly in advance.

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- 3. Tenente de hureby, ins flamentes, tinir hairs, executors, administrators, end nazigna, covenant with Colleton Tile and Concrets Company, Finc., lis execençar a sed assignations; se follows:
- (a) That tements will during the term of this lambs pay to lendlers the rant herapy reserved at the time herain pro-
- (b) That tenence will keep and valatain the Leased premises in much repair, order and condition, as the same are at the correspond of this term, reasonable much and last, alone excepted.

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- (c) That tuning will not note or miffer any strip or water of the locaid presides.
- (d): That lundians, its successors and manigus, at all remember that lundians, at all remember the lunding presides to view the olds thems may enter upon the lunding presides to view the colds it being adjusted undusteded and agreed, herever, limit the landiand will not be beaming any applies or the interfer or exterior of the buildings on the presides, and that all such repairs of whatsouver muture over to be rade at the organise of the tonacts.
- (a) That benonts only noise miterations, changes, additions and teperovenents to any building non or issuadian arctical on the inered premises, proviosal, that the same shall not leasen the vitue of said building as it is attill consencement of such work.
- (f) That the tenents will not sealgn this large, or underlate, or making, any part of the langed subths without first containing the contest, thereto in writing of the lumiford, fut such consum shall not be unreasonably withheld.
- incover aposition, or default shall be and at the time to cook aposition, or default shall be and in the purference of may of the provision of agreezests hireln at the termine, or if the tenents shall be adjuditated a bankup, or mise, no assignment for the benefits of creditors, and in me diverbe appeared for the tenents, or if the tenents of rant tenants weeks the assignment for the tenents, or if the tenants weeks the assignment for the angular means of rant that would account for the anameter and income heavy desired according to the incolour, and it shall be involved for the landlery to tend the fall that he involved process, all our adjustment, the and preadses and the majorar, the and preadses to the majorar, the and preadses to the process, altimization or preadses to the magnitude of the process o

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- (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 tenents shall peace ably 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 coverant to indemnify and save harmless landlord from any liability or responsibility as a result of the operation of the holler on leased premises and tenants coverant to carry boiler insurance indumnifying them and the owner of the leased premises against such liability in a minimum amount of Five Thousand (55,000,00) Dollars per person and Ten Thousand (510,000,00) Dollars per accident.
- (1) Simultaneously with the execution of this agreement Carroll Brown. III, and Lloyd S. Mitchall, Jr., are exacuting a chattel mortgage to Colleton Tile and Concrete Company, Inc. and while said debt remains unpaid Carroll Brown, III, and Lloyd S. Mitchall, Jr., agree that they shall maintain on the leasad 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) Tanants 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.
- (a) Colleton Tile and Concrete Coxpany, Inc., its successors and assigns, and its President, D. 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.
- (e) 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) nonths prior to the expiration thereof, may elect to purchase the leased premises at a price of Fifteen Thousand (315,000.00) bollars. Said property shall be conveyed free and clear of all llans and anounbrances. 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 (315,000.00) bollars to date of purchase, taxes on the leased property after the date harved, and cost of fire and extended coverage on the buildings on the leased premises, shall be applied against the purchase price

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- (h) In the avoid that any halleing, or balleings, on the lensed premises that he doesn't fire or vindetorin, the tendional mind proposed with all remandable disjutch to selected the first ones and to replace each of the proposty or is leaved have found in the interest or is the first of the first lense of the first
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- (i) Lindlord covernate that if and so long as timents pay the has an each and other charges, rainwest by this lender and partorns ell the terms, covernment and conditions of this lesse on the part of the tenents to be participal, tenents shall quietly unjoy the lessed provides.
- (k) Tunneth coverant to independly and save harmless landlerd from any libbility or ranges (Miliky as a secult of diversalities of the contribute of the contribute of the boilar on langual president such them and the carry heiler insurance independing them that the carry heiler presides against each limbility in a minimum arount of five Thousand (55,000.00) beliefs per persect and for Theorem (40,000.00) beliefs per academta and for Theorem (40,000.00) beliefs per academt.
- (1) Stantismonsty with the amenition of thin agreement Castroll proum. JII, and Lined S. Mitchell, Jr., are electring it although the Collision file and Caronabe Company, inc., and while told othe remains impaid Carroll Maran. ILL and Livyd S. Mitchell, Jr., again that they that inclinate an include S. Mitchell, Jr., again that they that inclinate an include the province in inclinating at countrie blocks and called province in a mount not like they find the finance of the file find for it is a less than six Thousand six died of the ILL is less than Six Thousand five line dred --(16,500,00 ) Collers.
- (a) Leminto new hereby granted the right to use the more of Collected Wild and Controls Congruey in the operation of a demonstra third four by them.
- (n) Collicion IIIs and Codorabs Colonity, Tho., 'Its accessances and contigue, and its Newsdanes, M. Groups Pulso, III, by his containfully lawder sevenant that it will be will not deving five (E) young from the date between Greechy or indirectly, angular in the contens of number infine contents in the contens of number infine content theolic and all lad products. In total ton County, Ecuth Carbiffan, provided the tweeter, this contains one parteness on the part of Cartaoll Recon, III, and tilegels, Mitchell, Gr.

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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 WITHESS WHEREOF, the parties hereto and hereunder not their hands seals the day and year first above written.

IN THE PRESENCE OF

Margaret & Nilliand Carroll Brown, III

B. Ocorge Pylos, III, President

flord S. Hitchell Jr.

CONSISTED TO AND APPROVED BY:

STATE OF SOUTH CAROLINA -) COUNTY OF COLLETON

Margaret B. Hilliard PERSORALLY oppoured before me \_\_ and made outh that the saw the within named Colleton Tile and Concrete Company, Inc., by its President, B. George Price, III, Carroll Brown, III, and Lloyd 5. Mitchell, Jr., sign, seal, and as their acts and doods deliver the within written Agreement; and that The with Isadore Bogoslow witnessed the execution thereof.

SWORM to before no this

29th day of Movember 1957

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so that the unoust of the purchase price to be puld small is accordingly reduced.

b. This agreement shall bine the furthed hereto and their heirs,

executoris, menticiameters, successions, and assigns, respectively.

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COMBETTED TO AND AUGUSTED BY:

0. Gagras Price, 163,

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Inc., by its Fraudont, A. George Fried, III. Carroll Brown, III. and blaydest.

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Agreement, and that, the with Isadom Personer withous execution baseout.

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29th day of Hornson 18th TT

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# SCHEOULE A

PACHIMERY, EQUIPMENT, AND SO FORTH, OF COLLETON TILE AND CONCRETE COMPANY, DIC., SOLD TO CARROLL BROWN, III, AND ILLOYD S. MITCHELL, JR.

Ocorgo Automatic Diock Fashine, Series 100, Conveyor for Block Faching, 1 Bag Hixar for Block Enchine, Approximately 2,000 & Pallets, 2,000 h Pallets, Drain Tile Faching, Haiss Unloading Conveyor, FK-6860, 3-1/2 S Concrete Mondar Tilting Mixer, Jackson Form Vibrator, Serial Ho. 32715, Juckson Flexible Sheft Vibrator, Serial Ho. 32606, Brick Machine, 4-10' Section Roller Conveyors, 5 Sats Fence Post Form 9', Curved Bench Form, Straight Banch Form, Park Bench Forn. & Lintal Form. 7 Foundation Block Forms, Bird Dath Form, Large Flower Box Form, Small Flower Box Form, Quinn Hunvy-duty T & O Pipe Forms, complete with headers. hoppers, and pallets, nd pallets,

l = 12" x 36" x 2" Wall

1 = 15" x 36" x 21" "

2 = 15" x 16" x 21" "

1 = 16" x 36" x 21" "

2 = 18" x 16" x 21" "

1 = 21" x 36" x 31" "

1 = 36" x 16" x 11" "

Victor 10-Key Adding Fachine #125h=311,
McCaskey T=20 Office Safe,
2 Disks, wood,
1 Filing Cabinet, wood,
1 Paymester Check Writer #30h1370,
1 Lot Delivery, Tickets,
1 Underwood Typewriter, #5093299=11,
1952 Ford Truck Serial No. R2 MR 16h38, with Hydraulic Lift Stake Body,
Hiscallaneous Hand Toolsand forms

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### SCHEDULE B

# REAL ESTATE LEASED HEREIN WITH OPTION TO PURCHASE

in Colleton County, S. C. PARCEL BO. 1 - All that piece, parcel or lot of land, 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 Mos. I and 5, reasouring and containing one (1) acre and one (1) acre, respectively, more or less, and bounded and described as follows: North and Northeast by old read from Walterboro to Bolls, now designated as First Street, and Lot No. 3; South and Southeast by Lot No. 6; Wast and Southeast by A.C.L. Bailroad. A more full and accurate description of the same may be had by reference to a plat thereof made by J. N. Frank and Barry E. Fripp, Surveyors, dated September 1984.

Colicton Tile and Concrete Company, Inc., reserves unto itself, its successors and assigns, the right of ingress and opress along road running along southern and/or southerstern 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 Walterbore on State Highway No. 6h, being bounded and having dimensions as follows: Northwest by State Highway No. 6h and fronting thereon three hundred thirty-one (331) feet; on the Southwest by property now of Ida H. Strickeland and having a depth of two hundred fifty-eight (25%) 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 Mos. 1 and 2, above described, being a portion of the property convoyed to Collision 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.

PANCEL NO. 3 - All that piece, percel, or lot of land, situate, lying and being in the County of Colleton, State of South Carolina, mensuring one hundred (100) Test on all sides, and-bounded as follows: On the lorth, South and Vest 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 W. Strickland and Lydia B. Strickland, by deed dated 26 December 1951, recorded in Daed Book 108 at page 300.

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STATE OF SOUTH CAROLINA

## 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 R. 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.
- A' To make, do, and transact all and every kind of business of what nature or cind seever, including the receipt, recovery, collection, payment, compromise, jettlement, 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, enforse, accept, receive, sign, seal, execute, acknowledge and deliver decis, assignments, agreements, certificates, hypothecations, checks, indees, 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 gremines.

DEEDS

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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.

OIVING AND GRANTING unto my said attorney full power and authority to do and perform all and every act, deed, matter and thing unatsoever 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.

TH WITHESS WIFEFOF, I have hereunto set my Hand and Seal at Walterboro; in the County of Colleton, State of South Carolina, this Rest day of March 1965.

Frank H. Mapp (L.S.)

Signed, Sealed and Delivered in the presence of:

Duratean Browell

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

Overloan Bagwell

(ORN to and subscribed before me

this / day of ///week. 1966.

DEEDS

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STATE OF SOUTH CAROLINA )

swid real estate; and

WHEREAS, Colleton Tile and Concrete Company, Inc.; landlord, and Carroll Brown, III, and Lloyd S. Mitchell, Jr., tenants, entered into an agreement on 29 Movember, 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

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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.
- 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 he allowed for the entire period of the lease term.

This agreement shall bind the parties hereto and their heirs tors, administrators, successors and assigns, respectively.

thited this hith day of home

IN THE PRESENCE OF

Isadore Bogos Yow

Recorded 3/8/65 4 P. M.

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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.

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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, soal 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

For Cissignment see this book at page 433.

STATE OF SOUTH CAROLINA COUNTY OF COLLETON

AGREEMENT AMENDING LEASE

WHEREAS Frances R. Guy, as Lessor, on 31 August 1963 lessed to A. B. Mixon, as Lessee, by Lesse recorded in Book 126, 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

lowing 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) acros; 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, Fletchor Glover, Loster Mills, Solomon Hiers and Postell Hiers; On the Southwest by lands of Postell Hiers; and on the West by the main run of Jones Cwamp. Said tract is more particularly described in accordance with a plat thereof made by Harry M. Fripp, Land Surveyor, of date March 1949.

ALSO on Easement granted by Annie B. Martin to Frances A. Gny, her heirs and assigns, over, upon and across a roadway twenty (201) feet in width from State Highway 64 to the lands above described. Said roadway as described in the Easement granted to Frances R. Gny, 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 Rallroad just west of said two houses, the center line of said roadway being forty-eight (481) feet from the main body of the dwelling of the said Annie B. Martin, and thirty-six (361) feet from the main body of the said Atlantic Coast Line Railroad Section House.

The lands above described and the Easement above described, having been conveyed to Frances R. Guy by Annie! B. Fartin by deed dated 28 May 1948, and recorded in the office of Clerk of Genrt 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. Hixon by Frances R. Guy;

Recarded 3-19:65

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 B. Mixon, is Executrix and under which Will Lucia B. 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. Eixon 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. Pixon 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 a said bease the following described tract which is a portion of the one hundred fifty-one (15%) acre tract described in said bease, 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-haif (0-1/2) acres, more or less, and being bounded on all sides by the one hundred fifty-one (1.51) acre tract of which it was a part. Said six and one-half (0-1/2) 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

DEEDS

It is also agreed that said Lucia D. Mixon, her heirs a 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 aix and one-half (6-1/2) acro tract under the original Lease from Frances R. Guy: to A. B. Mixon together with access thereto. In all other respechs 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 sot their hands and seals in duplicate this 18 day of March 1965.

SIGNED, SEALED AND DELIVERED- A

IN THE PRESENCE OF:

EDISTO LUMBER COMPANYTTING.

and as Executrix of the Will of A. B. Mixon.

As to Editif number Compa-

DEEDS

STATE OF SOUTH CAROLINA COUNTY OF COLLETON

DERSONALLY 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 usen and purposes therein mentioned, and that she with W.J. McLeod, Jr., witnessed the execution thereof.

SWORN to before me this law of March 1965.

Peace Wood

Notal Tublic for South Carolina.
My Commission Expires at the
Pleasure of the Governor.

STATE OF SOUTH CAROLINA )

PERSONALLY appeared before me Maryanne Seby ... and made outh that she saw the within-named Edisto Lumber Company, Inc., by W. V. Mixon , its President , sign, seal, and as its act and dead, deliver the within-written Agroement 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 lithday of Earth 1965.

Maryanne Selvy

Notary fuffic for South Carolina, by Commission Expires at the Pleasure of the Governor.

3-19-63.

203A

1	State Highway Department
	Form No. 2090 Rev. 11/30/61 party of the control of the distribution of the distributi
	THE STATE OF SOUTH CAROLINA LEASE  County of Colleton Borrow and Material Pit
1	The part of the pa
	11.6 03.346, 397, 402 Nostanio 15,351 & 15.352 ************************************
3 }{~	THIS AGREEMENT made and entered into this 10thay 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 6 feet, consisting of 1.25 acres, more or less, situated on land owned by the lessor, described as follows:
V.	Sand Clay located in wooded lands 17,776' Rt. Sta. 128/22, Rd. 63.
	Pit bounded on all sides by lands of Lessor.
4	Material to be used for Earth type base course on Rd. 63.
7	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
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	And in consideration thereof, the Highway Department hereby covenants and agrees to pay the said lessor, his (her, its, their) executors, administrators, successors and easigns, for such rights, and for such materials, [AXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
A CONTRACTOR	The above payments of rents and royaltles to be accounted for and made within 60 days from date hereof [street] restriction while three terms of the street and royaltless to be accounted for and made within 60 days from date hereof [street].
4	. 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.
	<ol><li>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:</li></ol>
	Pit to be drained into old pit
	<b>3</b> .
1	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".
STATE OF THE PARTY	Distribution of copies: White (original) - Resident Engineer; Yellow - Chief Accountant;    Yellow - Chief Accountant;   Blue (duplicate) - Lessor;   Pink - District Engineer;   Re co rded 3/25/65   2 P. M.
31	A supplementary of the supplem

IN WITNESS WHEREOF the partie	s hereto have set their han	ids and seals the day as	nd year first above writt	en. – eite si
/itnesses as to Lessor:			(	- 33,38
A. P. Smith	11		D . T	3
C. N. Padgett		_ <del></del>	D, Liston	Lessor.
/itnesses as to State Highway Departm	ent:	8. C. S	tate Highway Departmen	1
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Notary Public for S. C.	***************************************			
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CA

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, R. 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 mid 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.

STATE OF SOUTH CAROLINA )

COUNTY OF COLLETON

Personally appeared before me Thurston J. Khofu, 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 \_\_, witnessed the execution thereof.

Sworn to before me this 23rd day of March, 1965.

Jim In & Huley

NOTARY PUBLIC OF SOUTH CAROLINA

3-29-65

STATE OP SOUTH CAROLINA, COUNTY OF COLLETON.

EXTENTION OF AGREEMENT

WHEREAS on the 24th day of February, 1965, FlackJones Lumber Co., Inc., and B. 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, FlackJones 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.

-2\_

IN WITNESS WHEREOF, We have hereunto set our Hands and Seals this lat day of April, 1965.

WITNESSES:

Isadore Bogoslow

Witheses as To E. Berien

R. F. Sutton

Individually and as Executor of the Last Will and Testament of E. B. Sanders, Sr.

PLACK\_JONES LUMBER CO., INC.

By: C

Withesses as to Flack-Jones Lumber Co., Inc.

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. Hilliand

SWORN to before me this let day of April , 1965.

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 Plack-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. Suttor

SWORN to before me this

lst day of April , 1965

No tary Fublic for South Carolina.

Recorded April 3, 1965 9 A. M.

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AMENDED RESTRICTIVE COVENANTS COVERING AND CONTROLLING "THE OAKS SUBDIVISION", PROPERTY OF A.J. CAMPBELL, IR., IDCATED NEAR THE TOWN OF WALTERBORD, IN THE COUNTY OF COLLETON, STATE OF SOUTH CAROLINA

The Restrictive Covenants herein outlined are recorded as a blanket encumbrances against very 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, 1t is more specifically stated that the Restrictions herein imposed shall apply to Lots Nos. 4, 5, 6, 7, 8, 9, to, 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 them 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 dove 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 sample 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 trapporarily 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.

  5-6-1965-10

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 berein described can be further subdivided for purposes of sale. WITNESS my hand and sent this jet day of , 1965. SEALED AND DELIVERED IN THE PRESENCE OF STATE OF SOUTH CAROLINA COUNTY OF COLLETON PROBATE PERSONALLY appeared before me Janeal Steltzer and made outh that she saw the within named A.J. Campbell, fr., sign, neal and as her set and deed deliver the within written Restrictive Covenants, and that she with Thomas M. Howell, Jr. witnessed the excuetion thereof. SWORN to before me this let day or ) harely (SEAL) We, other land owners in said aubilivision, consent to the foregoing amended Restrictions. I, Hessie K. Beach, original owner of The Oaks Subdivision, do hereby consent to the coregoing umended Restrictions Legare Smith,

Robert B. Strock

Diez B. Cumpbell

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STATE OF SOUTH CAROLINA COUNTY OF COLLETON

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THIS AUREZMENT 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, 4/b/a T & M Handle Company,
hereinafter referred to anythe Lucinee.

the Lessor does hereby rent and lease unto the Lessee on the terms and subject to the conditions hereinafter mentioned, the following described property is Collegen South assument by the foots from

All that piece, parcel or tract of land, situate, lying and being in colleton County, South Carolina, measuring and containing Six and Che-Half (01) acres, more or less. Said Six and Che-Half (01) acres 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 annesed 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 the property of the estate of A. H. Mixon.

It is also agreed that the said Lessee, his heirs and assigns, shall have the right to use in common with the Edisto fumber Company, Inc. and Lucia B. Mixon, as Executrix of the Estate of A. B. Mixon, a roadway expensent leading from State Might way 64 to the lands hereinabove described which said roadway expensent is more particularly described in a certain Lease because Francis R. Guy and A. B. Mixon, dated 31 August 1963, recorded Deed Book 134 at page 183 in the Records of Colleton County.

This said Lease shall extend for a period or Five (5) years beginning April 1, 1965 until March 31, 1990.

Doe Starge office

Recorded April 5, 1965 11 A. M.

The Lessee agrees to pay as rent for said property the sum of Pifty and No/100 (\$50.00) Dollars for month payable on the Cirat day of each and every calendar mouth during the life of unio lease.

ally the arid Lessor door further teace to the sold lesson for a period of One (1) year commending April 1, 1965, at and for a rontal of Fifty and No/100 (\$50.00) bollars per month, the dry kiln and theds located on the above mentioned tract of land with the option to the basece to renew this portion of the being applying to the dry kills and sheds from your to your during the life of this Large.

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. Fixon, as Executrix of the Estate of A. B. Hixon, will have the right to use the said dry biln and sheds together with across thoreto.

AND the said Bessee agrees to quit and deliver up to the Lessor or her attorney, peaceably and quietly at the end of the term, the premises bereinsbove referred to, and in the meantime not to make or suffer any waste thereof.

IT IS FUCTURE EXPRESSED that If there he 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 progless, and to expel and ramove therefrom the said Robert C. The apain, d/b/a T & M Handle Company, Lesses, or any other corner occupying the came.

IN WITNESS MEREOF, the parties have beceunte set their hands and seals, in duplicate, this 3rd day of April 1965.

STONED, STALED AND DELIVERED

J. McDeod, Jr.

in with "(1) moral

Pearl Wood

Recorded April 5, 1965 11 A. M.

SIGNED, SHALED AND DELIVERED IN THE PRESENCE OF:

J. McLeod,

Pearl Wood

Robert C. Thompson, d/b/a Handle Company, Lessee,

Recorded April 5, 1965

Pearl Wood

earl Wood

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STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

FERGORALT appeared before me Poarl Wood and made oath that she saw the within-named line is 0, vixon, as Executrix of the Estate of A. 5. Elaon, sien, 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, Ir., witnessed the execution thereof.

SWORN to before me this 3rd day of April, 1965.

Hotor Public for South Carolina W, J McLeod, Jr.

Procumisation expires at the Riessure of the Covernor.

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERCONALLY appeared before me Pearl Wood and made onth that she saw the within-named Robert C. Thompson, d/b/a T & M Handle Company, sign, seal and, as his act and dead, deliver the within-written Lease for the uses and purposes therein mentioned and that she, with W. J. McLeod, Jr., witheated the execution thereof.

dwelly to infore we this 3rd day of April, 1965.

Motory Public for South Carolina

Commission expires at the leasure of the Governor.

Recorded April 5, 1965 11 A. H

STATE OF SOUTH CAROLINA COUNTY OF JASPER

54-173

THIS INDENTURE, made and entered into this lat day of March, 1965, by and between SAVANNAH RIVER LUMBER CORPOR-ATION, 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 Nathonal 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 P. A. O. Bahre, of Chatham County, Georgia, as Executors of thelast Will and Testament of Charles Leigh Stevens, late of Chatham County, Georgia, deceased, as parties of second part,

# WITEBSSETE:

WHEREAS, Charles Leigh Stevens died, a resident of Chatham County, Goorgia, leaving a last Will and Testament dated February 1, 1950, and two Codicils thereto, dated respectively, Nevember 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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54-173

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

WHERRAS, 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:

## In Colleton County

(Tract 550) All those tracts or parcels of land situate, lying and being in Colleton County, South Carolina, centaining one-half (1/2) acres, more or less, being the same tracts of land described in deed from B. G. Huggins to Westmoreland Lumbr 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 triangulat shape lying to the north right of way of the A. C. L. Railroad Company; Tract number 2 containing one road 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 en 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. 6., 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 northeast 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 Reyal Manufacturing Company and more pocurately described in a plat made by William R. Mew in July 1910, and being the same tract of land described in a deed from Roma Youmans to Paschall & Gresham, dated November 8, 1910 and recorded Nevember 9, 1930, 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 line of 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 195.

(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) acros, 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 Harch 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 parcelof 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 new 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. 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 beig 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. P. Harvey, southwest by lands of J. T. Walsh, and northwest by lands of J. T. Walsh and Robert H. 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 1919, 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. B. 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.

fract 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. Keth 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 Bampton, 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 propesty 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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timber, timber rights and privileges, lumber, ties, trees, tramroads, contracts, leases, agreements, notes, accounts, olaims, 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 clauses and kinds of property and property interests.

TO HAVE AND TO BOLD 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:

SAVANNAH BIVER LUMBER CORPORATION

Paul Mon

(CORPORATE SEAL)

THE STATE OF GEORGIA

COUNTY OF CHATHAN

Personally appeared before me Caroline B. Mock who on oath, says that she saw the within-named SAVANNAH RIVER

4-10-65' 99.m.

54-173

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 P. Mitchell witnessed the execution thereof.

bonalino B. Mack

Sworn to before me this 10th day of March, 1965.

Notary Public, County, Georgia

My Commission Expires: 1 27 69

(NOTARIAL SEAL)

Recorded this \_\_\_\_ Clerk of Court, Colleton County,

RECORDED IN BOUNT-55 TAME A 12-84 M. OTLOCK B. T., DELOACH, CLERK OF COURT POP-HAMPTON COUNTY SOLITY CADOLIN.

RECORDED IN BOOK. 1

PROCEOMORICEERS OF COURT FOR

The within instrument has been filed the 27 day of March 19.65 at o'clock M., and recorded in Book 3 Page auditor Spiney

The within instrument has been filed this 27th day of Marcel 19 65 at 9 0'clock A M. and recorded in Books 54 Page 23

4-10-65° 99.M

#### SAVANNAH RIVER LUMBER CORPORATION

#### MINUTES OF SPECIAL MEETING OF STOCKHOLDERS March 20, 1984

A Special Neeting 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, 1004, 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.

Nr. F. A. O. Bahre, the President, presided, and Basil Morris, the Secretary, recorded the Minutes.

Mr. F. A. O. Unhre and the Liberty National Bank & Trust Company, of Savannah, Georgia, the latter represented by Hr. 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 the outstanding and issued stock of SAVANNAH RIVER LUMBER CORPORATI 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 much: 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 legall 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.

Hr. 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 (28 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 Harch 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

4-10-65' Exhibit A

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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, complete ly 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, in-cluding, 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° 9a.m.

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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 Harch 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 pre-paration, 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 re quirements of said Section 337, and all applicable rules and regulations.

HESOLVED 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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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 Horris, 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., Harch 20, 1064, in Savannah, Georgia.

This liarch 15, 1965

	Baul Maris
The within instrument has been filed this 27 day of March	Secretary of said Corporation:
1965 at o'clock M., and	
recorded in Book 54 Page 173	Clean MECORPED IN BOOK \$ 55 PAGE 84-9.
MCCP. & G.S., Japon Courty, S.C.	THIS 2 DAY OF agent 10 65.
4	AT 9.30 A.M. OO OCK.
4-10.6	B. T. Del OACH, CLEEN OF COLUMN

4-10.65 90.m

B. T. DELOACH, CLERK OF COUNT FOR

224

DANIEL, R. MELEGO ATTENNEY GENERAL B. JULIAN L. JOHNSON ARDY L. PATTERSON, J. C. COLEMAN, JR. GENJAMIN B. DUNIAN TATE OF BOU

TE OF BOUTH CAROLINA

OPPICE OF THE ATTORNEY SCHERAL,

COLLIMBIA S. C. 20202

Drawer 420 March 22, 1965 JAMES 10: WINDHAM TAR SOMESMEN

MARRY M. LIGHTBEY, JR.

Mr. T. R. Spillane Certified Public Accountant P. O. Box 1468 Savannah, Georgia

### Ra: 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 enswered is whether or not real estate located in South Carolina, being transferred in the namer 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 perticular matter, but suffice it to say that if, in fact, the conveyance is not "realty sold" within the epplication and meaning of the Federal stamp provisions in such a case as this, then the same would not be subject to nor require South Caroline documentary stamps either, because the language of the South Caroline 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.

James W. Windham
Assistant Attorney General
SOUTH CAROLINA TAX COMMISSION

JRW:ns
CC: Mr. Joe G. Shinn
Estate Tax Division
South Carolina Tax Commission
Columbia, South Carolina

4-10-65° 9a.m.

Signed, Sealed and Delivered In The Presence Of: )

Caraly S. Lucker,

MODERN HOMES CONSTRUCTION COMPANY (SEAL)

Attest: Aut 10 (VICL)

(Over)

Recorded April 12, 1965. 9 A. M.

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700 400-400: AREA DIS FOOL CPPIGS DOS 400

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 Harch 1, 1965, filed for record Harch 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 H. 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 leed.

Please send your bill for recording to us at P. 0. Box 396, Savannah, Georgia, and it will be paid immediately.

Sincerely and Cordially,

MORRIS AND MORRIS

Basil Horris

BM:cm Enclosure cc: Mr. F. A. O. Bahro Mr. Eugene H. Switzer deeds

225 A

SOUTH CAROLINA

ETATE OF GEORGIA, LOWNDES COUNTY.  KNOW ALL MEN BY THESE PRESENTS, That Modern Homes Construction Company, a Florida Corporation	
the control of the standard has been the first that it is the second of the	
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 Pive liundred and 00/100 Dollars (\$ 1,500,00 ), to it paid by	
Wheely J. Spell	:
of the County of	owledged,
Theoly J. Spell,	
his beirs and essigns, forever; certain real estate in Colleton County, South	(Amilia)
described as follows:	CHIVONA
All that part, parcel or lot of land, being house and lot, with improvements thereo	n. ·
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 rointersecting with the South side of Highway #64 at a point 2 miles east of Walterbo	ad :
South Carolina,	
. BEGINNING at an iron stake on the west side of an unnamed county road; said stake b	
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 Higher	
#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 alo	
the common line of L. G. Fishburne, et al to an iron stake; thence running in an ea	et-
erly direction 120 feet along the common line of L. C. Fishburns, et al to the west	side
of the unnamed county road to an iron stake; thence running along the west side of unnamed county road in a southerly direction 56 feet to the point of the beginning.	the :
Control to the state of the sta	(2)
and a financial communication of the state of The property of the state of the	į.
Together with all and singular, the rights, members, hereditaments and appurtenances to the said premises belong anywise incident or appertaining.	ung or in
TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said	<del></del> -
Whealy Ja Spall, his	
Heirs and Assigna forever.	
And Modern Homes Construction Company does hereby bind itself, its successors and assigns, to warrant and forev	er defend
all and singular the said premises unto the said Mbeely _Js_Spell	
	d agains
hie Heirs and Assigns, against it, its successors and assigns, an	- 1
his Helrs and Assigns, against it, its successors and assigns, an every person whomsoever lawfully claiming, or to claim, the same or any part thereof.	
every person whomsoever lawfully claiming, or to claim, the same or any part thereof.	y author
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 dul	y author .22nd
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 dultized officers, has caused this instrument to be executed and its corporate seal hereunto to be affixed, all upon the	22nd
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 dul	1
every person whomsoever is williy 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 dultized officers, has caused this instrument to be executed and its corporate seal hereunto to be affixed, all upon the day of Lamary.  19.66 and in the one bundred and	22nd
every person whomsoever lawfully claiming, or to claim, the same or any part thereof.  INS'AUTTNESS WHEREOF, the said Modern Homes Construction Company, acting by and through its thereunto dutized officers, has caused this instrument to be executed and its corporate seal hereunto to be affixed, all upon the day of Lamary.  19.66 and in the one bundred and	22nd
every person whomsoever lawfully claiming, or to claim, the same or any part thereof.  INS'AUTTNESS WHEREOF, the said Modern Homes Construction Company, acting by and through its thereunto dutized officers, has caused this instrument to be executed and its corporate seal hereunto to be affixed, all upon the day of Lamary.  19.65 and in the one bundred and	22nd
every person whomsoever lawfully claiming, or to claim, the same or any part thereof.  INS'AUTTNESS WHEREOF, the said Modern Homes Construction Company, acting by and through its thereunto dutized officers, has caused this instrument to be executed and its corporate seal hereunto to be affixed, all upon the day of Lamary.  19.65 and in the one bundred and	.22nd ye.
ENS'AWITNESS WHEREOF, the said Modern Homes Construction Company, acting by and through its thereunto dultized officers, has caused this instrument to be executed and its corporate seal hereunto to be affixed, all upon the day of Lamary.  19.66, and in the one bundred and States of America.  Signed, Sealed and Delivered in The Presence Of:  By:  MODERN HOMES CONSTRUCTION COMPANY (SEAL	22nd yea
ENS'AWITNESS WHEREOF, the said Modern Homes Construction Company, acting by and through its thereunto dultized officers, has caused this instrument to be executed and its corporate seal hereunto to be affixed, all upon the day of Lamary.  19.66 and in the one bundred and	22nd yea
Every person whomsoever is wfully claiming, or to claim, the same or any part thereof.  INS'AWITNESS WHEREOF, the said Modern Homes Construction Company, acting by and through its thereunto dultized officers, has caused this instrument to be executed and its corporate seal hereunto to be affixed, all upon the day of January.  19.65, and in the one bundred and	22nd yea

H226 TM

STATE OF GEORGIA COUNTY OF LOWNDES

PEPSONALLY appeared Before me Carolyn B. Garrett, who, being duly sworn, say; he saw the corporate seal of Modern Homes Construction Company affixed to the felt goir instrument that she also saw M. M. DeLoach, Vice President and Glen B. Asbell, Assis Secretary of the said Modern Homes Construction Company sign and attest the same at that she with Iona C. Bucklos witnessed the execution and delivery thereof as the and deed for 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 by Commission expires Dec. 15, 1968

. 227

STATE OF SOUTH CAROLINA ) 3 4 5 5 5 5 COUNTY OF COLLETON

AGREEMENT

THIS AGREEMENT made and entered into this 10th day of April 1965, between C. R. Thomas and Gertrude Bell Thomas, WITHESSETHE

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 shell/have the right to use the water from the well. It is a share a secretar a security

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 hairs 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 WITHESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

IN THE PRESENCE OF:

Sec. d.

C. R. Thomas. (L.S.)
Lextende Bell Thomas
Gertride Roll Thomas

Recorded April 12, 1965 11 A. M.

STATEROF SOUTH CAROLINA COUNTY OF COLLETON

PERSONALLY appeared before me Margaret B. Hilliard, who, being duly sworm 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 Bogosjow witnessed the execution thereof.

en com a nel mente de la comita del comita de la comita del la com

SWORN to before me this 10th day of April 1965.

Margaret B. Hilliard

Isadore Bogoslow, Notary Public for South Carolina

## OPTION TO PURCHASE

COX WOODLANDS COMPANY

STATE OF	SOUTH C	AROLINA	
COUNTY (	OF COLLEGE	. H	

KNOW ALL MEN BY THESE PRESENTS, That we B. D. Plyler Rhame G. Plyler ...... and the wife, . . . South Carolina, for and in consideration of the sum of One and 00/100 (\$1.00). to us in hand paid by COX WOODLANDS COMPANY, at and before the sealing of those presents, the receipt bereby acknowledged, do hereby grant unto the said COX WOODLANDS COMPANY, its successors and assigns, right and privilege of purchasing at any time within . B 1x ty (60) days after the date of this option, upon the terms, hereinafter set-forth, the following described real estate,

All that certain place, parcet or tract of land situate, lying and being in Hittor School District. three hundred ninety (390) mores more or less to be determined by survey.

MENORMANIAE and being bounded as follows on the North by leads of S. M. Oro S. Sanders Estate;
on the East by Manufolk A. O. L. R. R and Hy 503 ... on the South by lands of Sanders Estate; ninety (390) sores m

Ritter, Sanders, Drake and State Road R. D. Plyler

J. O. Lamacks of October 1946

at Page 57, to Lemauke 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 elso partly

The terms of sale, if the right to purchase is exercised by COX WOODLANDS COMPANY, its successors or assigns, are se follows:

With Sourshank phyllard to of \$1700.80 per year reserved to Seller for The exact acreage shall be determined by a survey to be made by a comprison 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 surscent to survey the tract of land and if the surveyors of the Purchaser and the accesses, then and in that event the Seller and the Purchaser shall select a third qualified surveyor and a decision of the regimity of the three surveyors shall be limbing as to the number of acres in said tract and any other matters in our

2. The Sellers agree to furnish good and marketable ritle to the property, with all required flavours and Documentars Stamps, free from all lieus and encumbrances.

3. Notice of exercising the right to purchase under this option shall be in the form of a letter or the prea deed for execution; and the Sellers expressly waive any right to demand a cash tender of the putchase price and agree to accept a certified check therefor. In the event LOX WOODLANDS COMPANY, notifies the Sellers that it wishes to exercise its rights under this option, then and in that event, the Sellers hereby grent unto CON WOODLANDS COMPANY, an additional period of aixty (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 Attorney's 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 190) 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 . Hh ame 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 bereby bind ourselves and each and everyone of our Helrs. Executors and Administrators this 13 th day of. AP711 ..... 10.65.

B, D. Paragr

THE PRESENCE OF Halph T. Jones, Alice T. Beckett STATE OF SOUTH CAROLINA

COUNTY OF \_\_\_OIL ETUN

alph I Jones, who made outh that he saw the above named R. D. Plyler, and Thams G. Plyler

worn to before me this 13 th) day of April (SEAL) Botary public of South Caroline

My commission expires at the pleasure of the Cor-ernor.

Recorded 4/13/65 12 A. M.

ADDITIONAL DESCRIPTION AND INFORMATION from H. E. Savage August 15, 1942, recorded in Book 63, Pa e 403,

from H. E. Savage August 15, 1942, recorded in Book 63, Pare 403, and from S. M. Grosby 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. Grosby dated May 16, 1960, recorded Book 127, Page 423, and two pieces aggregating 1.7 acres conveyed by R. D. Plyler to S. M. Grosby 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 deeddsted July 2, 1964, recorded in the office of the Glerk of Gourt for Colleton Sounty, S. C. at Walterboro in Deed Book 136 at Page 133.

## IT IS SPROIFIGALLY UNDERSTOOD AND ACREED:

- That R. D. Plyler is to retain and reserves and is to be entitled to the Soil Bank paymen to under his Soil Bank Conservation Reserve Contract in the amount of One ThomsendSeven Hundred Fifty-five and 36/100 (\$1755.36) Dollars/for its unexpired term of five (5) years. and that said total sum of Bight Thousand Seven Hundred Seventysix 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 end being able to receive same is a condition of this option.
- 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 1968; Ten Indusand 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 uspaid 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 complisace with the terms of the option and execution and delivery of a fee simple general warren ty ti tle.

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.

R.D. Payler Klume G. P.legler

0. HO

TVING THEATE OF (SOUTH CAROLINAT) I G TORT OF A THE BELL BED. IVY P. VOID CHEECE AND THE STREET IN CONTRACT CONTROL CO

County, South Carolina, for and in consideration of One Hundred Six and no/100 (\$106.60) Dollars, to me paid by Bernard L. Lyons of Rt. 4, Walterbore, 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 Walterbore, 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.

Di Winness Winness, I have hereunto set my hand dand seal this 17th

VITNESS:

augueur. A Diash

STATE OF SOUTH CAROLINA )

COUNTY OF COLLETON

Personally appeared before me Marguerite S. Kinard and made oath that she saw the within named John Q Carvin, sign, seal and as his act and deed, deliver the within written Contract; and that she with Osborne H. Rhodes, witnessed the execution thereof.

SWORN to before me this 17th day of April 1965.

Watronto teader (L.S.

NOTARY PUBLIC OF SOUTH CAROLINA

Recorded April 17th, 1965, at 19 M.

Hecorded this day of A.D. 1962

In Book 12 of the

Clerk at Court, Caliston County, S. C.

= over

STATE OFSOUTH CAROLINA. COUNTY OF COLLETON.

I, Osbørne 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 hors and Assigns, all her interest and Estate and also all her right, and Claim Dower, of, in or to all and singular the Premises within mentioned and released.

Given under my Hand and Scal this 17th day of April 1965.

Osborne H Rhodes. (IL.S.) Notary Public for South Cafolina, Mary Smoak Carvin.

STATE OF SOUTH CAROLIN COUNTY OF COLLETON

POWER OF ATTORNEY

KNOW ALL MEN HY THESE PRESENTS THAT I, Martha W. Givens, of Malterboro, Colleton County, South Carolina, have made, constituted and appoint ed J. T. Givens of Walterboro, Colleton County, South Carolina, my true and lawful attorney, for me and in my name, place and stoad 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, denise, bargain, sell, remise, release, convey, mortgage and hypothecate lands, tenements and hereditaments, upon such tarms and conditions as he shall think fit. Also to bargain and agree for, buy, sall, 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 whatsoevers: 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, 'ndentures, agreements, mortgages, hypothecations, bills of lading, bills, bonds, notes, re peipts, 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 soal this

IN THE PRESENCE OF

Alellian & Statch.

Martin W. Givens (BUAL)
Martin W. Givens.

Recorded April 30 1965 at if A.M

DEEDS

STATE OF SOUTH CAROLINA COUNTY OF COLLETON as her act and deed, deliver the within-written POWER OF ATTORNEY for the uses and purposes therein sentioned, and that be, with William R. witnessed the execution thereof. Wary H. Gwars Recorded april 30 -1965 233 A

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STAT	E OF SOU	TH CAROL	INA, <sub>IX</sub>		\$1.50 T			:
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l'R hereof.	ovided this of rehaser to have ted at little	thirty days after	d and accepted ver signing contra- this	et to purchas	of Arril	tion of title	, A. D.	19.1

STATE OF BOURH 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. 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 . 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.
Notara PUBLETOR S.C.
Seal Affixed.



TATE OF SOUTH CAROLINA	λ,				
OUNTY OFCollaton	<del></del>		OPTION		
For the sum of \$ 500 (n) to 11	s	· ·	·	. ,	
n hand paid at and before the sealing and do	•		D. iors :	nd	
Jucl P. Padrett					
he receipt whereof is hereby acknowledged,	, 1 your meaning	ie ius pon			
ave bargained and agreed, and do hereby b	argain and agree to	sell to the said	2. D. R	lors	
and Joel P. Padgett.	their heirs		•		<u></u>
or assigns, the following described property	All that ple	ece, purco.	l or lot of	land, w	<u>i</u> th
uildiess and inprovements the	reor, situato	lylus ard	i boine in	the Town	يم.
Altarboro, County of Colleton	. State of So	iti Ceralli	<del>a, nearmd</del>	lng cour I	lw
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or lot of irs. Dords Barnes; or it formerly of H. L. Berry; a r the sum of \$ 12,000.00 payable and considered a north	n the Foot by nd on the West as follows: the	t by Brown a \$500.00 c	Street ontion cone	v to ba	art
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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
the execution thereof.
SWORN to before me this 29th day of
April A. D 1965.
M.C.Stroud.
Evelyn C.Tarlton.
Notary Fublic for S.C.
Seal Affixed.

recorded this 31d A.D. 1965

Cierle of Court, Colleton County

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 Lote 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. R. Rizer Lot No. 3, Block P, 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 B. Rizer to use the said
reserved ten (10') feet under the terms and conditions
thereinafter 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:

- l. That title to said ten (10) feet shall remain in Lee J. Berry.  $\label{eq:constraint} \ \, ,$
- Jr. and Ernestine F. Rizer is permissive only and shall not ripen into a fee title by adverse possession, prescription or other

DEEL

wise

- 3. That the C.M. Rizer, Jr. and Ernestine P. 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 Stellzer

BY: President

Loc J. Berry

Thomas M. Howall

BY: // 53.0

?Thomas M. Berry

Lee J. Berry

STATE OF SOUTH CAROLINA COUNTY OF COLLETON

PROBATE

made oath that she saw the within named Berry Construction

Company, Inc. and Lee J. Berry, individually, sign, seal and
as theiract and deed deliver the within written instrument,
and that she with Thomas M. Howell, Jr. witnessed the execution

THE PUOL:

iswogn to before me this Act day of April 1965, Janeal Steltzer

Notary Public LarSouth Carolina Thomas M. Howell, Jr.

Recorded 5/3/65 3 P. M.

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.

238A

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, Btate of South Carolina, as delineated on a plat made by G. E. Miley, Jr., Registored 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 data 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 dot shown on the plat above mentioned shall be used except for residential purposes, and no buildings shall be created, altered, placed, or permitted to remain on said for other than one detailed single femily dwelling not to exceed two stories in height and a private

9mil 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) fost 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.

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 24 day of

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me and made oath that he saw the within named Clyde O. Ackerman sign, scal and, as his act and deed, deliver the within written instrument, for the uses and purposes therein mentioned, and that She, with witnessed the execution thereof.

SWORN to before me this 200

My commission expires at the pleasure

1 - 94 ( 3) \*

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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, a. County of Colleton, State of South Carolina, known and designated as Lot No. Twenty-three (23) on the plat of said subdivision prepared by 8.8. 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) feat 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.

Record May 6. 1965

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STATE OF SOUTH CAROLINA.

BEGREGET

AGREEMENT AND CONTRACT OF SALE

THIS AURREMENT, made and entered into by and between FIRST FEDERAL SAVINGS AND LOAM

ASSOCIATION OF BEAUFORT, Beaufort, South Carolina, hereinster willst "ASSOCIATION," and Elwis B. Cleinad and Mariba F. Cleinad, of Watterbore, S. C.

, herdinafter called "PURCHASER," whether one or maps, or

WILNESSELLE:

I. That the Association is the owner of

All that certain piece, nerect or lot of land, with all improvements thereon, attnote, tying and being th Droid Illla Subdiviajon, node the Town of Walterborn, County of Colloton, Rease of South Carolina, known and designated as hot No. frenty-thise (83) untha piat of sald aubdivision propored by S. E. Sunck. Surveyor, of date 3 January 1955, recorded in the Office of the Clerk of Court for Colleton County in Plat Book 8, page 182, measuring one hundren nizty (159) feet on the Hortnern and Southern boundarion and Hinoty (90) feet on the Eastern and Western boundaries and bounded as follows: On the North by Lot Twinty-two (22) on said plan; on the East by Let Ho. Twenty-ofgut (23) on said plots on the South by Lot Ho. Twenty-(bur (21) on seld plat; and on the Wast by Druid Hills Road.

Baing the same ecoently conveyed to First Fractal Savings end broad Fencelation of Decision of Decision of Bertholog Perchange day 2, 1912, and recorded in Decid Book 130, page 41, Office of the Glerk of Court for Gellaton County, Squth Udroling.

The purchasors boraln blad to insulved to keen the buildlays on the above described proporty in a good and hebitable state of repairs during tha term of tais-Contract.

Renial may 6.1161

	(\$ 5 . 5.00 . 0.0 ) 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 Thousand, Three Hundred and No/100
_	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 P. Cleland
	(his)=(hee) (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 Porty-five and No/100
	(\$ 45.00 Dollars
	each, commencing on the first day of
	until the principal and interest are fully paid. Unpaid interest to loar 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 insur- ince 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 sayment 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
	(\$) រត្តត្រែវិរុ
	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
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	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.
	present by the constitution
	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.
	4. That the Purchaser is to have the immediate possession and use of the said premises, and he (she) is to do no
	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 toPive_mand_No/100
	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 toPive_sandNo/100  [\$5.00
	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
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Fra Burc 7. That the premises are bought and sold in their present state of repair. As an additional consideration for this Erreement, 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, he 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 3rd Corporate Seal to be hereto affixed, this. day of Elwin B. Cleland and Martha F. Cleland this 3rd day of May 196 5... Signed, Sealed and Delivered in Presence of: R Emmel Ichago FIRST FEDERAL SAVINGS AND LOAN ATTEST: Martha F. Cleland Purchaser. e edino. Odola.

7. That the promises a c longin and sold in their present state in service, he are as thincas on side of a tor thre December, the procless redshift keep the premies beer inches to reshed in good refeir; and heirs to be contained to a the appliant of the Association as relation of this operament, and infinited entire for the categorisms showed

. If the even the cold threchage shall fall promptly to note the new thousand the cold to the firm to the termination of and had been a finite to a green when the contract of the cont the entil promises, or should only into addy payment under a model to repend once once to the sand instruction of the on a control of the long served for a green party day, the unit described, but it is described in the first of a control of the control of th any lighting to make makehing any cale hard to the Parelerer. In vize with our tighteen the Progress with the less a new grade to the exact of terms of year residents like outs by a reducer of recognitive bear need decided in mingible of or platface to the tirm of his kind, and the self file dates. Left the court is not fish to some Ta personabili of the parmises and to pursue buth remedies a Arriver or analysis is an irrelation of the property of abythe luminose between the tenth formalish as the time as bignished because a so the pass to to be been also as a supplied to there exists the present of the pareline parties for the period continued of the first endough the terms of

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STATE OF SOUTH CAROLINA, )			
~~~~	Con . THE	<u>.</u>	
PERSONALLY appeared before me	- Annew - J	chagan	
who, on oath, says that he saw the within-named First P. President, sign the within Sales Contract, and	Hockette, in Decrease Treasur	The seattory, by Ca The seatt we allest the tame, and	the said Corpor
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tion, by said officers, seal said Contract, and, as its act and			
R Engre Black	witnessed the execution	thereof,	
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SWORN to before me, this		-	
day of May 19_5.5			•
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Motory Publishor South Carolina. (SRAL)	Ş., .		1
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STATE OF SOUTH CAROLINA, ) ';			11.5
COUNTY OF Colleton		:	
PERSONALLY appeared before me Betty	Ptil.		
sign, seal, and, as reflect and deed, deliver	the within-written Sales Cont	ract; and that he with	
<i>P</i> - 1 . 1	witnessed the execution	thereof,	
12-11-11	witnessed the execution		
12-11-11	witnessed the execution	thereof,	
SWORN to before me, this	witnessed the execution	thereof,	
SWORN to before me, this  day of	witnessed the execution	thereof,	
SWORN to before me, this	witnessed the execution	thereof,	
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SWORN to before me, this  day of May 19.6.8  Caraca Blad (SEAL)  Notary Public for South Carolina.	witnessed the execution	thereof,	
SWORN to before me, this  day of May 19.6.5  Carolina (SEAL)  Notary Public for South Carolina.  STATE OF SOUTH CAROLINA,  COUNTY OF Colleton	wincosed the execution Belly	thereof.	
SWORN to before me, this  day of May 19 6.8  Notary Public for South Carolina.  STATE OF SOUTH CAROLINA, COUNTY OF Colleton  I, Coupme Black	wincosed the execution Belly.	thereof.  P. Fraky	y Public for Sou
SWORN to before me, this  day of May 19.6.8  Carolina Carolina (SEAL)  Notary Public for South Carolina (SEAL)  STATE OF SOUTH CAROLINA,  COUNTY OF Colleton  1. Carolina, do hereby certify unto all whom it may concern,	witnessed the execution Belly.	thereof.  P. Fraky	y Public for Sou
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SWORN to before me, this  day of May 19.6.5  Carolina (SEAL)  STATE OF SOUTH CAROLINA, COUNTY OF Colleton  1. Carolina, do hereby certify unto all whom it may concern, the wife of the within-named Biwin B. Cheing privately and separately examined by me, did deci	that Mrs. Martha	P. Judy  A Notar  P. Claland  did this day appear bell tarily, and without any	y Public for Sou
SWORN to before me, this  day of May 19.6.5  Carolina (SEAL)  Notary Public for South Carolina.  STATE OF SOUTH CAROLINA, COUNTY OF Colleton  1. Carolina, do hereby certify unto all whom it may concern, the wife of the within-named Biwin B. Carolina privately and separately examined by me, did declor fear of any person or persons whomsoever, renounce	that Mrs. Martha Cloland lare that she does freely, volume, release and forever relinquit	P. Claland did this day appear beliarily, and without any sh unto the within-nan	y Public for Sou fore me, and, up computation, dre- and First Feder
SWORN to before me, this  day of May 19.6.5  Carolina (SEAL)  STATE OF SOUTH CAROLINA,  COUNTY OF Colleton  Carolina, do hereby certify unto all whom it may concern, the wife of the within-named Biwin B. Caroling privately and separately examined by me, did decidents	that Mrs. Martha  Clolond lare that she does freely, volume, release and forever relinquisand assigns, all her interest and	P. Claland did this day appear beliarily, and without any sh unto the within-nan	y Public for Sou fore me, and, up computation, dre- and First Feder
SWORN to before me, this  day of May 1968  Notary Public for South Carolina.  STATE OF SOUTH CAROLINA, COUNTY OF Colleton  1, Carolina, do hereby certify unto all whom it may concern, the wife of the within-named Biwin B. Carolina privately and separately examined by me, did declor fear of any person or persons whomsoever, renounce Savings and Loan Association of Beaufort, its successors of Dower of, in or to all and singular the premises with	that Mrs. Martha  Clolond lare that she does freely, volunt, release and forever relinquit and assigns, all her interest and in mentioned and released.	Pa: Cloland  did this day appear bel tarily, and without any sh unto the within-nan destate, and also all he	y Public for Sou fore me, and, up- computation, dre- and First Feder r Right and Clai
SWORN to before me, this  day of May 19 6.5  Carolina (SEAL)  Notary Public for South Carolina (SEAL)  STATE OF SOUTH CAROLINA, COUNTY OF Colleton  1, Carolina, do hereby certify unto all whom it may concern, the wife of the within-named Biwin B. Cheing privately and separately examined by me, did declor fear of any person or persons whomsoever, renounce Savings and Loan Association of Beaufort, its successors	that Mrs. Martha  Clolond lare that she does freely, volunt, release and forever relinquit and assigns, all her interest and in mentioned and released.	P. Claland did this day appear beliarily, and without any sh unto the within-nan	y Public for Sou fore me, and, up- computation, dre- and First Feder r Right and Clai
SWORN to before me, this  day of May 19 6.5  Carolina. (SEAL)  Notary Public for South Carolina.  STATE OF SOUTH CAROLINA, COUNTY OF Colleton  I, Carolina, do hereby certify unto all whom it may concern, the wife of the within-named Blwin B.  being privately and separately examined by me, did declor fear of any person or persons whomsoever, renounce Savings and Loan Association of Beaufort, its successors of Dower of, in or to all and singular the premises with GIVEN under my Hand and Seal this	that Mrs. Martha  Clolond lare that she does freely, volunt, release and forever relinquit and assigns, all her interest and in mentioned and released.	Pa: Cloland  did this day appear bel tarily, and without any sh unto the within-nan destate, and also all he	y Public for Sou fore me, and, up- computation, dre- and First Feder r Right and Clai
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SWORN to before me, this  day of May 19.6.8  STATE OF SOUTH CAROLINA, COUNTY OF Colleton  Carolina, do hereby certify unto all whom it may concern, the wife of the within-named Biwin B.  being privately and separately examined by me, did declor fear of any person or persons whomsoever, renounce Savings and Loan Association of Beaufort, its successors of Dower of, in or to all and singular the premises with GIVEN under my Hand and Seal this	that Mrs. Martha  Clolond lare that she does freely, volunt, release and forever relinquit and assigns, all her interest and in mentioned and released.	Pa: Cloland  did this day appear bel tarily, and without any sh unto the within-nan destate, and also all he	y Public for Sou fore me, and, up computation, dre and First Feder r Right and Clai

STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BEAUFORT

TC

Elwin B. Cicland and Martha F. Cicland

## CONTRACT OF SALE

this \_\_\_\_\_\_ day of \_\_\_\_\_\_ A. D.

19 \_\_\_\_\_, recorded in my office in Book \_\_\_\_\_\_ of \_\_\_\_\_ Page \_\_\_\_\_ Clerk of the Court of Common Piezs and General

Sessions for \_\_\_\_\_Coun

970000 970000

SÉEDS

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

BOND FOR TITLE

ANOW ALL MEN BY THESE PRESENTS, That Florence McKenzie, hereinafter designated as the obligor, is held and firmly bound unto obligated.

Clark Harriott and Martha M. Harriott, hereinafter designated as the until was, in the penal sum of Six Thousand Four Hundred (\$60,000.00)

Dollars, to be paid to the said obligates, 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, Senied, 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 obligers the following described land in the County of Colleton, to wit:

Those eight (b) 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 (172) feet on the southeastern boundary along U. S. Highway No. 15, for which a right of way easement was given by Florence did lots being McKenzie to the South Carolina State Highway Department, bounded us a whole as follows: on the Northeast by Lot Nos. 18 and 16, and measuring thereon three hundred thirty-two and one-half (332) feet; on the Southeast by U. S. Highway No. 15, and mea suring thereon four hundred (hMX) feet; on the Southwest by a street, and measuring thereon three hundred thirty-two and onehalf (332) feet; and on the Northwest by a street, and more ing thereon four hundred (1,00) feet, be the said measurements more or less.

ALSO - All that certain lot of land locate mean 0, ... Highway No. 15, north of the Town of Malterboro, in the County of Colleton. State of South Carolina, bounded as follows: on the Bortheast by a street, and measuring thereon one hundred (100) feet; on the Southeast by a proposed street, separating it from Lot No. It and a portion of Lot No. It on that prepared for Florence Schemie by 3. 3. Smooth, Registered Land Surveyor, dated January 11, 1916, recorded in Plat Book 5, at page 17, and measuring thereon one hundred (100) feet; on the Southwest by find of Florence McKemila, and measuring thereon one hundred (100) feet; and on the Northwest by land of Florence EcSchwiend neasuring thereon one hundred (100) feet; and on the Northwest by land of Florence EcSchwiend neasuring thereon one hundred fifty (100) feet.

5-7-65

DEEDS

Heing 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 Clark of Court for Colleton County.

upon condition that the said obliques shall pay the oblique the sum of Six Thousand Four Hundred (\$6,600.00) 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 Sight Hundred (\$5,8600) Dollars, with interest at the rate of Six (6%) per cent per annua, 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, obliques reserving privilege to prepay all or any portion at any time.

CONDITIONS OF THUS 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 chose 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 need; and may treat the said obligoes 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 insign through an Attorney at Law, and Attorney's fees for any litigation, suit or action that may

DEEDS

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	occur.	•
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	Signed, Sealed and Delivered in the Presence of	, . (11. )
w 3.	Signed, Sealed and Delivered in the Presence of Livers In or Const	L.S.)
		,
	James J. Marght	
- - • • •		
	We accept the terms of the within Bond for Title.	
	El i del Ricalt	<b>د</b>
	Colvin dark Harroll  Clark Harriott  MWILLA M. Harrott	
$\mathbf{A}$	matta m Hassatt	
<b>}</b> {	Hartha M. Harriott	31
	STATE OF SOUTH CAROLINA )	
	COUNTY OF COLLETON )	
• • •	PERSONALLY appeared before me F. E. Hckenzie	
or or pro-	and nade oath that he saw the within named obligor sign, seal and as	9 19 1
	her not and deed deliver the foregoing bond; and that he with	
	James J. Wright withersed the execution thereof.	
,	. SWORN to before me this	
	5th day of September 1959 Tellectury	
	Samer & Wright (L.S.)	
	Notary Public 1df South Cafolina	· .
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DEEDS

LEASE

700m 6776 11-42-10m

Bot cetternt dated the

, 195 ., by and between

warm. sveryn Bennett, 109 webb Street, Walterbore, South Carolina warms W. M. Hennett, M.D.

" TEXACO INC. a Delaware curporation, having a place of business at. P. O. Box 1722

inta Georgia 30301

(lesses).

Promises Leased. I reser hereby leases unto lessee a tract of land, with the improvements thereas. Mothe Statist State.

Caper of their con-

. County of Colleton

New of LOURS Varoline

, described as follows:

ali and desterly or Western 75 feet of Lot #1, Verdier School District, approximately 3/10 of a mile Southwest of present city limits of matterboro, according to original survey as made Hovember 1, 1946 by Harry M. Fripp, registered land surveyor, more particularly described as Income:

Leging ng at the Northwest corner of said lot #2 and running in a northeasterly direction along the southerly boundary line of U. 3. Highway 17 for a of times of 175 feet to a point; thence in a southeasterly direction a distance a distance of 00 feet to a point; the southeasterly direction a distance of 225 feet to a point wat 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.

Together with all appurtunances therete and all right title and inspress of lesser in and to any and all reads, arrests ways bounding the said premises;

Cognition with the buildings, improvements, fixtures, equipment and facilities of the leaser new located on said

1 Two bay service station and equipment

(2)--TERM. TO HAVE AND TO HOLD for the term of ten (10) years from multiple and after date certain additions and alterations, as hereinafter provided for, to existing improvements are completed by lessor and accepted 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.

and so agrees that rental shall be payable in monthly installments and that if any installment thereof shall be due and so if for ren (10) days after written notice of such default has been delivered to the Division Rales Manuer of the lesses, at the place of business as shown in this lesse, lessor shall then have the right to terminate this lesse on thirty (30) days we sten notice to lessee.

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I ruce, 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 lessoe. Such application shall be derived payment of such rental. mountain management de la company de la c

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(4)—Maintenance. (a) During the term of this lease, lessee shall at leasee's expense make minor repairs to said premises, buildings and improvements, including repairs to alumbing, heating equipment, electrical wiring and fixtures, and replace broken windows, provided the aggregate cost of all repairs and/or replacement of windows required at all yone time doe, 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 lesse, 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 lesser 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 and if lessor so elects to restore the premises to their former condition and if lessor so elects to restore the premises to their former condition. Inson shall replace within one hundred twenty (120) days any such structures damaged or destroyed. If lessor fails to institute the same, lease at its election may immediately terminare the lease effective as of the date the damage or destruction occurred, in which event renta, shall aliaste from the date of destruction or damage, or do the necessary repairing or rebuilding itself and have the right to apply accruing restals to reimbarse itself for the principal expenditure, together with interest at sin per cent. If prior to and/or during the time the premises are undergoing repairs the use thereof hy lesses in materially interfered will the rent accruing during such period or periods shall about.

(8) Reservated of Peacette. Lucas shall have the sight at any time during the former and the lease of within

(8)—Removal of Property. Leaves shall have the right at any time during the continuance of this leave or within thirty (30) days after its termination to sever and remove all buildings, and improvements, fixtures, equipment and other property owned by leaves or placed on said premises by leaves during the term of this or any previous leave, or any extension or renewal thereof.

(6)—Lesses'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 lesse upon, giving Lassor 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 part 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)-Domages for Defect in Title. Leasor covenants that he is well selzed of said premises, has good right to lease the same, and warrants and agrees to defend the title thereto; and to reimburse and hold leases harmless from all damages and expenses which leases may suffer by reason of any restriction, encumbrance or defect in such title.

(8)—Tases and Encumbraness. Laster agrees to pay all tailes, assessments and obligations which are or may become a lien on the demised premises and improvements as they become due, if leasor should fail to do so, lesses shall have the right to make such payments for the account of leases, 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 leases, in the event of a foreclosure of any such lies and the sale of asid demised premises and improvements, shall have the right to buy in said premises and improvements for its own account.

(9).-Options to Perchase. 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 lesses which were not on the premises at the date of this lease) at any time during the term of this lesse or any extension or renewal thereof. . 40

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delicen, it being understand to the same price as any bone fide offer for said previous be conformed, the amount at demands awarded to accepted by leases as a sent the property and the deducted from said remines received by lessor and which offer lessor desires to accept. Upon receipt of a bone fide offer, and each time any such effer is received, lessor shall immediately notify lessor in writing of the full details of such offer, including the name and address of the offeror, whereupon lesses shall have thirty (20) days after receipt of such notice in which to elect to exercise lesser's prior right to purchase. No sale of or transfer of title to said premises shall be binding on lesses unless and until the foregoing requirements are fully complied with. If lesses elects to exercise lesser's prior right to purchase purposes to any such bons fide offer, it is agreed that the terms and conditions set forth in the next to the last paragraph hereof shall govern such purchase.

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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, deviaces, legal representatives, successors and assigns. The election by lessee not to purchase said premises in the case of any bons 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 est forth in this paragraph.

Upon receipt of issue's notice of election to asterize either of the options granted herein, which notice clause of this lesse, lesser 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 lessue's expense, an up-to-date survey by a licensed or registered perfectional 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 rantals and taxes shall be provided between granter and grantee to the date of delivery of the aforesaid deed.

Leases's notice of election to purchase pursuant to aither of the sprions granted in this clause shell be sufficient; socied in the mail addressed to lesser or if sont by telegraph at or before midnight of the day on which the option period expires.

(10)...Application of Option Purebase Price. In event accruing Pentals are insufficient to reimburse issues for expenditures made by lessee as authorised hereunder, and in event leases 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 til per cent.

(11)-Option to Extend Torm. (a) The locast hereby grants to locase 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 lessues'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 of second option period and notice thereof shall be Lease shall notify lease in writing of its election to extend this lease shall notify lease in writing of its election to extend this lease shall notify lease in writing of the expiration of the term of this lease and notice thereof shall be dermed sufficient if given in the manner bereinafter provided. shall be

(b) If at any time during the term of this lease or any extension or renewal thereof, leaser shall receive a bone 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 leaser desires to accept such offer, leaser shall immediately submit to lease a written copy of such offer with a full disclosure of all terms and provisions thereof and leases shall have fairty (30) days after receipt thereof in which to plact to lease said premises upon the same terms and provisions contained in such offer.

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And Maria Association

(c) In the event lesses is granted an option to extend under the provisions of paragraph (11)(a), it is agreed that if ignore does not in any instance elect to bear and premises in accordance with the previsions of paragraph (11)(b), such failure shall in no way limit or effect lesses a right and option to extend this lesses as provided in paragraph (11)(a).

(12)—Haldover. If, at the expiration or termination of this lease or any extension thereof, lesses shall hold over for any reason, the tenancy of lesses thereafter shall be from month to month only and be subject to all other terms and conditions of this lesse, 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 lesse. Notices from 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 lesse.

(18)—Change in Ownership. No change in ownership, assignment of this lease, or assignment of rentals hersunder shall be binding upon lesses unless and until lesses 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 inurs to the benefit of the parties hereto and their respective successors or assigns.

(17)-Estiroty 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 Lesson. This agreement shall not be binding on Texaco Inc. until approved and signed on its behalf by a duly authorized officer or employs. Commancement of performance hereunder prior to such approval and signing shall in no case be construed as a waiver by Texaco Inc. of the foreguing 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. Aid porcelain enamel veneer to front and two ends of service station building.
  - b. Remove, refinish and replace awning.

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- . 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, 21965, 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 lesse 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.

MITTAL HERE

Within P. Ir Williams

T. W. Whitehead

M. Glow

TEXACO INC. (Lenage)

DIVISION SALES MANAGER

Approved as to: Term

Whitehead !

Description E. E. Marton

Formall Tuchnes

(For Acknowledgments see reverse side

Recorded May 7, 1965 9 A. M.

STATE OF LOUTH CARCLINA )

Personally appeared before me J.B. Rhodes (Witness)
W.M. Who, being sworn, says that he saw the within named Evelyn Bennett and
Bennett, sign, seal, and as her act and deed delater the foregoing instrument J.B. Rhodes 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

(Notary Public) of South Carolina Commission expires at will of Governor

SETATE OF GEORGIA COUNTY OF FULTON the destruction of the second second

Personally appeared before me T. J. Whitehead (witness) who, being duly sworn, says that he saw the within named J. A. Glover sign, seel 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.

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Sworn to before me this 27th day of April A.D. 1965

(Witness)

tary Public in end

James Pirkle

Fulton County, Georgia

My commission expires

Recorded May 7, 1965 9 A. M.

Return to TEXACO Inc. Legal Department Att: A. E. Hirach P. O. Box 52338 Houston 1. Texas

253 #7

SOUTH CAROLINA TITLE TO REAL ESTATE

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	1-SF-PRESENTS hat Mudern Homes Construction Con	npany, a Florida Corporat	tion with its
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n No resta	Nate of South Carollin, the re-	receipt whereof is hereby a and release unto the said	icknowledged <sub>i</sub>
	one and designs, forever, certain real estate in Colleton	County, So	uth Carolina,
me tun.recomments of No. one tun.recomment on the second of the second o	A STATE OF THE PARTY OF THE PAR	mear the Town of Male Hundred Thirty-fou y G. S. Miley, Jr., ding as follows: he North by Fifth Str d bounded on the East easuring One Hundred One Rundred Seventt ton the Western lim shown on said plat; ction Company by L. comber 14, 1964, in Deed Book 137,	terboro, ir (134) Register- feasuring reet; it by i (100) ien (117), ie and be all the Office at Page
	a made in conformity with Contract to Sell Real Established Construction Company and Marvin Modrady day		
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	ii) and singular, the rights, members, hereditaments and appurtenant, or appertaining.	ces to the said premises b	elonging or in
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go no se man se di	Cord G. KoGrady and Lula F. NoGrady, their		·*************************************
And Main 77 this	Typines Construction Company does not by bind ((self, its successors in	nd assigns, to warrant and	forever detend
2013 - Ear on 1	the sent member man the control willford . Yourself and	Lula F. NoGrady	. ,
# 1 marin 1	thear Heis and Assignating answered lawfully claiming, or to claim, the score or any part the	it, its successors and assigneed.	is, and against
(F) with the	W. W.R.RECE: the said Modern Homes Construction Company, acting	by and through its thereun	o duly author-
Recognition &	oses his instrument to be executed and its coponal, seal hereti-	nto to be atfixed, all upon	the . 283b.
	in 25 read in the one charged and $-80$ co-condependence, of the Cin co-cluster on a critical	th	year
O Total	The though the form of the William o	oll, Assistant	SEAL) ice President
	Recorded May 7, 19	965 12 A. M.	<b>,</b> ,

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STATE OF GEORGIA, COUNTY OF LOWNDES.

Personally appeared before me,Carolyn_Ba_Sarratt, who being duly sworn, says .She saw the	نے)
Personally appeared before me	
. Ms. No. John and	86
Modern Romes Construction Company sign and attest the same, and that the with Lonn Ca Daughnety witnessed the execution and delivery thereof as the act and deed of the said Modern Homes Construction Company.	_

Carolini S. Dante

Potare Public, fin. Since at Large My Continuous of Com. the Lie, 1986

State of South Carolina

County of ....

TITLE TO REAL

of Deets, page

proper infeces and duly recombed in Bank...

State of South Carolina, Colleton KNOW ALL MEN BY THESE PRESENTS that EXCEND Hery 217, Smoaks, South Carolina of the county and state aforemid, hereinafter cometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar (\$1.00) to me (us) in hand paid, rec dged at and before th e signing a hereby bargain, grant and convey to the South Carolina Electric & Cas 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 th County of Colleton State of South Carolina, bounded as follows: South Carolina Highway # 217 Northerly by lands of .... Easterly by lands of \_\_\_\_\_ H.M. Kinsey Grantor et al Southerly by lands of\_ F. M. Bennett Wasterly by lands of Said tract contains 187 acres, more or less, and being the same land deeded to Grantor by Jenie Strickland by dead 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 P. M. Bennett, Right of way to be as shown on Dwg, of South Carolina Electric & Cas Company 1965 . It is agreed and understood between the parties hereto No. CP-10300, February 8, 1965. It is agreed and understood between the parties her that said money be paid to Verna P. Strickland for the benefit of 411, 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 Giantee 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 thersunder 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, tisovers and appurtenant facilities, for the transportstion 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, apparahas and equipment as Grantos 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 hidgment 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 Crantor(s) (other than to property cleared or removed as h ded) 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, i died 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 Grantes 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 date of this agreement. If the said sum is not paid or tendored within the time specified, the rights and privileges berein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantes shall be relieved from any further obliga-TO HAVE AND TO HOLD the aforesaid rights by the Crantee, 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 again any other person lawfully claiming or to claim the same or any part thereof. The word "Crantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be The word "Grantee" shall include Crantee's successors and essigns and its wholly or partially owned subsidiaries. IN WITNESS WHEREOF, Crantors have duly executed this indenture thandelt an a diggi palamenta attrac Strackland Direct Court .. (SEAL) Dav 1d A Strickland Strickland P. Strickland recorded 5/14/65 2 P. M. Ben W. Strickland Mrs. Verna P. Strickland

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STATE OF SOUTH CAROLINA 1 COUNTY OF CULLETON

Personally appeared before the Adoll Strickland

and made out that Shosaw the within named David A. Strickland, J. C.

Strickland, J. P. Strickland, Ben W. Strickland sign. scal and as their and Verna P. Strickland, Happin fixed, deliver the within written instrument and that be with

Shealy G. Pendary 18 withouted the execution thereof feors to before me this

\_5th air a\_ May A.D. 1965 Adell Stricklend Shealy Q. Pendarvis, seal affixed

Notery Public for S. C.

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	State of South Carolina,
	County of Colleton
	KNOW ALL MEN BY THESE PRESENTS the DOWNER Estate of J. P. Strickland
	they 212, Smouth 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 Crantse had selected, having a width of
	"==== FORTY=== (==40a) (set, upon, over, under and across lands of Granter(s) situated in the
	County of Colleton State of South Carolina, bounded as follows:
	Northerly by lands of South Carolina Highway # 217
	U M Visson
	Easterly by lands of n. n. 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 Dog. 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 lof all together with the right to construct, maintain, operate, replace and sitter thereou and thereunder one or more lines for the transmission of 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 Crantes 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 thermunder 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, tieuvers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which cun 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 Crantes may at any time deem necessary, and the right to reviews any line or any part thereof.
	Together also with the right from time to time to remove or clear and keep clear such trees, underlinish, 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 Grantee's said lands for all of the purposes aforesaid.
	PROVIDED, however, any damage to the property of Grantor(a) (other than to property cleared or removed as bereinbefore
•	provided) caused by Crantee 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 been 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 gram that the Crantes shall tender, and Cranter(s) shall opt. Grantee's check in the sum of
	Three Hundred Fifty
	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 essigns and its wholly or partially owned subsidiaries.  IN WITNESS WHEREOF, Grantees have duly executed this indenture therefore make pass of the property of the pass of the p
	Heirs to Est. J. P. Strickland
	MINISTER COMMISSION CONTRACTOR (SEAL)
3	WITNESS: (SEAL)
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li 🗪	Recorded 5/14/65 2 P. M. David A. Strickland  J. C. Strickland (SEAL)
	J. P. Strickland (SEAL)
	Verna P. Strickland Feman RW-1-80-1-80

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MATE OF SOUTH CARULINA COUNTY OF COLLETON

Personally appeared setters and Adell Strickland

end made outh that She saw the within named David A. Strickland, J. C. Strickland, Strickland, Ben W. Strickland, Strickland,

land, J. P. Strickland, Ben W. Strickland sign, seel and as their and Vorna P. Strickland, Helra et all liced, deliver one within written instrument and that be with

Shealy G. Pendarvia witnessed the execution thereof foods to before me this

5th day of May A.D. 19 65 Adell Strickland

Shoaly G. Pendarvia ... sbal affixed
Netery Public for S. C.

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April, 19_65
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State of South C	arolina,
County of Colleto	C
KNOW ALL MEN BY	THESE PRESENTS that I (We)W. B. Kinney
· · · · · · · · · · · · · · · · · · ·	Highway 217, Smoaks, South Carolina
(\$1.00) to me (us) in hand p	paid, hereinalter sometimes referred to as Grantor(s), for and in consideration of the sum of One aid, receipt of which is hereby acknowledged at and before the signing and scaling of these preser avey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its pr
office in Columbia, South Car	olina, a right of way, over such soute as Grantee had selected, having a width of
Thir	EY ( 30 ) feet, upon, over, under and across lands of Grantor(s).situated
County of Colle	ton, State of South Carolina, bounded as follows:
	S. C. Highway #217
	Magaio McCants
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Southerly by lands of	
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	s to the Estate of Mattie R. Kinsey by deed dated October 15, 194
Right of way enters	s Grantor's land from the land of Maggie McCants: thence extending
across Grantor's 1	and in a westerly direction to the land of I. W. Goodwin and Smit
_ ESTATE KIGHT OF Y	vay to be as shown on drawlou of South Carolina Electric & Gas
Company No. CP-1030	10. Eabruary B, 1965.
•	anust maintain ones to send on and after thereon and thermoder one or more lines for the transmiss
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COUNTY OF COLLETON Gladys S. Goodwin and made outh that Bhe saw the within named

W. B. Kinsey sign, seal and as his

ext and Deed, deliver the within written instrument and that he with

Shealy G. Pendaryia winessed the execution thereof

Swort to before me this

15thday of April A.D. 1965 Gladys S. Goodwin

Shealy G. Pendaryia (160al affixed

Neter Pablic for S. C.

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County of Colleton	<b>i</b>	•		
YNOR ALL MEN DE	Marrier Britanian A . B co		W. B. Kinsey	, ( ´,
ENOW ALL MEN BI	THESE PRESENTS that I (V			
<del></del>	HIRDWAY	ZI/ Smoaks	South Carolina	
of the county and state afores	said, hereinafter sometimes refe	med to as Creator/s	) for and in consideration	of the sum of One 1)
(\$1.00) to me (us) in hand p	aid, receipt of which is hereby	acknowledged at an	d before the signing and se	eling of these present
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	( )			
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	S. C. Highway /			•
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Southerly by lands of	•	<u></u>		
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Said tract	contains 148 acros.	more or less.	and being some la	nd_decded
to Grantor by Hairs	to Estate of Hottle	R. Kinsey by	deud dated Octobe	c_15,_1942
Right of way enters	Grantor's land from	the land of	Maggle McCants; th	ence extending
across Grantor's la	nd in a westerly dir	ection to the	land of I. W. Goo	dwin and Smith
Fstate: right of wa	y to be as shown on	drawing of So	uth Carolina Flect	ric & Gas
•	O, February 8, 1965,		•	
	truct, maintain, operate, replace			to a fine shows to the first
communication wires, guys, pur- rell as the right to install, ma- ight to construct, maintain, ope- o that it will not interfere will ion of gas, oil, petroleum produ- Together also with the r	consisting of supporting structual the braces and other accessory a intain and use anchors and guy erate, replace and after thereon the ordinary cultivation of sa octs or any other liquids, guses right from timo to time to rede may at any time deem necessary.	apparatus and equipu wires on lands adja- and thereunder a lin- id land, with valves, or substances which sign, rebuild or alter	nent deemed by Grantee to cent to the right of way be to or lines of pipes, all pipe t ticovers and appurtenant fa- can be transported through said lines and to install and	be necessary therefore rein granted; and abu- to be buried to such di- cilities, for the transpo- a pipe line. h additional lines, app
Together also with the i	right from time to time to rem way and such trees beyond th	ave or clear and kee	ep clear such trons, underbi	nish, structures and o
ines or appurtenances when ere	exted, and the right of entry up any damage to the property o	on Crantor's said land	ge for all of the binbores eq	oresaid.
provided) caused by Grantee 6	any dismage to the property on the course of constructing, a Grantors the right to cultivate t	building or repairing	said lines thall be borne by	y Crantee.
	uct the rights herein granted, a			
	this grant that the Cranton sh	all tender, and Graz	itor(#) shall accept, Grante	re's check in the sun
Two llundred ate of this agreement. If the hall, without further act by th ion hereunder.	00/100 said sum is not paid or tenden e parties hereto, cease and det	ed within the time:	O you within QU's specified, the rights and on Grantee shall be relieved	privileges herein grad
TO HAVE AND TO HE	OLD the aforesaid rights by the ec(s) to warrant and forever	defend the above go	anted rights against himself	
ny other person lawfully clair		المسابد للمدينيون		ma an al-
ny other person lawfully clain The word "Grantor(s)" he word "Grantee" shall inch	shall include Grantor's(s') hei ude Grantee's successors and o	usigns and its wholly	or partially owned subsidiar	ries,
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ny other person lawfully clain The word "Grantor(s)" he word "Grantee" shall inch	shall include Grantor's(s') hei ude Granter's successors and o DF, Grantors have duly execut	asigns and its wholly ad this indenture the W. I	or partially owned subsidial  15th day of  Configurate q  B. Kinsey	(SEA

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STATE OF SOUTH CAROLINA 1 Personally appeared before ... Gladys S. Goodwin COUNTY OF COLLETON and made outh that \_\_\_\_ She saw the within named \_\_\_ W. B. Kinsey sign, scal and as his act and Beed, decrees she within written instrument and that he with Shealy G. Pendarvis witnessed the execution thereof Swora to before the this . 15th, or April A.D. 1965 Gladya S. Goldina Shealy O. Pendarvia \_ neel Saffixed

Notary Public for S. C.

A STATE STATE OF THE STATE OF

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	State of South Caroling,
	County of communication of the Control of the County of country of
	KNOW ALL MEN BY THESE PRESENTS the 1 (We)
	Highway 217. Smoaka, South Carolina
	of the county and state aforestid, bessizative sometimes referred to as Grantor(s), for said in consideration of the sum of One D (\$1.00) in me (us) to hand paid, receipt of which is bereby achoevinging at and before the signing and seeling of these presents thereby burgate, great and convey to the South Carolina Electric & Cas Company, a South Carolina Conpention having its principal.
	office in Calumbia, South Carolina, a right of way, over such route as Grantus hard selected, having a width of
	Thirty 30) foot, upon, over, under and series lands of Crantor(s) situated in
	County of Colleton State of South Caroline, bounded as follows:
	Nonberty by lands of South Carolina Highway #217
	Easterly by leads of 1. W. Goodwin and Smith Estate
	Southerly by lands of H. R. Robinson and Smith Estate
	Westerly by lands of As La Smoak
	Sald tract contains 146 acres, more or lass, and being the same land desded
	to Grantor by Helrs to the Estate of Mattle R. Kinsey by deed dated October 15, 1942
	Right of way enters Grantor's land from the lands of Smith Estate and 1, W. Goodwing
	thence extending across Grantor's land in a westerly direction to the land of A. L.
STORY.	Smook_and_MUa_MVarnRight .of_ way_to_be_as_thumn_un_drawing_of_South_Caroline
ā	Electric & Gas Company No. CP-10300, February 8, 1965.
	to eacher with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission

distribution wires, givy, pure communication will be supported by the supp

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

Reserving, however, to Granton the right to cultivate the ground within the limits of said right of way, provided that on interfere with or obstruct the rights bewin granted, and provided further that no building or other structure shall the width of said right of way. shall not

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

One Hundred Twenty-flve ---00/100 Dollars (s. 125.00 ) within 900 year. from the date of this agreement. If the said sum is not paid or fendered within the time apacified, the rights and privileges herein granted that without further art by the parties herein granted and thereupon Grantes shall be relieved from any further obligation hereinsten.

case may be.

(SEAL)	(SKAL)
(SKAL)	Recorded 5/14/65 2 P. M.
(SEAL)	della for the shares
(SEAL)	Mady 2 . Hollen (SEAL)
(SEAL)	WITNESS: W. B. RINBOY (SEAL)
(SEAL)	1.20 A. t. v. s. c. y.

.. (SEAL) BW-I MAY 6-43 工6号

A COLOR STATE CAROLINA	Personally appeared before me
rogery of Colleton	Gladys S. Goodwi
und made outh that sho sa	w the within named
. B. Kinsey	sign, seel and as <u>his</u>
act and Deed, deliver the wit	hin written instrument and that be with
awarn to before me this	v18 witnessed the execution thereof
15thy of April	D 1965 Gladys S. Goodsin
_	arvis ([Sgal affixed
Notery Public for	5. G.

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	26
	State of South Carolina,
ŕ	County ofColleton
	KNOW ALL MEN BY THESE PRESENTS that I (We) Bessie B. Hiott
	Highway #15 Canadys, South Carolina
	MINISTER STATE OF THE NAME OF
	of the county and state aforesaid, bereinalter sometimes referred to as Grantsets), for and in consideration of the sum of One Polit
	(\$1.00) to me (us) in hand paid, receipt of which is hereby schnowledged at and before the signing and scaling of these presents, of hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its princip
	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 7/- 9
	Easterly by Linds of
	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 datedoct, 14 1935 Right-of-way enters
	Grantoris land from the land of L. H. Turner thence extending across Grantors land
	in a westerly direction to the land of Lucy Sailey . OXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	to be as shown on Dug. of South Carolina Electric & Gas Company #CP-10,300, Feb. 8,19
	together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective win communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, 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 tright to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such dependent it will not interfere with the ordinary cultivation of said land, with valves, ticovers and appartenant facilities, for the transportion of gas, oil, petroleum products or any other liquids, gases or anbstances 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, appartus 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 transportations, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger sailines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposet aforesaid.  PROVIDED, however, any damage to the property of Crantor(s) (other than to property cleared or removed as horeinheig provided 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 u shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure s
	Six Hundred00/100 Dollars (\$ .600.00 ) within One Year from to date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein grants shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further oblightion 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 again 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 to the word "Grantor(s)" shall include Grantor(s(s') heirs, executors, administrators, successors and assigns, as the case may to word "Grantor(s)" shall include Grantor(s) heirs, executors, administrators, successors and assigns, as the case may to word "Grantor(s)" shall include Grantor(s) heirs, executors, administrators, successors and assigns, as the case may to word "Grantor(s)" shall include Grantor(s) heirs, executors, administrators, successors and assigns, as the case may to successors and assigns and assigns and the respective to the successors and assigns and the respective to the successors and assigns and assigns and the successors and assigns and assigns and the successors and assigns an
	IN WITNESS WHEREOF, Grantors have duly executed this indenture the 25th day of March 19-6  Mrs. Blasik B. Heoli(SEA)
	WITNESS: Mrs. Bessie B. Hiott
	6. Luanos KroDe (SEA)
)	Edunds Hotel (SEA)  Skialy Edecade (SEA)
	Recorded 5/14/65 2 P. M. (SEAL
	(SFAI

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CAMBLINA 1	Leizousith abbested peinte me.
	Frances Hiott
may apply with that, She saw the	within named
Bessie B. Hiott	sign, scal and as her
s.t and Deed, deliver the within w Shealy G. Pendary18 iworn to before me this 25thay of March A.D. i	ritten instrument and that be with witnessed the execution thereof
Shealy G. Pendarvia  Notice Public for 1 C.  Seal affixed	(1.5.)

County of Colleton		a		
KNOW ALL MEN BY THESE PRESENT	•	CHiers(. Mrs	·d	
Highway 217, Smoa	ks, South Carolina			
<del></del>		<del></del>		•
of the county and state aforesaid, hereinafter s. (\$1.00) to me (us) in hand paid, receipt of whithereby bargain, grant and convey to the South	h is hereby acknowledged at a	and before the signing	and scaling of these press	nu, de
office in Columbia, South Carolina, a right of v	sy, over such route as Granto	a had selected, having	s width of	
Seventy	( -70- ) feet, upon, or	er, under and across la	uds of Grantor(s) situated	in the
County of Colleton	, State of South Caroli	na, bounded as follow	ra:ı	
Northerly by lands ofSouth Co	olina Highway 217	· 		
Easterly by Linds of Martin T	-			
Southerly by lands ofW, H. Va				
Westerly by lands of				
Said tract contains 2	6 Acres, more or le	ss, and being t	he same land deed	lad .
to Grantor by J. M. Hiers b	deed dated September	er 15, 1955.	Right-of-way	<del></del>
enters Grantor's land from	he land of Martin T	iomas thence ex	tending across	
Grantor's land in a westerl		and of Maggie M	cCants. WENTET	
	alrection to the U			
,		•		
IXXXXXX right-of-way to be.	galmand, normealerer	•		1 <b>a</b> :
Company No. CP-10300, Febr	ary 8, 1965.	of South Carol	Ina Electric & Co	
Company No. CP-10700, Febriogether with the right to construct, maintain, and intribution of electric energy, consisting of supprominuncation wirer, guys, push braces and other well as the right to install, maintain and use an right to construct, maintain, operate, replace and to that it will not interfere with the ordinary cultion of gas, oil, petroleum products or any other. Together also with the right from time to the state of the suppression of the provided proportion of the superate of the superate of the provided provided caused by Grantoe in the course of control of the course of the	rate, replace and after thorson ting structures, overhead and a accessory apparatus and equiums and goy wires on lands a coation of said land, with valve quids, gasts or substances whistime to redesign, rebuild or all time to remove or clear and is beyond the same as in the ight to of entry upon Grantor's side property of Grantor's (oth attracting, robuilding or repain	and thereunder one or underground conductor pinent deemed by Gra ijacent to the right of line or lines of pipes, at it, tieovers and apparte the can be transported to created lines and to im- remove say line or any scep clear such trees, alignent of Grantee ma- ands for all of the pur- er than to property clean eng said lines shall be I	more lines for the transmits and lightning protective need to be necessary then way herein granted; and all pipe to be buried to such mant facilities, for the transmooth a pipe line, tall such additional lines, ay part thereof, underbrush, structures and y interfere with or endang poses aforesaid, sared or removed as herein some by Crantee.	asion or wires efor, an about the adouted asporta- appara- appara- d other ger said
Company No. CP-10/100, Febriogether with the right to construct, maintain, op- distribution of electric energy, consisting of supprominant water, guys, push braces and other well as the right to install, maintain and use and to that it will not interfere with the ordinary cul- tion of gas, oil, petroleum products or any other.  Together also with the right from time to tus and equipment as Gauteo may at any time of Together also with the right from time to tus and equipment as Gauteo may at any time of PROVIDED, however, any damage to the provided) caused by Grantee in the course of ex- Reserving, however, to Grantors the right thall not interfere with or obstruct the rights here	rate, replace and after thorsen ting structures, overhead and of accessory apparatus and equiums and goy wires on lands as liter thorsen and the thorsen of said land, with valve quids, gases or substances whis time to redesign, rehuld or altern necessary, and the right to time to remove or clear and it is beyond the same as in the ju of entry upon Crantor's said it property of Grantor(a) (oth astructing, rebuilding or repair of cititiste the ground within	and thereunder one or inderground conductor prient deemed by Gra iliacent to the right of line or lines of pipes, al s, tieovers and apparte the an be transported to ter said lines and to im- remove any line or any corp clear such trees, adjument of Grantee ma- ands for all of the pur- er than to property cle- ing said lines shall be I the limits of said right	more lines for the transmiss and lightning protective inter to be necessary there way herein granted; and a lippe to be buried to said mant facilities, for the true hrough a pipe line, tall such additional lines, ay part thereof, underbrush, structures and underbrush, structures are underbrush are with or endang poses aforesaid, ared or reunoved as herein sorne by Grantee,	ssion or wires efor, and about the indepth inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inporta- inpor
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, in CARULINA ↓	Personally appeared before me
OF COLLETON	James H. Peters
and made path that he saw	the within named Nivia C. Hiera
(Mrs. J. M. Hiers)	sign, scal and asher
act and Deed, deriver the within	written instrument and that he with
	witnessed the execution thereof
10th of April A.D.	1965 James H. Potella
Shealy G. Pendan	ria_(bbhlaffixed
Morary Public for 3.	C

	<b>≈</b> 8
	Search of Court Court
1	State of South Carolina,
	County of Colleton
	KNOW ALL MEN BY THESE PRESENTS that KYNK) NIVIO C. HIGER (Mrs. J.M. Higes)
	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 Dellar (\$1.00) to one (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and seeling of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Ges 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
	County of Colluton, 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 Mage to Ne Cants
	Said tract contains 286 acres, more or luss, 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,
	Magnesextenses Exright -of-way to be as shown on drawning of South Carolina Electric
	6 Gas Company No. CP-10300, February 8, 1965
	together with the right to construct, maintain, operate, replace and alter thereon and thercunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lighting protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Ganatee 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 bench granted; and also the right to construct, maintain, operate, replace and after thereon and therounder 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, ticovers and appurtment facilities, for the transportation of gas, off, petroleum products or any other liquids, gazes or substances which can be transported through a pipe line.  Together also with the right from time to time to redesign, rebuild or after said lines and to install such additional lines, apparatus and equipment as Gruntes may at any time decum 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 right be recited, and provided further that no buildi
	Four Hundred Fifty00/100 Dollars (\$450.00 ) within. One Year of our the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted thall, 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 hears 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 1, 19.65.
	WITNESS: (SEAL)  WITNESS: (SEAL)
逐	(SKAL)
•	recorded 5/14/65 2 P. M. (SEAL)
	Form RW-1-NU-6-63

Personally appeared before m ... OF COLLETON James H. Peters and made oath that he saw the within named Nivia C. Hiors

(Mrs. J. M. Hiers) sign, scal and as her sign, scal and as her ict and Deed, deliver the within written instrument and that be with Shealy G. Pondarvis witnessed the execution thereof tworn to before me this

10thy of April A.D. 165 James H. Petensi Shealy G. Pendarvis

Motary Philip for S. C.

	THESE PRESENTS that I (We).	Adell Strickland	
	Highway 217. Smouks S		
	, ,	MINISTER STATE OF THE STATE OF	<del></del>
( Lead at (us) to me (u) to head	paid, receipt of which is bereby ack	to as Crantor(s), for and in consideration of the sum of nowledged at and before the rigning and seniing of these o & Gas Company, a South Carolina Corporation having	presents, do
office in Columbia, South Ca		oute as Grantse had selected, having a width of  feet, upon, over, under and across lands of Grantor(s) sin	outed & A-
County of Colleton			firted fit cos
•	-	South Carolina, bounded as follows:	
	South Carolina High		·
Easterly by lands of		· :	<del></del>
Southerly by lands of	J. P. Strickland E	state	<del></del>
Westerly by lands of	F. M. Bennett and	Charlie Benett	
Said trac	t contains 40 acres, mo	re or less, and being the same land do	oded
to Crantor by Jen	ie Strickland by deed d	ated January 14, 1954. Right of way c	estara
Grantor's land fr	om the land of J. P. St	rickland Estate thence extending acros	8
Grantor's land in	a westerly direction t	o the land of F.M. Bennett and Charlie	Bonnett
KIRDE OF	way to be as shown on D	wg. of South Carolina Electric & Gas C	Company
No. CP-10300, Fe together with the right to con- distribution of electric energy, communication wires, guys, p- well as the right to install, m- right to construct, maintain, of	bruary 8, 1965  struct, maintain, operate, replace an consisting of supporting structures, ish braces and other accessory appaintain and use anchors and guy with perate, replace and after thereon and	d alter thereon and thereunder one or more lines for the tra overhead and underground conductors and lightning prot- tratus and equipment decond by Guantee to be necessary tres on lands adjacent to the right of way beckin granted; It thereunder a line or lines of pipes, all pipe to be buried to	numination or retive wires, therefor, as and also the p such depth
No. CP-10300, Fe together with the right to condistribution of electric energy, communication wires, gays, p well as the right to install, mright to construct, maintain, or other it will not interfere witton of gas, oil, petroleum pro Together also with the tus and equipment as Grantes Together also with the obstruction, upon said right of the communication of the construction, upon said right of the communication of the comm	bruary 8, 1965  struct, maintain, operate, replace an consisting of supporting structures, ash braces and other accessory apparatus and use suchors and guy wherate, replace and after thereon and the the ordinary cultivation of said the ducts or any other liquids, gases or right from time to time to redesign may at any time deem necessary, as right from time to time to remove if way and such trees beyond the sareted, and the right of entry upon any damage to the property of C in the course of constructing, rebut Grantors the right to cultivate the truct the rights herein granted, and to feway.  If this grant that the Grantee shall a composed the parties hereto, cease and determined to the property of C in the course of constructing, rebut the fights herein granted, and to feway.  If this grant that the Grantee shall a composed the parties hereto, cease and determined to the course of control of the same or any shall include Grantor's (s') beirs, shall include Grantor's state of the same or any shall include Grantor's state of the same or any shall include Grantor's state of the same or any shall include Grantor's state of the same or any shall include Grantor's state of the same or any shall include Grantor's state of the same or any shall include Grantor's state of the same or any shall include Grantor's state of the same or any shall include Grantor's state of the same or any shall include Grantor's state of the same or any shall include Grantor's state of the same or any shall include Grantor's state of the same or any shall include Grantor's state of the same or any state of the same or any state of the same or any shall include Grantor's state of the same or any state of the same of the sa	d alter thereon and thereunder one or more lines for the tra- uverhead and underground conductors and lightning proto- uratus and equipment deconed by Grantee to be necessary tres on lands adjacent to the right of way beech granted; I thereunder a line or lines of pipes, all pipe to be buried it and, with valves, tieovers and appartenant facilities, for the substances which can be transported through a pipe line, a, rebuild or alter said lines and to install such additional it ad the right to remove any line or any part thereof, or clear and keep clear such trees, underbrush, structure time as in the judgment of Grantee may interfere with or ec- Grantor's said lands for all of the purposes aforesaid: frantor(s) (other than to property cleared or removed as liding or repairing said lines shall be borne by Grantee, ground within the limits of said right of way, provided it provided further that no building or other structure shall tender, and Grantor(s) shall accept, Grantee's check in sollars (s. 200,00 ) within Ong Yugr within the time specified, the rights and privileges her sine and thereupon Grantee shall be relieved from any fur Grantee, its successors and assigns, as aforesaid.	manifation or retive wires, therefor, as and also the pauch depth is transportations, apparations, apparations, apparations, and other indenger said hereinbefore that such use it be erected the num of the parated of

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nd made oath that he saw t	he within named
Adell Strickland	sign, seal and as hear
et and Deed, deliver the within	written instrument and that be with
Shealy G. Pendarvi	B witnessed the execution thereof
worn to before me this	
1st day of April A.D.	fis J. P. Strickledd
healy G. Pendarvis	<u>- sęsą)</u> affixed
Versey Public for S.	

tate of South Carolina,	•
} ■	
ounty ofCOLLETON	<i>(</i> -
KNOW ALL MEN BY THESE PRESENTS that I (WW)	· · · · · · · · · · · · · · · · · · ·
·	Canadys, S.C.
erreiki direkti mila 14-ani Wili mga diga 1999, a maya tulah s. Miliming dishagapilan segapunga	
\$1.00) to me (us) in hand paid, receipt of which is hereby acknowledge.	to as Granior(s), for and in consideration of the swn of One Dullar owledged at and before the signing and sealing of these presents, do & Gas Company, a South Carolina Corporation having its principal
fice in Columbia, South Carolina, a right of way, over such rou	
	(set, upon, over, under and ucross lands of Grantor(s) situated in the
colleton State of	South Carolina, bounded as follows:
ortherly by lands of Hiott & Salley	
asterly by lands of H1ott	
Strickland	
w.H.Varn	
esterly by lands of	
A tract of 1 and located about 1	four miles west of Canadys, S.C. contain
22 acres more or less and being the	same land conveyed to Grantor about
900 by Finoken & Myera.	
Right of way enters Grantor's	land from the lands of Hiott thence.
xtending across Grantor's land in a	westerly direction to the lands of
H. Varn Whattowy Victory with night of war	to be as shown on South Carolina Elec
stribution of electric energy, consisting of supporting structures, as numunication wires, gays, push braces and other accessory appara	alter thereon and thereunder one or more lines for the transmission or orbead and underground conductors and lightning protective wires.
ght to construct, maintain, operate, replace and after therein and I that it will not interfere with the ordinary contivation of said In not of gas, oil, petroleum products or any other liquids, gases or as Together also with the right from time to time to redesign, and equipment as Grantoe may at any time deem necessary, and Together also with the right from time to time to remove obstructions, upon said right of way and such trees beyond the same are or appartenances when erested, and the right of entry upon Grantoe in the course of constructing, rebuild Reserving, however, any damage to the property of Grantoelided) caused by Grantoe in the course of constructing, rebuild Reserving, however, to Granton the right to cultivate the grant all not interfere with or obstruct the rights herein granted, and putition the width of said right of way.  And it is a condition of this grant that the Grantoe shall te	atus and equipment deemed by Guartee to be becessary therefor, a co-on lands adjacent to the right of way herein granted; and also the thereunder a line of lines of pipes, all pipe to be barried to such depth ad, with valves, theorers and appartenant facilities, for the transporta- thistances which can be transported through a pipe line, rebuild or alter said lines and to install such additional lines, appara- it the right to remove any lino or any part thereof, or clear and keep clear such trees, underbrush, structures and other re as in the judgment of Grantee may interfere with or endanger said rantor's said lands for all of the purposes aforesaid, antor(s) (other than to property cleared or removed as hereinbefore ling or repairing said lines thall be borne by Grantee, round within the limits of said right of way, provided that such use roysided further that no building or other structure shall be erected under, and Grantor(s) shall accept, Grantee's check in the sum of
ght to construct, maintain, operate, replace and after therein and I that it will not interfere with the ordinary enlivation of said I am of gas, oil, petroleum products or any other liquids, gases or as an equipment as Grantee may at any time deem necessary, and Together also with the right from time to time to redesign, as and equipment as Grantee may at any time deem necessary, and Together also with the right from time to time to remove o intractions, upon said right of way and such trees beyond the sames or appurtenances when erected, and the right of entry upon Granteed by Grantee in the course of constructing, rebuilds. Reserving, however, any damage to the property of Granteed by Grantee in the course of constructing, rebuilds. Reserving, however, to Grantons the right to cultivate the gall not interfere with or obstruct the rights herein granted, and putilin the width of said right of way.  And it is a condition of this grant that the Grantee shall te four liturated Sixty ===00/100   Dotte of this agreement. If the said sum is not paid or tendered we all, without further act by the parties hereto, cease and determine hereunder.  To HAVE Ab'D TO HOLD the aforesald rights by the Grant of the word "Granteu(s) agree(s) to warrant and forever defense of the word "Granteu(s) spree(s) to warrant and forever defense of the word "Granteu" shall include Granteu's being one word "Granteu" shall include Grantee's successors and assign	atus and equipment decreed by Chanter to be pecessary therefor, a co-on lands adjacent to the right of way herein granted; and also the thereunder a line of lines of pipes, all pipe to be baried to such depth and, with valves, theorems and appartenant facilities, for the transportar obstances which can be transported through a pipe line, rebuild or alter said lines and to install such additional lines, appared the right to remove any lino or any part thereof, or clear and keep clear such trees, underbrinsh, structures and other reast the judgment of Grantee may interfere with or endanger said canter(s) (other than to property cleared or removed as hereinbefore ling or repairing said lines thall be borne by Grantee. The provided further that no building or other structure shall be erected under, and Granter(s) shall accept, Grantee's check in the sum of olders (4.460.00) within 1.908P from the olders (4.460.00) within the limits of said be relieved from any further obligation of the sum of pitcher that the sum of olders (see the specified, the rights and privileges herein granted rights the above granted rights against himself or his helrs and against put thereof.
ght to construct, maintain, operate, replace and after therein and I that it will not interfere with the ordinary enlivation of said I am of gas, oil, petroleum products or any other liquids, gases or as an equipment as Grantee may at any time deem necessary, and Together also with the right from time to time to redesign, as and equipment as Grantee may at any time deem necessary, and Together also with the right from time to time to remove o intractions, upon said right of way and such trees beyond the sames or appurtenances when erected, and the right of entry upon Granteed by Grantee in the course of constructing, rebuilds. Reserving, however, any damage to the property of Granteed by Grantee in the course of constructing, rebuilds. Reserving, however, to Grantons the right to cultivate the gall not interfere with or obstruct the rights herein granted, and putilin the width of said right of way.  And it is a condition of this grant that the Grantee shall te four liturated Sixty ===00/100   Dotte of this agreement. If the said sum is not paid or tendered we all, without further act by the parties hereto, cease and determine hereunder.  To HAVE Ab'D TO HOLD the aforesald rights by the Grant of the word "Granteu(s) agree(s) to warrant and forever defense of the word "Granteu(s) spree(s) to warrant and forever defense of the word "Granteu" shall include Granteu's being one word "Granteu" shall include Grantee's successors and assign	atus and equipment deemed by Grantee to be becessary therefor, a co-on lands adjacent to the right of way herein granted; and also the thereunder a line of lines of pipes, all pipe to be baried to such depth and, with valves, theorers and appartenant facilities, for the transportal abstances which can be transported through a pipe line, rebuild or alter said lines and to install such additional lines, apparal the right to remove any line or any part thereof, or clear and keep clear such trees, underbrush, structures and other east in the judgment of Grantee may interfere with or endanger said rantor's all fands for all of the purposes aforexaid, antor's) (other than to property cleared or removed as hereinbefording or repairing said lines thall be borne by Grantee. From within the limits of said right of way, provided that such us rovided further that no building or other structure shall be erected under, and Grantor(s) shall accept, Grantee's check in the sum of oliars (s. 46.0.00 ) within 1 YOBP from the other time specified, the rights and privileges herein grantee and thereupon Grantee shall be relieved from any further obligatantee, its successors and assigns, as aforesaid, and the above granted rights against himself or his heirs and against put thereof, administrators, successors and assigns, as the case may be as indenture the
ght to construct, maintain, operate, replace and after therein and I that it will not interfere with the ordinary enlivation of said In not one of gas, oil, petroleum products or any other liquids, gases or as Together also with the right from time to time to redesign, a and equipment as Grantee may at any time deem necessary, and Together also with the right from time to time to remove optractions, upon said right of way and such trees beyond the sames or appurtenances when erected, and the right of entry upon Granted on the property of Granted Optractions, and the right of entry upon Granted Optractions, however, any damage to the property of Granted Optract of Construction, rebuild Reserving, however, to Granton the right to cultivate the grall not interfere with or obstruct the rights herein granted, and putting the width of said right of way.  And it is a condition of this grant that the Grantee shall te four liturated Sixty ===00/100   Dotte of this agreement. If the said sum is not paid or tendered we all, without further act by the parties hereto, cease and determine hereunder.  The word "Granteu(s) agree(s) to warrant and forever defense of the word "Granteu(s)" shall include Granter's(s) heirs, each of the word "Granteu" shall include Granter's better the word "Granteu" shall include Granter's and assign IN WITNESS WHEREOF, Granters have duly executed the state of the same or any the word "Granteu" shall include Granter's and assign IN WITNESS WHEREOF, Granters have duly executed the state of the same or any the same or any the same of the word "Granteu" shall include Granter's and assign IN WITNESS WHEREOF, Granters have duly executed the same of the same of the word "Granteu" shall include Granter's and said on the same of the word "Granteu" shall include Granter's and assign IN WITNESS WHEREOF, Granter's have duly executed the same of the same of the word "Granteu" shall include Granter's and said the same of the word "Granteu" shall include Granter's and said the same of the same of the same of th	atus and equipment decreed by Chantee to be pecessary therefor, a so on lands adjacent to the right of way herein granted; and also the thereunder a line of lines of pipes, all pipe to be baried to such depit nd, with valves, theorers and appartenant facilities, for the transporta abstances which can be transported through a pipe line, rebuild or alter said lines and to install such additional lines, appared the right to remove any line or any part thereof, or clear and keep clear such trees, underbrown, structures and other re as in the judgment of Grantee may interfere with or endanger said rantor's all lands for all of the purposes aforesaid, antor's) (other than to property cleared or removed as hereinbefore ling or repairing said lines thall be borne by Grantee. From the thinits of said right of way, provided that such use roysided further that no building or other structure shall be erected under, and Grantor's) shall accept, Grantee's check in the sum of ollars (\$4.460.00
ght to construct, maintain, operate, replace and after therein and I that it will not interfere with the ordinary enlivation of said In not one of gas, oil, petroleum products or any other liquids, gases or as Together also with the right from time to time to redesign, a and equipment as Grantee may at any time deem necessary, and Together also with the right from time to time to remove optractions, upon said right of way and such trees beyond the sames or appurtenances when erected, and the right of entry upon Granted on the property of Granted Optractions, and the right of entry upon Granted Optractions, however, any damage to the property of Granted Optract of Construction, rebuild Reserving, however, to Granton the right to cultivate the grall not interfere with or obstruct the rights herein granted, and putting the width of said right of way.  And it is a condition of this grant that the Grantee shall te four liturated Sixty ===00/100   Dotte of this agreement. If the said sum is not paid or tendered we all, without further act by the parties hereto, cease and determine hereunder.  The word "Granteu(s) agree(s) to warrant and forever defense of the word "Granteu(s)" shall include Granter's(s) heirs, each of the word "Granteu" shall include Granter's better the word "Granteu" shall include Granter's and assign IN WITNESS WHEREOF, Granters have duly executed the state of the same or any the word "Granteu" shall include Granter's and assign IN WITNESS WHEREOF, Granters have duly executed the state of the same or any the same or any the same of the word "Granteu" shall include Granter's and assign IN WITNESS WHEREOF, Granters have duly executed the same of the same of the word "Granteu" shall include Granter's and said on the same of the word "Granteu" shall include Granter's and assign IN WITNESS WHEREOF, Granter's have duly executed the same of the same of the word "Granteu" shall include Granter's and said the same of the word "Granteu" shall include Granter's and said the same of the same of the same of th	atus and equipment deemed by Guarder to be becessary therefor, a co-on lands adjacrot to the right of way herein granted; and also the thereunder a line of lines of pipes, all pipe to be barried to such depth ad, with valves, tiesvers and appartenant facilities, for the transportathstances which can be transported through a pipe line, rebuild or alter said lines and to install such additional lines, apparail the right to remove any lino or any part thereof.  For clear and keep clear such trees, underbrush, structures and other reast the judgment of Grantee may interfere with or endanger said rantor's all lands for all of the purposes aforesaid, antor(s) (other than to property cleared or removed as hereinbefore ling or repairing said lines thall be borne by Grantee.  For clear and Grantor of said right of way, provided that such use revisited further that no building or other structure shall be erected under, and Grantor(s) shall accept, Grantee's check in the sum of ollars (\$.460.00 ) within 1 your from the other than the specified, the rights and privileges herein granted rights therefore and thereupon Grantee shall be relieved from any further obligations, at successors and assigns, as aforesaid.  Add the above granted rights against himself or his heirs and against part thereof.  Recutors, administrators, successors and assigns, as the case may be, as and its wholly or partially owned subsidiaries.  Its indenture the 10th day of April 1, 19-65.
ght to construct, maintain, operate, replace and after therein and I that it will not interfere with the ordinary enlivation of said I am of gas, oil, petroleum products or any other liquids, gases or as an equipment as Grantee may at any time deem necessary, and Together also with the right from time to time to redesign, as and equipment as Grantee may at any time deem necessary, and Together also with the right from time to time to remove o intractions, upon said right of way and such trees beyond the sames or appurtenances when erected, and the right of entry upon Granteed by Grantee in the course of constructing, rebuilds. Reserving, however, any damage to the property of Granteed by Grantee in the course of constructing, rebuilds. Reserving, however, to Grantons the right to cultivate the gall not interfere with or obstruct the rights herein granted, and putilin the width of said right of way.  And it is a condition of this grant that the Grantee shall te four liturated Sixty ===00/100   Dotte of this agreement. If the said sum is not paid or tendered we all, without further act by the parties hereto, cease and determine hereunder.  To HAVE Ab'D TO HOLD the aforesald rights by the Grant of the word "Granteu(s) agree(s) to warrant and forever defense of the word "Granteu(s) spree(s) to warrant and forever defense of the word "Granteu" shall include Granteu's being one word "Granteu" shall include Grantee's successors and assign	atus and equipment deemed by Gautee to be becessary therefor, as so in lands adjacent to the right of way herein granted; and also the thereunder a line of lines of pipes, all pipe to be barried to such depth and, with valves, theorers and appartenant facilities, for the transportathstances which can be transported through a pipe line, rebuild or alter said lines and to install such additional lines, apparait the right to remove any lino or any part thereof, or clear and keep clear such trees, underbrown, structures and other reast in the judgment of Grantee may interfere with or endanger said rantor's all lands for all of the purposes aforesaid, antor's) (other than to property cleared or removed as hereinbefore ling or repairing said lines thall be borne by Grantee.  From dwithin the limits of said right of way, provided that such use revisited further that no building or other structure shall be erected under, and Grantor's) shall accept, Grantee's check in the sum of ollars (4, 460,00,0), within 1, 40827, from the other time specified, the rights and privileges herein granted are and thereupon Grantee shall be relieved from any further obligations, at since a part of rights against himself or his heirs and against put thereof, administrators, successors and assigns, as the case may be, as and its wholly or partially owned subsidiaries.

STATE OF SOUTH CAROLINA Personally appeared betwee M COUNTY OF COLLETON Hattie Risher and made outh that Bho saw the within named Lucy Salley and .... sign, seal and as the ir Kizzie Salley e.t and beed, deliver the within written instrument and that he with witnessed the execution thereof Shealy Q. Pendarvis sworn to before me this 10th day of April A.D. 1965 Hattie Risher affixed Shealey G. Pendarvia Notary Public for S. C.

County of Colleton		
KNOW ALL MEN BY	THESE PRESENTS that I (W	) Lutitia Carter
		S. C. Hwy #235, Canadys, South Carolina
(\$1.00) to me (us) in hand pr	uid, receipt of which is hereby ac	ed to as Grantor(s), for and in consideration of the sum of One Du- cknowledged at and before the signing and sealing of these presents, tric & Gas Company, a South Carolina Corporation having its princi-
office in Columbia, South Can	olina, a right of way, over such	route as Grantee had selected, having a width of
FORTY	(-40-	) feet, upon, over, under and across bands of Grantur(s) situated in
County of	State	of South Carolina, bounded as follows:
Northerly by lands of	J. P. Bailey	
		ghway #235
•		
		bedook beet mama, the mama, thend, debook
		1 Oct. 15,1956. Right of way enters Grantor
land from the land	of J. P. Bailey thens	ce extending across Grantor's land in a
westerly direction	to the land of L. W.	Turner
Right of wa	ıy to be as shown on I	Dog. of South Carolina Electric & Cos Company
listribution of electric energy, communication wires, guys, pusi- well as the right to install, mai- stell as the right to install, mai- ight to construct, maintain, ope- o that it will not interfers with ion of gas, oil, petroleum produ- Together also with the ri- us and equipment as Grantee in Together also with the ri- bistructions, upon said right of ines or appartenauces when ere PROVIDED, however, a movided) caused by Grantee in Bearing however, to	onstating of supporting structures, in batting of supporting structures, and other accessive and guy rate, replace and after thereon as the ordinary cultivation of said acts or any other liquids, gasts or ight from time to time to redesignly at any time deem necessary, light from time to time to remove any and such trees beyond the cred, and the right of entry upon my damage to the property of the course of constructing, rebustrators the right to cultivate the intention cultivate the right to cultivate the	and after therein and therrander one or many lines for the transmission, or erhead and underground conductors and lightning protective wir paratus and equipment decincel by Genutee to be necessary therefor, sires on lands adjacent to the right of way herein granted; and also it all therounder a line or lines of pipes, all pipe to be builted to such depland, with valves, (teovers and appurtenant facilities, for the transpur ambitances which can be transported through a pipe line, on, rebuild or after said lines and to install such additional lines, apparand the right to remove any line or any part thereof, e.g., rebuild or after said lines and to install such additional lines, apparand the right to remove any line or any part thereof.  Control of the independ of Grantee may interfere with or endanger at Grantor's said lands for all of the purposes aforesaid.  Grantor(s) (other than to property cleared or removed as hereinbefouilding or repairing said lines shall be burne by Grantee.  ground within the limits of said right of way, provided that such a
within the width of said right o	d way.	provided further that no building or other structure shall be erect
•		I tender, and Grantor(x) shall accept, Grantee's check in the sum
late of this agreement. If the shall, without further act by the ion hereunder.	said sum is not paid or tendered parties hereto, ceaso and deters	Dellars (\$ 190.00) within One Yearfrom t within the time specified, the rights and privileges herein grant mine and thereupon Grantes shall be relieved from any further oblig
And the Grantor(x) agrainy other person lawfully claim The word "Grantor(x)" The word "Grantor" shall inclu	re(s) to warrant and forever de sing or to claim the same or at shall include Grantor's(s') heirs, ide Grantoe's succussors and ass	Grantee, its microssors and assigns, as aforesaid, ifend the above granted rights against himself or his heirs and again put thereof.  executors, administrators, successors and assigns, as the case may being and its wholly or partially owned subsidiaries.  this indenture the30thday ofMarch, 19
IN MITAGOS MITEREC	or, vermiture have duly electred	Latita Contact (SEA)
VITNESS:		Lutitia Carter (SEA)
Think & l	Elnelow	(SEA)
	rec	corded 5/14/652.P. M
	11.5	(SEA)

COUNTY OF COLLETON	J. P. Bailey
and made outh that he saw it Lutitia Carter act and Deed, deliver the within	written instrument and that be with
Shealy G. Pendarvis iwom to before me this 30thay of March A.D.	1965 J. P. Bailay (L.)
Shealy G. Pendary18	

of South Carolina Colleton KNOW ALL MEN BY THESE PRESENTS that I (We) Have to McCante and Vola Mac Davis S. C. Ilwy #217. Smouks, South Caroling 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 scaling of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation liaving its principal office in Columbia, South Carolina, a right of way, over such coute as Crantee had selected, having a width of I feet, upon, over, under and across Linds of Grantor(s) situated in the County of ... Colleton. South Carolina Highway 217 Northerly by lands of: J. M. Hiers Easterly by lands of ... Eddie Brown Southerly by lands of ... W. B. Kinsey Westerly by lands of ... Sold truct contains 14) Acres, more or less, and being the same land deeded to Grantor by M. A. Tisdate 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; 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 therein and thereinder one or more lines for the transmission or distribution of cleatric 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 Gantee 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 berein granted; and also the right to construct, maintain, operate, replace and after 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 theorem 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, apparaand 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 Granteo 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 Crantee in the course of constructing, rebuilding or repairing said lines shall be burne by Crantee. Reserving, however, to Crantors 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 exceed. within the width of said right of way. And it is a condition of this grant that the Crantoe shall tender, and Grantor(s) shall accept. Crantee's check in the sum of 1)olları (1.225.00 Two Hundred Twenty-five--00/100 ) within One Year 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, craso and determine and thereupon Grantee shall be relieved from any further obligation hereinder. TO HAVE AND TO HOLD the afon-said rights by the Granter, its nuccessors and assigns, as aforesaid. And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his beirs and against any other person lawfully claiming or to claim the same or any pur thereof. The word "Grantor(s)" shall include Grantor(s(s') beirs, executors, administrators, successors and assigns as the case may be. The word "Grantee" shall include Grantoe's successors and assigns and its wholly or partially owned subsidiaries. IN WITNESS WHEREOF, Crantors have duly executed this indenture the ...... 7th....... 1965... (SEAL) Pilal David (SEAL) Maggie McCants Vela Mae Davia (SEAL) recorded 5/14/65 2 P. M. (SEAL) . (SEAL)

COUNTY OF COLLETON Mrs. Stove Thomas

and made onto the short saw the within named Maggio McCants and

Vola Mae Davis Sign, set and a their

ext and Deed, deliver the within written instrument and that he with

Shealy G. Pendarvis within of the execution therest invers to before me this

7th day of April A.B. 19 65 Mrs. Stove Tribmas

Shealy G. Pendarvis (LS)

Seal affixed

P	State of South Carolina,
O;	County of 'Colleton'
	KNOW ALL MEN BY THESE PRESENTS that I (We) Charlie W. Bennatt
	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
	ortice is slumbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of
	SEVENTY ( "70" ) (eet, upon, over, under and across lamb of Grantor(s) situated in the
	County of Colleton State of South Carolina, bounded as follows:
	Nonherty by leads 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 1832. 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.
1	Right of way to be as shown on Dun, of South Carolina Electric & Gas Company
· B	No. CP-10300, Fabruary 8, 1965
¥ 	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 accessary 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 therounder 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, petruleum 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 Grantes 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, underlinesh, structures and other
ı	obstructions, upon said right of way and such trees beyond the same as in the judgment of Crantor may interfere with or ondanger said lines or appurtenances when created, and the right of entry upon Crantor's said lands for all of the purposes aforesaid.  PHOVIDED, however, any damage to the property of Crantor(s) (other than to property cleared or removed as herelobefore provided caused by Crantoe in the course of constructing, rebuilding or repairing said lines shall be borne by Crantoe.  Reserving, however, to Crantors 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 serected within the width of said right of way.  And it is a condition of this grant that the Crantos shall tender, and Crantor(s) shall uccept, Crantoe's check in the sum of Four Hundred Fiftyoo/100 Dollars (\$ 450,000 ) 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 berein granted
	lines or appurtenances when created, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.  PHOVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantoe in the course of constructing, rebuilding or repairing said lines shall be borne by Grantoe.  Receiving, 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 served 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 uccept, Grantee's check in the sum of Four Hundred Fifty00/100.  Dollars (\$-450.000) within One Year.  from the
	lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.  PHOVIDED, however, any damage to the property of Grantor(s) (other than to property eleared or removed as hereinbefore provided) caused by Grantoe in the course of constructing, rebuilding or repairing said lines shall be borne by Grantoe.  Reserving, however, to Grantors the rights 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 to the sum of Four Hundred Fiftyoo/100 [Ordina (\$.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 turther 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 only other person lawfully claiming or to claim the same or any part thereof.  The word "Grantor(s)" shall include Grantor's(s') heirs, esecutors, administrators, successors and assigns, as the case may be. The word "Grantoe" shall include Grantor's(s') heirs, esecutors, administrators, successors and assigns, as the case may be. In Witness Witereof, Grantoe's successors and assigns and its wholly or partially owned subsidiaries.  IN WITNESS WITEREOF, Grantors have duly executed this indenture the
A	lines or appurtenances whon erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.  PHOVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantoe in the course of constructing, rebuilding or repairing said lines shall be borne by Grantoe.  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 served within the width of said right of way.  And it is a condition of this grant that the Grantoe shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Four Hundred Fifty00/100.  Dollar (\$.450.00
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T.	lines or appurtenances whon erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.  PI(DVIDED, however, any damage to the property of Crantor(s) (other than to property eleared or removed as herelabefore provided) caused by Grantoe in the course of constructing, rebuilding or repairing said lines shall be borne by Grantoe.  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 serected 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 uccept. Grantee's check in the sum of Four Hundred Fiftyoo/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 berein 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 lawford the word "Grantor shall include Grantor's(s') heirs, executors the sum of partially owned subsidiaries.  IN WITNESS WHEREOF, Grantors have duly executed this indenture the 29th day of April 1 19.65.  Recorded 5/14/65 2 P. M.  (SEAL)
T	lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.  PHOVIDED, however, any distings to the property of Crantor(s) (other than to property eleared or removed as herelabefore provided caused by Grantoe in the course of constructing, rebuilding or repairing said lines shall be borne by Grantoe.  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 served 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 Fiftyoo/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 berein 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 necessors 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, esecutors, administrators, successors and assigns, as the case may be.  The word "Grantor shall include Grantoe'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 1 19.65

Formally appeares selection

COUNTY OF COLLETON

She saw the within named Charlie W.

Bonnett sign, seel and as him she at and Deed, deliver the within written instrument and that he with Shealy G. Pendarvis with seed the execution thereof the unit of before me this

29 day of April A.D. 1965 Josephine Y. Benchett

Shealy G. Bendarvis (1.5.)

, THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

	_ '
I, Shealy G. Pendarvis	, a Notary Public for S.
do horoby certify unto all whom it may concern,	that Mrs. Josephine Y.
Bennett the wife of the within-named Cl	harlie W. Bennett
did this day appear before me, and upon being pr	rivately and separately ex-
amined by me did declare that she does freely, w	voluntarily and without any
compulsion, dread or fear of any person or person	ons whomsoever, renounce, a
release and forever relinquish unto the within-	named S. C. Electric & Gas
Company, its Heirs and Assigns, all h	nor 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	Apr11 , A. D. 1965
'Shoaly G. Pendarvis - seal affi(seal)	Josephine Y. Bennett
Notary Public for South Carolina	

County of Colleton	•	
KNOW ALL MEN BY THESE PRESENTS that I (We)_	Charlto W. Bennett	
Highway 217, Smoaks, S	outh Carolina	
of the county and state aforesaid, hereinafter sometimes referred (\$1.00) to me (us) in hand paid, receipt of which is hereby acknowers bargain, grant and convey to the South Carolina Electric	owledged at and before the signing and	d sealing of these present
office in Columbia, South Carolina, a right of way, over such ro	ute as Grantee had selected, having a	width of
THIRTY (-30-').	feet, upon, over, under and across lands	of Grantor(x) situated in
County of Calleron State of	South Caroline, bounded as follows:	
Northerly by lands ofSouth Carolina Hwy #212		
Susterly by lands of J. P. Strickland Estate		
Southerly by lands of Grantor et al		
Padant		and the second s
Westerly by leads of Padgett		
Said tract contains 77 acres, more o	r less, and being the same	e land dooded to
Grantor by Lilie Bell Bennett Estate by de-	ed dated Feb. 25, 1932 Ri	ight of way enter
Grantor's land from the land of J. P. Strie	ckland Estate thence exter	nding across
Grantor's land in a westerly direction to	the land of V. Padgett.	<u></u>
Right of way to be as shown on Dwg.	of South Carolina Electric	& Cas Company
No. CP-10300, February 8, 1965		in a committee of Tapana, and a state of Tapana
ogether with the right to construct, maintain, operate, replace and listribution of electric energy, consisting of supporting structures, or communication wires, guys, push braces and other accessory appear well as the right to install, maintain and use anchors and guy wire light to construct, maintain, operate, replace and after thereon and to that it will not interfere with the ordinary cultivation of said larkin of gas, oil, petroleum products or any other liquids, guses or at Together also with the right from time to time to redesign, use and equipment as Grantee may at any time deem necessary, and Together also with the right from time to time to remove c bistructions, upon said right of way and such trees beyond the samnes or apputrenances when erected, and the right of entry upon Garovided! caused by Grantee in the course of constructing, rebuild. Reserving, however, any damage to the property of Grantwild caused by Grantee in the rourse of constructing, rebuild. Reserving, however, to Granturs the right to cultivate the grantill not interfere with or obstruct the right sherein granted, and printlin the width of said right of way.  And it is a condition of this grant that the Grantee shall tend of this agreement. If the said sum is not paid or tendered withall, without further act by the parties hereto, cease and determin on hereunder.  TO HAVE AND TO HOLD the aforesaid rights by the Grant of the Grantee's all include Grantee's is becomed assign to the word "Grantee" shall include Grantee's successors and assign to the word "Grantee" shall include Grantee's successors and assign to the word "Grantee's shall include Grantee's because the same or any	verhead and underground conductors a state and equipment deemed by Grantes on lands adjacent to the right of way thereainder a line or lines of pipes, all pind, with valves, drovers and appurenan instances which can be transported throught or alter said lines and to install a the right to remove any line or any process in the judgment of Grantes may be reacted as in the judgment of Grantes may be reacted; said lands for all of the purpose intor(s) (other than to property cleared ingorner provided further than to property cleared or and Granter than to building or other than the property of the round within the limits of said right of rounder, and Granter(s) shall accept, Granter, and Granter(s) shall accept, Granter, its successors and assigns, as afferd the above granted rights again this part thereof.	and lightning protective we to be necessary therefore ye herein granted; and also per to be buried to such data facilities for the transpugh a pipe line.  Such additional lines, appart thereof, larbrush, structures and orterfero with or condanger as aforesaid, as a borstobe by Grantee.  Way, provided that such ser structure shall be ere rather's obeck in the summer year from and privileges herein granted of the providence of the providence of the summer year from any further of processid, asself or his heirs and against a steel or his heirs and against, as the case may idilatrice.
IN WITNESS WHEREOF, Grantors have duly executed th	us moresture the 420.11 day of .	
	Charlie w/	Commett 15
Market Co.		4 4/97
PITNESS:	orded May 14,1965 2	P. M.
MINESS: Rec	orded May 14,1965 2	P. M. (SE
IN WITNESS WHEREOF, Grantors have duly executed the WITNESS:  Reco	orded May 14,1965 2	P. M. (SE



COUNTY OF COLLETON	fersonalia appeared before the Josephine Y. Bennett
and made outb that Bhesaw th	e within named Charlie W.
	sign, scal and as his
ect and Deed, deliver the within a	erliten instrument and that be with
Iworn to before me this	
29 may of April 1	9 65 Josephine Y. Rannett
Shealy G. Pendarvis	- seal affixed
Nesery Public for S. C.	

THE STATE OF BOTTH CAROLINA COURTY OF COLLEGION

I. Shealy 6 Penddryis 6 to the content that hat Josephine Y. Bennett the wife of the within mend Charlie W. Bennett the wife of the within mend Charlie W. Bennett the wife of the within mend Charlie W. Bennett the configuration of the within mend to privately and separately exclusion to did chalary that the deep facely, voluntarily and without any exception and divide, or four of my portion or persons, therefore, renounce, relumns and forever reliminate unto the within word S. C. Electric & Gas Co. Heiro and Action, all her theoret and extend, and have her right and chair of dotter, of, in or to all and alignian the premises within mattened and release.

ON: Mandor my Hand and nool thin 29th day of April A. D., 1955

Josephine Y. Bennett

Shealy G. Pendarvis - seal affixed (61.21)

2	The second section of the second seco
}} /	
ğ	hate of South Caroling.
3	Colleton
A	•
i i	KNOW ALL MEN BY THESE PRESENTS that I (We) H. Bailey
ÿ.	Highway 61, Canadya, Suuth Carolina
Š	
À	of the county and state aforestid, hereinafter cometimes referred to as Grantor(s), for and in consideration of the num of One Dollai (\$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
4	office in Columbia, South Carolina, a right of way, over such route as Crantoe had selected, having a width of
3	SEVENTY ( *70-) feet, upon, over, under and across lands of Crantor(s) situated in the
	County of Colleton State of South Caroline, bounded as follows:
	Northerly by lands of atlantic Const Line Railroad
S.	•
	Easterly by lands of C. A. Bailey et al
4	Southerly by lands of Grantor et al
2	Wasterly by lands of
ij	
3	Said truct contains 150 acres, more or less, and being the same land deeded
Ş.	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
1	land in a westerly direction to the land of J. P. Bailey
1	
1	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, guyz, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, a 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 after 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 appurtaenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.
1	Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, appears this 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 othe obstructions, upon said right of way and such trees beyond the same as in the judgment of Crantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Cranter's said lands for all of the purposes aforesaid.
ž.	PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefor provided) caused by Granton in the course of constructing, rebuilding or repairing said lines shall be borne by Granton.
4	Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such us shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be sracted
Į.	within the width of said right of way.
	One West
	One Hundred Seventy-five00/100 Dollars (\$ 175.00 ) within One Year . from the date of this agreement. If the said sum is not naid or tendered within the time specified, the rights and privileges herein granter
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	One Hundred Seventy-five00/100 Dollars (a 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 hersin granted shall, without further act by the parties hersin, cease and determine and thereupon Grantee shall be relieved from any further obligation herrunder.  TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.  And the Granter(s) agree(s) to warrant and forever defend the above granted rights against himself or his helm and against other person lawfully claiming or to claim the same or any purt thereof.
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	One Hundred Seventy-five00/100 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 hersin granted shall, without further act by the parties hersin, cease and determine and thereupon Grantee shall be relieved from any further obligation herrunder.  TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.  And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against other person lawfully claiming or to claim the same or any purt thereof.  The word "Grantee(s)" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.  IN WITNESS WHEREOF, Granters have duly executed this indenture the observed was above grantees. April 29.19
	One Hundred Seventy-five00/100 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 beesin granted shall without further act by the parties hersto, 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 agains any other person lawfully claiming or to claim the same or any part thereof.  The word "Grantee(s)" shall include Grantee's successors and assigns, as the case may be word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.  IN WITNESS WHEREOF, Grantees have duly executed this indenture therefore the structure of the principles of the same
	One Hundred Seventy-five00/100 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 beesin 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 agains any other person lawfully claiming or to claim the same or any part thereof.  The word "Grantor(s)" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.  IN WITNESS WHEREOF, Grantors have duly executed this indenture the observed constitute and the same of
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MALE OF SOUTH CAROLINA	fersunzin appeared before the
COUNTY OF COLLETON	Edith F. Bailey
and made only that She saw i	the within namedsign, seal and ash1s
ect and Deed, deriver the within	written instrument and that he with 18 with 18 with 18 with 18
29th day of April A.D.	195 Edith P. Balley
Shealy G. Pendarvis	-seal affixed
Notery Public for 5, 6	<b>C.</b>

THE STATE OF SOUTH CAROLINA COUNTY OF COLLECTOR

Shealy G. Pendarvis - seal affixed (SHAL)

とのでき

County of Colleton				
KNOW ALL MEN BY	THESE PRESENTS that I (We)	I. W. Goodetn		
		Smooks, South	Carolina	
			en e	
(\$1.00) to me (us) in hand	esid, hereinafter sometimes referred to as Coald, receipt of which is hereby acknowledgewey to the South Carolina Electric & Gas	ed at and before the sig	ning and sealing of these	present
office in Columbia, South Ca	rolina, a right of way, over such route as	Granton had selected, he	ving a width of	
<u>Thle</u>	t <u>y (</u> 30 ) loot u	on, over, under and acr	ou lands of Grantor(s) sit	usted I
County of Col	leton State of South	Carolina, bounded as :	(ollows:	
Northerly by lands of			<u>-</u>	
Easterly by lands of	W. B. Kinsey	<u> </u>		
Southerly by lands of	Smith Estate	· · · ·		
	W. B. Kinsey			-
Westerly by leads of			land da-d	
•	contains 59 acres, more or le			
Grantor by W. D. Ki	nsey by deed dated November 7	, 1936. Right (	of way entors Gra	ntor
land from the land	of it O. Placeus themas auton	4 0	or's land in a we	ster
1010 11011 110	of W. B. Kinsey; thence exten	ds across Grant		
direction to the la	id of W. B. Kinsey, Right of			$\overline{}$
direction to the la	id of W. B. Kinsey. Right of	way to be as s	nown on drawing o	f So
direction to the la	Gas Company No. CP-10300. Fo	way to be as si bruary 8, 1965.	nown on drawing o	f Sou
Carolina Electric &  Communication wies, guys, p well as the right to install, m right to construct, maintain, o so that it will not interfere w then of gas, oil, petroleum pee  Together also with the tus and equipment as Grantee  Together also with the constructions, upon said right obstructions upon said right lines or appurtenances when e  PROVIDED, however, provided) caused by Grantee  Reserving, however, to shall not interfere with or obs within the width of said right And it is a condition of  Four Hundred —  date of this agreement. If the shall, without further act by tion hereunder.  TO HAVE AND TO  And the Grantor(s) a  any other person lawfully cla  The word "Grantor(s)	struct, maintain, operate, replace and after teconsisting of supporting structures, overhead sintain and use anchors and guy wires un learnet, replace and other accessory apparatus an aintain and use anchors and guy wires un learnet, replace and after thereon and theraus the ordinary cultivation of said land, with the ordinary of time to remove or clear of way and such trees beyond the same as in rected, and the right of entiry upon Grantor any damage to the property of Grantor (a in the course of constructing, rebuilding or Grantors the rights herein granted, and provided of way.  If this grant that the Grantoe shall tender, ——00/100 ——Dollars (a said sum is not paid or tendered within the parties hereto, crase and determine and GOLD the aforesaid rights by the Grantee, gree(a) to warrant and forever defend the liming or to claim the same or any part if shall include Grantor's(s) heirs, executor shall include Grantor's(s) heirs, executor	bruary 8, 1965, bruary 8, 1965, bewary 8, 1965	nown on drawing of the tractors and lightning prot Grantee to be necessary of the tractors and lightning prot of the tractors and lightning prot of way herein granted; us, all pipe to be buried to purtenant facilities, for the ted through a pipe line, or install such additional lor any part thereof.  The tractor of the	insimisation therefore therefore and about the such of transport the such of transport the such of the
carolina flectric section and the right in cur distribution of electric energy, communication wires, guys, pwell us the right to instell, mirght to construct, maintain, o so that it will not interfere without of gas, oil, petroleum, per Together also with the tus and equipment as Grantee PROVIDED, however, to the constructions, upon said right elines or appurtenances when e PROVIDED, however, to the constructions, upon said right of lines or appurtenances whone Reserving, however, to that not interfere with or obsetthin the width of said right And it is a condition of Pour Hundred —date of this agreement. If the shall, without further act by tion hereunder.  TO HAVE AND TO And the Grantor(s) a say other person lawfully cit. The word "Grantee" all in	struct, maintain, operate, replace and alter to consisting of supporting structures, overhead ash bases and other accessory apparatus an aintain and use anchors and guy wires unliberate, replace and alter thereon and thereauth the ordinary cultivation of said land, wit ducts or any other liquids, gases or substanding the from time to time to remove or clear flags from time to time to remove or clear flags from time to time to remove or clear flags from time to time to remove or clear flags from time to time to remove or clear flags from time to time to remove or clear flags from time to time to remove or clear flags from time to time to remove or clear flags from time to time to remove or clear flags from the course of constructing, rebuilding or Grantors the right to cultivate the ground fract the rights herein granted, and provided of way.  I this grant that the Grantee shall tender, a said sum to not paid or tendered within the parties hereto, crase and determine and fOLD the aforesaid rights by the Grantee, proc(a) to warrant and forever defend the iming or to cleim the same or any purt the shall include Grantee's successors and assigns and EDF Granter's have duly executed this inde	beway to be as 51 bruary 8, 1965, beway 8, 1965, beway 8, 1965, beway 8, 1965, and underground cond dequipment decemed by ands adjacent to the righ sider a line or lines of pig a valves, tleovers and ap- it or alter said lines and ght to remove any line of and keep clear such to the judgment of Grante said lands for sill of the ) (other than to proper repairing said lines shall within the limits of said further that no buildir and Grantor(s) shall no s. 400,00 ) w be time specified, the thereupon Grantoe shall its successors and assign above granted rights ag alove granted rights ag alove granted rights ag alove granted rights ag alove partially ow nature the 15th	nown on drawing of the tructors and lightning prot of cantre to be necessary to of way herein granted; es, all pipe to be buried to purtenant facilities, for the tot through a pipe line, to install such additional lor any part thereof, ess, underbrush, structure of may interfere with or e purposes aforesaid, or cleared or removed as be borne by Grantee, right of way, provided tig or other structure shall copt, Grantee's chock to thin. One year rights and privileges he be relieved from any further thinself or his heirs ors and assigns, as the coned subsidiarier, day of April	if South installation of the south of the so
carolina flectric section and the right in cur distribution of electric energy, communication wires, guys, pwell us the right to instell, mirght to construct, maintain, o so that it will not interfere without of gas, oil, petroleum, per Together also with the tus and equipment as Grantee PROVIDED, however, to the constructions, upon said right elines or appurtenances when e PROVIDED, however, to the constructions, upon said right of lines or appurtenances whone Reserving, however, to that not interfere with or obsetthin the width of said right And it is a condition of Pour Hundred —date of this agreement. If the shall, without further act by tion hereunder.  TO HAVE AND TO And the Grantor(s) a say other person lawfully cit. The word "Grantee" all in	struct, maintain, operate, replace and alter to consisting of supporting structures, overhead ash bases and other accessory apparatus an aintain and use anchors and guy wires unliberate, replace and alter thereon and thereauth the ordinary cultivation of said land, wit ducts or any other liquids, gases or substanding the from time to time to remove or clear flags from time to time to remove or clear flags from time to time to remove or clear flags from time to time to remove or clear flags from time to time to remove or clear flags from time to time to remove or clear flags from time to time to remove or clear flags from time to time to remove or clear flags from time to time to remove or clear flags from the course of constructing, rebuilding or Grantors the right to cultivate the ground fract the rights herein granted, and provided of way.  I this grant that the Grantee shall tender, a said sum to not paid or tendered within the parties hereto, crase and determine and fOLD the aforesaid rights by the Grantee, proc(a) to warrant and forever defend the iming or to cleim the same or any purt the shall include Grantee's successors and assigns and EDF Granter's have duly executed this inde	beway to be as 51 bruary 8, 1965, beway 8, 1965, beway 8, 1965, beway 8, 1965, and underground cond dequipment decemed by ands adjacent to the righ sider a line or lines of pig a valves, tleovers and ap- it or alter said lines and ght to remove any line of and keep clear such to the judgment of Grante said lands for sill of the ) (other than to proper repairing said lines shall within the limits of said further that no buildir and Grantor(s) shall no s. 400,00 ) w be time specified, the thereupon Grantoe shall its successors and assign above granted rights ag alove granted rights ag alove granted rights ag alove granted rights ag alove partially ow nature the 15th	nown on drawing of the tructors and lightning prot of cantre to be necessary to of way herein granted; es, all pipe to be buried to purtenant facilities, for the tot through a pipe line, to install such additional lor any part thereof, ess, underbrush, structure of may interfere with or e purposes aforesaid, or cleared or removed as be borne by Grantee, right of way, provided tig or other structure shall copt, Grantee's chock to thin. One year rights and privileges he be relieved from any further thinself or his heirs ors and assigns, as the coned subsidiarier, day of April	if South installation of the south of the so
Carolina Electric &  Communication wires, guys, p  well us the right to instell, m  right to construct, meintain, o  so that it will not interfere w  tion of gas, oil, petroleum per  Together also with the  tus and equipment as Grantee  Together also with the  tus and equipment as Grantee  PROVIDED, however,  provided) caused by Crantee  Reserving, however, to  shall not interfere weth or obe  within the width of said right  And it is a condition of  Four Hundred  date of this agreement. If the  shall, without further act by  tion hereunder.  TO HAVE AND TO  And the Grantor(s) a  any other person lawfully cla  The word "Grantor(s)  The word "Grantor(s)	struct, maintain, operate, replace and alter to consisting of supporting structures, overhead ash bases and other accessory apparatus and aintain and use anchors and guy wires understate, replace and alter thereon and thereat the ordinary cultivation of said land, with ducts or any other liquids, gases or substance right from time to time to remove or clear of way and such trees beyond the same as freeted, and the right of entry upon Grantors any damage to the property of Crantors any damage to the property of Crantors and the course of constructing, rebuilding or Grantors the right to cultivate the ground cract the right and the right of entry upon Grantors and the right of contracting, rebuilding or Grantors the right to cultivate the ground cract the rights herein granted, and provided of way.  4 this grant that the Granton shall tender, ——00/100 ——Doltars (a said sum is not paid or tendered within the parties hereto, crase and determine and total to the aforesail rights by the Grantee, proc(s) to warrant and forever defend the inding or to claim the same or any put the shall include Grantor's successors and assigns and EOF, Grantors have duly executed this indeed.	beway to be as 51 bruary 8, 1965, beway 8, 1965, beway 8, 1965, beway 8, 1965, and underground cond dequipment decemed by ands adjacent to the righ sider a line or lines of pig a valves, tleovers and ap- it or alter said lines and ght to remove any line of and keep clear such to the judgment of Grante said lands for sill of the ) (other than to proper repairing said lines shall within the limits of said further that no buildir and Grantor(s) shall no s. 400,00 ) w be time specified, the thereupon Grantoe shall its successors and assign above granted rights ag alove granted rights ag alove granted rights ag alove granted rights ag alove partially ow nature the 15th	nown on drawing of the tructors and lightning prot of cantre to be necessary to of way herein granted; es, all pipe to be buried to purtenant facilities, for the tot through a pipe line, to install such additional lor any part thereof, ess, underbrush, structure of may interfere with or e purposes aforesaid, or cleared or removed as be borne by Grantee, right of way, provided tig or other structure shall copt, Grantee's chock to thin. One year rights and privileges he be relieved from any further thinself or his heirs ors and assigns, as the coned subsidiarier, day of April	if South installation of the south of the so
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COUNTY OF COLLETON	Gladys S. Goodwin
and made outh that Shesaw I. W. Goodwin	the within named
Shealy G. Pendary1s lworn to before me this  15this of April	written instrument and that he with witnessed the execution therent as 65 Gladys S. Goodwin
Shoaly G. Pendarvit	- seal affixed

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. Gladys S. Goodwin the wife of the within-newed 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, whomseever, renounce, release and forever relinquish unto the within-nemed South Carolina Electric & Gas Co. Heire 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.

OIV. Nunder my Rand and soal this
15th day of April A. D., 1965

Gladys S. Goodwin

Shealy G. Pendarvis - Seal affixed (ShAL)

tate of South Carolina,	
Colleton	
KNOW ALL MEN BY THESE PRESENTS IN	Caussio B. Turner and
	Lloyd Turner
Highway 235, Canadys,	South Carolina
1.00) to me (us) in hand paid, receipt of which is	nes referred to as Crantor(s), for and in consideration of the mim of One Dolla hereby acknowledged at and before the signing and sealing of these presents, of lina Electric & Gas Company, a South Carolina Corporation having its principe
	over such route as Grantee had selected, having a width of
	(-70- ) feet, upon, over, under and across lands of Grantor(s) situated in th
usty of Colleton	State of South Carolina, bounded as follows:
etherly by lands of L. B. Bailey c	t al
storly by lands of South Carolina	Highway 235
utberly by lands of Strickland	
essaily by lands of Bessie Hiott e	t al
Said tract contains 78 acre	s, more or less, and being the same land decded
	deeds dated June 23/ 1938 Right-of-way enters.
	J. C. Carter and J. P. Bailey thence extending
across Grantor,'s land in a wester	rly direction to the land of Bessie Hiott, Gamman
XXXXXXX Right-of-way to be as she	own on Dwg. of South Carolina Electric & Gas Company
#CP-10,300, February 8, 1965	<u> </u>
Il as the right to install, maintain and use anchors a ht to construct, maintain, operate, replace and alter t hat it will not interfere with the ordinary cultivation of gas, oil, petroleum products or any other liquidi Together also with the right from time to time and squipment as Grantes may at any time deem n Together also with the right from time to time structions, upon said right of way and such trees bey er or appurtenances when erected, and the right of er PROVIDED, however, any damage in the pro- wided) caused by Grantee in the course of construct Reserving, however, to Granters the right to cul- ill not interfere with or obstruct the rights herein gra- thin the width of said right of way.	essory apparatus and equipment deemed by Grantee to be necessary therefor, and gny wires on lands adjacent to the right of way herein granted; and also if thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth of said land, with valves, tiesvers and appartenant facilities, for the transportes, guers or substances which can be transported through a pipe line, to redesign, rebuild or after said lines and to install such additional lines, apparasessary, and the right to remove any line or any part thereof, to remove or clear and keep clear such tross, underlyinh, structures and otheyond the same as in the judgment of Grantee may interfere with or endanger said ntry upon Grantor's said lands for all of the purposes aforesaid, perty of Grantor(s) (other than to property cleared or removed as hereinbeforething, rebuilding or repairing said lines shall be lorne by Gjantee.  Itivate the ground within the limits of said right of way, provided that such an anted, and provided further that no building or other structure shall be erected.
	antee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Dollars (\$ 530.00 ) within One Year from the
e of this agreement. If the said sum is not paid or ill, willout further act by the parties hereto, cease as a hereunder.	r tendered within the time specified, the rights and privileges herein grante and determine and thereupon Granton shall be relieved from any further obliga-
And the Crantor(s) agree(s) to warrant and f	ts by the Crantee, its successors and assigns, as aforesaid.  forever defend the above granted rights against himself or his hetra and against
other person lawfully laiming or to claim the so The word "Grantor(a)" shall include Grantor's	(s') heirs, executors, administrators, successors and assigns, as the case may be
a word "Grantee" shall include Grantee's successord in WITNESS WHEREOF, Grantees have duly	er and essigns and its wholly or partially owned subsidiaries.  • executed this indenture the
	Cammie B. Querry 1884
TNESS:	Show your
Shealy & Rindows	(SEAL
Shealy I. Rendown	Cammie B. Turner (SEAL
	Lloyd Turner (SEAL
Renord	led 5/14/65 2 P. M. (SEAL

2.88

and inside each that he saw the within usined Cammie B. Turner and Lloyd Turner sign, seal and as their strand Deed, deliver the within written instrument and that he with Shealy G. Pendarvis witnessed the execution thereof sworn to before use this

26 day of March A.D. 19 65 W. E. Fender, Sr. Shealy G. Pendarvis - Beal affixed

Notary Public for 1 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. Cammic B. Turner
the wife of the within-named

Lloyd Turner

did third
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, whomseever, 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.

Olymburder my Hand and scal this 20thday of March A. D., 1965

Cammic B. Turner

Shealy G. Pendarvis - seal affixed (SEAL)
Notary Public for South Carolina

	State of South Carolina,
U	County of Colleton
	KNOW ALL MEN BY THESE PRESENTS that I (1964) I. P. Balloy.
	Highway 235, Canadys, South Carolina
	of the county and state aforesaid, hereinafter sometimes referred to as Granter(s), for and in consideration of the sum of One Dalla (\$1.00) to me (us) in hand paid, receipt of which is bereby 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 Grantur(s) situated in the
	County of COLISION State of South Carolina, bounded as follows:
	Northerly by Linds of South Carolina Highway 235
	Easterly by lands of N. U. Bailey
	Southerly by lands of Grantor et al
	Westerly by lands of J. C. Carter
	Said tract contains 13 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. Ballay thence extending across Grantor's
n	land in a westerly direction to the land of L.B. Bailey and L. M. Turners CONCY
18	#XXXXXXXRight-of-way to be as shown on Dwg. of South Carolina Electric & Gas Company;  # CP-10,300, February 8, 1965
•	# CP-10, 300, February 8, 1965
	together with the right to construct, maintain, operate, replace and after thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and undergound conductors and lightning protective wires, communication wires, gurs, push bursers and other accessory apparatus and equipment deepned by Gaintee to be necessary therefor, as well as the right to install, maintain and use anchors and guy where on lands adjacent to the right of way berein granted; and also the right to construct, maintain, operate, replace and after thereon and thereunder a line or lines of pipes, all pipe to be butted to such depth so that it will not interfers with the ordinary cultivation of said land, with valves, theorems and apportionant facilities, for the transported to ordinary cultivation of said land, with valves, theorems and apportion appearant to ordinary cultivation of said land, with valves, theorems and apported through a pipe line.  Together also with the right from time to time to redesign, rebuild or after said lines and to install such additional lines, apparatus and equipment as Grantee may at any time drem necessary, and the right to remove sup line or any part thereof.  Together also with the right from time to time to remove or clear and keep clear such trees, inderhush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interieve with or endanger said lines or appurtenances whon erected, and the right of entry upon Granter'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 Granton shall tender, and Granton(s) shall accept, Granton's there is 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 beroin granted shall, without further act by the parties hereto, crase and determine and thereupon Grantee shall be relieved from any further obliga-
	tion hereunder.  TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its necessors and assigns, as aforesaid.  And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his helps 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 "Granton" shall include Granton'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.
<u> </u>	WITNESS: J. P. Bailey (SEAL)
I	Rite H. Bailey (SEAL)
	Rite H. Bailey (SEAL)
(4)	(SEAL)
	Recorded 5/14/65 2 P. M. (SEAL)
	(SEAL)
	EARL BALL BALL

	. CARULINA	$\mathbf{r}^{f_{ij}}$	Personally appeared before mail
• `	COLLETON	}	Rita H. Bailey
and mad	e outh that Bhe saw	the wic	hin named
J. P. 1	Bailey		sign, scal and as his
ect and Sheal;	Deed, deliver the within y G. Pendarvis		n instrument and that he with - witnessed the execution thereof
PAOLD (	ociore me ibis		
			Rita H. Bailey
Sheal	y G. Pendarvis	<b>-</b> 5	cal affixed
	Morary Public for 5, 6	τ. 🗀	

THE STATE OF SOUTH CAROLINA COUNTY OF COLLETON

I, Shealy G. Pendarvis

A Notary Public for S. C. do
herby cortify unto all whom it may concern that Mrs. Rita H. Bailey
the wife of the within-named

J. P. Bailey
day appear before me, and upon being privately and separately examined by
me did doclare that she does freely, voluntarily and without any compulsion
dread, or fear of any person or persons, whomseever, 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 ta all and singular the premises within mentioned and released.

OIVENunder my Hand and seal this
30th day of March A. D.,1965

Rita H. Bailey

Shealy C. Pendarvis-Seal affixed (ShAL)
Notary Public for South Carolina

Colleton )	<u>.</u>
KNOW ALL MEN BY THESE PRESENTS IN	er 1 Marco J. P. Balloy
March 30, 1965	Highway 235, Canadys, South Carolina
(\$1.00) to me (us) in hand paid, receipt of which is	nee referred to as Grantur(s), for and in consideration of the sum of One I hereby acknowledged at and before the signing and sealing of these presen- lina Electric & Gas Company, a South Carolina Corporation having its prin-
	over such route as Grantee had selected, having a width of
Seventy	(-70- ) feet, upon, over, under and across lands of Grantor(s) situated (
County of Callatun	, State of South Carolina, bounded as follows:
Northerly by lands ut. South Carolina	Highway 235
Easterly by lands ofN_ N. H. Bot Lety_	
Southerly by lands of Grantor et al	<u>*</u>
I C Contain	
	ros more or loss and below the same land decided
,	ces, more or less, and being the same land decded
	orde dated Nov. 9 1947 Right of May enters
in the contract distribution,	
land in a westerly direction to	the land of L.B. Batley and L. W. Turner EKKIKY
#CP-10,300, February 8, 1965	nown on Dwg of South Carolina Electric & Gas. Comp
distribution of electric energy, bundeting of supporting communication wires, "goy, push braces and other ac- well as the right to install, maintain and use anchors right to construct, maintain, operate, replace and after so that it will not interfere with the ordinary cultivati- tion of gas, oil, petroleum products or any other liquid Together also with the right from time to time	structures, or eithead and underground conductors and lightning protectives every apparature and equipment decoded by Grantee to be necessary those and gay where in lands adjust at in the right of way become grantee, and also thereon and thereunder a line or lines of topes, all pipe to be buried to such on of said land, with volves, tierceers and apparteen at facilities, for the transplance or substance which can be transparted though a pipe line, to redesign, rebuild or after and lines and to install such additional lines, appreciating, and the right to remove any line or any part thereof.
Together also with the right from time to time obstructions, upon said right of way and such trees be lines or appurtenances when eracted, and the right of e.  PROVIDED, however, any damage to the pro-	to remove or clear and keep clear such trees, underbrush, structures and youd the same as in the judgment of Grantee may interfere with or eschanger entry upon Grantee's said tands for all of the purposes aforesaid, operty of Grantee(s) (other than to property cleared or removed as herefal acting, rebuilding or repairing said lines shall be burne by Grantee.
Reverving, however, to Grantors the right to cu shall not interfere with or obstruct the rights herein gra within the width of said right of way.	altivate the ground within the limits of said right of way, provided that such anted, and provided further that no building or other structure shall be examined shall tender, and Grantor(s) shall accept, Grantee's check in the said
One Hundred Thirteen00/ date of this agreement. If the said sum is not paid or shall, without further act by the parties hereto, cease	100 Dallars (\$ 113.00 ) within One Year from from tradered within the time specified, the rights and privileges berein grand determine and thereupon Grantee shall be relieved from any further of
And the Counter(s) agree(s) to warrant and any other person lawfully claiming or to claim the s	
The word "Grantee" shall include Grantee's successor	(s') helm, executors, administrators, successers and assigns, as the case my rs and assigns and its wholly or partially owned subsidiaries, y executed this indenture the
	J. P. Bailoy (SI
WITNESS:  R + H R = Lu:	(SE
VIIIA (1) 13 CA	. (SI
Thomas a line Da -	
Rita H. Bailey Sticker	Recorded 5/14/65 2 P. M. (SI

. CAROLINA	Personally appeared before the
. COLLETON	Rita H. Bailey
and made outh that Bhe saw the	within named
J. P. Balley	sign, scal and ash 18
and Deed, deliver the within we	itten instrument and that he was
Shealy G. Pendarvia	witnessed the execution thereof
swarn to before me this	
30thay of March A.D. 19	
Shealy G. Pendarule -	boxilla,z <u>üpon</u>
Hetary Public for S. G.	

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 ta 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. Pendaivis - seal affixed (SEAL)
Notary Public for South Carolina

RESTRICTIVE COVENANTS GOVERNING AND CONTROLLING BLOCK C OF THE HORSESHOR RIVER CRESCENT, A SUBDIVIDED POSITION OF BORNIE DOORS PLANTATION ON RORSESHOE RIVER IN THE COURTY 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 from 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-Right (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).

- l. 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 hairs 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 of 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 patic, 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 (rescent.
- 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°) Fost to any side lot line, the side line restriction shall not apply to a garage on the rear corner of a lot or a hoat 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 annoy ance or nulsance to the neighborhood...

DEEDS

8. No tent, shack, garage, barn or other outbuildings on any of the numbered lots berein 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 lets front on the canal and the utility easement reserved is on the street side.

10. We 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 WITHESS WHEREAT, Bonnie Doone, Inc., has caused these presents to be executed and sealed this 15 day of \_\_\_\_\_\_A. D., 1965.

SIGHED, SEALED AND DELIVERED IN THE PRESENCE OF:

BONNIE DOOME, INC.,

(L.S.)

is any hell E. Justino

Home S. Mily

Proglant

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DEEDS かられる かないとからしていないなる ちからはあるからいのかないないのはないないないないないないないないないないない STATE OF SOUTH CAROLINA COUNTY OF COLLETON

PERSONALLY appeared before me Many Nell G. Junkows and made oath that he saw the within-named L. G. 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.

Mores Mill E. Jackeni

Notary Public for South Caralina.

My Commission expires at the Pleasure of the Governor.

DEEDS

295 PT

STATE OF SOUTH CAROLINA

LEASE

THIS AGREEMENT made the day of May 1965, Witnesseth that E.B. Funderburk, hereinafter referred to as the Lessor, does hereby lesse 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 Walter-horo 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. Hennett; on the South also by property of Dr. E. B. Finderburk. 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 Hestaurant are located are to be covered by this agreement.

May 1965 to the 14th day of May 1968, with the Lessee having the option to renew the said Lesse for Two (2) additional Five (5), year terms, provided he informs the Lesser of his intention to renew at least Thirty (30) days prior to the expiration of each current term.

And the Lesses promises to pay for the rent of the said premises the sum of Four Bundred 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 tarm of this agreement. However, it is specifically agreed that the rental for the first Two (2) months, beginning May 15, 1865, to July 1865, will be at the rate of Two Hundred and No/100 (\$200.00) Dollars per month. Should the Lesses agree to exercise his option to renew the Lease for the first Pive (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 Lesses 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

SELTIN M. MINCARI WALTERSOON, D. C.

STATE OF SOUTH CAROLINA )

COUNTY OF COLLETON

PERSONALLY appeared before me Janie C. Hill and made outh that she saw the within named, E. B. Funderburk, Lossor, wigo 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

burore mo this 12 day of May 1985.

Janie C. Hill

Notary Public for South Carolina

STATE OF SOUTH CAROLINA COUNTY OF COLLETON

personally appeared before me Wilfred & Desilet and under onth that he saw the within named, Admer L. Gibson, Lessee, sign seal and as his act and Doed, deliver the within written Lease and that he with Amand J. Plato Ja. witnessed the execution thereof.

SWORN to and subsoribed

before me this day of May 1985.

Willrod B. Dosliet

Natury Public for South Carolina

Armand J. Plato, Jr.

RATTH M. KINAR

296A

•	COUNTY OF COLLETON Janie C. H111
E.	ind made eath that Sho saw the within named  B. Funderburk. Lessor
	Keith M. Kinard within written Case and that he win worn to before me this
	12 day of May A.U. 1965 Janie C. Hill'
	Kaith M. Kinard (L.S.)

COUNTY OF COLLETON

Bilfred E. Dosilet

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Admor L. Gibson, Lessee dan, sed and as his

est and Deed, deliver the within written converse and that he with

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day of May A.D. 155 Wilfred E. Dosilet

Appared J. Blato, Jr. - Soal affixed

Notary Public for S C

	usen incorded No. \$1889
County of Colleton	Borrow and Material Pit
Docket No. Route No.	8. 0. 66 Road No.
THIS AGREEMENT made and entered into this 20 day	of APF11 10 65 , by and between
reinafter called the lessor, owner of a certain tract of land of just Carolina, and the South Carolina State Highway Depart	
and expressed to be paid and performed by the Highway Department the right to remove, by itself, its emp	the rents, royalties, covenants and agreements hereinafter reserve partment, does by these presents, grant, let and demise unto the ployees or contractors to whom the work may be let. <b>BOFFOW</b> material pit, or pits, owned by the lessor to an average approximal situated on land owned by the lessor, described as follows:
Borrow pit located approximately 3000 1178/00 (Docket 15.1014) at Jeeksonic londs of William Drayton.	) fact left of nurvey station
Together with a temporary right of way for access to such pit follows:	or pits over a haul road or roads over the lands of the lessor, a
TO HAVE AND TO HOLD the said right to remove a	such material, from said pit or pits, and the right of access theret
executors, administrators, successors and assigns for such resolved executors, processors and resolved hunders are placed in the sum of two hunders, plus a reasonable amount for crop damage for any grown.	wing crops destroyed on lands from which material is excavate
or on lands used as a temporary right of way to transport men.  The above payments of rents and royalties to be accounted  Excuvation shall have been completely, or as follows:	<del></del>
excavation shall have been completed), or an ionowa:	Recorded thisA.D. 19
AND IT IS FURTHER AGREED THAT:	in BookPage
illi be sawed at its expense into merchantable lengths of not quested by the lessor. All such timber shall be reserved to the	ared, the pit area. Trees of timber value to be ant by the Departmen less than 4 feet and pited nearly on the property, if so desired an alessor. Trees that overhang the pit, or haul roads which are used a necessary to carry on the excessary to carry o
ill be sawed at its expense into merchantable lengths of not quested by the lessor. All such timber shall be reserved to the icess thereto, may be trimmed carefully and only as may be a perations therefrom.  2. Upon completion of the work of removing the pit mate	ared, the pit area. Trees of timber value to be set by the Departmen less than 4 feet and pited meanly on the property, if so desired an a lessor. Trees that overhang the pit, or haul roads which are used a necessary to carry on the exceptation within the pit area and haulin Clerk of Court, Colleton County, S. C. exists a follows:
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COUNTY OF COLLETON | Janio C. Hill

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cet and Deed, deliver the within written Lebbor |

keith M. Kinard | with red the execution thereween the wing to before me this

12 day of May | A.D. 1965 | Janio C. Hill |

Keith M. Kinard | (L.S.)

COUNTY OF COLLETON | Wilfred E. Desilet

and made outh that he saw the within named

Admer L. Gibson, Lessee | Sign. seel and as his |

act and beed, deliver the within written acceptance and that he with |

Admand J. Plato, Jr. | with, ed the execution therent |

iword to before me this |

— day of May A.U. 165 | Wilfred E. Desilet |

Amand J. Blato, Jr. | Sign. affixed |

Notary Public for S. C.

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

## NUMBER PIT PATERIAL

No \$38568

THE STATE OF SOUTH CAROLINA

PIT HAN BASH ESCHIDED

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County of Colleton

Borrow and Material Pit

Docket No.	Route No. U. O. 64	Road No.	
THIS AGREEMENT made and entered			65 by and between
*illiam proyton			by and between
ircinafter called the lessor, owner of a cert auth Carolina, and the South Carolina Stat		called the Highway D	County, State
WITNESSETH, That the lessor, for and and expressed to be paid and performed by said Highway Department the right to remove 1 to the control of the control o	the Highway Department, does by e, by itself, its employees or contract from a borrow or material nit, or nit	these presents, grant ars to whom the work a owned by the lesson	t, let and demise unto k may be let. BOFFOT
Borrow pit located approxi- 1178400 (booket 15.1914) a locate of tilliam Drayton.			
Together with a temporary right of way for follows:	access to such pit or pits over a had	il road or roads over	the lands of the lessor,
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until PFII 21, 1970 the said	right to remove such material, from	n said pit or pits, and	I the right of access ther
to be exceeded; rents and royalties in the stace; plus a reasonable amount for crop de or on lands used as a temporary right of way.  The above payments of rents and royaltic exceeding the state of temporary right of the above payments of rents and royaltic exceeding the state of temporary rents.	amage for any growing crops destroy to transport men, machinery or mate tes to be accounted for and made wit follows: Recorded this	red on lands from we risk to and from the thin 90 do	material pit and the roa ays from date hereof
AND IT IS FURTHER AGREED THAT:	day of in Book	A.D.	19
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ad up, the pit area in a reasonable manner; a second to to the drained.  3. Golleton 415(20-1) of the control o	o210,220  or payment of an agreed amount price made after material is excavated.	or to entering pit, we strike out words "fro	ords in brackets, above,

	ACREED that this As	reement shell be	binding upon my (our) st	icessors, heirs, assions,	executors or admi:
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Notary Public for					
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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 Lesses, 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 Petroleom Company, Inc., bereeby agrees to the terms of the increcorded Lease Agreement, dated. I September 1904, betwee Monroe Greyson as Leason and James Herbert Brown and Leon Bennett as Lessees, in se far as said lease does not conflict with Lease between Monroe theyson and ring rescoleum Company, Inc., and agrees for the occupancy of the premises by the said James Herbert Brown and Leon Bennett until October 31, 1968.

any safe of the premises under paragraph 8 of the accepted lease shall be made subject to the Lose Agr ement between Monroe Grayson and King Petroleum Commany, Inc.

Recorded 5/22/65 12 A. M.

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IT IS FURTHIR ACTEED that this Agreement shall be	binding upon my (our) successors, heirs, assigns, executors or admi
EN WITHESS WHIEDEOF the parties benefit have not their	r hands and seals the day and year first above written.
Witnesses as to Lessor:	r maints aint seass the tay and year that approx written.
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Level 11 Locale	/ Lessor.
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Notary Public for S. C.	<b>v</b>
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· ·	Mortgage Release
ounty of	
KNOW ALL MEN BY THESE PRESENTS, That I (we)	operation of my (our) mortgage the LEASE of Borrow and Materi
	erial, granted by the within Lease so that the lands affected there
hall be free and unaffected by said mortgage. Said mortgage ?	being given by
<u></u>	, recorded in Mortgage Book at Page in office of t
lerk of Court or RMC of	County.
	196
the presence of:	
the presence of:	
REC	ORDED
REC I hereby certify that the within lease was filed for record in	ORDED my office at M o'clock on the d
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- 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 oit, 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

Janeal Steltzer

KING PETROLEUM COMPANY, INC

Monroe Crayson

STATE OF SOUTH CAROLINA COUNTY OF COLLETON

PROBATE

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 day of May, 1965.

Janeal Steltzer

South Carolina

Recorded 5/22/65 12 A. M.

DEEDS 300 H

OF FEBRUAR

THIS AGREEMENT made this 6th day of May will 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 secknowledged, the parties hereto mutually agree as follows:

1. That Monroe Grayson hereby leases to

Ning Petroleum Company, Inc., and King Petroleum Company,
inc. hereby sub-leases to Monroe Grayson, the following
inscribed property, upon which is to be operated a service
station in the building now being used therefor, upon the
terms and conditions bereinsfter stated: SC Slamps \$1.

All that certain piece, purcel 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 years, to be too five (5) years, commencing on 10 May 1966 and rending on 9 May 1971.
- 3. That the soid King Petroleum Company, Inc. Shall pay for the lease of said premises the sum equal to the lease of said premises the sum equal to the land one-hall (13) cetes per gallon of gasoline delivered to the said Monroe Grayson, his agents and servants, by the least than Seventy-fire and 00/160 (\$75.00) Dollars per month, computed and payable on the 10th of each month, commencing

Recorded 5/22/65 12 A. M.

DEEDS

The 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 casoline 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 maid 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 sublease 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 Crayson, 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 purebased, 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 berein provided promptly when due the other party shall have the right to cancel the tease, unless such delinquent rental payment is paid within ten (10) days after written notice is given to the defaulting lossee of the other parties intention to cancel.
- H. 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-lesse 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:

KING PETROLEUM COMPANY, INC

Thomas M. Howell

recorded 5/22/65 12 A. M.

STATE OF SOUTH CAROLINA COUNTY OF COLLETON

PROBATE

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 left day of May, 1965.

Janeal Steltzer

Notary Public For South Carolina
Thomas M. Howell, Jr.

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

and devided concentrates absence appear and KNOW ALL MEN BY THESE PRESENTS that Lower State Gam 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 Ford Pick-Up Identification Humber F-25 98 5886 98 monthly rental of 1/2 , 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 seglof Low Incorporated, this 18 day of Vital

Witnessed by:

STATE OF SOUTH CAROLI!!

COUNTY OF COLLETON . Attance

Personally appeared before me total Blandisla and made outh that the 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 A. Resher witnessed the execution thereof.

Sworn to before me this

4 2 1

22 day of 206

Recended 5-22-65 11

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, doss hereby lease unto Constal Natural Gus Company, months from date, one E.250 for a period of John Mich. Ut. Identification Number 1-2596 2726 95, for a monthly rented of \_\_\_ to be paid on the first day of each month for the term of this contract. This lease shall be renewed autometically unless specified otherwise in writing thirty days before its expiration date. .

Witness the hond and segly of Lower State Gas Corporation, Incorporated, this 18 day of Withkill

Witnessed by:

STATE OF SOUTH CAROLIE'S

COUNTY OF COLLETON

Porsonally appeared before me\_ and made oath that she saw the within named E. O'Keeffe, Freeldent, and Sue Herndon, Secretary of Lower State Cas Corporation, sign, meal and as their set and deed deliver the within writhen leasn, and A Reconfirm witnessed the execution thereof.

Sworm to before me this

acousted 5-22-61

్ ీ: BTATE OP (SOUTH) CAROLL! ... 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 bereby lease unto Coastal Natural Gas Company, months from date, one 1965-10567 for a period of \_ Identification Number 1056 75-10.150 489 for a , 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 Xentune

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

Personally appeared before me \_ 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

Sworn to before me this

Recorded 5-22-61

STATE OF SOUTH CAROLINA

COUNTY OF COLLSTON

Corporation, Incorporated, in the State of South Carolina, for value received, does bereky lease unto Constal Entural Gaz Company, for a period of months from date, one 1962-1869 monthly rental of to be paid on the first

monthly rental of the form of this contract. This leave shall day of each month for the term of this contract. This leave shall to remewed sutconstically unless specified otherwise in writing thirty days before its expiration data.

Witness the hand end seal of Lower State Gas Corporation, Incorporated, this Ask day of Ask day.

Witnessed by:

Witnessed by:

By 6. 0 deetter trobldent

Attested by Sue Herndon, Secretary

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON S.

and made onth that he saw the within named Z. O Keerre, Fresident, and Bue Herndon, Secretary of Lower State Gas Corporation, Sign, Seal and as their and deed deliver the within written lease, and that he with Children without the within written lease, and that

Sworm to before me this

22 day or May 1/26

Notary Public of South Garolina

斯巴特别提出 的人名 多级工业时间

200 Later - 5-62

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FAIR CONTRACTOR OF THE PROPERTY OF THE PROPERT	
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State of South Caroling,	
<b>}</b> ■	To the should be where I have the
Toposty of Co.101.m	Sullatal Mandauck
NOW AND MEN BY THESE PRESENTS the E (WC)	
Route 2. S	moaks South Carolina
	<del></del>
of the county as I stare afterestid, hereinafter comotimes referred to a (\$1.00) for one has he hand paid, receipt of which is hereby acknowle	dged at and before the signing and sealing of these presents, do
hereby pargula graus and ounvey to the South Carolina Electric & C	les Company, a South Carolina Corporation having its principal
urther to Colombia, South Carolina, a right of Way, over such mute a	is Grantee had selected, having a width of
FURTY (40- ) took	upon, over, under and across lands of Crentor(e) situated in the
County of Colleton State of Sou	th Carolina, bounded as follows: (1) 100 (1) 100 (1)
Northerly by leads of Former Ly C Padgett now M	ins
Easterly by tends of	
Southerly by lands of Grantor at 81	· · · · · · · · · · · · · · · · · · ·
Westerly by lands of Mack Miley	
Said tract contains 8.02 acros, more or	less, and being the same land deeded
to Grantor by Harvey Kinsey by deed dated A	igust 31, 1961. Right of Way enters
Grantor's land from the land of Harvey Kins	ey thence extending across Grantor's and AD
land in a westerly direction to the land of	Mack Miley.
Right of way to be as shown on Dwg, of Sout	Carolina Shortric & Cas Company
A Company of the Section of the Sect	
No. CP-10300, Pebruary 8, 1965  Sther with the right to construct, maintain, operate, replace and alte	
Short with the right to construct, maintain, operate, reputer on deciding the structures, overhimment of the structures overhimment overhimment of the structures overhimment overhimment of the structures overhimment overhim	ead and underground conductors and lightning protective wires,
all as the right to install, maintain and use anchors and guy wires or right to construct, maintain, operate, replace and alter thereon and then	a lands adjacent to the right of way herein granted; and also the
so that it will not interfere with the ordinary cultivation of said land, ton it gas, oil, primisum products or any other liquids, gases or substa	rith valves, tieovers and appurtenant facilities, for the transporta-
Together also with the right from time to time to rederign, relution and equipment as Grantee may at any time deem necessary, and the	alld or alter said lines and to install such additional lines, appears-
Together also with the right from time to time to remove or cl	est and keep clear such trees, underbrush, structures and other 📜
obstructions, upon said right of way and such trees beyond the same as lines or appurtenances when erected, and the right of entry upon Grant	or's said lands for all of the purposes aforesaid.
PROVIDED, however, any damage to the property of Grantos gravided) caused by Grantos in the course of constructing, rebuilding	or repairing said lines shall be borne by Grantee.
Reserving, however, to Grantors the right to cultivate the groun shall not interfere with or obstruct the rights berein granted, and provide	
within the width of said right of way.  And it is a condition of this grant that the Crantes shall tende	r, 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 shall, without further act by the parties hereto, coses and determine at	the time specified, the rights and privileges herein granted all thereupon Grantee shall be relieved from any further obliga-
too bereamler	
And the Grantur(-) agree(s) to warrant and forever defend the any other person lawfully claiming or to claim the same or any per-	thereof,
The word "Granter(s)" shall include Granter(s) here, execu The word "Grantee" shall include Grantee's successors and easigns as	tors, administrators, successors and unigns, as the case may be, dits wholly or partially owned subsidiaries.
IN WITNESS WHEREOF, Grantors have duly executed this it	
	Wide th Thursburgh (SEAL)
WITNESS	Rudolph Murdaugh (SEAL)
MINO Clara IDundaugh	(SEAL)
it cale to aldri	(SEAL)
recorded 5/21/65 9 A. M.	(SEAL)
	/SEAL
·	Form BW 1441-6-63

county of Colleton Clara Murdaugh

and made oath that Sho saw the within named Rudolph Murdaugh sign, seal and as his ct and Deed, deliver the within written instrument and that he with Shoaly G. Pondaryis witnessed the execution therem corn to before me this

19thay of May A.D. 1965 Clara Murdaugh,
Shoaly G. Pendaryis a speal affixed

#### ETATE OF SULLETANOLINA

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 Bleetric 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.

Shealy G. Pendarvis, Notary Public for S. C. Scal affixed

Clara T. Murdaugh

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	e de la companya de La companya de la co	ر .
والمعارض أرباهم المراجعين	in 1864. Printed in the contract of	.,
State of South Carolina,		
} ■		
Contact of Colleton		
ENOW ALL MEN BY THESE PRESENTS that I (We)	M. G. Mima and Iriu P.	
	outs 2, Smoaks, South Carol	ina
of the county and state aforesaid, hereinafter cometimes referred it (\$1.00) to me (us) in hand paid, receipt of which is hereby acknowled bargain, grant and convey to the South Carolina Electric (	wiedged at and before the signing and scal	ha of these presents, do
office in Columbia, South Carolina, a right of way, over such rout	to as Grantes had selected, having a width	of .
	eet, upon, over, under and across lands of C	rantor(s) diseated in the
·	3	Na.
County of GOLICION	South Carolina, bounded as follows:	1.00
Northerly by lands of S. C. Highway 217	<del></del>	<del></del> ,
Bastody by lands of Danny Davis and Frank (	Carter	• <i>I</i> ,
Southerty by lands of Harvey Kinsey and Rudo	lnh Mirdouth	
	;	•
Westerly by lands of Mack Milay		
Said tract contains 54 acres, more of		eeded to
Grantor by Clara Padgett by deed dated March	h 18, 1964, Book 135 Page 35	B, Colleton
County. Right of way enters Grantor's land	d from the land of Danny Dav	is and H. Kinsey
thence extending across Grantor's land in a	westerly direction to the 1	and of Mack Miley.
,		
Right of ways to be as shown on Dwg.	of South Carolina Electric	Gas Company
No. CP-10300, February 8, 1965	e <sup>*</sup>	* **
ther with the right to construct, maintain, operate, replace and a fourion of electric energy, consisting of supporting structures, over amministion wires, gray, push braces and other accessory apparate as the right to install, maintain and use anchors and guy wires with to construct, maintain, operate, replace and after thereon and its othat it will not interfere with the ordinary cultivation of said land	erbead and underground conductors and it tus and equipment deemed by Grantes to b s on lands adjacent to the right of way here bersumder a lice or lines of pipes, all pipe to	ghtning protective wires, be necessary therefor, as in granted; and also the
tion of gas, oil, petroleum products or any other liquids, gases or sub Together also with the right from time to time to redesign, r	ostances which can be transported through a sebuild or alter said lines and to install such	lities, for the transporta- pipe line, additional lines, appara-
Together also with the right from time to time to redesign, a test and equipment as Grantes may at any time deem necessary, and	stances which can be transported through a should or alter said lines and to install such the right to remove any line or any part th	lities, for the transporta- pipe line, additional lines, appara- eraof.
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STATE OF SOUTH CAROLINA	Personally appeared before the
COUNTY OF COLLETON	Clara Padgett
and made outh that bho saw	the within named M. G. Mims &
Iris P. Mims	sign, scal and as nor
ter and Deed, deliver the within	written instrument and that he with
Shaly Q. Pandarvin	witnessed the execution thereof
19thday of May A.D.	1965 Clara Padgetus
Shoaly G. Pondarvis,	_Seal(Láffixed C -

## STATE OF SOUTH CAROLINA

I, Shealy G. Pendarvis, 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.

Orivon under my hand and seal this with day of May, 1965.

Shealy G. Pendarvis, Notary Public for S. C. Seal affixed Iris P. Mims

		<u> </u>
State of South Carolina,		
County of Colleton		
KNOW ALL MEN BY THESE PRESENTS UNIT ( VINCE	A. L. Bunton	
н У	ghway 196, Smoaks, S. C.	
	·	<del></del> -
of the county and state aforestid, hersinafter sometimes referred	o as Grantor(s), for and in consideration of the sum of O	oo Dollas
(\$1.00) to me (us) to hand paid, receipt of which is hereby acknowledge bargain, grant and convey to the South Carolina Electric		
		<b>.</b>
office in Columbia, South Carolina, a right of way, over such roo		
THIRTY (-30-5	eet, upon, over, under and across lands of Grantor(s) situal	and for Apri
County of <u>Colleton</u> State of	South Carulina, bounded as follows:	
Northerly by lands of H. M. Kinsuy		
Easterly by lands of H. M. Kinsey		
Southerly by lands of H. M. Kinsey	· · · · · · · · · · · · · · · · · · ·	<del></del> -
Westerly by lands of R. K. Kinsey	· · ·	
Sold tract contains fluo (5) acra	more or less, and baing the same la	nd
decided to Grantor by Smallwood Carrol by	lead dayed. Dec. 3 1943. Right er	way
enters Grantor's land from the land of h.	M. Kinsey thence extending across Gran	stor's
land in a westerly direction to the land	of H. M. Kinsey.	- :
Right of way to be as shown on Du	of South Carolina Electric & Gas Con	npany
	1	<del></del>
No. CP-10300, Pebruary 8, 1965		
ilstribution of electric seargy, consisting of supporting structures, or communication wires, guys, peak brace and other accessory appara well as the right to install, maintain and use anchors and guy win right to construct, maintain, operate, replace and alter thereon and so that it will not interfere with the ordinary cultivation of said lastion of gas, oil, petroleum products or any other liquids, gases or at Together also with the right from time to time to readestign, tue and equipment as Grantee may at any time deem necessary, and Together also with the right from time to time to remove constructions, upon said right of way and such tress beyond the san lines or apportsuances when erected, and the right of entry upon Grantille of the property of Carlo	his and equipment deemed by Grantee to be necessary the on lends adjacent to the right of way herein granted; and hereuseder a line or lines of pipes, all pipe to be buried to add, with valves, tisovers and appurtenant facilities, for the tribstances which can be transported through a pipe line, rebuild or alter said lines and to install such additional lines the zight to remove any line or any part thereof, relear such trees, underbrush, structures as as in the judgment of Grantee may interfere with or enda antor's said lands for all of the purposes aforesaid.	erefor, as I also the ich depth unsports- i, appara- ind other
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Reserving, however, to Grantom the right to cultivate the grant thall not interfere with or obstruct the rights become granted, and purithin the width of said right of way.  And it is a condition of this grant that the Grantee shall to One Hundred Twenty-five00/100 Dodate of this agreement. If the said sum is not paid or tendered whall, without further act by the parties hereto, ceuse and determinion hereunder.  TO HAVE AND TO HOLD the aforesaid rights by the Gand the Grantor(s) agree(s) to warrant and forever defending other person lawfully claiming or to claim the same or any The word "Grantor(s)" shall include Grantor's(s') heirs, earlies word "Grantee" shall include Grantor's successors and assign IN WITNESS WHEREOF, Grantore have duly executed the	rand within the limits of said right of way, provided that ovided further that no building or other structure shall be need, and Grantor(s) shall accept, Grantee's check in the lars (\$\frac{125.00}{1000}) within One Year that the time specified, the rights and privileges berein and thereupon Grantee shall be relieved from any further and thereupon Grantee shall be relieved from any further intesting the successors and assigns, as aforesaid. If the above granted rights against himself or his heirs and part thereof. Section, administrators, successors and assigns, as the case and its wholly or partially owned subsidiaries. In the case is indenture the MONERAL PRINTED A. L. Bunton	mich uses erected and of from the granted robligation of against may be.  7. 196 (SEAL)
shall not interfere with or obstruct the rights borein granted, and pi within the width of said right of way.  And it is a condition of this grant that the Grantes shall be  One Hundred Twenty-five00/100 De date of this agreement. If the said sum is not paid or tendered w shall, without further act by the parties hereto, ceuse and determin tion hereunder.  TO HAVE AND TO HOLD the aforesaid rights by the Gr And the Grantor(s) agree(s) to warrant and forever defer any other person lawfully claiming or to claim the same or any  The word "Grantor(s)" shall include Grantor's(s)" heirs, es  This word "Grantor's shall include Grantor's successors and assign	rand within the limits of said right of way, provided that ovided further that no building or other structure shall be need, and Grantor(s) shall accept, Grantee's check in the lars (\$ 125.00 ) within One Year that the time specified, the rights and privileges bewein and thereupon Grantee shall be relieved from any further antes, its successors and assigns, as aforesaid, it the above granted rights against himself or his heirs amount thereof.  Secutors, administrators, successors and assigns, as the case and its wholly or partially owned subsidiaries.  In and its wholly or partially owned subsidiaries.  Indenture the three	mich uses erected sum of from the granted robliga- d against niay bo.  7. 196 (SEAL)
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Reserving, however, to Grantors the rights to cultivate the granted and provided in the right of control of the granted, and provided in the width of said right of way.  And it is a condition of this grant that the Grantes shall be one litundred Twenty-five00/100 Document of this agreement. If the said sum is not paid or tendered with the first of this agreement. If the said sum is not paid or tendered with the first of this agreement. If the said sum is not paid or tendered with the first of this agreement. If the said sum is not paid or tendered with the first of this agreement. To HAVE AND TO HOLD the aforesaid rights by the Grant of the Grantor(s) agree(s) to warrant and forever defense the Grantor of the first of the same or any of the word "Grantor(s)" shall include Grantes's successors and assign in word "Grantes' shall include Grantes's successors and assign in WITNESS WHEREOF, Grantors have duly executed the WITNESS:	rund within the limits of said right of way, provided that ovided further that no building or other structure shall be need, and Grantor(s) shall accept, Grantee's check in the lars (\$ 125.00 ) within One Year that the time specified, the rights and privileges begin and thereupon Grantee shall be relieved from any further antes, its successors and assigns, as aforesaid.  If the above granted rights against himself or his heirs amount thereof.  Sections, administrators, successors and assigns, as the case and its wholly or partially owned subsidiaries.  Indenture the three that the case indenture the three that the case is indenture the three that the case is indenture the three that the case is indenture the three th	much uses a created with a sum of from the granted robligation of the granted of against may be.  7. 196 (SEAL) (SEAL) (SEAL) (SEAL)

STATE OF SOUTH CARULINA

COUNTY OF COLLETON

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### ETHEN OF SUTH CAROLINA

I, Shoaly G. Pondarvis, Notary Public for South Carolina, do hereby certify unto all them 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, whemseever, renewnee, release and ferever relinquish unto the within named South Carolina Electric and Gas Company, its loing and assigns, all her interests and estate, and also her right and claim of Dover of, in or to all and singular the premises within mentioned and released.

Otvon under my hand and seal this 7th day of May, 1965.

Shealy Q. Pondarvis, Notary Public for S. C. Scal affixed

Bessie L. Bunton

The state of the s	The state of the s
to the object	
State of South Carolina,	
Colleton	
ENOW ALL MEN BY THESE PRESENTS that I (WARK	A. I. Smook, Jr.
8, C, 1	iighway 217, Smoaks, S. C.
T. S. A.	
of the county and state aforesaid, hereinsfire comotimes referred to a (\$1.00) to me (us) in hand paid, receipt of which is hereby acknowled hereby bargain, grant and convey to the South Carolina Electric & C	dged at and before the signing and sealing of these presents, do see Company, a South Carolina Corporation having its principal
office in Columbia, South Caroline, a right of way, over such route a	
Callaton	upon, over, under and across lands of Grantor(s) situated in the
	th Carolina, bounded as follows:
Northerly by lands of Martin Thomas et al	
Eastorly by Lands of W. H. Varn et al	
Southerly by lands of GrantOr et al	· · · · · · · · · · · · · · · · · · ·
Westerly by lands of Hartin Thomas et al	
Said tract contains 55 acres, more or	less, and being the same land deaded 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. Vern 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 Compa	ny No. CP-10300, February 8, 1965.
6	i de la companya del companya de la companya del companya de la co
The first with the right to construct, maintain, operate, replace and alter inhulian of electric energy, consisting of supporting structures, over mornitures, which minimulation wires, guys, push brares and other excessive apparatus will as the right to install, insintain and use anchors and guy wires on right to construct, maintain, operate, replace and after thereon and there so that it will not interfere with the ordinary cultivation of said land, witten of gas, oil, petroleum products or any other liquids, guess or substate and equipment as Cruntee may at any time to time to rederign, rebutes and equipment as Cruntee may at any time deem necessary, and the Together also with the right from time to time to remove or clookstructions, upon said right of way and such trees beyond the same as lines or anountenances when exceed, and the right of entry upon feature.	and and underground conductors and lightning protective wires, and rejutinent defined by Gantes to be accessively therefor, as a lands adjacent to the right of way herein granted; and also the sunder a line or lines of pipes, all pipe to be buried to such depth with valves, thouvers and appurtensist facilities, for the transportances which can be transported through a pipe line, sild or alter said lines and to install such additional lines, apparaisful to remove any line or any part thereof, see rand keep clear such trees, underbrush, structures and other is the judgment of Grantee may interfere with or endanger said.
PROVIDED, however, any damage to the property of Grantur	(s) (other than to property cleared or removed as hereinbefore
provided) caused by Grantee in the course of seestructing, rehalfding.  Reserving, however, to Grantum the right to cultivate the ground shall not interfere with or obstruct the rights herein granted, and provide within the width of said right of way.	I within the limits of said right of way, provided that such use led further that no building or other structure shall be erected.
And it is a condition of this grant that the Grantoe shall tender	(\$.200.00 ) within one year from the
date of this agreement. If the said sum is not paid or tendered within shall, without further act by the parties hereto, cease and determine antion hereunder.	the time specified, the rights and privileges herein granted at thereupon Grantee shall be relieved from any further obliga-
TO HAVE AND TO HOLD the aforesaid rights by the Grante And the Granter(s) agree(s) to warrant and forever defend the any other person hawfully claiming or to claim the same or any part. The word "Granter(s)" shall include Granter(s) heirs, execut The word "Granter" shall include Granter's sourcessors and essigns are IN WITNESS WHEREOF, Granters have duly executed the in	the above granted rights against himself or his helps and against thereof, ors, administrators, successors and assigns, as the case may be, dits wholly or partially owned subsidiaries.
	A. L. Smoak, Jr. (SFAL) (SFAL)
WITNESS:	A. L. Smoak, Jr. (SEAL)
Marie ( moral	(SEAL)
Weely & Kenton	(SEAL)
Marie Omoral  Marie Omoral  recorded 5/21/65 9 A. M.	(SEAL)
	(SEAL)
	#incom, 12 W e 2413-6-62

county of colleton | Mamie C. Smoak |

and made outh that Sho saw the within named |
A. L. Smoak, Jr. sign, seal and as his |

act and beed, deliver the windin written instrument and that he with Shoaly G. Pendarvis | with...ed the execution thereof iworn to before me this |

Tth day of May A.L. 165 Mamie C. Smoak; Shoaly G. Pendarvis - spal affixed |

Shoaly G. Pendarvis - spal affixed

State of South Carolina,	
- Colleton	
KNOW ALL MEN BY THESE PRESENTS that I (XRHX.	Harvey Kinsey
Koute 1,	Ruffin, S. C.
of the county and state aforesaid, hereinafter conceines referred to (\$1.00) to me (us) in hand paid, reweipt of which is hereby acknow hereby bargain, grant and couvey to the South Carolina Electric &	risiged at and before the algaing and sealing of these presents, do
office in Columbia, South Carolina, a right of way, over such rout	e as Grautee had selected, having a width of
Porty (40- ) to	et, upon, over, under and across lands of Grantor(s) structed in the
County of Callatan State of S	outh Curolina, bounded as follows:
Northerly by lands of Now or formerly Padget	t
Easterly by lauds of Road 362	,
Southerly by lands of G. Smith	
Westerly by lands of Rudol ph Murdouth	
	re or less, and being the same land
deeded to Grantor by Rhott Kinsey by deed	dated June 28, 1928. Right of Way enters
Grantur's land from the land of Willia Reh	ling thence extending across Grantor's
land in a westerly direction to the land o	f Rudolph Murdauth.
Right of way to be as shown on D	wg. of South Carolina Electric & Gas Co !
CP-10300, February 8, 1965	<u> </u>
Exther with the right to construct, maintain, operate, replace and all stribution of electric energy, consisting of supporting structures, over annualization wires, guys, push braces and other secessory apparatuled as the right to install, maintain and use anchors and guy wires right to construct, maintain, operate, replace and after thereon and the surfact it will not interfere with the ordinary cultivation of said land them of gas, oil, petroleum products or any other liquids, gases or sub-	rhead and underground conductors and lightning protective wirse, us and equipment deemed by Giantee to be necessary therefor, as on lands adjacent to the right of way herein granted; and also the erounder: a line or lines of papes, all pipe to be buried to such depth, with valves, theorers and appartenant facilities, for the transporta- stances which can be transported through a pipe line.
tus and equipment as Grantee may at any time deem necessary, and t	clear and keep clear such trees, underbrush, structures and other as in the judgment of Grantee may interfere with or endanger said
PROVIDED, however, my damage to the property of Gran provided) caused by Grantee in the course of constructing, subuildle	tor(s) (other than to property cleared or removed as hereinbefore
shall not interfere with or obstruct the rights beech granted, and pro- within the width of said right of way.	vided further that no building or other structure shall be erected
•	der, and Grantor(s) shall accept, Grantee's check in the sum of
One Hundred Fifty00/100 Dolli date of this agreement. If the said sum is not paid or tendered with shall, without nurber act by the parties hereto, cease and determine trun hereunder.	
TO HAVE AND TO HOLD the aforesaid rights by the Grat	the above granted rights against himself or his heirs and against
	cutirs, administrators, successors and assigns, as the case may be, and its wholly or partially owned sulaidlaries.
in writing withdor, contain his day taching the	
WITNESS:	Harvey Kingley (SEAL)
Dry Lucoyh Durbangk	(SEAL)
My Pulo(yh )) undaugh (Scale Condens) recorded 5/21/65 9 A. M.	(SEAL)
recorded 5/21/65 9 A. M.	(SEAL)
<u>N</u>	(SEAL)
	(SEAL)
	· · · · · · · · · · · · · · · · · · ·

COUNTY OF COLLETON Mrs. Rudolph Murdaugh and made cath that Sho saw the within named that say high seal and as high that and beed, deliver the within written instrudictiff and that he with the wire the within a state of the execution thereof the secution thereof the secution that he will be say by the say of the secution thereof the secution t

State of South Carolina,	
The state of the s	in the second of
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, hereinsfer constimes referred to a	Control of the west to mark the state of the same of the Dallace
(\$1.00) to me (us) in hand paid, reoript of which is hereby acknowle hereby bargain, grant and sonvey to the South Carolina Electric & C	dged at and before the signing and sealing of these presents, do
uffice in Columbia, South Carolina, a right of way, over such route	1
	upon, over, under and across lands of Grantor(s) situated in the
Cowney of Colleton State of Sou	
Northerly by lands of Charlie W. Bennott	
	•
Esecuty by lands of J. P. Strickland	
Southerly by lands of Grantor et al	
Westerly by lands of V. Padgett	*
	a_or_less, and boing the same land deeded
10 Grantor by Lillia Bull Bennatt Earsta by d	and dered. Feb. 25, 1902 Right-of-way
conters Grantor's land from the land of J. P.	
_across Grantor's land in a westerly directi	on 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.	<u> </u>
gother with the right to construct, mointain, operate, replace and alter shattifunition of electric energy, consisting of supporting structures, overhead	r thereon and thersunder one or more lines for the transmission or and and underground conductors and lightning protective wires,
Communication wires, guys, push braces and other accessory apparatus 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 e-
right to construct, maintain, operate, replace and after theroon and there so that it will not interfere with the ordinary cultivation of said land, we tion of gas, oil, petroleum products or any other liquids, gases or substa-	rith valves, tieuvers and appurtenant facilities, for the tramports-
Together also with the right from time to redesign, relu- tus and equipment as Crentee may at any time deem necessary, and the	alld or alter said lines and to install such additional lines, appara-
Together also with the right from time to time to remove or clustrations, upon said right of way and such trees beyond the same as	sar and keep clear such trees, underbrush, structures and other
lines or appurtenances when erected, and the right of entry upon Granto PROVIDED, however, any damage to the property of Grantor	r's said lands for all of the purposes aforesaid.
provided) caused by Grantee in the course of constructing, rebuilding Revening, however, to Granters the right to cultivate the ground	or repairing said lines shall be burne by Grantee.
shall not interfere with or obstruct the rights herein granted, and provid within the width of said right of way.	od further that no building or other structure shall be erected."
And it is a condition of this grant that the Camton shall tender	
Three Hundred00/100 Dollars date of this agreement. If the said sum is not paid or tendered within	the time specified, the rights and privileges herein granted
abill, without further act by the parties hereto, cease and determine an tion hercunder.  TO HAVE AND TO HOLD the aforesaid rights by the Grante	
And the Guntor(s) agree(s) to warrant and forever defend the	e above granted rights against himself or his beirs and against
The word "Gentler(s)" shall include Grantz's(s') heirs, execut The word "Gentler" shall include Grantze's sure every and sasigns an	ors, administrators, successors and assigns, as the case may be.
IN WITNESS WITEREOF, Grantors have duly executed this in	desired the 7th down May to 65
·	in Manuelle (SEAL)
WITNESS:	F. M. Bennett (SEAL)
Plane 4 Polar	
Sheafy & Sendari recorded 5/21/65 9	A. M. (SEAL)
U	(SEAL)
·	(SEAL)

3/1

ond made oath that ho saw the within named F. M. Bonnett and Larene M. Bonnett sign, seal and as their at and freed, deriver the within written instrument and that he with with a to before me this Tthday of May A.D. 1965 M. E. Corley a.S. Shealey G. Pondayyis — Beal raffixed

State of South Caroling,	
<b>}•</b>	
Colleton	the state of the s
KNOW ALL MEN BY THESE PRESENTS (bed 1700)	Hattin Hodges Handerson
Near Canadys Hu	y # 61:
·	
(\$1.00) to me (us) in hand paid, receipt of which is hereby a	red to as Grantor(s), for and in consideration of the sum of One Dollar acknowledged at and before the signing and seeling of these presents, do strio & Gas Company, a South Carolina Corperation having its principal
office in Columbia, South Carolina, a right of way, ever such	route as Grantee had selected, having a width of
(-70-	- ) (set, upon, over, under and scross hands of Grantur(x) situated in the
County of Colleton State	of South Caroline, bounded as follows:
	1
Northerly by lands ofJoe_Lamuel_or_Car	, in the contract of the contr
Easterly by lands of R. A. Durham or I	Union Bag
Southerly by lands of J. Samuels	
Westerly by lands of Hodges Now R	A. Durbam
Said tract contains 40 Acri	as, more or less, and being the same land
deeded to Grantor by Pattle Samuels by	dends dated December 1, 1917, Right-of-Way /
enters Grantor's land from land of R.	A, Durham thence extending across Grantor's
land to a meetanly direction to the la	nd of Dornes Trutter thereof Right of way
	· · · · · · · · · · · · · · · · · · ·
to be as shown on Dwg, of South Carolin	naELectric & Cas Company # CP-10,300.
Fobruary 8, 1965	e de la companya del la companya de la companya del la companya de
ilitribution of electric energy, consisting of supporting structure communication wires, gays, push braces and other accessory agwell as the right to install, maintain and use anchors and gay right to construct, maintain, operate, replace and after thoreon is so that it will not interfere with the ordinary cultivation of sake tion of gas, oil, petroleum products or any other liquids, gases of Together also with the right from time to time to reduce that and equipment as Grance may at any time deem necessary.	ign, rebuild or alter said lines and to install such additional lines, appara-
obstructions, upon said right of way and such trees beyond the lines or appurtenances when erected, and the right of entry upo	same as in the judgment of Crantee may interfere with or endanger said
provided) caused by Grantee in the course of constructing, rel	
shall not interfere with or obstruct the rights berein granted, an	d 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 sha	ill tonder, and Grantor(s) shall accept, Crantee's check in the sum of
Two Hundred Twenty-five00/100	Dollars (\$ 225.00) withinOne Year from the
date of this agreement. If the said sum is not paid or tendered	d within the time specified, the rights and privileges hereis granted
19m becomies. TO HAVE AND TO HOLD the aforesaid rights by the	
And the Comfor(x) agree(x) to warrant and forever d	latend the above granted rights against himself or his heirs and against
	s, executors, administrators, successors and assigns, as the case may be.
The word "(frantee" shall include Grantee's successors and a	ssigns and its wholly or partially owned subsidiaries.
IN WHERE SO WHERE OF, Granion have duly execute	of this indenture the 1st day of April 1965.  Hatie Horry by Hender (SEAL)
WITNESS:	Hattle Hodges Henderson (SEAL)
Gran Kinderson	(SEAL)
Bland Henderson	recorded 5/21/65 O A M (SEAL)
	recorded 5/21/65 9 A. M. (SEAL)
<b>y</b>	(SEAL)
	(SEAL)
	in . (SEAL)

COUNTY OF COLLETON

Grant Henderson

ind made outh that he saw the within named

Hattie Hodges Henderson sign, seal and as her.

at and Deed, deliver the within written instrument and that he with

Shealy G. Pendarvis with A the execution thereof iword to before me this

1st day of Aprilan 1865 Grant Honderson

Shealy G. Pendarvis (4:Seal affixed

314 m

THE STATE OF SOUTH CAROLINA

TO ALL WHOM THESE PRESENTS MAY COME:

I. MRS. JAMES EPPS, OF FORT MILL, 8, 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. Paris 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 Grantos.

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 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 Neyward 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

Record may 25- 1965

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. Feris 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 pert of percel 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.

Signed, Sealed and Delivered in the presence of

A. P. Juney (L.S.)

James & Eppe

THE STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON

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.

SHORN to before me, this

44 day of May A.D. 1965

SWORN to before me, this

44 day of May A.D. 1965

(SEAL) France M. Horlbreck

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RODER CONTRACTOR CONTRACTOR

#### <u> NON-DISCRIMINATIUM CLAUSE</u>

- 15. 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; rares of pay or other forms of composation, and wilection for training, including appendiceship. 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 sulicitations 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 sace, 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 employees.
- (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 Laccutive 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 Eo. 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 Unployment Opportunity, or as otherwise provided by Iaw.
- 17) The contractor will include the processions of the roregoing paragraphs (1) through (6) in every subcontract or purchase order unless earnified 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
  contraction 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 sendor 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.



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#### MORTGAGEE'S AGREEMENT

holder(s) of a mortgage in the sum  at Smonks, South Carolina	of \$ 20,000,00 on the property situated
	aid property to the Government for post-offic
assigns that in the event it should be	scome necessary to foreclose said mortgage
•	suce the sale of said premises to be made
	mortgage matures on 20 February 1975
and does (does not) contain a provis	ion affecting its priority over the post office
Witness: - Hoodband	Carolyni I Hawell
Address: Walterboro, S.C.	Address: Ruffin, S.C.
SUBSCRIBED AND SWORN to	before me, a notary public, in and for Colle
County, State of South Carolina	this 26th day of
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	and made outh that she saw George R. Clements and Edna T.	<b>'2</b>
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٠,	purposes therein mentioned, and that he with Dan P. Loney, Jr.	
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## PURCHASE AND SALES AGREEMENT

This Agreement made this Att day of May, 1965
between THE PURE OIL COMPANY, an Chic corporation, hereinafter referred to as "Buyer", and W. C. PADGETT of Route #2,
Walterboro, South Carolina, hereinafter referred to as
"Seller",

### WITHESSETH

MHERBAS, 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:

5-26-65

## PURCHASE AND SALES AGREEMENT

This Agreement made this Anto day of May, 1965 between THZ BURE OIL GENERARY, an Ohio corporation, hereinafter referred to as "Buyer", and W. C. PALCETT of Route #2, Walterbore, South Carolina, hereinafter referred to as "Seller".

## NITUESSETH:

WHEREAS, The State Righway Department of the State of South Carolina proposes to construct a highway to be known as Interstate 95 ("I-95") adjucent to the property of Seller hereinefter described, with a full interchange at the intersection of I-95 and Crows 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 cum 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 bell and convey to Duyer 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 Walterbore, Colleton County, South Carolina, to-vit:

Commoncing at the point where the North right-of-way line of Graws Ford Road (State Route 63) (a foot right-of-way) intersects the most Wasterly right-of-way line of I-95 as finally established by the State Bighway Sentent of the State of South Caralins; thence in a Wosterly direction along the North right-of-way line of Craws Ford Road a distance of 700 feet to a point; thence on a line parallel to the most-

5-26-65

Westerly right-of-way line of I-95 in a Mortheasterly direction 1050 feet to a point; thence on a line parallel to the Borth 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 Morth 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 Morthwestern 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 Hine Thousand Hine 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 Basterly boundary line of Beller's property, as said property and right-of-way are hereinabove described, and also designating and staking

3.29

Westerly right-of-way line of I-95 in a Northematerly direction 1650 feet to a point; thence on a line parallel to the point; thence on a line parallel to the North right-of-way line of Greun Ford Read in an Easterly direction 700 feet, wars or less, to a point on the most lesterly right-of-way line of I-95; thence along said Westerly right-of-way line of I-95; thence I-95 in a Southerly direction 1050 feet, more or loss, to a point on the North right-of-way line of Grows Ford Road and the point of beginning, and containing

It is the intention of the parties hardto to describe a 10 acrd lot cornering on that to describe a 10 acrd lot cornering on that worthwestern interrection of Craws Ford lost on Craws Ford Road and a frontage of 1050 feat on the most westerly right of-way line of I-35, and being generally rectangular in shape;

Togother with all buildings, structures, amprovements and equipment thereon and all appurtenances thereto belonging or in any wise appartaining, and all right, title and interest of Seller in and to any and all reads, structs, alleys and ways bounding said presisos.

The torms and conditions of this agreement are as

rawolići

1. The purchase price which Suyer shall pay to seller is Sighty Thousand Dellars (\$80,000.00), to be paid as follows: One hundred Dellars (\$100.00) in cash this day deposited with Soller as carnest money, to be applied against the purchase price at the time of closing, and Saventy Nino Thousand Sine Hundred Dellars (\$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 Cesignating and etaking the Mesterly right-of-way line for a portion of I-95 on the Sasterly boundary line of Seller's property, as said property and right-of-way are hereinshove described, and also Casignating and staking

**公共产业的企业** 

the exit and entrance rampe appurtenant to a full interchange between I-95 and Crews Ford Rond (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 rampe 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 rightof-way lines for I-95 and the appurtenant ramps for an
interchange to Crews Ford Road (hereinafter called the
"right-of-way designation date").

Solver'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 rapps appurtenant to a full interchange between I-95 and Craws Ford Road (State Route 63) within one (1) year from the date heroof. 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.

Suyer may terminate this agreement and Soller shall refund to Bayer the each consideration therefore paid by fund to Bayer the each consideration theretofore paid by the hereunder. The purchase and eale contemplated hereby shall be consummated in accordance with the provisions of the next fellowing 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 Craws Ford Road (marginafter called the "right-of-way designation date").

3. Suyer's obligation to consummate the purchase contemplated by this agreement is further contingent upon Seller having a good and marketable titie, 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 or either considerant hearing a date subsequent to the right-of-way designation date, issued by a title quaranty company acceptable to Buyer, showing good and marketable title to be vested in Buyer, showing good and marketable title to be vested in Seller, free and clear of all liens and encumbrances whatesoever. It is understood and agreed that Buyer propeses 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 heroby 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 Soller 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 whistorded to ustandinasting the site out rot done where products, automobile and truck accessories and gervices, and Sallor 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 thersof for such purposes will, insofur as this agrasment is concerned, be construed to render Seller's title to the subject proporty not good and not marketable. Duyer shall have fivroum (15) days after receipt of such proliminary report on title or title commitment in which to examina game and notify Solier whether title in acceptable. If such exemination shows Saller to have a good and marketable title, then Buyer will within such fifteen (15) day period so notify Soller, and Soller within ten (10) days after receipt of such notice shall make, execute and tendor to Eurer a good and sufficient deed conveying the subject proporty to Buyer, with full covenents of general warranty, froe and clear of all liens and encumbrances, and deliver auch doed to Duyer upon payment of the purchase price. Sellor will, after delivery of anid dead, promptly instruct the title company which insued the preliminary parort on fitto or fitte commitment to issue a fitte policy in the name of the Buyer in the amount of the purchase orless. first Pive Hundred Dollars (\$500.00) of the total cost of the preliminary report on title or title commitment and title policy shall be paid by huyer and the balance of such to will be paid by Seller.

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 herounder.

- 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 Bast 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. Motice 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 discloses that Seller door not have good and marketshie title, Buyer shell notify Seller in writing, specifying such defacts in Seller's title, and Seller abalt have sixty (60) days from receipt of such notice in which to cure or remove such defects, at Seller's actor cost and expense, to the satisfaction of Buyer's atternays, If Seller is unable to cure or remove such defects to the satisfaction of Buyer's atterneys within the time prescribed. Buyer shall have the right to terminate this agreement, whereupon Seller abalt repays to Buyer the cach consideration therefore paid by repay to Buyer the cach consideration therefore paid by it hereunder.

- 4. All proporty taxos and assessments against the subject property at the date of closing shall be proreted between the Geller and Buyer as of the date of closing.
- 5. This agreement, upon execution, shall be binding on the parties herete and their respective hairs, successors and sesigns, and shall run with the land. This agreement may only be assended by an instrument in writing signed by the parties herete.
- agreement shull be delivered to the Seller at agreement shull be delivered to the Seller at and to the Buyer at 200 East Colf Rand, Palatine, Cook County, Illinois, attemtion, Raal Setate 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

ios is deposited in a United States Post Office properly and addressed.

IN WINESS WEEKOF, the parties have caused the execution of this agreement the date first above written.

igned, Sealed and Dolive

the Presence of

THE PURE OIL COUPAIT

Qui Makasa

Vico President

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W. C. PADGETT

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notice is deposited in a United States Post Office properly

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duo oxecution of this agreement the date first beave written.

Signed, Scaled and Delivered in the Program of

THE PURE OIL COMPANY

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Attest:~

Assistant Saturding

Signed, Soaled and Delivered

M. C. PLOGRET

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STATE OF ILLINOIS	<b>)</b>
	) -88-
COUNTY OF COOK	)
Personall  For Alcohol  saw the corporate a foregoing instrumen  tion sign and attention	y appeared before me, the undersigned Motary  who being duly sworn says that she leal of THE PURE OIL COMPANY affixed to the lt, and that she also saw A. A. Congle a Vice President and Alfand (Male in Assistant Secretary of the said corpora- lt the same, and that she, with Akada Morpora- witnessed the execution and delivery and deed of the said corporation.  Agg Alekson
Sworn to	before me this Indi day of May. 1965.
(SEAL)	Lelen V Rosin
• •	Notary Public in and for
My commission expir	Cook County, Illinois
MITCH V. RAMM MUTCHY PUBLIC, Gook County, Hitnots	•
MX completes	
says that he saw t sign, seal and as h	y appeared before me, the undersigned  (New Who, being duly sworn the within hamed (new the foregoing it he with laural witted wit-
	Dan
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. Sworn to	before me this 24 th day of Many, 1965.
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(SEAL)	Notary Public in and for
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igned Notary 🛸	before me, the unders	onelly appeared	Pora.	
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**ACREEMENT** 

COUNTY OF COLLETON

This agreement made and entered into this \_\_\_\_day of \_\_ between Gerard D. Varn and Francis G. Muller,

. GITNESSETH:

WHEREAS Corard D. Varn and Francis G. Huller 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 dive (185) here truet 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 C. Muller do hereby agree that they will accept, the canal as their property line thereby eliminating the accessity of exchange of deeds between said parties. In fact parties conclude that it would he 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. Yaen and Francis G. Muller hereby bind themselves, their being, Executors and Administrators to the faithful performance of this agreement executed this date.

IN WITNESS WHEREOF, We hereunto set out hands and seals this \_2 2 day of Gerald D. Varn Мау . 1965.

IN THE PRESENCE OF

Francis G. Maller Francis G. Muller

Recorded 5/26/65

331 A

STATE OF SOUTH CAROLINA COUNTY OF COLLETON 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 witnessed the execution thereof, Significations in this 222 day of Margaret M. Hiere RENUNCIATION OF DOWER STATE OF SOUTH CAROLINA COUNTY OF COLLETON hereby certify unto all whom It may concern that Mrs. 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 pursons whomsoeyer, renounce, release and forever relinquish unto the within named Francis C. 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. Gwen B. Varn Given under my Hand and Seal this 222 NOTARY PUBLIC OF SOUTH CAROLINA J. H. Walker RENUNCIATION OF DOWER STATE OF SOUTH CAROLINA Notary Public of South Carobina, do hereby certify unto all whom it may concern that Mrs. //// Naile the wife of the within named Francis C. Muller, did this day appear before me, and upon being privately and separately examined by me, did declare that she dores 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 C. Muller, his heirs and assigns, all her interest and estate, and also all her right and claim of hower of, in or to all and singular the premises within

Recorded 5/26/65

11 A. M.

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. Soal affixed.

TATF (IÈ SOUTH CAROLINA

COUNTY OF COLLETON

Cust = 109 Line MF

THIS INDENTURE, Mode this 3 day of \_\_\_\_\_\_\_\_, 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 consider. tion of One Dollar to 11 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, burgain, sell and convey unto the party of the second port, 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 onsaid 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; con taining 0.01 of an acre, more or loss, 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 eas ment as hereinbefore mentioned unto the said Atlantic Coast Line Railroad Company, its successors and assigns, so long as sime shall be used for drainage ourposes.

And the said party of the first part does hereby bind itself, it's successors and assigns, to warrant and forever defend all and singular the sold premises unto the said Atlantic Coast Line Railroad Company, its success sors 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 heroto 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 presents to be duly executed the day and year first above written.

Signed, sealed and

COLLETON COUNTY, SOUTH CAROLINA

Recorded 5/26/65 9 A. M.

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, who being shuly sworn, Mays:

That 541 saw the within named H.M. Fripp H.M. Fripp

as Chairman of the Board of County Commissioners of Colleton County, South

Carolina, and Murtis A. Fripp

act and deed of said County, sign, affix thereto the seal of said County and deliver the within instrument, and that 54c with Annie S. Strickland withoused the execution of the same.

Frances L. Barton

Sworn and subscribed to before me

this 3 day of Mar ?

A. 11-4 1965.

Cleveland F. Beach

Notary Public

Recorded 5/26/65 9 A. M.

Extracts from minutes of meeting of the Board of County Commissioners of Colleton County, South Caroline, held on the 3 day of 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 comment 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 intenture dated 1905, to which reference is hereby made; a copy of which Indenture is filed with this Board of County Commissioners.

I certify the bove to be a true and correct copy.

Myrtis A. Privo. Clei

Recorded 5/26/65 9 A. M.

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## MINEHAL RICHT AND ROYALTY TRANSFER

STATE OF SOUTH CAROLINA, COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS:

That Sam Billingsley and Wife, Lucye V. Hillingsley, of Fort Worth, Tarrant County, Texas, hereinafter called Grantors, for and in consideration of the sum of Ten and no/100 (\$10.00) Bollars 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 4369 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 23, 1760, 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 reported in Book 127, Page 215, Beed Records, Tolleton Sounty, South Carolina, to which deed and record thereof reference is further made for full description of said one Fundred and twenty (120) acres of land.
- (h) An emerivided 3.9375 (3) rds interest in and under that sixty-1, 30. (63) deres of (and collected fourty, both excelling, as more particularly described in Mineral Right and Royalty Transfer dated June 20, 1966, executed by R. W. Glemaker and Ruth Glemaker, his Wife, to Sam Hillingsley, as recorded in Book 127, Paga 209, more derords, Tolleton Jounty, South Laroling, to which doed and record thereof reference is further made for Odli description of said aixty-three (c) acres of Land.

TO HAVE AND TO HOLD the said entired interest in all of the said oil, gas and other minerals, in, on and under said land, to tetuer with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and imposession at all times for the purpose of science, drilling and appurate for said singular and appurate for said singular and the maintenance of facilities and

Recarded 5-31-65 9a.m.



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

delivehen in the presence of: (SEAL)

(SEAL) Erna Stoll

LUCYE'V. BILLINGSLEVI

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 dife, sign, seal and as their act and deed, deliver the within with hess L. Christman 

Sworn to before me this 19th day of May, A. D. 1965.

(SEAL)

Erna Stoll - seal affixed NOTARY PUBLIC IN AND FOR TARRANT COUNTY, TEXAS

My commission expires June 1st, 1965

HEREA SICIL, NOTARY PUBLICA

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

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 VI BILLINGSLEY )

NOTARY PUBLIC IN AND FOR TARRANT COUNTY, T E I A S

十年5人以上,ANDERSON

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Recorded 5/31/65 9 A. M.

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State of South Carolina,		· 3:
'mmty of Colleton		Survey of Assis
NOW ALL, MEN BY THESE PRESENTS that I (We	Willie Tehling	<del></del>
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and the state of t	na 118-man <del>iqua</del> no <del>magas alma 111</del> -ra armanagem a raspo	ا د معدد جمده ودستان د مدده وموسعه . د
the county and state aforesaid, hereinafter sometimes refer \$1,000 to me (us) is hand paid, rewipt of which is hereby a reby bargain, grant and convey to the South Carolina Efec-	cknowledged at and before the signing and	I seeling of these presents, d
tive to Columbia, South Carolina, a right of way, over such	rouse as Grantee had selected, having a t	width of
FORTY FEET	1) feet, upon, over, under and across lands	of Grantor(*) situated in th
unuty of . Colleton State	of South Caroline, bounded as follows:	
intherly by lands at Frank Carter and	Danny Davis	
• • •	nd livy 362	
outherly by lands of		
Vesterly by lands of M. G. Mims and Ir		
	A	
Said tract contains 1 acre, mor		
Grant or by lacy John Tye by dead date		
Land from the land of Vernon Padgett	and Hwy 162 thence extending	across Grantor's
land in a westerly direction to the l	and of Harvey Kinsey	
Right-of-way to be as shown on D	wg. of South Carolina Electr	ic & Gas Company
No. CP-10300; February 8, 1965.	ing the second control of the second control	
incline with the right to construct, maintage, operate, 're place of thirthm of electric energy, emissible of supporting structure communication wires, guys, jush boxes and other re-exsury agents construct, maintage, operate, replace and after there or a closific to construct, maintage, operate, replace and after there or a closific to construct, maintage, operate, replace and after there or a closific property of the construct, maintage, operate, replace and after there or a closific property of the right from time to time to redespand equipment as Granten may at any time deem newsanty. Together also with the right from time to time to reason betructure, upon said right of way and such trest beyond the first or apporten unces when erected, and the right of error upon PROVIDED, however, may damage to the propasty of provided) caused by Grantee in the course of constructing, however, to Grantee in the course of constructing, however, to Grantee the right to cultivate in half an interfere with or obstruct the right herein granted, an either the with of said right of way.  An' it is a condition of this grant that the Grantee sha THIRTY-FIVE 00/100  are of this arccenent. It the said sum is not paid or tenders are harmally arrived by the particle between each feeting of the Grantee by the particle between and deem as hereinade.  TO HAVII AND TO HOLD the aforesaid rights by the nather person lawfully claiming or to claim the same or other person lawfully claiming or to claim the same or other person lawfully claiming or to claim the same or of the claim the same or other person lawfully claiming or to claim the same or of the claim the same or other person lawfully claiming or to claim the same or of the claim the same or of the claim to the construction.	s, overhead and underground conductors a paratity and equipment deemed by Grante wires on lands adjacent to the right of way and thereunders line or lines of pipes, all pd. I had, with valves, tieuver a coll appartenator solutioner, which can be trainported the ign, rebuild or alter vial lines and to install, and the right to remove any line or any posen or clear and keep clear coch trees, and same as in the judgment of Grantee may in Granter(s) (other than to imperty clear chatching or repairing said lines still be barned provided further that no building or of all tonder, and Grantor(s) shall accept. G. Dollars (\$3.5000000000000000000000000000000000000	and lightning protective were to be necessive therefore, or herein granted; and doe to pe to be burled to er? I depict to be burled to er.  Such additional lines, apport and thereof, lethand, structures and other terrers with an endanger vite aforested. I or removed as hereinbefor to by Grantee.  way, provided that and have structure shall be created anteo'r clock in the sum of the privileges herein grantee and privileges herein grantee and from any further obligators aid.
The word "Grantovy" shall include Grantovick) being the word "Grantovich" shall include Grantovic and an	s, pyreutors, administrators, successors and	
IN WITNESS WHEREOF, Granters have didy execute	d this indenture the 22nd day of	May 1965
	Wille Re	chlind SEAL
RITNESS:	- LP	UISFAL
May free the		SEAL
the continue on a processor.		
( , - '		
recol	rded 5/31/65 2 P. M.	SEAL,

COUNTY OF COLLETON PROBATE	•
PERSONALLY Appeared before me Pairy L. Behling	_ amd made
oath the he saw the within named Willie Behling	_ sign, 👩
seal and as his act and doed deliverthe within right of way	grant for 🙋
the uses and purposed therein mentioned, and that he with SI	nealy 3.
Pendarvis in the presence of each other witnessed the due exe	ecution
the reof.	••
Sworn to before me this 22nd day of May, 1965. Fairy L.	(X) Bohling
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 certif
unto all whom it may concern that Mrs. Fairy L. Behling	, the
wife of the within named Willie Behling , did th	is day appear
before me and upon being privately and separately examined by	y me, did de-
clare that she does freely, voluntarily and without any composition	ulsion, dread
or fear of any person or persons whomsoever, renounce, release	se and forever
relinquish unto the within named South Carolina Electric and	Gas Company,
its heirs and assigns, all her interests and estate, and also	o her right an
claim of dower of, in or to all and singular the premises wi	thin mentical d
and released.	Sobline
Given under my hand and seal this 22nd day of May, 1965.	r <del>X</del>
Shealy G. Pendarvis, Notary Public for South Carolina	

Recorded 5/31/65 2 P. N.

# State of South Carolina,

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County	<b>₄</b> Co	lle	to	Ŋ		•••••	 }

	works South Carallua
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shithe county and state aforeseid, hereinafter sometimes referred to 7.01.00) to me (ur) in hand paid, receipt of which is hereby acknowners berein, grant and convey to the South Carolina Electric &	wiedged at and before the signing and scaling of these presents,
office in Columbia, South Carolina, a right of way, over such route	e as Crantoe had selected, having a width of
THIRTY FEET 130- ) fee	set, upon, over, under and across lands of Grantor(s) situated to t
County of Colleton State of S	iouth Carolina, bounded as follows:
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Easterly by lands of Eurnest Milton and Hury	y 362
outbacky by lands of Willie Rebling	···
Westerly by lands of Danny Davis or al	
Said tract contains 1 agre, more or	<u>less, and being the same land deeded to</u>
Grantor by Lucy John Tye by deed dated Octo	ober 22, 1956. Right of way onters
Grantor's land from the land of Earnest Mil	ton and ilwy 362 thence extending across
Grantor's land in a westerly direction to t	he land of Danny Davis.
Right-of-way to be as shown on Duc. of	South Carolina Electric & Cas Company
No. CP-10300, February 8, 1965	
us and equipment as Grantee may at any time deem necessary, and to Together also with the right from time to time to remove or betructions, upon said right of way and such trees beyond the same loss or appurtenances when erected, and the right of entry upon Gran	I, with valves, tieovers and appurtenant facilities, for the transport stances which can be transported through a pipe line, shall be additional lines, appar the right to remove any line or any part thereof, clear and keep clear such trees, underbrush, structures and other in the pudgment of Grantee may interfere with or endanger as note, and lands for all of the purposes aforesaid.
rovided) caused by Grantee in the course of constructing, rebuilding	tor(e) (other than to property cleared or removed as hereinbefor ag or repairing said lines shall be hume by Gnustee, and within the limits of said right of way, provided that such u
Reserving, however, to treations the right to cultivate the groundl not interfere with or obstruct the rights herein granted, and providing the width of said right of way.	
	der, and Grantor(s) shall accept, Grantee's check in the sum
ate of this agreement. If the said sum is not paid or tendered with sall, without further act by the parties hereto, cease and determine on hereinder.	and thercupon Grantee shall be relieved from any further obliga-
<ul> <li>other person lawfully claiming or to claim the same or any particles word "Grantor(s)" shall include Grantor(s)' heirs, executed word "Grantor(s).</li> </ul>	the above granted rights against himself or his heirs and again art thereof, cutors, administrators, successors and assigns, is the case may be
ne word "Grantee" shall include Grantee's successors and assigns a IN WITNESS WHEREOF, Granters have duly executed this	and the whichly or partially owned substitutives.  Indenture the day and provides table recommends. May 22, 1965
	Roverta w. Carter (SEAL FRANK) FRANK Carter GUISEAL
TITNESS:	how Frank Carter fissen
livensey li 'arter	(SEAL
Micoly Helland	(SEAL
	SEAL
Regorded 5/31/65	2 P. M. (SEAL
Regorded 5/31/65	2.P.M. (SEAL

STATE OF SOUTH CAROLINA COUNTY OF COLLETON PROBATE PERSONALLY Appeared before me McKinley A. Carter and made outh the he saw the within named Roverta W. Carter & Frank / soal and as kim act and dood 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 thorwor. Sworn to before me this 22nd day of May, 1965. McKinley A. Carter Shoaly O. Pendarvis, Notary Public for S. C. Soal airlxod STATE OF SOUTH CAROLINA COUNTY OF COLLEGION HENUNCIATION OF DOMER I, Shealy G. Pendarvis, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Roverta W. Carter wife of the within named Frank Carter, Sr. , did this day appear bofore 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 whomseever, renounce, release and ferever relinquish unto the within named South Carolina Electric and Gas Company, its hoire 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 mention and rologsed. Roverta W. Carter Given under my hand and seal this 22nd day of May, 1965.

Recorded 5/31/65 2 P. M.

Shoaly O. Pendarvis, Notary Public for South Carolina

Soal affixed

State of South Carolina,	. ∤ _ GAdeList	The street was Marthib
County of SARKIDE Collecton	o e e e e e e e e e e e e e e e e e e e	garaga kangga sa katalan sa kangga sa Malalana kangga
KNOW ALL MEN BY THESE PRESE		and Daniel Davis
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	X Smerks, South Carolina
a2 11 11 11 11 11 11 11 11 11 11 11 11 11		
of the county and state aforesaid, hereinafter (\$1.00) to me (us) in hand paid, receipt of a	sumetunes referred to as Gram which is hereby acknowledged	ntor(s), fre and in consideration of the sum of the Dal at and below, the signing and smiling of these surrecub, company, a South Carolina Corporation having its princip
office in Columbia, South Carolina, a right of	*	
THIRTY FEET	(+30- ) feet, upon,	, over, under and across lands of Grantor(s) situated in t
•	State of South Ca	المراسية أنسيه
Northerly by lands ofC. Padge	tt and Mims	
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ioutherly by lands ofWillie U	schling and H. Kinsey	
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the second of the second		the of way enters Grantor's land
	2014 01 10	thence extenting across Grantors lan
in a westerly direction to t	he land of M.G. Mims	1
Right of way to be show		Carolina Electric & Gas Company
No. CP-10300, February 8, 19	165	and the second of the second o
It as the right to install, maintain and use a said to construct, maintain operate, replace an to that it will not interfere with the ordinary cannot of gas, oil, petrolesian products or any other Together also with the right from time has and equipment as Grantos may at any time. Together also with the right from time obstructions, upon said right of way and ruch ince or appurtenances when erected, and the reproduction of the provided canned by Grantos in the course of Reserving, however, to Grantors the right hall not interfere with or obstruct the rights healthin the width of said right of way.	anchors and guy wires on land ad alter therous and theseunder cultivation of said land, with vi- er liquids, gases or substances vi- to time to redesign, rebuild or of deen necessary, and the right to time to remove or clear ar- trees beyond the same as in the ight of entry upon Grantor's said the property of Grantor's said the property of Grantor's said constructing, rebuilding or rep- tite to cultivate the ground with crein granted, and provided fu- the Grantee shall tender, and	rafter suid lines and to install such additional lines, appar to remove any line or any part thereof.  A suid keep clear such trees, underbrush, structures and oth e judgment of Grantee may interfere with or sedanger as id lands for all of the purposes aforesaid.  Other than to property cleared or removed as hereinbefor adding said lines shall be borne by Grantee.  In the limits of said right of way, provided that such unther that no building or other structure shall be erect Grantor(s) shall sevept, Grantee's check in the sum
ate of this agreement. If the said sum is not	paid or tendered within the	(0.00 ) within One Year from time specified, the rights and privileges berein grant
hall, without further act by the parties hereto	, cease and determine and the	reupon Grantee shall be relieved from any further oblig
ny other person lawfully claiming or to clair The word "Grantor(s)" shall include G	nt and forever defend the about the same or any part there trantor's(s') helrs, executors, a	we granted rights against himself or his beirs and again of. Uministrators, survessors and assigns, as the case may be
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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 Davissign, their seal and as him act and deed deliverthe within right of way grant for the uses and purposed therein mentioned, and that he with Shealy Q. 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. Soal affixed

STATE OF SOUTH CAROLINA COUNTY OF COLLETON

RENUNCIATION OF DOWER

I, Shealy C. 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 foar 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 mentical 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 Soal affixed

Recorded 5/31/65 2 P. H.

R. D. Plyler to Cox Woodlands Company

STATE OF SOUTH CAROLINA, COUNTY OF COLLETON.

Υ( )

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 //, Page 266, 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 +5 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 nime 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 (%.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 and minutes East for a distance of six and thirty one-hundredths (6.30) chains to a pipe; thence turning and running North 15 degrees 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 pince thence turning and running North 17 degrees 30 minutes East for a distance of thirteen and sixty-eight one-hundredts. (13.03) chains to a point; there turning and running North 14 degrees East for a distance of two (2.00) chains to a point; thence turning and running North , degrees East for a distance of two ( 0.00) chains to a point; thence turning and running North 4 degrees

Recorded June 1, 1965 10 A. M.

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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-North 79 degrees 30 minutes East for a distance of three and thirtyfive one-hundredths (3.35) chains to a point; thence turning and
running South 50 degrees East for a distance of eighty-six onehundredths (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 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 Bast 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 nine and eighty-seven one-hundredths (9.07) 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; 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 bundled coverty and seven tenths (326.7) names and thick said 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

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

Recorded June 1, 1965 10 A. M.

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. B. 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.

or to claim the same or any part thereof.

WITNESS My Hand and Seal this let 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:

100 T. Beckett R. D. Hyler

Thomas B. A. Bryant, IID

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

Personally appeared before me Quee The Rate and made oath that she saw the within named R. D. Plyler sign, seal and as his act and deed deliver the within written beed; and that she with Thomas & Brigant III witnessed the execution thereof.

SWORN to before me this lated day of June, A.D. 1965.

Allow T. Backett

Notary Public, S. C.Thomas B. Bryant, III

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

I, Quality, Motary 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 doclare 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

or right and claim of Dower, of, in or to all and singular the premises within intioned and released.

TVEN under my hand and seal nis 1st day of June, A. D. 1965.

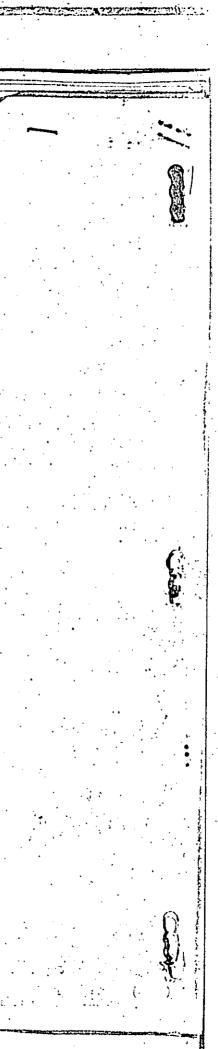
Rhame G. Plyler (SEAL)

(SEAL) Alice Beckett
Notary Public for South Carolina

Recorded June 1, 1965 10 A. M.

9

1-348 FI



RESTRICTIVE COVENANTS GOVERNING AND CONTROLLING THE #600 BLOCKY, BRING A PORTION OF FOREST HILLS SUBDIVISION, ADJACENT TO THE TOWN OF WALTERBORD, COUNTY OF COLLETON, STATE OF SOUTH CAROLINA.

THE RESERVE TO STATE WHEN THE

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 sumbered 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.

l. 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.

assigns, shall violate of 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 provent 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 chail in no wise affect any of the other provisions which shall remain in full force and effect.

Recorded June 1, 1956 3 P. M.

numbered and set out as Lots 602-641, both inclusive, shall be known as residential lots.

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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 demonstructed 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 parmitted 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 of muisance to the neighborhood.
- 5. No trailer, basement, tent, shack, garage, barn, or other outbuilding arcoted in the tract of numbered loss 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 inscallation and maintenance.

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 Sourrage.

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. HoLeod, Jr., and J. W. Skardon, have set their hands and seals this 15th day of May 1965.

Bigned, Shaled and delivered in the presence op:

NOVIT-STEGEL REAL ESTATE COMPANY, INC.

Mary nice & Jacker

nome S. Mila

Sam Siegel, President

L/C. Fishburne

\_\_\_(L.8.)

A MeLaud,

\_(1..S.)

State 12 is

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me Mary Nells 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.

351A

STATE OF SOUTH CAROLINA, COUNTY OF COLLETON.

CONTRACT OF SALE

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-Pive Thousand (\$75,000.00) Dollars and Eighty-Pive 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 figura the per acreage price to be determined by accurate survey at the following prices in regard to the following tracts to-wit: Wes Beech Hill, Sixty (\$60.00) Dollars per acra; 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 sstablished 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.

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 Wulterboro; South by what ic commonly known as Aukland Plantation, lands of the Party of the Pimt 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 Pive (155) acres more or less commonly known as the Lemacks Tract butting and bounding

Recorded June 2, 1965 9 A. M.

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 Purniture Company.

upon the terms and conditions as follows to-wit:

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

:

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 Tastament 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).

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.

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.

WITNESS our land and Seal this lat day of June,

H. Hamilton

the Last Will and Testament of E. B. Sanders, Sr., and as agent for Laura Maner S. Drake and Laura Maner Sanders

FLACK-JONES LUMBER COMPANY, INC.

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 5 h. with N. H. Hamilton witnessed the execution thereof.

SWORN to before me this :

Public for H. Hamilton

Recorded June 2, 1965

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	The state of the s
	KA IW ALL MEN BY THESE PRESENTS to I (We) C. A. Balley
· ·	Hwy 61 Canadys, S. C.
•	and paid receipt of which a hereinal Electric 4 Gas Company - South Carolina Corporation having its principal
	to the bouth Carolina, a right of way, ever such soute as Crantee had selected, having a width of
	SECTION (70-+ ) feet, upon, over, under and across lands of Grantor(s) situated in the
	County of
	Northerty by lands of South Carolina Highway # 61
	Fasterity by lands of Grantor at al
	Southerly by lands of H. H. Battey
;	The second secon
23	
	Said trait contains 28 acres, more or less, and being the same land deeded
٠	LO GE WILDE DE Halloy by doed dared face I/ 1958 Right of way appears
	Grantur's land from South Carolina Richway 661 thonce extending across Grantor's
	and of a westerly direction to the dands of N. H. Bailey.
	Gaus of way to be as shown on Dwg. of South Carolina Electric & Gas Company
	GP-10100 February 8, 1965
	getters with the count to countract, maintain sprease, replace and after thereou and therecooler one or more lines for the nor amission or countract, electric energy, consisting of supporting structures, everbeed and underground conductors and lightning parts over wires, remains were given, pack braves and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as the value of civil maintain and use anchors and guy wires on lands adjacent in the right of way herefor granted; and also the fifth in any construct manchine operate, replace and after thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth other it will not more for with the ordinary cultivation of said land, with values, tievers and apportenant facilities, for the transportation of gas, of petrones o products or any other liquids, gases or substances which can be transported through a pipe line.  Togeties also with the right from time to time to redesign, rebuild or after said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem manasary, and the right to remove any line or any part thereof.  Figurities also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions upon and right of way and such tries beyond the same as in the judgment of Grantee may Interfere with or soldanger said lines or appurtenances, when creeded, and the right of entry upon Crantor's said lands for all of the purposes aforesaid lines or appurtenances, when creeded, and the right of entry upon Crantor's said lands for all of the purposes aforesaid lines or appurtenance, and character in the course of constructing, rebuilding or reporting said lines shall be borne by Grantee.  However, to Grantee in the right such uses shall too more for an option of their structure shall be created within the with at each right of each of each of the grantee within the with at each right of each of the Grantee shall tender, a
	date of this agree out. If the said time is not poid or tendered within the river specified, the rights and privileges berein granted alidle without turber act by the parties hereon one and determine and those son furnishes shall be relieved from any harber obliga-
	TO HAVE ANY TO HOLD the aforesaid rights by the Granton, its succession and arrights as adoresaid.  Control of the control of the succession of the control
	C. A. Bailey
	C. A. Bailey
	do do ver dan an a cometa

recorded 6/8/65 4 P. M.

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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 there mentioned, and that he with Shealy G. Pendarvis x in the presence of the other witnessed the due execution thereof.

Carolyn B. Garrett

Sworm 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 unt 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.



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Ctta Reed 83 Rt 1 Box 143 Cottagentle, S.C.	5-2921 Eili 359.
STATE OF SOUTH CAROLINA ).	Project: Canadyal
COUNTY OF Colletes	
SAND PIT AND	PLANT SITE AGREEMENT
sloan Construction Co., Inc., Box Carolina, afterward referred to a afterward referred to as Owner, a	2008, Phone CEdar 3-3663, Greenville, South s Sloan, and, gree as follows:
Sand Pit herein described at a propertion:	. — — — — — — .
10 miles east of Canddys ,	on north side of SC to 61 approximate
excavated about death of send account	excavate and remove any sand, it will be acres or about
(3) Owner agrees to rent Signature described as follows:  """""""""""""""""""""""""""""""""""	oan a Plant Site for & included in sand price
	he Plant Site and Sand Fit in machine drain as well as it did before and will not
	d, Owner will not allow any other asphalt e and will not allow anyone other than Sloan Sand Pit.
fit from any public road.	he right of access to the Plant Site and Band
(1) The agreement exper	ed Are 31,1965.
WITNESSES:	
Shelme andone	ACCEPTED BY OWNER OF PLANT SITE & BAND PIT
	DATE: March 22, 1865
AS TO SLOAN CONSTRUCTION CO., INC	signed for sloan construction co., inc.
	DATE: March 22 1965
	the second secon
Received from Sloan Construction (	Co., Inc. this day of, e of Agreement above.
WITNESS:	OWNER:
700 5 6 10/21/57	us acres
Porm: 810an 5-6, 10/21/57	16 1 2 menos
16	00 Cr. Recorded 6/14/65 2 P. 1

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Project: Canadys

STATE OF SOUTH CAROLINA COUNTY OF COLLETON

## SAND PIT AND PLANT SITE AGREEMENT

Sioan Construction Co., Inc., Box 2008, Phone CEdar 3-3663, Greenville, South Carolina, afterward referred to as Sioan, 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 approximatel

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 maybre other than Sioan 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.
  - 17) This agreement expires December 31, 1965.

WITNESSES: AS TO OWNERS:	ACCEPTED BY OWNERS OF PLANT SITE A	ND -
Henritita Y. Houel	Clara H. Lewis	
	Date:	- -
oo, Ind.	True Dunn  Date: 6/8/45	. ERC
Frank Miller, Jr.		

Recorded June 14, 1965 2 P. M.

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STATE	OF	SOUTH	CARC	DLINA.	
COUNT	ΥO	F	Coll	eton	

# 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

Pred L. Prager of 112 Bailey Street. Welterboro, S. C. Pereinalter 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 Pirat Pederal Savings and Loan Association of Beaufort by Deed of David L. Smith dated Pebruary 26, 1965, recorded in Deed Book 137, page 494, Colleton County.

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STATE OF SOUTH CAROLINA.
COUNTY OF CONTROLS,

AGREEMENT AND CONTRACT OF SALE

THIS ACREEAUNT, made and emercal into by and between FRIST PRINTRAL SAVINGS AND LOAN

ASSOCIATION OF BRAUPORT, Besidoet, South Carollan, ben builder called "ASSOCIATION," and

Erad haltedwarfor H2 Briter steady, walterbrie, E. C.

erdaafter collect "POCCEASER," abidier ome or overs,

### WITNESSETH:

1. That the Association is the owner of ...

All that pertain lot of land, t. g. cape with end beiling, and improvements therebo, in the Toun of Waltereboo, Dougfy of Colleton, State of Dougfy of Colleton, State of Dougfy of Colleton, State of Dougfy Country of Colleton, State of madenting ar lottower. On the Worth by Bailey Street, and meaning there is the few of the conting the same of the conting that of the colleton can head of this observative there are headed fitty one five teath of the colleton of the colleton

This is the scene proverty of every discript of equipment and provided and found of course of the co

6-22-1965

<b>3</b>	Two Hundred and No/100
o be paid in	the manner following: The sum of Two Hundred and No/100
y <b>, -</b>	(\$ 200,00 ) Dolla
being hereby	paid (the receipt thereof being acknowledged by the Association). Upon the payment unto said Association
	sum of Pive Thousand, Three Hundred and No/1000
or the further	
	(\$ 5 , 300 . 00 ) Dollar
	from date at the rate of six (6%) per cent per annum, until paid in full; subject to the recitals hereinaft said Association covenants and agrees, and binds itself and its successors and assigns, to convey the above
decribed real	property unto the said Pred L. Preser
warranty, fre	(their) heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple from encumbrances. The said principal and interest shall be payable at the offices of said Association, N
920 Bay Stre	et, Beaufort, South Carolina, in monthly installments of Porty and No/100
	(\$.40.00) Dolla
	ncing on the first day ofAugust
until the prin per annum. I said Contract ance as shall thereof, with	cipal and interest are fully paid. Unpaid interest to hear interest thereafter at the rate of six (6%) per ce the said monthly payments shall be applied as follows, to wit: First, to the payment of interest due on the of Sale, computed monthly. Second, to the payment by the Association of such taxes, assessments, or insuffrom time to time become due on the property pledged to secure this Contract of Sale during the term interest thereon at the rate of six (6%) per cent per annum. Third, the balance of the said amount to that extent as a credit as of that date on the principal of this obligation. Said payments to continue until the
,	interest, taxes and insurance, with interest as herein provided, are paid in full.
•	(\$) Dollar
all encumbras	on will deliver, or cause to be delivered, to the Purchaser a Deed in fee to the said premises, free and clear onces, except such as are herein assumed by the Purchaser, and the Purchaser shall, upon the execution and the Deed, execute and deliver to the Association a Note and First Mortgage Lien over the above-describe
property for s	aid sum of
,,,	•••
	onthly installments; with interest thereon at the rate of six (6%) per cent per annum, until paid in full, a said Association.
	at the Purchaser is to have the immediate possession and use of the said premises, and he (she) is to do not the said premises that would injure or depreciate the value of the same.
	t it is agreed that the Purchaser shall pay all taxes, insurance and water rents chargeable against the sail any and all assessments levied by law against the same, accruing and falling due from and after thes
	will deposit monthly with the Association the additional sum amount to Pive and No/100
	(\$ 5.00 ) Dollar
	I to one-twelfth of the amount approximately necessary annually to pay the amount of taxes, assessments an the premises, over and above the installment, which amounts are to be retained by the Association and pai as they fall due. The Association reserves the right to increase or decrease this payment should there be
for Purchaser	ge in either the taxes or insurance premium.

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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 proided 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

·	June , 196 5 , and witness the Han
Seal of the within Fred L. Praser	
21st day of June, 196	5
ned, Sealed and Delivered in Presence of:	
Grace & South	FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL  By. Californ Thomas, President.
•	ATTEST:
hear Concelle	James G. THOMAS, Manager,  Fred J. Trash Prod L. Prosor Puckaser,  (SEAL)
B Emmelt Palsage - 2000000	Prod L. Proser Purchaser.  (SEAL)

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7. Plan the premises we bought and odd in their process sizes of requir. As an additional to neither they for the unremember, the premises shall been the premise a head to be described in good repair, and failure to the action of the Acceptance, a violation of this large entent article and a violation of this large entent article are retlation that the constitution of the constitution.

8. In the words the soft Purchaser shall fail promptive to rates may of the months preprint or largests of a problem of the soft for it shall fail to pay when the may in attence or minutes, and a remit of the content chargests, as a does and printies, or should my mentiley payment and or morella massimist acress my to pay have a fair through the northly payment and or morella massimist, state or or through the fair that the soft of filters of the soft of the soft in the soft in the soft of the

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Comparate similar in hereto officed, this RIST day of Junes 1985. And process the Openia

and the mining | Fred L. Freder

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who, on oath, says that she saw the within-named First Fede President, sign the within Sales Contract, and Carba See	eral Savings and Loan Association of Beauf	ort, by Calhot	n Thomas, it
President, sign the within Sales Contract, and Carl E-He	odialia, its Secretary-Brancour, attest the	same, and the	said Corpora
ion, by said officers, seal said Contract, and, as its act and de	red, deliver the same, and that the with		
Myrtle G. Eppe	witnessed the execution thereof.	.1 .5.	
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COUNTY OF Beaufort	, 5		<b>:</b> *
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nd made oath that he saw the within-named	L. Fraser		1
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ign, seat, and, as h 1 8 act and deed, deliver th	ne within-written Sales Contract; and that	he with	
9 Emmett Gahagan	within-written Sales Contract; and that	he with	
9 Emmett Gahagan	witnessed the execution thereof.		
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STATE OF SOUTH CAROLINA, COUNTY OF

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

Fred L. France

# **CONTRACT OF SALE**

I hereby certify that the within Contract has been

this \_\_\_\_\_ day of \_\_\_\_\_ A.D.

19......, recorded in my office in Book

Clerk of the Court of Common Pleas and General

. . .

270700

DEEDS

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### REVOCATION OF POWER OF ATTORNEY

FEDERAL HATIONAL MORTGAGE ASSOCIATION

NOW ALL MEN BY THESE PRESENTS: That Federal National Mortgage Association, Corporation organised under an Act of Congress and existing pursuant to the rovisions of the Federal Mational 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 195 day of April, 1965,

(SEAL)

DISTRICT OF COLUMBIA, sa:

Personally appeared before me, W.T. Jacobs Who, being duly sworm says that he saw the corporate seal of the FEDERAL MATICUAL MORNTAGE ASSOCIATION affixed to the foregoing Revocation of Power of Attorney, and that he also saw A. C. Hemstreet . . Secretary, of said J. S. Baughman, President and 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.

Sworm to and subscribed before me

District of Columbia

My commission expires: December 14, 1989

SOUTH CAROLINA

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•	
8	Itate of South Carolina,
	} June 14, 1965
•	ounty of Colleton
4	KNOW ALL MEN BY THESE PRESENTS that I (We) Herman R., Robertson
١.	Smosks South Carolina
119	recursty and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar in to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do by bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal
Đ	live in Columbia, South Carolina, a right of way, over such soute as Grantse had selected, having a width of
	FORTY (-40- ) feet, upon, over, under and across lands of Granter(s) situated in the
	punty of State of South Carolina, bounded as follows:
	•
N	ortherly by lands of A. L. Smoak
F.	uterly by lands of Smith Estate
	outherly by lands of Grantor et al
	·
W	esterly 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
•	
-	Grancot'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
disconsistent of the second of	is ther with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or siribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, annumication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, so all 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 late 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, to leave and appurtement facilities, for the transportation of said land, with valves, to leave and appurtement facilities, for the transportation of the period of the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparated 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 infractions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with ar endanger said are 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 twided) 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 all not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected thin the w
	And it is a condition of this grant that the Grantee shall tender, and Granter(s) shall accept, Grantee's check in the sum of
ah	FIFTY
<b>a</b> n	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 beins and against yother person lawfully claiming or to claim the same or any part thereof.  The word "Grantor(s)" shall include Grantee's successors and assigns, as the case may be, to word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.
11	IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above scripton:
	Alma Reports on the Control of the C
₩	Herman R. Robertson. (SBAL)
	(SEAL)
~	Mealy Hillsedam (SEAL)
	(SEAL)
	Recorded June 24, 1965, at 2 P.M. (SEAL)

Recorded June 25- 1965- 30m

? /. <i>X</i>			ter i r		<b>5</b> )
tate of South Carolina,	}			The second second	
Personally appeared before me	C. P. Robertson			he saw the within named	
m, seal and as his act and deed deliver Shealy G. Pendar	the within right of way gr	in the presence of a	ch other, witnessed	the due execution thereof.	
Sworn to before methin	14th day of	Cip Rabel	1son	19 65	
TATE OF SOUTH CAROLINA,	otary Public for S. C.	•			÷
Personally appeared before me				he saw the within named	
m, seal and as his act and deed deliver					
Sworn to before me this	day of	<u> </u>	:	, 19,	:
NATE OF SOUTH CAROLINA,	otary Public for S. C.				•
Personally appeared before me d made oath that	the within named	·			
ntioned, and that	unce as witnesses thereto.				
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musty of Colleton	<b>)</b>		ON OF DOWE		4
nunty of Colleton Shealy G. Penda	rvis, Notary Publ	ic for South Car ertson	rolina the	do hereby certify	, X
to all whom it may concern that Mrs  XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	Madga G. Rob. Robertson hat she does freely, volunte and forever relinquish unto state, and also her right as	CRESON South Car CRESON did this day app arily and without any the within named Son and claim of dower of, i	colina , the bear before me, and compulsion, dread the Carolina Electric	wife of the within named upon being privately and or fear of any person or and Gas Company, its	, Y
sunty of Colleton Shealy G. Penda to all whom it may concern that Mrs  XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	Madga G. Rob. Robertson hat she does freely, volunte nd forever relinquish unto state, and also her right as	ic for South Car extson did this day app acily and without any the within named Son	colina , the bear before me, and compulsion, dread the Carolina Electric	wife of the within named upon being privately and or fear of any person or and Gas Company, its	, Y
I. Shealy G. Penda I. Shealy G. Penda II. Shealy G. Penda III. Shealy examined by ne. did declare troops whomosever, renounce, release as us and assigns, all her interests and ecutioned and released.  Civys under my hand and seal the continued and released.	rvis. Notary Publ Madge G. Rob. Robertson hat she does freely, volunt and forever relinquish unto state, and also her right as	CRESON South Car CRESON did this day app arily and without any the within named Son and claim of dower of, i	colina, the pear before me, and, compulsion, dread of the Carolina Electric in or to all and sing	do hereby certify wife of the within named upon being privately and or fear of any person or and Gas Company, its gular the premises within	, Y
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STATE OF SOUTH CAROLINA.

COUNTY OF COLLETON.

PERSONALLY APPEARED Beforeme Mamie C.Smoak who make oath that he saw the withink 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.Pendarris, in the Presence of Eahh other, witnessedthe Execution thereof.

SWORn to before me this 7th day of EMMEXX. May 1965

Mamie C.Smoak

Shealy G.Pendarvis.
Notary Public for S.C.
Scal 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.

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 Haner 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 scaling 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 lundred Fifty-One (251) actes according to a Plat hereinafter referred to and having such courses, distances, metes, and bounds as Collows 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 Cas 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 Horth 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 Coupany, 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 , REC 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 Morth 840 East for a distance of 20 70/100 chains to an iron; thence running South 130 West along the Atlantic Coast Line Railroad right-of-way for a distance of 2 25/100 chains to an iron; thence running South 400 500 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 70 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 PlatBook , Page , REC 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, mates, 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 Lorth 31° East for a distance of 6 and 26/100 chains along Lands 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 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 Drake to an iron; 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 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., Eurveyor, dated June 23, 1965, and recorded in Plat Book, Page, RIC 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 Mitter; East on State Road No. 37 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 <u>lickman Tract</u> for Flack-Jones Lumber Company" by G. E. Miley, Jr., Surveyor, dated 23 June, 1965, and recorded in Plat Book //, Page 273, REC 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, Hary 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 MAVE AND TO MOLD, 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 winth year of the Sovereignty and Independence of the United States of America.

GIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

of the Last Will and Testament of E. B. Sanders, Sr.

Laura Maner S. Drake

& C Stamps 129.00 Decleral 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, Ur., Individually, sign, seal, and as his 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. Luly & Simone

DEEDS

STATE OF SOUTH CAROLINA, COUNTY OF COLLETON.

PERSONALLY appeared before me <u>EVELYN R. SIMONS</u> 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,

Gr., sign, seal, and as his act and deed, deliver the within written Deed, and that she with <u>AUBURN J. BRIDGE</u> witnessed the execution thereof.

SUORN to before me this 25th day of June, 1965. Carlon R. Simons

Ruhum & Bridge Wotary Public for South Carolina.

STATE OF SOUTH CAROLINA,)

and made oath that the saw the within named Laura Maner Sanders sign, scal, and as her act and deed, deliver the within written Deed, and that the with <u>AUBURN J. BRIDGE</u> witnessed the execution thereof.

SWORN to before me this 25th day of June, 1965.

4 July R. Simons

Stary Public for South Parolina.

DEEDS

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STATE OF SOUTH CAROLINA,

The state of the s

PERSONALLY appeared before me <u>EVELUN P. SIMONS</u> and made oath that She saw the within named Laura Haner S. Drake sign, seal, and as her act and deed, deliver the within written Deed, and that she with <u>AUBUPN J. PRIDGE</u> witnessed the execution thereof.

SWORN to before me this 25th day of June, 1965. 4 Lucy R Simons

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 Ers. 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 there and Geal, this 25th day of

June, 1965.

Follows J. Bridge

Age 6 anne 7. Sandars

State of South Carolina,	
County of Colleton	
KNOW ALL MEN BY THESE PRESENTS that I (W	(e) H. M. Kinsey
	Walterboro, South Carolina
(11.00) to me (us) in hand paid, receipt of which is hereby	rred to as Grantor(s), for and in consideration of the sum of One Dulla acknowledged at and before the signing and seeling of these presents de cetric & Gas Company, a South Carolina Corporation having its principal
office in Columbia, South Carolina, a right of way, over such	
FORTY (-40	O-) 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 H	Highway #217
Basicily by lands of W. H. Varn	
Southfully by lands of Grantor et al	
Westerly by lands of J. P. Strickland	1
Said tract contains 219 acres, mo	ore or less, and being the same land deeded
to Grantor by J. E. Carter by deed dat	ted February 20, 1956. Right of way enters
I 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.	
/·	•
11.	rg. of South Carolina Electric & Gas Company
No. CF-10300, February 8, 1965	
distribution of electric energy, consisting of supporting structure combineration wires, gave, mish fraces and other accessory a feelf as the right to install, maintain and use anchors and gay out the construct, maintain, operate, replace and alter thereon is that it will not interfere with the ordinary cubit atton of said or green of green of green of green of green of green with the right from time to time to reduct and equipment as Grantee may at any time deem necessary.  Together also with the right from time to time to remember of the property of the property of the property of the property of provided) caused by Grantee in the course of constructing, refreshed caused by Grantee in the course of constructing, refreshed to interfere with or obstruct the right berein granted, at within the width of said right of way.  And it is a condition of this grant that the Grantee sha	sign, rebuild or after said lines and to install such additional lines, appara- r, and the right to remove any line or any part theteof, one or clear and keep clear such trees, underbruish, structures and others e same as in the judgment of Grantee may interfere with or endanger said on Granter's said lands for all of the purposes aforessid. f Grantor(s) (other than to property cleared or removed as hereinbefore
date of this agreement. If the said sum is not paid or tendere shill, without further act by the parties hereto, ceaso and deteron becomes.  TO HAVE AND TO HOLD the aforesaid rights by the And the Grantor(s) agree(s) to warrant and forever any other person lawfully claiming or to claim the same or "The word "Grantor(s)" shall include Grantor(s(s)" and the Grantor(s) and other person and other person is shall include Grantor(s) and other persons and other persons and other persons are also better the persons and other persons are also better the persons and other persons are also better the persons are persons and the persons are also better the persons are persons and persons are persons are persons and persons are p	ed within the time specified, the rights and privileges herein granted ermine and thereupon Grantee shall be relieved from any further obliga- ne Grantee, its successors and assigns, as aforesaid, defend the above granted rights against himself or his hein and against any part thereof.  75, executors, administraturs, successors and assigns, as the case may be assigns and its wholly or partially owned subsidiaries.  86 this indenture the 7 28th day of
•	H. M. Kinsey (SEAL)
Shealy G. Pendarvis  recorded 7/6/65 12 A. M.	H. M. Kinsey (SEAL)
The state of the s	= (SEAL)
Shoot of Pandamia	(SEAL)
SUGATA Of LAUGULATO	SEAL)
recorded 7/6/65 12 A. M.	
	SEAL)

	179 with Carolina,	}		No.	1.		
Personally	appeared before me	Octavia W. Ki Kinsey	9 19 19 19 19 19 19 19 19 19 19 19 19 19			*.	. \\`i
Shealy	G. Pendarvis	i.hda	in the pres		witnessed the due	execution thereof	· · · (L
TATE OF SOU	Pendarvis Rotal TH CAROLINA, County			and mad	e oath that he saw	r the within names	,
ign, seed and as b	is set and deed deliver the	within right of w.	y grant for the i		herein mentioned,	and that he with	 1
	Notar	y Public for S. C.		,			
Personally nd made onth the w the hand of operate wal, an	appeared before me saw the	within named	ver the within v	vritten instrument	for the uses and	sign, affix th I purposes therei	. '
worn to and sub	scribed before me, this	D., 19					t Ta
County of	Colleton Shealy G. Pendarvi	s Notary Pu	blic for So	UNCIATION OF outh Carolina by		, do hereby certif	
graf dely ex time secono schimistos	H. N. Kinsey ed by me, did declare that yer, renounce, release and b all her interests and estab	she does freely, vo	into the within i	his day appear befo bout any compulsi named South Carol	re me, and, upon on, dread or feat ins Electric and	being privately and r of any person of Gas Company, it	и и
Shealy Q	er my hand and seal this. Notal Pendarvis - 8	28th y Public for S. C. eal affixe	day ofd	ilg mordum	h Kingo	1965	Ž
LN.		y Gas	te County paper on the Cou	7/6/65 1	of Deeds v		
COLLETON  TO F WAY GRAN	M. Kusen	TO Carolina Electric & Company	une 28th	the A. I	o'dock in the in Book ity on page		
RIGHT OF	N. B	uth Caroli	d. June 28th	A Carolina, on the	recorded in Book		

***	
State of South Carolina,	June 28, 1965
County of Colleton	
KNOW ALL MEN BY THESE PRESENTS	that I (We) H. M. Kinsey
H	Walterboro, South Carolina
<u> </u>	
(\$1.00) to me (us) in hand paid, receipt of which	imes referred to as Crantor(s), for and in consideration of the sum of One Dolls is hereby acknowledged at and before the signing and sealing of these preserve. It rolina Electric & Gas Company, a South Carolina Corporation having its principal
office in Columbia, South Carolina, a right of way,	over such route as Grantse had selected, having a width of
SEVENTY	( -70- ) feet, upon, over, under and across lands of Crantor(s) situated in th
County of Colleton	
Northerly by lands of South	Carolina Highway 217
Restrity by lands of No. He '	/arn
Southerly by lands of Granto	et al
Westerly by lands of J. P.	Strickland
Said tract contains 189	ncres, more or less, and being the same land deeded
to Grantor by J. M. Kinsey an	Hattie Kinsey by deed dated 1905; by Jeed
of Ervin Smoak dated September	21, 1957; by deed of Reba F. Smoak dated Deb. 16, 19
Right of way enters Grant	or's land from the land of W. H. Varn thence extending
across Grantor's land in a we	storly direction to the land of J. P. Strickland,
Right of way to be as shown of	Dwg, of South Carolina Electric & Gas Co. No.Cp-1030
distribution of electric energy, consisting of supporting communication wires, guys, push braces and other secret as the right to install, maintain and use anchors that it will not interfere with the ordinary cultivation of gas, oil, petroleum products or any other liquid Together also with the right from time to time the sand equipment as Grantee may at any time deem Together also with the right from time to time obstructions, upon said right of way and such trees beliese or appurtenances when erected, and the right of PROVIDED, however, any damage to the provided) caused by Grantee in the course of constructions interfere with or obstruct the rights herein gwithin the width of said right of way.	e, replace and after thereon and thereunder one or more lines for the transmission or g structures, overhead and underground conductors and lightning protective wires cossory apparatus and equipment deemed by Grantes to be necessary ther for, as and guy wires on lands adjacent to the right of way herein granted; and also the thereon and thereunder a line or lines of pipes, all pipe to be builed to such depth ion of said land, with valves, theovers and appurtenant facilities, for the transportades, gases or substances which can be transported through a pipe line, as to redesign, rebuild or after said lines and to install such additional lines, apparancessary, and the right to remove any line or any part thereof.  The to remove or clear and keep clear such trees, underbrush, structures and other eyond the same as in the judgment of Grantee may interfere with or endanger said entry upon Grantor's said lands for all of the purposes aforesaid.  Toporty of Grantor's () (other than to property cleared or removed as herestabetoes ucting, rebuilding or repairing said lines shall be borne by Grantes, "  Living the ground within the limits of said right of way, pibyided that such way ranted, and provided further that no building or other structure shall be tree to remove shall tender, and Grantor(s) shall accept, Grantee's shade to the sum of
EIGHT HUNDRED00/100 date of this agreement. If the said sum is not paid	or tendered within the time specified, the rights and privileges heretar granted
tion hereunder.	and determine and thereupon Grantee shall be relieved from any further obliga- hts by the Grantee, its successors and assigns, as aforesaid.
And the Grantor(s) agree(s) to warrent and any other person lawfully claiming or to claim the The word "Grantor(s)" shall include Grantor	forever defend the above granted rights against himself or his heirs and against
	y executed this indenture the day and year first above written:
	H. M. Kinsby (SEAL) (SEAL)
WITNESS:Octavia W. Kinsey	(SEAL)
	(SEAL)
Shealy O. Pendarvis	
Shealy 0. Pendarvis	(SEAL)
recorded 7/6/65 12 A	. M.
ده همان از این از این	(SEAL) (SEAL)
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State of South Carolina,	•	• •	• • • • • • • • • • • • • • • • • • • •	i
County of Colleton				
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II. M.	Cinsey	***		L AND THE COLUMN THE C
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sign, seal and as his act and deed deliver the within	turne was by their	for the uses and		interest, and that the will
Shooly G. Pendaryis			1	\ <del>\_</del>
		Dot .	11 Co.	
20.1	H-401	Coctavir	W.Kinsey	
Below to before me this 28th	day of	Jung		
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STATE OF SOUTH CAROLINA,	1200	·		
County.				
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sign, seal and as his act and doed deliver the within				
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Sworn to before me this	day of		······································	
Notary Public	for S. C.	•	•	
STATE OF SOUTH CAROLINA.				
			•	. 1
Personally appeared before me				
and made outh that				t t
by the hand of				sign, affix the
corporate seal, and as the act and deed of said corpo	oration deliver the			
mentioned, and thatwithwith.			witnessed	the execution thereof and
subscribednames as wit		•	• •	•
Sworn to and subscribed before me, this	1		-	
day of				<del></del>
(L	S.)			
State of South Carolina,				(A
} <b>#</b>		RENUNCIA'	TION OF DOWE	ER ] 🖁
County of Colleton Shealy G Pendarvis Nota	py Public f-	or South Co-	olina	
· · · · · · · · · · · · · · · · · · ·				74.
unto all whom it may concern that Mrs				
separately examined by me, did declare that she door	s freely, voluntarily	, did this day a	ppear before me, and y compulsion, dread	d, upon being privately and or fear of any person or
separately examined by me, did declare that she does persons whomsoever, remounce, release and forever re- heirs and assigns, all her interests and estate, and at	clinquish unto the	within named S	outh Carolina Electr	ric and Cas Company, its
mentioned and released.	···· or region with t			
	<u> </u>	Marshelle -	M. Laure	n Kmary
Short under my hand and seel shis	hh;	Act Act	Aurin Kinse	y 19 65
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Shealy G Fendarvis - Seal ai	(or S. C.			
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•	140014	ded 7/6/65	12 A. M.	<b>,</b>
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OF WA  M. KINSE	lina Elec Company 28th	2 J		980
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COLLETON COLLETON OF W		( '8	S. J. S. W.	.5
COLLETON RIGHT OF WAY GRANT R. H. H. KINSEY TO	Caroli June	<b>1</b> 2 7	iper on the construction of the construction o	€ → · ·
5	_ 7	<b>⋒</b> ⋛⋑⋛⋰	ğ ~ §	₹ 🕠 T 🕥
	<b>4</b>	<u> </u>	3 §	g { }
Elec.	South Carolina Electric & Company  Special June 28th	Received to the Clerk's Office of the County	South Carolipar on the day of L. C. o'clock in the and recorded in Book	for said County on page

Country of Collecton   June 28, 1965   II. M. KINSEY    Walterboro, South Carolina    Walterboro	State of South Carolina,	, , , , , , , , , , , , , , , , , , , , , ,
ENOW ALL MEN BY THESE PRESENTS that I (We)  Walterboro, South Carolina  It he county and state alcreased, hereinafter consettines referred to a Crantor(1), for and in consideration of the sun of One Do (1100) to me (us) in hand paid, secrity of which is hereby echnowledged at and before the signing and sealing of these presents of the sun of One Do (1100) to me (us) in hand paid, secrity of which is hereby acknowledged at and before the signing and sealing of these presents of the sun of One Do (1100) to County of Colleton  SEVERTY  (*70**) feet, upon, over, under and secrets and the forest lead of Crantor(s) situated in Severity by leads of  South Carolina Highway 217  County of Colleton  South Carolina Highway 217  County by leads of  South Carolina Highway 217  County by leads of  J. P. Strickland  Said tract contains 140 acros, more or leas, and being the same land danded 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 W. H. Varn thence extending across Grantor's land in a westerly direction to the land of W. H. Varn thence extending across Grantor's land in a westerly direction to the land of W. H. Varn thence oxtending across Grantor's land in a westerly direction to the land of W. H. Varn thence oxtending across Grantor's land in a westerly direction to the land of W. H. Varn thence oxtending across Grantor's land of the replace with the spid to coverne, proporting travers, exceeded and underground conductors and lightning protective we have been proved by the secret covery, constitute of species and there there are the benefits of the proporting travers, exceeded and underground conductors and lightning protective we have also been proved by the secret covery, constitute of species and there were not the results of the coverners. A proportion of the proves on lands adjacent to the right of way been granted and the coverners and the proportion of the pr	}# Ju	ine 28, 1965
if the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Do 111(0) to m (us) in hand paid, secrity of witch in hereby achieved at and before the signing and sealing of these presents, seemed the paid of the paid of the presents of the seal to content the South Carolina Electron of Company, a South Carolina, a right of way, ever such route as Granton had screen hands of Granton(s) situated in SEVENTY  (*70-*) feet, upon, over, under and across hands of Granton(s) situated in SEVENTY  (*30-*) feet, upon, over, under and across hands of Granton(s) situated in Seventhy by lands of Carolina Highway 217  South Carolina Highway 217  South South Carolina Highway 217  South South Carolina Highway 217  South by lands of Grantor et al.  Westerly by lands of J. P. Strickland  Said tract contains 140 across, mate or long, and being the same land danded.  to Grantor by J. C. Phillips by deed dated January 12. 1962. Right of way enters  Grantor's land from the land of M. 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 DNG, of South Carolina Electric & Gas Company.  No. CP-10300, February 8, 1965  ngelber with the right to contract, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission of altered energy, consisting of supporting structures, overhead and underground conductors and lighting posteries when the right to contract, maintain, operate, replace and alter thereon and thereunder also or lines of pipes, all pipe to be buried to such de plut a supplement and contract character with company of the resonance of the supplement as Granton may at any time to two by one of such as a contract, maintain, operate, replace and alter thereon and thereunders also no libred through a pipe into the buried of such de plut and the such as a contract of such despite the purpose of the such as a contract of such despite the such as a contr		H. M. KINSEY
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18.100) to me (uu) in hand paid, recept of which is hareby school-deged at and before the signing and sealing of these presents, hereby beging, again and convey to the South Carolian Secretive Acc Company, a South Carolian Carolian and Secretary (-70-) feet, upon, over, under and across leads of Granter(s) situated in SEVENTY (-70-) feet, upon, over, under and across leads of Granter(s) situated in SEVENTY (-70-) feet, upon, over, under and across leads of Granter(s) situated in Seventry by leads of South Carolian Highway 217  Southerly by leads of South Carolian Highway 217  Seaterly by leads of J. P. Strickland  Said tract contains 140 across, more or long, and being the same land decided to Granter by J. C. Phillips by deed dated January 12, 1962. Right of way enters Granter's land from the land of W. H. Varn thence extending across Granter's land in a westerly direction to the land of J. P. Strickland.  Right of way to be as shown on DWG, of South Carolian Electric 5 Cas Company. No. CP-10100, February 8, 1965  Deputer with the right to contract, maintain, operate, replace and site thereon and therrunder one or more lines for the branching the strict in strict in strict in strict in strict in the right to contract, maintain, operate, replace and site thereon and therrunder one or more lines for the branching to superiors with the right to contract, maintain, operate, replace and site thereon and therrunder one or more lines for the branching of superiors in the strict in strict in the right to contract, maintain, operate, replace and site thereon and therrunder one or more lines for the branching of superiors and the strict of the stric		
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ngesher with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission listribution of electric energy, constring of supporting structures, overhead and underground conductors and lightning potentive we immunication wires, guys, push braces and other accessivy apparatus and equipment elemed by Ginete to be necessary therefor, while as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also this to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, in the construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, the tit will not interfere with the ordinary cultivation of said land, with valves, ticovers and appurtenant facilities, for the transposition of gus, oil, petroleum products or any other liquids, gaser or rubstances which can be transposited 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, appuras and equipment also can be right of more than the time to time to remove or clear such trees, underbrush, structures and of obstructions, upon said right of way and such trees beyond the same as in the judgment of Granter may interfere with or endanger a lines or appurtenances when crected, and the right of entry upon Grantor(s) (other than to property cleared or removed as hereinber provided) caused by Grantes in the course of constructing, rebuilding or repairing said lines shall be borne by Grantes.  Reserving however, for Grantor the right to cultivate the ground within the limits of said right of way, provided that such shall not interfero with or obstruct the rights herein granted, and provided further than to building or other structure shall be error within the width of said right of way.  And it is a condition of this grant that the Grantes shall tender, and Grantor(s) shall accept, Grantes'	Right of way to be as shown on DWG.	of South Carolina Electric & Gas Company
ilistribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective with immunication writer, gury, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, all as the right to install, maintain and use anchors and guy writes on lands adjacent to the right of way herein granted; and also ght to construct, maintain, operate, replace and alter thereon and thereusder a lies or lices of pipes, all pipe to be buried to such de that it will not interfere with the ordinary cultivation of said land, with valves, ticovers and appartenant facilities, for the transport for those of the right from time to time to rederign, rebuild or alter said lines and to install such additional lines, appares and equipment as Grantee may at any time deem necessary, and the right to remove any line or eavy part thereof.  Together also with the right from time to time to remove or cleas and keep clear such trees, underbrush, structures and or obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger a lines or appurtenances when errected, 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 hereinber provided) caused by Grantees in the course of constructing, rebuilding or repairing said lines shall be home by Grantee. The structure with or obstruct the rights herein granted, and provided further than to property cleared or removed as hereinber provided? Caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be home by Grantee. And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's chock in the sum one.  ONE THOURSAND TWO HUNDRED	No. CP-10300, February 8, 1965	
TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its necessors and assigns, as aforesaid.  And the Granter(s) agree(s) to warrant and forever defend the above granted rights against himself or his beirs and against other person lawfully claiming or to claim the same or any part thereof.  The word "Granter(s)" shall include Granter's(s') heirs, executors, administrators, successors and assigns, as the case may the word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.  IN WITNESS WHEREOF, Granters have duly executed this indenture the day and year first above written:  H. M. Kinsey (SEA H. M. Kinsey) (SEA H. M. Kinsey) (SEA G. Pendarvis (SEA G.	distribution of electric energy, consisting of supporting structures, of imminication wires, guys, push braces and other accessory apparell as the right to install, maintain and use anchors and guy with the construct, maintain, operate, replace and alter thereon and is, that it will not interfere with the ordinary cultivation of said is a fine of gas, oil, petroleum products or any other liquids, gases or a Together also with the right from time to time to redesign, has and equipment as Grantee may at any time deem necessary, and Together also with the right from time to time to remove obstructions, upon said right of way and such trees beyond the sailines or appurtenances when errected, and the right of entry upon G PROVIDED, however, any damage to the property of Grippovided) caused by Grantes in the course of constructing, rebuild.  Reserving however, to Grantors the right to cultivate the gishall not interfere with or obstruct the rights herein granted, and position the width of said right of way.  And it is a condition of this grant that the Grantee shall to ONE THOUSAND Two HUNDRED	orthead and underground conductors and lightning protective wise satus and equipment deemed by Grantee to be necessary therefor, a set on lands adjacent to the right of way herein granted; and also the thereunder a line or lines of pipes, all pipe to be buried to such dept und, with valves, tieovers and appurtenant facilities, for the transports ubstances which can be transported through a pipe line.  Tebuild or after said lines and to install such additional lines, appared the right to remove any line or any part thereof.  The right to remove any line or any part thereof.  The right to remove any line or any part thereof.  The right to remove any line or any part thereof.  The right to remove any line or any part thereof.  The right to remove any line or any part thereof.  The right to remove any line or any part thereof.  The right to remove any line of the purposes aforeasid.  The right and lines and lines and the purposes aforeasid.  The removed as hereinbeford ding or repairing said lines shall be borne by Grantee.  The removed of the right of way, provided that such us revided further that no building or other structure shall be creeks ender, and Granter(s) shall accept, Grantee's check in the sum of the limit of the part of the right and privileges berein granter within the time snextfied, the rights and privileges berein granter.
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State of South Carolina,		. <b>⊅</b> ′1
·	# June 28, 1965	
County of Colleton		
know all men by these presen	TS that I (We) '- H. M. Kinsey	
D	Walterboro, South Caro	lina
<b>a</b>		
of the county and state of small benefit as	metimes referred to as Grantor(s), for and in cons	Character of the part of the D. D.
(\$1.00) to me (us) in hand paid, receipt of wh	ch is hereby acknowledged at and before the signin Carolina Electric & Gas Company, a South Carolin	g and sealing of these presents, do
office in Columbia, South Carolina, a right of	vay, over such muste as Grantee had selected, havin	ig 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 foll	owe:
Northerly by lands of South C	arolina Highway 217	
Easterly by lands of W. H. V	ara	
Southerly by lands of Grant or	et al	<del></del>
Westerly by lands of	rickland	
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. RI	ght of way enters
Grantor's land from the land	of W. H. Varn thence extending acr	oss Grantor's land
in a westerly direction to th	land of J. P. Strickland.	<del></del>
Right of way to be as sh	own on Dwg. of South Carolina Elec	tric & Gas Company
No. CP-10300, February 8, 196	5	
distribution of electric energy, consisting of suppy minimization wires, guys, push braces and other rill as the right to install, maintain and use another to construct, maintain, operate, replace and that it will not interfere with the ordinary culture of gas, oil, petroleum products or any other. Together also with the right from time to tus and equipment as Grantee may at any time of Together also with the right from time to obstructions, upon said right of way and such trilines or appurtenances when erected, and the right PROVIDED, however, any damage to the provided) caused by Grantee in the course of caused by Grantee in the caused by Grantee in t	erate, replace and alter thereon and thereunder one string structures, overhead and underground conduc- re accessory apparatus and equipment decemed by C shurs and guy wires on lands adjacent to the right of alter thereon and thereunder a line or lines of pipes, tivation of said land, with valves, tievers and appa- liquids, gases or substances which can be transported time to redesign, rebuild or alter said lines and to eem necessary, and the right to remove any line or - et beyond the same as in the judgment of Grantee is at of entry upon Grantor's said lands for all of the p as property of Grantor(s) (other than to property but to cultivate the ground within the limits of said rights granted, and provided further, that no building granted, and provided further, that no building	tors and lightning protective wires birances to be necessary therefor, a of way herein granted; and also the all pipe to be buried to such depth riemant facilities, for the transportal d through a pipe line. Install such additional lines, appara- any part thereof, s, underbrush, structures and other may interfere with or endanger said surposes aforesaid. cleared or removed as hereinbefore e borne by Grantee.
within the width of said right of way.	on Grantee shall tonder, and Granter(s) shall accept	•
date of this ogreement. If the said sum is not p shall, without further act by the parties heroto, tion hereunder.	00/100 Dollars (§ 1,400.00 ) with aid or tendered within the time specified, the righters and determine and thereupon Grantes shall be	his and privileges boroin granted e relieved from any further obliga-
And the Grantor(s) agree(s) to warrant any other person lawfully claiming or to claim. The word "Grantor(s)" shall include Granton's suc	I rights by the Grantee, its necessors and assigns, and lorever defentd the above granted rights again the same or any part thereof, attor's(s') heirs, executors, administrators, successors and assigns and its wholly or partially owned and unique and its wholly or partially owned and unique and its wholly or partially owned and present and assigns and its wholly or partially owned and present and assigns are assigned as a second assigns as a second as a second assigns as a second assigns as a second assigns as a second assigns as a second as a second assigns as a second a	us himself or his hoirs and agains s and assigns, as the case may be d subsidiaries.
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lealy & Pe	ndarvis	- 86 Notary Public for S.	C.				
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	MEMORANDUÑ OF LEASE	Fra G770 W 62-2500 .
THIS INDENTURE, dated	the 3rd. Individually and as	March 19 65
7 D. C. Toffs	Individually and as	· ·
	fries, Jr. and Mrs. Keith J. Unge	21
Estate of H.J. J	ef ries, Deceased:	(lessor)
P. Control of the Con	re corporation, having a place of business at864	· .
Atlanta,8, Georg	gla	(lesse)
	WITNESSETH:	
•	the terms and conditions set forth in that certain written	
•		
•	improvements thereon, in the City ofWalterborn	
•	oint where the northerly boundary	
thence in a north Jeffries boulever beginning; thence a point; thence a thence westerly f boundary line of point. Bounded of property of J.E.	s the easterly boundary line of Jonerly direction along the easterly direction along the easterly direction for a distance of 138 1/2 feet in an easterly direction for a cortherly for a distance of 76 feet a distance of 85 feet to a point of the Boulevard 76 feet and 2 not be worth by property of W. Lee witself, on the South by 12 foot of the estate of R.M. Jeffries; ad.	to the point of to the point of listance of 85 feet to the and 2 inches to a part in the easterly. Breland; on the east driveway separating s
	Control Victor Control	
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	Clerk of Court, Cotteton County, & S.	
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A Section of the Property of		
Together with all appurtenances ways bounding said premises.	s thereto, and all right, title and interest of Lessor in and	to any and all roads, streets and
New Companion of the Co	exectorescondent submodes AM	ST STATE
It is understood that the se	ervice station lesse above referred to constitutes the som	plate agreement of lease between
Lessor and Lesso.		
IN WITNERS WHEREOF, written.	the Lemor and Leases have hereunto subscribed their has	nes the day and year first above
Willam.	elluse amoull	And the state of the
WITNESS: 10	0.0	0.7
	1 4 0 VA 4/1 1/2 1/4 1	
WITNESS: Maryanne		
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WITNESS: WWw. wrl	Die Marie I	JEXACO INC (Leave)
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Sitnes of D	Acknowledgments  SEE REVERSE SIDE  6. 1965 9 A. N.	JEXACO INC (Lasso)
WITNESS: WWyawre WITNESS:  Recorded July		JEXACO (Lesso)

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(ACKNOWLEDGEMENTS)

STATE OF SOUTH CAROLINA COLLTY OF COLLETON

Personally appeared before me, Morwaine Actu, who being duly sworn, says that he saw the within named R.M. Jeffries, Jr. and Ers. Keith J. Unger sign, seal, and as their act and deed deliver the foresting instrument for the pureses the ein mentioned, and that the with Morgan witnessed the execution thereof.

Sworn to before me this 6 day of Man A.D. 1965

Maryanne Lalez

Notary public for the state of South Carolina

By commission expires at the pleasure of the Governor

STATE OF LOUTE CAROLINA | COUNTY OF COLLETON |

do hereby certify into all whom it may concern that Emily 2, wife of the within named R. M., did that day appear before me, and the 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 r to all and cingular the premises within mentioned and release.

End B. Jeffere.
(Signature of wife)

Given under my hand and seal this 6th day of more wal 965

Notary Public in and for the Sate of South Carolina

My commission expires at the pleasure of the Governor

STATE OF SOUTH CAROLINA COUNTY OF COLLETON

Personally appeared before me, Maryanno School, who being duly sworn, says that The 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 The with H. Waynu linger witnessed the execution thereof.

Sworn to before me this \_\_\_\_\_ day of March A.D., 1965.

Motary Public 2h and for the State of South Carolina

My commission expires at the pleasure of the Governor.

CONTRACTOR OF THE P.

387

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 78 day of June A.D. 1965.

WITNESS

NOTARY PUBLIC IN AND FOR THE STATE OF GEORGIA

History Public Good of the Control of My Commission was reading to the Control of the Control of

Return to TEXATO Inc. Legal Department Att: A: M. Hirsch P. O. 60022332 Rouston : Texas DEEDS

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name and the second of			
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PATE OF SOUTH CAROLINA			
TY OF Colleton		OPTION .	
250.00		• • • •	•
of the sum of 8, 250,00 to			
hand paid at and before the scaling and del	livery of these presents, by	. J. B. Rhodes	1
· · · · · · · · · · · · · · · · · · ·	<u></u>	erika a <u>ndangga sana manung</u> arrasa <del>ndanasana</del> ang ara <del>nda</del>	
receipt whereof is hereby acknowledged, We, Carroll Brown, III as			kan nasa sahan sa masa
te bargained and agreed, and do hereby bar J. B. Rhodes	rgain and agree to sell to th	e said	
	All that certain piece	, parcel or lot of lan	d in the
assiring the following described property:	County-of Colletin, S	tate-of South-Carolina,	, Northwest of
rboro on State Highway No. 64, bei	ng bounded and having	limensions as follows:	Northeast by
Highway No. 64 and fronting there	on three hundred thirt	y-one (331) feet; On the	Southeast
roperty now of Ida H. Strickland an	d having a depth of tw	hundred_fifty_eight_(	(25B) feet;
ne Southwest by old county road extra Northwest by property formerly o	ending thereon three h	Andred Seventeen (317) Beach Padestr and has	ring a douth
on of two hundred one (201) feet.	This being a nortion	of the property conveve	ed to Colleton
and Concrete Company, Inc. by J. P.	eary Wilson and B. Geo	rge Price III by deed	iated 1
ry, 1949, recorded in Deed-Book-10.	2;page-23		
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being one of those parcels of land			onvev
erroll Brown III and Lloyd S Mitche			
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STATE OF SOUTH CAROLINA.

COUNTY OF COLLETON.

PERSONALLY appeared before me Marguerite S.Kinard, and made cath min 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 Option, and that she with Osborne H.Rhodes, witnessed the Execution thereof.

SWORm to before me this 3rd day of July, A.D 1965.

Osborne B. Rhoded.

Marguerite S.Kinard.

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	Atata of South Carolina,
	Control Control
1	KNOW ALL MEN BY PHESE PRESENTED BY CWAT TO THE SECOND STATE OF THE
	Senis M. Padgett Senis M. Padgett
<i>i.</i>	
,	of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar 181 (0) to use (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and seeling of these presents, do hereby hargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its paincipal
	office in Columbia, South Carolina, a right of way, over such soute as Grantes had selected, having a width of
	Seventy (70 ) feet, upon, over, under and across lands of Grantor(s) situated in the
	County of Collecton State of South Carolina, bounded as follows:
	Newhork by Linds of A. A. Crosby, et.al.
	Entry by lands of Oswald and Morris Lightney, et.al.
	Southerly by lands of
	Westerly by laids of Stancel C. Jones, et.al.
	A tweet of land grouped by right of way containing 285.3 acres more or land being
•	hand formerly comed by I. F. Padgett recorded in Deed Book 112 at Page 10 and dated
٠,	April 30; 1963. Right of way entern Grantor land from land of Lightgey Brothers,
Y	thence extending In a vesterly direction across Granton's to land of Stancel C. Jones.
18	Confor line of right of way being more fully shown on South Caroling Electric and
( )	( Gra Company, Deg. #CP-10300, dated March 29, 1965.
	ring their with the right to construct, maintain, operate, replace and after thereon and thereunder one or more lines for the transmission or training of electric energy, consisting of supporting structures, overhead and underground conductors and lighting protective wires, commonstion wires, gays, push braces and other accessory apparatus and explained the month to former to be necessary therefor, as each to the right to install, maintain and use anchors and goy wires on lands adjacent to the right of way herein granted; and also the neight to construct, maintain, operate, replace and after thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth of the order of the construction of the construction of said land, with valves, tienvers and appurtenant facilities, for the transported through a pipe line.
٠.	Together also with the right from time to time to redesign, rebuild or alter and lines and to install such additional lines, applications and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.
	Teacther also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other detrictions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said to be or appurtrounces 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
, ,	possible.) Courd by Grantee in the course of constructing, rebuilding or reputring said lines shall be borne by Grantee.  Reserving, however, to Granturs the right to cultivate the ground within the limits of said right of way, provided that such use child 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 raid right of way.  And it is a condition of this grant that the Countee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of One Thousand Seven Hundred Fifty \$1.750.00  And it is a condition of this grant that the Countee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of One Thousand Seven Hundred Fifty \$1.750.00  And it is a condition of this grant that the Countee shall tendered within the time specified, the rights and privileges better shall without bushes act by the parties herein, cease and determine and thereupon Grantee shall be relieved from any further obliga-
i	the chees special TO HOLD the aforestid rights by the Grantee, its successors and assigns, as aforesaid.
	And the Grinter(s) agree(s) to wairant and torever defend the above granted rights against himself or his bein and against any other percen lawfully chaining or to claim the same or any part-thereof.
,	the word "Grenter(s)" shall (je,hide Grantor's)'s) beirs, executors, administrators, successors and assigns, as the case may be seen to Grantee's shall include Grantoe's successors and assigns and its wholly or partially owned subsidiaries.
	15 WINNESS WHILEOF, General have duly executed this indenture the 322 day of June 19426

Senis M. Padgett . (SEAL) M. L. Dyson Corloy

(SEAL)

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	mentioned, and that with with	witnesses thereto.		witnessed the ex	ocution thereof and	Ĵ
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rs.	County of	222- 17-1	o dout	the wife o	., do hereby certify	4
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		License	<u>~</u> * • • • • • • • • • • • • • • • • • •		
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(\$1.00) to me (us) in his horeby bargain, grant an	aforessid, hereinafter sometimes and paid, receipt of which is here d convey to the South Carolina	sby acknowledged at and be Electric & Gas Company, s	fore the signing a South Carolina	and sealing of these p Corporation having it	resents, do
2	h Carolina, a right of way, over	such route as Crantee had	erlected, having	a width of	
36	venty/	// ) feet, upon, over, un	der and across las	ede of Greator(s) situ	eted in the
	Colleton				
County of Car		State of South Carolina, be	ounded as follow /	#	
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6	I A		Jennie	Connelly	
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tion of gas, oil, petroleum Together also with	i products or any other liquids, go the right from time to time to in interment any time deem neces	ises or substances which can redesign, rebuild or alter said	be transported (! I lines and to inst	trough a pipe line. all such acklitional line	•
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olatructions, upon said ris	tht of way and such trees beyond	the same as in the judgmen	nt of Crantee may	r interfero with or end	anger said
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provided) caused by Gra	atee in the course of construction	g, rebuilding or repairing sal	d lines shall be b	orne by Grantes.	
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rour nunc	ired fifty and no/	LUU Dollara (# 450.00	(C) within	2 320 0 5	_from the
dute of this agreement. I	If the sufd num is not naid or ten	idered within the time spe-	ciliod the rights	and privileges herei	n granted
shall, without further act	by the parties hereto, ceaso and	determine and thereupon C	rantee shall be n	rlieved from any furth	ver obliga-
tion hereunder.	NO HOLD the aforesaid rights b	w the Cranton its suscensive	s and autous es	aforesald.	
And the Grantor()	) agree(x) to warrant and fores	ver defend the above grants	d rights against	himself or his heirs a	व्यं वरमाध्य
The word "Cronto	y claiming or to claim the same r(s)" shall include Granter's(s')	heirs, executors, administra-	lors, successors a	nd assigns, as the cas	e may be.
The word "Grantee" shall	ll include Grantee's successors as	nd easigns and its wholly or	partially owned a	ubskliaries.	***
IN WITNESS WI	TEREOF, Crantors have duly ear				,
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y the hand of	said corporation deliver the within written instrument f	for the uses and purposes therein
State of South Carolina,	L. S.)  RENUNCIATION OF	DOWER
nto all whom I may concern that Mr		n, dread or fear of any person or the Electric and Gas Company, its
Given under my hand and soal this	Christine B. conne	111y 19.4.5
RIGHT OF WAY GRANT  RAIFH G. Connelly	ctric & Gas  y  19 65  te of the County  A. D. 19	of Deeds
Colleton  T OF WAY  Salph G. Co	Carolina Electric & Company 21 Xay in the Clerk's Office of the solina, on the A.D.	recorded in Book and County on page

State of South Carolina,	39
Colleton	
1 1 SOW ALL MEN BY THESE PRESENTS that I (We)	Charles B. Ponds
and the second	18 Commence
A marginal and a marg	
(\$1.00) to me (us) in hand paid, receipt of which is hereby ackno	to as Grantor(s), for and in consideration of the sum of time a water swindged at and before the signing and scaling of these property, the & Gas Company, a South Carolina Corporation having sta principal
office to Columbia, South Carolina, a right of way, over such rou Seventy 70	to as Grantee had selected, having a width of
	cest, upon, over, under and across lands of Grantur(s) situated in the
County of State of	South Carolina, bounded as follows:
Northerly by lands of	Stancil C. Jenes
Resterly by lands of	Ralph G Connelly
11.11.11	e P
Southerly by lands of 11 All	H. A. Gummings Estate
Westerly by lands of	Stancel C. Jones
by C. P. Key recorded in Dock of D	BODS OF 1088 bolder Tans
C. P. Key recorded in Dook of Deed	9 10E
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ing more fully shown on South Carolina foreder with the right to construct, maintain, provider, replace and	Bledgrand and Line and Control of the
forether with the right to construct, maintain, operate, replace and	where thereon and thereunder one or more bases for the remonstrated
	erhead and underground conductors and lightning protective wires, itus and equipment deemed by Crantee to be nocessary thereion, as
	is on lands adjacent to the right of way herein granted; and about he thereunder a line or lines of pipes, all pipe to be builed to such depth
	id, with valves, tienvers and appurtenant facilities, for the transporta-
Together also with the right from time to time to redesign,	rebuild or alter said lines and to install such additional lines, appeara-
	e clear and keep clear such trees, underbrush, structures and other
obstructions, upon said right of way and such trees beyond the sam lines or appurtenances when erected, and the right of entry upon Gr	e as in the judgment of Grantee may interfere with or endanger said antor's said lands for all of the purposes aforesaid.
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shall, without further act by the parties hereto, cease and determin- tion hereunder.	e and thereupon Grantee shall be relleved from any further obliga-
TO HAVE AND TO HOLD the aforesaid rights by the Go	
And the Grantor(s) agree(s) to warrant and forever defen- any other person lawfully claiming or to claim the same or any	d the above granted rights against himself or his heirs and against part thereof.
	ocutors, administrators, successors and assigns, as the case may be,
IN WITNESS WHEREOF, Grantors have duly executed the	**
•	Charlen B. Ponde (SEAL)
WITNESS:	Oharles B. Fonds (SEAL)
Paole q. Pongs	(SEAL)
- Hable G. Ponds	(SEAL)
Y. E. Corley	(SEAL)
, managad a to a to-	(SEM.)
recorded 7/13/65 3 P. M.	(86.11)

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entioned and released.	
27/7	John Johns
Given under my hand and seal this day	19.03
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RIGHT OF WAY GRAN  P. F. Johns  TO  South Carolina Electric & Company  Company	

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	State of South Carolina,
'H	Simular at Calletters
į	KNOW ALL MEN BY THESE PRESENTS that I (We) W. C. Stanley
	Asia di Cara d
	the Contracting to
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	of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dolla (\$1 00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and scaling of these presents, defeated 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 Crautes had selected, having a width of
	( 1// ) feet, upon, over, under and across lands of Grantor(s) situated in the
	and the state of t
	County of State of South Caroline, bounded as follows:
	Northerly by lands of
	Easterly by lands of College College
	Southerly by lands of
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	of Trail of the of Carting on 40 Moreon was in his so
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S	together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission of
•	distribution of electric energy, consisting of supporting structures, everhead 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, a well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way berein granted; and slio th
,	right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depti so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transports
	tion of gus, 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 rederign, rebuild or alter said lines and to install such additional lines, appare tus and equipment as Crantoe 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 Granteo may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Granter'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.
	Beserving however, to Grantons the right to cultivate the ground within the limits of said right of way, provided that such to
	shall not interfere with or obstruct the rights berein 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 Granter(s) shall accept, Grantee's check in the sum of
	And it is a condition of this grant that the Grantee shall tender, and Grantou(s) shall accept, Grantee's check in the sum of Three Hundred thirty-seven/ 50 Dollars (8.33.7.50) within from the
	date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges needs grante 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 agains
	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 "Grantoe" shall include Grantoe'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:
	mark of a comment
	W. C. Stanley (SEAL
	WITNESS: (SEAL
	SEAL (SEAL)
1	Buddy (Stating)
۱	M. E. Corley (SEAL)
	(SEAL)
h	recorded 7/13/65 3 P. M. (SEAL)
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State of	South Carolina,	}	*		400
County of	Callitie	J. P.	Kinard Estat	e Surviving H	eirs of
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(#1.00) to m	and state aforesaid, hereinafts (us) in hand paid, receipt of a, grant and convey to the S	which is hereby acknowl	ledged at and before the	s signing and seeling of	these presents, do
office in Colu	imbia, South Carolina, a right	of way, over such route	as Grantes had selected	l, baving a width of	
·	Dunty.	(7C) fee	t, upon, over, under and	across lands of Grantor(	s) situated in the
County of	Colletin,	State of So	uth Carolina, bounded	as follows:	
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distribution of	electric energy, consisting of a wires, guys, push braces and	upporting structures, everb	bead and underground	conductors and lightning	protective wires,
well as the ri	to install, maintain and use uct, maintain, operate, replace	anchors and guy wires o	on lands adjacent to the	right of way herein gran	steels and also the
so that it will	not interfere with the ordinary	cultivation of said land,	with valves, theorers and	i appurtenant facilities, f	or the transports
Togeth	or also with the right from tim	e to time to redesign, reb	build or alter said lines a	and to install such addition	
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	pon said right of way and such anances when erected, and the				or endanger said '
	DED, however, any damage t sed by Grantee in the course				
Reservi	ng, however, to Grantors the rifere with or obstruct the rights	ight to cultivate the group	nd within the limits of :	said right of way, provid	ed that mich use 🚟
within the wir	ith of said right of way.	• -			
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data of this as	reement. If the said sum is n	or paid or tendered within	n the time specified, t	) within the rights and privilege	herein granted
shall, without tion bereander	further act by the parties here	to, cease and determine a	ind therrupon Grantee i	shall be relieved from as	y further obliga-
TO HA	VE AND TO HOLD the afor a Grantor(s) agree(s) to wan	esaid rights by the Grant	ice, its successors and a	ssigns, as aforesaid.	اراج ان المساوسات المساوسات
any other per	on lawfully claiming or to cl	aim the same or any Pai	rt thereol.		. * •
The word "C	ord "Grantor(a)" shall include ranteo" shall include Granteo's	Grantor's(s') heirs, execu successors and assigns a	itors, administrators, suc nd its wholly or partially	coesers and amigna, as ( owned subsidiaries.	the case may be.
	INESS WHEREOF, Grantors			ear first above written:	<b>(1)</b> (1)
			H 11 10 F.	Manara 1	(SEAL)
WITNESS:	& Parte	۸ ۸	Rubsell	Kinard	Charles (SEAL)
X 1	Corley	t)()	Lucia A.	Minard -	(A)SEAL)
' \	Funderburk	xunx (	JEIVIE W	Kinard	(SEAL)
D. W.		*	· ·	-	(SEAL)
D. W.					/CFA1 \
D. W.	Kinard - Address	Unknown			(SEAL)

itate of South Carolina,			C
Personally apprared before me ?	way grant for the uses and purpos	es therein mentioned, and that he with	
Sworn to before me this	326	er, witnessed the due execution thereof.	
TATE OF SOUTH CAROLINA, County.		nade oath that he saw the within named	ξ΄ 1.
gn, seal and as his act and deed deliver the within right of		es therein mentioned, and that he with her, witnessed the due execution thereof,	
Sworn to before me this		, 19	
Personally appeared before me		sign, affix the	
rentioned, and that	hereto.	witnessed the essecution thereof and	
tate of South Carolina,	RENUNCIATION	OF DOWER	
I,  nto all whom it may concern that Mrs	, did this day appear voluntarily and without any com-	arolina Electric and Gas Company, its	
Given under my hand and soal this  Notary Public for S. G.	day of	, 10	
on  F WAY GRANT  G Estate  E, Kinard, Rusgell Kinard  nard, Jarvis E. Kinard  ro  no Electric & Gos  ompony	. 19. 65 c County	of Deeds	
f GRA te ta grd_P Jarvis ctric 6	Clerk's Office of the County  Collection  19 65		
RIGHT OF WAY GRANT  F. Kinard Estate  T. Willie E. Kinard, Pusse  TO  Outh Carolina Electric & Gas  Company	ated 11 June  ereived in the Clerk's outh Carolina, on the	recorded in Book	

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State	of South C	Carolina,		<del>-</del>		1401
county of	Callite		•	. ••	•	
K.	OW ALL MEN B	Y THESE PRESENT	IS that I (We)	Russell L.	Kinard and	l Jennie P. Kin
	_ Zin	ull X	Kinord	and in	une The	Kun 1
(\$1.00) to hereby be	o me (us) in hand orgain, grant and o	paid, recript of whi onvey to the South	ch is hereby acknow Carolina Electric &	ledged at and before Gas Company, a	ore the signing and South Carolina Cor	on of the sum of One Dolls seeling of these presents, d poretion having its princips
office in (	Columbia, South C	erolina, a right of v			, -	•
	11. 11	<u> </u>	( / (* ) !*	et, upon, over, und	er and across lands :	of Grantor(s) situated in th
County of	(26/11	Æ.;	State of S	outh Carolina, bou	nded as follows:	
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Fasterly b	y lands of		15. 100	10.70	<u>Z:                                     </u>	F. Kinard Esta
Southerly	by lands of	_ isia	Lien L	rather	Lights	ey Bros.
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distribution communication well as the right to conso that it is tion of guarantees.	of electric energy stion wires, guys, g e right to install, u cortruct, maintain, o will not interfere w s, oil, petroleum pro- gether also with the	, consisting of suppo- outh braces and other maintain and use and operate, replace and vith the ordinary cult oducts or any other I	rting structures, over r accessory appearatu- bors and guy wires bors thereon and the divation of said land, liquids, gases or sub- time to redesign, re	head and undergrous and equipment of the control of	ound conductors an seemed by Grantee to the right of way mes of pipes, all plp and appurtenant transported through the and to install a	d lightning protective wires to be necessary therefor, a herein granted; and also the a to be buried to such depth facilities, for the transporta gh a pipo line. uch additional lines, appara
Top olystruction	other also with the	right from time to	time to remove or	clear and keep cle as in the judgment	er such trees, under of Grantee may inte	rbrush, structures and other orfers with or endanger sale
PR( nonstitud)	OVIDED, however,	, any damage to the	property of Grant astruction, rebuilding	or(s) (other than g or repairing said	to property cleared lines shall be borne	or removed as hereinbefore by Grantee.
Res shall not it	erving, however, to	Cranton the right truct the rights here	to cultivate the grou	and within the limi	ts of said right of t	way, provided that such use r structure shall be erected
	it is a condition of	of this grant that the	-A 00 /4 00			ntee's check in the sum o
- Megg	e executed. If the	e seld sym is not no	Dolla <del>تاتقر کامداد</del> id or tendered with	in the time specii	ied, the rights are	privileges herein granted and from any further obliga-
ierem TO	nder. HAVE AND TO	HOLD the aforesaid	rights by the Gran	tee, its successors	and assigns, as afor	erald.
And	the Grantor(s) s	gree(s) to warrant	and forever dalend	the above granted	rights against hims	elf or his heirs and agains
75.	uned "Crantor(s)	" shall include Gran	ator's(s') heirs, exec	utors, administrator	s, successors and a	nigns, as the case may be
		clude Grantee's anot EOF, Granters have				
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itate of South Carolina,	:		
ounty of	RENUNCIATION	OF DOWER	. 1-,1
L		····	, do hereby certify
nto all whom it may concern that Mrs.			of the within named
eparately examined by me, did declare that she does free	did this day appear, voluntarily and without any con	npublion, dread or fe	at of any person of
ersons whomsoever, renounce, release and forever relingueers and assigns, all her interests and estate, and also he	in unto the within named South right and claim of dower of, in a	Carolina Electric and or to all and singular	d Gas Company, Its , the premises within
entioned and released.		-	
Civen under my hand and seal this	dev of	٠. ٠	19
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State of South Carolina,	7.6
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ENOW ALL MEN BY THESE PRESENTS that I (We	) John W. Ulmer
John 2	· Ulline
of the county and state aforesaid, hereinafter sometimes refere	ed to as Crantor(e), for and in consideration of the sum of One
(\$1.00) to me (us) in hand paid, receipt of which is hereby as	cknowledged at and before the signing and sealing of these preservic & Gas Company, a South Carolina Corporation having its p
office in Columbia, South Carolina, a right of way, over such	•
- Dinning 170	) feet, upon, over, under and across lands of Grantor(s) situated
County of Callelan State	of South Carolina, bounded as follows:
Northerly by lands of 11 16 16	ct.al.
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Easterly by lands of the first the second	42, and to open comp
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together with the right to construct, maintain, operate, replace a	and after thereon and thereunder one or more lines for the transmit, overhead and underground conductors and lightning protective
communication wires, guys, push braces and other accessory ap-	paratus and equipment deemed by Grantee to be necessary ther wires on lands adjacent to the right of way herein granted; and
right to construct, maintain, operate, replace and alter thereon as	nd therounder a line or lines of pipes, all pipe to be buried to suci
so that it will not interfers with the ordinary cultivation of said tion of gas, oil, petroleum products or any other liquids, gases or	land, with valves, tieovers and appurtenant facilities, for the train r substances which can be transported through a pipe line.
Together also with the right from time to time to redest; tus and equipment as Grantee may at any time deem necessary,	gn, rebuild or alter said lines and to install such additional lines, and the right to remove any line or any part thereof
Together also with the right from time to time to remove	o or clear and keep clear such trees, underbrush, structures an
obstructions, upon said right of way and such trees beyond the lines or appurtenances when erected, and the right of entry upon	same as in the judgment of Grantee may interfere with or endang Granter's said lands for all of the purposes aforesaid.
PROVIDED, however, any damage to the property of provided) caused by Crantee in the course of constructing, reb	Grantor(s) (other than to property cleared or removed as herei
Reserving however, to Countries the right to cultivate the	e ground within the limits of said right of way, provided that a
mother the width of said right of way.	I provided further that no building or other structure shall be
Five And it is a condition of this grant that the Grantes that Five And, 00/100	I tonder, and Grantor(s) shall accept, Grantee's check in the
date of this agreement. If the said sum is not paid or tendered	Dollars (\$ .5.2.5.62) within
shall, without further act by the parties hereto, coase and deter	mine and thereupon Grantee shall be relieved from any further
tion hereunder.  TO HAVE AND TO HOLD the aforesaid rights by the	Grantoe, its successors and assigns, as aforesaid.
And the Crantor(s) agree(s) to warrunt and forever do any other person lawfully claiming or to claim the same or a	efend the above granted rights against himself or his heirs and
The word "Grantor(a)" shall include Grantor's(s') heirs.	, executors, administrators, successors and assigns, as the case p
The word "Grantee" shall include Grantee's successors and ass IN WITNESS WHEREOF, Granters have duly executed	
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	John W. Dimer
WITNESS:	
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W. E. Corley	
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seal and as his eet and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with not the presence of each other, witnessed the due execution thereof.  Sworm to Morany Fublic for S. C.  THE OF SOUTH CAROLINA.  Personally appeared before me	Personally appeared before me	al Fillows	d made oath that he saw the within named
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context each and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein titioner, and that with with some say witnesses thereto.  In to and subscribed before me, this  In to and subscribed before me, this  In the wife of South Carolina,  any of  It is all glown it may concern that Mrs  It is all glown it may concern that Mrs  It is all glown it may concern that Mrs  It is all glown it may concern that Mrs  It is all glown it may concern that Mrs  It is all glown it may concern that Mrs  It is all glown it may concern that Mrs  It is a without any compulsion, dread or fear of any person or oney administer. remainer, release and lower regist and chain of down of, is or to all antiquiar the premises within itemed and release d.  Civen under my hand and seal this  Notary Public for 8. C.			
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do bereby certify  all whorn it may concern that Mrs.  the wife of the within named  did this day appear before me, and, upon being privately and  rately continued by me, did deviare that she does freely, voluntarily and without any compulsion, dread or fear of any person or  one we winterest remainer, release and forever reliaquish unto the within named South Carolina Electric and Cas Company, its  and assign, all her interests and existe, and also her right and claim of dower of, in or to all and singular the premises within  thought and released.  Given under my hand and seel this  Notary Public for 8. C.  On any of the within named  day of the within named  did this day appear before me, and, upon being privately and  care of the within named  Company, its  and assign, all her interests and case Company, its  and assign, all her interests and existe, and also her right and claim of dower of, in or to all and singular the premises within  Notary Public for 8. C.  In the company of the within named  and of the within named  did this day appear before me, and, upon being me, and and and and any and also her right and claim of dower of, in or to all and singular the premises within  Notary Public for 8. C.	· }**	BENUNCIATIO	N OF DOWER
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ENOW ALL MEN BY THESE PRESENTS that I (	We) Lola F. Berry
Lola 9	1. Zerry
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(\$1.00) to me (us) in hand paid, receipt of which is hereby	ferred to as Grantor(s), for and in consideration of the sum of One y acknowledged at and before the signing and scaling of these prese- lectric & Gas Company, a South Carolina Corporation having its p
office in Columbia, South Carolina, a right of way, over a	• •
	(C) feet, upon, over, under and across lands of Grantor(s) situated
County of Alitoni Str	ate of South Carolina, bounded as follows:
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distribution of electric energy, consisting of supporting structures communication wires, guys, push braces and other accessory	re and alter thereon and thereunder one or more lines for the transmit ares, overhead and underground conductors and lightning protective apparatus and equipment deemed by Giantee to be necessary there
right to construct, maintain, operate, replace and after thereon to that " will not interfere with the ordinary cultivation of a	17 wires on lands adjacent to the right of way herein granted; and a and thereunder a line or lines of pipes, all pipe to be buried to such aid land, with valves, tooyers and appurtenant facilities, for the trans or substances which can be transported through a pipe line.
us and equipment as Granton may at any time deem necessar	
	move or clear and keep clear such trees, underbruth, structures and be same as in the judgment of Granice may interfere with or andang pon Graniur's said lands for all of the purposes aforesaid.
movided) caused by Granton in the course of constructing,	
hall not interfere with or obstruct the rights herein granted,	the ground within the limits of said right of way, provided that su and provided further that no building or other structure shall be o
within the width of said right of way,  And it is a condition of this grant that the Grantee s	thall tender, and Grantor(s) shall accept, Grantee's check in the
yix hundred thirty and 00/100	Dollars (1 6 SADA) within figure for the rights and privileges herein a
hall, without further act by the parties hereto, cease and de	ared within the time specified, the rights and/privileges herein a exermine and thereupon Grantes shall be relieved from any further
TO HAVE AND TO HOLD the aforesaid rights by	
And the Grantor(s) agree(s) to warrant and forever my other person lawfully claiming or to claim the same or	defend the above granted rights against himself or his heirs and r any part thereof.
	eirs, executors, administrators, successors and essigns, as the ceas m
	ated this indenture the day and year first above written:
	Late of Binner
WITNESS:	Lola F. Berry
Descended to Barrie	
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M. E. Corley	(

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State of South Carolina,	
Country of Collector	
Personally appeared before me	and made oath that he saw the within named
t is accessive consumer and a second consume	of way grant for the uses and purposes therein mentioned, and that he with
	In the presence of each other, witnessed the dise execution thereof.
Swom to before me this	day of Marie 106.5
Sworn to before me this	c.
STATE OF SOUTH CAROLINA,	
	and sasde oath that he saw the within named
	of way grant for the uses and purposes therein mentioned, and that he with
	The state of the s
Sworn to before me this	
Notary Public for S.  STATE OF SOUTH CAROLINA,	
County	
Personally appeared before me	
by the hand of	sign, affix the
mentioned, and that with subscribed names as witnesses	witnessed the execution thereof and thereto.
Sworn to and subscribed before me, this	
(L. S.)	The second secon
State of South Carolina,	RENUNCIATION OF DOWER
County of	do hereby certify
unto all whom it may concern that Mrs.	the wife of the within named
Separately examined by me, did declare that she does freely	did this day appear before me, and, upon being privately and you voluntarily and without any compulsion, dread or fear of any person or just unto the within named South Carolina Electric and Cas Company, its
hors and assigns, all her interests and estate, and also her mentioned and released.	r right and claim of dower of, in or to all and singular the promises within
Given under my hand and soal this	day of 10
Notary Public for 8.	C.
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GRAN nrg h	4 4 7
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RIGHT  in the Country of the Country C	Carolina,
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State of South Carolina,	708
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KNOW ALL MEN BY THESE PRESENTS that I (We) _L	Thomas P. Rize
Etalandt OC	(,
RILO #1	•
	to as Grantor(s), for and to consideration of the sum of One Dollar
	awledged at and before the signing and seeling of these presents, do  A Gas Cumpany, a South Carolina Corporation having its principal
office in Columbia, South Carolina, a right of way, over such ro-	ute as Crantee had selected, having a width of
(20)	feet, upon, over, under and across lands of Grantor(s) situated in the
County of Calle tore State of	
	193 + Poper Co + f W Money
	Ep + Popula
Southerly by lands of M. Let Yangania	iney & Poper Co. & f. W Welmen
Westerly by lands of John West Mest Deleves	wet at
Said trech Britain So as	creel never a life and
Comes The same land The	it was left to granter
le, George & time about	
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	pany, there extending acres
Manton band en a Westie	<i>A O</i>
distribution of electric energy, consisting of supporting structures, or	alter thereon and thereunder ope or more lines for the transmission or verhead and underground conductors and lightning protective wires,
well as the right to install, maintain and use auchors and guy wire	atus and equipment deemed by Grantee to be necessary therefor, as sees on lands adjacent to the right of way herein granted; and also the
so that it will not interfere with the ordinary cultivation of said lar	thereunder a line or lines of pipes, all pipe to be buried to such dorth- nd, with valves, tiesvers and appurtenant facilities, for the transporta-
than of gas, oil, petroleum products or any other liquids, gases or an Together also with the right from timo to timo to redesign,	rebuild or alter said lines and to install such additional lines, appara-
ins and equipment as Grantee may at any time deem necessary, and Touciber also with the right from time to time to remove or	or clear and keep clear such trees, underbrosh, structures and other to
lines or appointenances when exected, and the right of entry upon Gi	
provided) caused by Grantee in the course of constructing, rebuild	
shall not interfere with or obstruct the rights herein granted, and pr	round within the limits of said right of way, provided that such use involved further that no building or other structure shall be erected in
within the width of said right of way.  And it is a condition of this grant that the Cranton shall to	onder, and Crantor(s) shall accept, Crantee's check in the sum of
Mill Kimedard 715 Do	sllars (8/00/50) within / O //0/50 from the lithin the time specified, the rights and privileges herein granted
sholl, without further act by the parties hereto, censo and determin	ithin the time specified, the rights and privileges herein granted and thereupon Grantes shall be relieved from any further obliga-
tion hereunder.  TO HAVE AND TO HOLD the aforesaid rights by the Gr	
And the Grantie(s) agree(s) to warrant and forever defen- ing other person lawfully claiming or to claim the same or any	id the above granted rights against himself or his heirs and against part thereof.
"The word "Grantor(s)" shall include Grantor's(s') heirs, as The word "Grantee" shall include Grantee's successors and assign	coutors, administrators, successors and assigns, as the case may be, is and its wholly or partially owned subsidiaries.
IN WITNESS WHEREOF, Grantors have duly executed th	is Indenture the
	Thomas B. Brand, (SEAL)
WITNESS:	/momes r. Rizer p-
The Encorted 2	SEAD 32
I. H. Boinest	(SEAL)
	(SEAL)
_recorded 7/13/65 3 P. M.	(SEAL)
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State of South Carolina,	
	Aand made oath that he saw the within named
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sign, seal and as his act and deed deliver the within right of way grant	
11/	1) a Colly
Sworn in before me this day of Notary Public for S. C.	Jan 19 62 5
ATE OF SOUTH CAROLINA.	
County,	and made oath that he saw the within named
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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	, 10
Notary Public for S. C.	
STATE OF SOUTH CAROLINA, County,	
Personally appeared before meand made noth thatsaw the within named	· · · · · · · · · · · · · · · · · · ·
by the hand of	sign, affix the
mentioned, and thatwith	
Sworn to and subscribed before me, this.	
- day of	
State of South Carolina,	
Country of Cacatas Land	RENUNCIATION OF DOWER
unto all whom it may concern that Mrs. Bit to execute the	do hereby certify the wife of the within named
who all whom it may concern that Mrs. A. C.	did this day appear before me, and, upon being privately and
Persons schomoeser, renounce, folcase and foreser relinquish into the borrs and assigns, all her interests and estate, and also her right and a mentioned and released.	within named South Carolina Electric and Gas Company, its claim of dower of, in or to all and singular the premises within
	Bearing a Maga
Given under my hand and seal this 728 day	10 10 10 10 10 10 10 10 10 10 10 10 10 1
Notary l'ublic for S. C.	
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THESE PRESENTS that I (We) Thomas P. Rizor  The Company is combined to an Committed of the distribution of	t of the sum of One Dollar soling of these presents, do	orporation having its principal width of 1 of Crantor(s) allusted in the	12 lies ling	My Mapus	more lines for the translation or a and lightning protective wises, andre to be necessary therefor, as way beein granted; and also the lippe to be buried to such depth ment facilities, for the transports. Arough a pipe line.  It all such additional lines, apparay y part thereof.  Winderbruth, structures and other underbruth, structures and other y interfere with or enchanges said ones storesaid.	borne by Grantee, as heavinhelone borne by Grantee, it of way, provided that such user other structure shall be envised. Grantee's check in the sum of the following privileged forest granted a and privileged forest granted as and privileged forest granted as and privileged forest granteed from any further obligate.	hets and the case n	(SEAL) (SEAL) (SEAL) (SEAL) (SEAL)
11 (We) The second of the seco	P. R1Z6r	mpany, a South nice had selected over, under and rolina, bounded	Colomon A.	Sand of the sales	on and thereucher one or d underground conductor upinjonent deemed by Cas upinjonent of a discover to the right of a line or lines of pipes, a blow, ticcovers and appure which can be transported the attent and lines and to bus to remove any line or an to remove any line or an to remove any line or an it of agreent of Grantoe ma discovers and of cartoe and a landa for all of the pour discovers.	other than to property cleared pairing said lines shall be born hin the limits of said right of other bat no building or odd other that no building or odd of Crantor(s) shall accept, Gr. A. A. within time specified, the rights are revone Grantee shall be relied as revenue.	and assigns, a rights against trights against trights against trights where and year first trights.	Thomas P. Kizer
ML MEN BY THESE PRES  ML MEN BY THESE PRES  ML MEN BY THESE PRES  A distant and coavey to the So  grant and coavey to the So  Bia, South Carolina, a right  a of the south carolina a right  a of the south carolina and use  to the south carolina and use  to the south the right from time  at a Comutee may at any time  at	1 (Wo)	way, over such route as (  "My feet, up  State of South	1 22 12 12 12 12 12 12 12 12 12 12 12 12	traine from	operate, replace and after the porting structures, overhead a hour are accessory apparatus and nohors and guy wires on him dister thereon and thereund ultivation of said land, with villulida, gases or substances to time to redesign, rebuild of deem necessary, and the right to time to remove or clear a to time to tembor of the same as in till the same as in the state of entry upon Granto's as in the state	the property of Crantor constructing rebuilding of it to cultivate the ground retin granted, and provide the Crantoe shall tender, the Crantoe shall tender, the construction within cases, and determine within	by the Grantee, rever defend the na or any part the hairs, execution? () hairs, execution assecuted this find executed this find	ž
ENOW a growth as of the county by land counts of the county of the counts of the counts of the the count of the the the count of the the the the count of the the the the count of the the count of the the count of t	ALL MEN BY THESE PRES ALL MEN BY THESE PRES And state aloreadd, bereinafus (w) in hand paid, receipt of	grant and convey to the Solit South Carolina, a right	lands of All Lange	distriction of the second	he right to construct, maintain shorter energy, consisting of a witter, guy, push brees and witten guy, push brees and us to norsely, maintain, operate, replace at maintain, operate, replace to the result of the tendent of a sea of the results of the right from time at as Centre nay at any times at a Centre on a t any times with the right from times a sea of the right from times as and right form times as and right of way and push and right form times.	wherea, any damage Grates in the course course to Grates the course ever, to Grates the right of way.  I dight of way.  Affect & Land grant of the said sum is	renader.  TO HAVE AND TO HOLD the afore And the Grantor(s) agree(s) to warn her person lawfully claiming or to cla. The word "Grantor(s)" shall include or "Grantor" shall include Grantors in WITNESS. WHEREOF, Grantors in WITNESS.	H. Bolnest

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State of South Carolina,		
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sign, seal and as his act and deed deliver	the within right of way grant for the uses and purposes therein me	ntioned, and that he with
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	otary Public for S. C.	
STATE OF SOUTH CAROLINA,	at .	
Personally appeared before me		t he saw the within named
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	the within right of way grant for the uses and purposes therein me	•
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County.		
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, ·	the within named	
by the hand of	of said corporation deliver the within written instrument for the	sign, affix the
	witnessed	
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Sworn to and subscribed before me, this.		
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State of South Carolina,	)	
County of Calletain	RENUNCIATION OF DOWE	ir.
County of County		do hereby certify
unta all whom it may someon that Mrs.		wife of the within named
TO TOWN THE THE	Add this day appear before my and	I unon hains retretaly and
<ul> <li>separately examined by me, slip declare to persons whomsever, renounce, release as</li> </ul>	hat she does freely, voluntarily and without any compulsion, dread ad fniever reluctants unto the within named South Carolina Elect state, and also her right and claim of dower of, in or to all and si-	or fear of any person or
heirs that assigns, all her interests and e	tate, and also her right and claim or dower or, in or to all and gir	ngular the premises within
	dreman 4 no	1
Given under my hand and seal th	is 712 day of Joseph	10.66
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	Gas 1965 1965 1961 1961	N. W. W. W. W.
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ate of South Carolin	ME Alex	4/2
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KNOW ALL MEN BY THESE	PRESENTS that I (Wa)	France .
·	H. A. Kearse	
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(\$1.00) to me (us) in hand paid, rece	sinalter sometimes referred to as Grantor(s), for and in the of which is hereby acknowledged at and before the the South Carolina Electric & Gas Company, a South	signing and sealing of these presents, do
office in Columbia, South Carolina, a	right of way, over such route as Grantee had selected,	having a width of
- Munty	( 7/ ) feet, upon, over, under and	across lands of Grantor(s) situated in the
County of CALLETE	State of South Carolina, bounded a	s follows:
Northerly by lands of	a I Forder B So	4.74/
Executy by lands of	V. Rieger	
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4/	C + Horden 7 Ko	• • • • •
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Mr. Creck Ling.	"C.f. 11 300 dates 3. 3	0 · (05-
distribution of electric energy, consisting communication wires, guys, push braces well as the right to install, maintain an right to construct, maintain, operate, re- or that it will not interfere with the or- tion of gas, oil, petroleum products or a	sintain, operate, replace and alter thereon and thereunder g of supporting structures, overhead and underground or s and other accessory apparatus and equipment deemed id use anchors and guy wires on lands adjacent to the re- place and alter thereon and thereunder a line or lines of dinary cultivation of said land, with valves, ticovers and any other liquids, goses or substances which can be train in time to time to redesign, rebuild or alter said lines an	onductors and lightning protective wires, by Grantee to be necessary therefor, as light of way herein granted; and also the pipes, all pipe to be buried to such depth appurtenant facilities, for the transporta- ported through a pipe line.
tus and equipment as Gruntee may at a	ny time deem necessary, and the right to remove any lin	e or any part thereof.
obstructions, upon said right of way and	m time to time to remove or clear and keep clear such d such trees beyond the same as in the judgment of Gra	ntee may interfere with or endanger said
PROVIDED, however, any dam	d the right of entry upon Grantor's said lands for all of lage to the property of Grantor(s) (other than to pro-	erty cleared or removed as hereinbefore
Reserving, however, to Grantors shall not interfere with or obstruct the	ourse of constructing, rebuilding or repairing said lines at the right to cultivate the ground within the limits of st rights herein granted, and provided further that no built	ald right of way, provided that such use
within the width of said right of way.  And it is a condition of this gra-	int that the Crantoe shall tender, and Grantor(a) shall	accept, Grantee's check in the num of
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	m. E. Corlin	
	Sworn to before me this 29 th day of figure 19.65.	
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引	ATE OF SOUTH CAROLINA,	
ij,	County.)  Personally appeared before meand made onth that he saw the within named	
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	sign, real 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.	
r	Sworn to before me this	
1	Notary Public for S. C.	-
:	STATE OF SOUTH CAROLINA.	:
٠.	Personally appeared before me	. 1
• •	and made oath that saw the within named airn, affix the	•
	by the hand ofaign, affix the corporate sett, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein	,
	mentioned, and thatwith as witnesses thereto.	
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Š.	day of	
, .A	State of South Carolina,	
4	County of County	
ر پر د م	do hereby certify	
	unto all when it may concern that Mrs.	:
	teparately examined by me, did declare that she does freely, columnarily and without any compulsion, dread or fear of any person or prison whomsoever, remained, release and forever ethioquish unto the within named South Carolina Electric and Cas Company, its	
	here 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 unmittened and released.	
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	Given under my hand and seat this day of day of the seat the seat this day of the seat	
Ϊ,	Notary Public for S. C.	ان
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(\$1.00) to me (us) in han	ed paid, receipt of which is h	seraby acknowledged	at and before the signing	eration of the sum of One Dollar and sealing of these presents, do Corporation having its principal
office in Columbia, South	Carolina, a right of way, ov	rer, such route as Gr	antée had selected, having	a width of
	<i>G</i>	.( クe) feet, upor	, over, under and across la	nds of Grantor(s) situated in the
County of	Coton .	. State of South C	arolina, bounded as folio-	<b>m</b> i
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17.1.3.30	lantell ( alakua	<u>9-2</u>		
distribution of electric ener	gy, consisting of supporting s	tructures, overhead a	and underground conductor	more lines for the transmission or rs and lightning protective wires,
well as the right to install,	maintain and use anchors as	nd guy wires on land	is adjacent to the right of	intee to be necessary therefor, as way herein granted; and also the
so that it will not interfere	with the ordinary cultivation	of said land, with v	vilves, Licovers and appurte	Il pipe to be buried to such depth- mant facilities, for the transporta-
	products or any other liquids, the right from time to time t			through a pipe line. Itali such additional lines, appara-
tus and equipment as Cran	toe may at any time deem ne	cessary, and the righ	t to remove any line or an	
obstructions, upon said righ	nt of way and such trees beyo	and the same as to th	he Judgment of Crantee ma	y interfere with or endanger said
	n erected, and the right of en- er, any damage to the prop			poses atorseatd.  pared or removed as hereinbefore
	toe in the course of construct to Grantors the right to cult			
shall not interfere with or o	obstruct the rights herein grad			other structure shall be erected
within the width of said ri	n of this grant that the Gray	ger shall tender, an	d Crantor(s) shall accept,	Granten's check in the sum of
I to sell the sound trek	Liller D. L.	Dollars (1	ングイーシェイング) within	from the
date of this agreement. If shall, without further act b	the said sum is not paid or	tendered within the	time specified, the right	s and privileges herein granted relieved from any further obliga-
	D HOLD the aforesaid rights			
	agree(s) to warrant and for claiming or to claim the sai			himself or his beirs and against
The word "Crantori	(s)" shall include Grantor's(s	') heirs, executors,	administrators, successors a	and assigns, as the case may be,
	include Grantoe's successors EREOF, Grantors have duly			and the second s
	,		] <i>17</i> 2-4	1 1
MUTAURES. 27	•	·· · •	James M. Hiers	SEAL)
WITNESS:	L. W. com	F		(SEAL)
1/1,"	7712231	•		(SEAL)
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11m 1 H	lers	: ) .		•
Jim L. H. M. E. Co	lers rley	<u> </u>		(SBAL)
Jim L. H. M. E. Co	iors rley			•

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نىرى	11/2		. •	
٠.	-4/2			
	State of South Carolina, }	···	•	:
	County of Colliton	_		<b>e</b>
	Personally appeared before me 211 &	Coly	and made oath that he saw	
	Jana m. Har			
,	sign, real and as his set and deed deliper the within right		purposes therein mentioned,	<del>-</del>
	Jo Hieres	In the presence of	each other, witnessed the due	execution thereof.
	met.	day of Janus !-	Contra	10 / 5
	loter P. Porto			اب مع ۱۷
٠,	Notary Public for S	5. C.	•	•
1	STATE OF SOUTH CAROLINA,		•	
ڳڻي آ	Personally appeared before me	1 *	and made oath that he saw	the within named
				nama der durc under Medicalege (g. e. e. esperanza esperanza). E
	sign, seal and as his act and deed deliver the within righ	****		and that he with
•	***************************************		each other, witnessed the due	execution thereof.
۲.			· · · · · · · · · · · · · · · · · · ·	**************************************
•	Sworn to before me this			19
	Notary Public for	S. C.	•	
	STATE OF SOUTH CAROLINA,			
	Personally appeared before me			
	and made oath thatsaw the within nam	the state of the s		
.',•	by the hand of			
•	mentioned, and that with names as witness		witnessed the ex-	cution thereof and
.:-	Sworn to and subscribed before me, this	<b>3</b> .		
17.	day ofA. D., 19(L. S.)	.)	<del></del>	
,	State of South Carolina,		£	
!	Country of Co-flaton	RENUNCIA:	TION OF DOWER	
۲.	Country of Confession To Boths			do hambu carrifu
	unto all whom it may concern that Mrs. Thereby	To Hiere	the wife of	the within named
	separately examined by me, did declara that she does for persons whemswere, renounce, release and forever relin	vly, voluntarily and without an	ppear before me, and, upon it compulsion, dread or fear	being privately and of any person or
1	harde their desilities that entarties and consider such meets	pish nato the within armed Si we right and claim of dower at	nith Carolina Electric and , in or to all and singular ti	Gas Company, its be premises within
	mentioned and released.	1 Shirl	u I. Ilio	1
•	Given under my hand and seal this	Il day of Janes	7	10.6
· 1	Notary Public for	s.c. //		
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	ar r	19 65 County	2, ag sb	
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	RIGHT Jam	B	g Y N. P. S.	( ) on a make in
•	Commity: Colleton RIGHT OF WAY GR James E. Hiers TO South Carolina Electric	79 79 . (	day of the	
,*	South	Breef,	Soon day	
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THE STATE OF	State of South Carolina,	
ğ. 2, 1	July at Colle Louis	
	KNOW ALL MEN BY THESE PRESENTS that & (Wa) Handales July Lyn Land	
X	Roddie F. Myers	
3		
Section 2	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	
1	office in Columbia, South Carolina, a right of way, over such route as Crantee had selected, having a width of	1
4	( 70) feet, upon, over, under and across lands of Grantor(s) situated in the	9
	County of	V
4	Northerty by lands of Italian Maning Variant	,,
1	Exterly by lands of Williams Thinks	
1	Southerly by lands of Q. C. A.	•
40.1	Westerly by lands of 12 22 22 12 16 16	
.]	12 Krt of land containing 40 Acres were or less lines.	
	Jan to far who know he by Brown and a lit	٠.
4		. !
1	Bireda Night of way inter Straiter land from	
	for for H. Varn thered extending and morth	
3	winter by decicles in to Ather land a of Weth haver	•
		. '
-	1 the with the right to construct, maintain, operate, replace and after thereon and thereunder one or more lines for the transmission of a marribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires,	· •
	communication wires, gays, push braces and other accessory apparatus and equipment deemed by Grantés to be necessary therefor, as well as the right to install, maintain and use anchors and gay wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and after thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth.	11
×	so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transporta- tion of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.	د
	Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, upparatus and equippient as Grantes may at any time deem necessary, and the right to remove any line or any part thereof.	Ť.
	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.	
N.	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 cloured or removed as hereinbefore.	ė,
Ç	provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be burne by Grantee.  Reserving, however, to Granters the right to cultivate the ground within the limits of said right of way, provided that such use	: 5
, i	shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected	•
1	Three hundred 11ve and 00/100)  Three hundred 11ve and 00/100)  Live and 00/100)  Three hundred 11ve and 00/100)	
	date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges berein granted	- į
	shall, without further act by the parties hereto, crase and determine and thereupon Grantee shall be relieved from any further obliga-	
1	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	,
7	any other person lawfully claiming or to claim the same or any part thereof.  The word "Granter(s)" shall include Granter(s') heirs, executors, administrators, successors and assigns, as the case may be.	1
1	The word "Grantee" shall include Grantee's successors and essigns and its wholly or partially owned subsidiagies.  N WITNESS WHEREOF, Granters have duly executed this indenture the 222 and day of 1965.	
, ,	Roddie F. Myers (SEAL)	
7	Roddie F. Myers (SEAL)	
į	(SEAL)	
Š	May terdelund	
W.	M. E./Corley (SEAL)	٤
1	(SEAL)	1
ı.d	recorded 7/13/65 3 P. M.	š

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State of South Co	. · · · · · · · · · · · · · · · · · · ·	Zamoan Tabadan			/- 1.8
KNOW ALL MEN BY		li ine ( 1484)	1 1800 70	11 13	Hicon
<del></del>		. Carroll B.	Hiers /	<u>.</u>	<del></del>
	:		•	***	
of the county and state afores (\$1.00) to me (us) in hand p hereby bargain, grant and con	aid, receipt of which	h is hereby acknowled	ged at and before t	de signing and seein	g of these presents, d
office in Columbia, South Car	olina, a right of w	sy, over such route as	Grantee had select	d, having a width o	
- Alng	nty	(70) feet, 1	apon, over, under an	d across lands of Gra	ntor(s) physical in th
County of Callet	Ser	State of Sout	Carolina, bounde	l as follows:	1
Northerly by lands of	13.11	Clare	and	S.C. Hack	10 437
Easterly by lands of	B. D.	Keare	·		P
	4	1/201-	of a	P	12
Southerly by lands of	1/	1 2 01	1/2	A BANK	. 0 4:
Westerly by lands of	y crease	<u> </u>	CHE an	A. M. C. Yhy	ikung #641
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Joseph K. J.	Cles Can	Ter his of	rightafina	y haizan	ure fully.
Johnnon de	Click.	2. 1 Leville	udram Si	10 CE 163	ic fate J 7.30
together with the right to cons	lruct, maintain, ope	rate, replace and alter	thereon and therough	der one ar more lines	for the transmission of
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well as the right to install, mainfall to construct, maintain, ope	intain and use anch	on and guy wires on	lands adjacent to th	e right of way herein	granted; and also th
so that it will not interfere with	h the ordinary culti	vation of said land, wi	ith valves, tieovers a	ed appurtenant facilit	ties, for the transport
tion of gas, oil, petroleum prod - Together also with the t	right from time to t	time to redesign, rebui	lld or alter said lines	and to install such a	dditional lines, appar.
tus and equipment as Grentee :	may at any time dec	em necessary, and the	right to remove any	line or any part the	rof.
Together also with the obstructions, upon said right of	way and such trees	s beyond the same as .	in the judgment of (	Frantee may interform	with or endanger sai
lines or appurtenances when ere PROVIDED, however,					
provided) caused by Granton in Reserving, however, to	n the course of cor	astructing, rebuilding o	r repairing said line	shall be borne by C	Crantos,
shall not interfere with or obstr	uct the rights herei				
within the width of said right.  And it is a condition of		Cranton shall tender.	and Grantor(s) sh	all accept, Grantee's	check in the sum o
	-,-,-	Dollars			
date of this agreement. If the	said sum is not pai	id or tendered within	the time specified,	the rights and gaf	vileges berein grante
shall, without furtifer act by the					
TO HAVE AND TO H And the Grantor(1) agr					
any other person lawfully clair	ming or to claim ti	he same or any part	thereof.		
The word "Granter(s)" The word "Grantee" shall incl	shall include Gran iude Grantee's succ	tor's(s') heirs, executors casors and assigns and	ers, administrators, s l its wholly or partia	uccessors and assigns By owned subsidiario	, as the case may b
IN WITNESS WHERE				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	- ele 10 la
			Kand	[BX	7 (574)
WITNESS:			Carroll	B. Hiere	(SEAL
C8 19 /10	Per -	^			
W. I. A. T.	1. D. T. S. S.	- Lt.			(SEAL
The second second	<del>,</del>				(STAL
M. E. Corle D. W. Funde	rburk		•		(SEAL
					(SCAL
recorded 7/13	/65 3 P.	M	· -		Form BW-1-8C 6-4

Personally appraised before me 20. C. Cally and made outh that he	saw the within named
Carolle B. Hims f	`((
n, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mention in the presence of each other, witnessed the	ned, and that he with due execution thereof.
Sworn to before me this /C// day of /kersec-	10.6.5
Notary Public for S. C.  ATE OF SOUTH CAROLINA,	
Personally appeared before me	saw the within named
	-
n, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mention in the presence of each other, witnessed the	
. Sworn to before me this	, 10
Notary Public for S. C.	· · · · · · · · · · · · · · · · · · ·
ATE OF SOUTH CAROLINA,	
Personally appeared before me.	
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the hand of	
eribed	
of	
(L. S.)	<b>9</b>
rate of South Carolina,  RENUNCIATION OF DOWER	•
foll of Boto	do hereby certify
o all whom it may concern that Mrs. Sacrate C = 2/ case the will	fe of the within named
did this day appear before me, and, up tractly extended by one, did declare that she does freely, volunturily and without any compulsion, dread or ones volunturely remounce, release and forever reliaquish into the within named South Carolina Electric is and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singul	pon being privately and fear of any person or and Gas Company, its lar the premises within ;
stoned and released. A 21 af C. Files	<u> </u>
Civen us any hand and soal this day of day of	
Notary Public for S. C.	$\dot{y}$
,	and the second of the second o
i miii wan seilem m	A. A.
ANT  & Gas  & Gas    19.65   D. 1964   M. noon  of Deeds	10
	13
GRA Hic G	B 1. 1. 1.
	Z'
MAN B.	$\mathcal{O}$
RIGHT OF WAY GRANT  RIGHT OF WAY GRANT  Carrioll B. Hiers  TO  South Carolina Electric & Gas  Company  Dated: 10 Juna  Company  A D. 19 & South Carolina, on the County  of  Carrioll B. Hiers  TO  South Carolina Electric & Gas  Company  A D. 19 & South County  at 3 o'dock in the A D. 19 & South recarded in Book  and recarded in Book  and recarded in Book  for said County on page	$\beta$
South Carolina  South Carolina  South Carolina  Com  Com  Com  Com  Com  Com  Com  Co	
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State of South Carolina,	42
gomes a Delisa Laboration	
KNOW ALL MEN BY THESE PRESENTS that I	(We) Jacob R. Folk
- lacate	18. 40Ck
. (\$1.00) to me (us) in hand paid, receipt of which is here	referred to as Grantor(s), for and in consideration of the sum of One I by acknowledged at and before the signing and seeling of these present Electric & Gas Company, a South Carolina Corporation having its prin
office in Columbia, South Carolina, a right of way, over	such route as Grantee had selected, having a width of
- Streety C	70) (set, upon, over, under and across lands of Grantor(s) situated i
Lace Coyle mile	State of South Carolina, bounded as follows:
20 11 11	es A al.
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Resterly by lands of	Correct Carroll B. Hear
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Months of Transfer Sold the	tor handral 13 de
procedulations in the section of the	guna southerestary ource
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astribution of electric energy, consisting of supporting struc-	ace and alter thereon and thereunder one or more lines for the transmissic tures, overhead and underground conductors and lightning protective w
	y apparatus and equipment deemed by Grantee to be necessary therefe guy wires on lands adjacent to the right of way herein granted; and also
right to construct, maintain, operate, replace and alter there	on and thereunder a line or lines of pipes, all pipe to be buried to such d said land, with valves, ticovers and appurtenant facilities, for the transp
tion of gas, oil, petroleum products or any other liquids, gas	ser or substances which can be transported through a pipe line.
Together also with the right from time to time to re- tus and equipment as Crantes may at any time deem necess	sclerign, rebuild or after said lines and to install such additional lines, appliant, and the right to remove any line or any part thereof.
Together also with the right from time to time to r	emove or clear and keep clear such trees, underbruth, structures and c
lines or appurtenances when erected, and the right of entry	the same as in the judgment of Grantee may interfers with or endanger upon Granter's said knots for all of the purposes aforesaid.
	of Grantor(s) (other than to property cleared or removed as hereinbe, rebuilding or repairing said lines shall be borne by Grantee.
Reserving, however, to Crantors the right to cultivate	e the ground within the limits of said right of way, provided that such
within the width of said right of way.	, and provided further that no building or other structure shall be ere
	shall tonder, and Grantor(s) shall accept, Grantes ocheck in the sun
Leve the volid by the and fee	Dollars (\$ 550.00) within the from
date of this agreement. If the sugrain is not paid or tenu shall, without further act by the parties hereto, cases and d	lered within the time specified, the rights and svitege berein gra- determine and thereupon Grantee shall be relieved from any further obj
tion hereunder.  TO HAVE AND TO HOLD the aforesaid rights by	the Grantee, its successors and assigns, as aforesaid.
And the Crantor(s) agree(s) to warrant and foreve	er defend the above granted rights against himself or his betra and aga
any other person lawfully claiming or to claim the same of the word "Grantor(s)" shall include Grantor(s(s'))	beirs, executors, administrators, successors and assigns, as the case may
The word "Grantee" shall include Grantee's successors and	
IN WITNESS WHEREOF, Granton have duly exec	ruted the indenture the day and year first above written:
	OCCOAR HOLK (SE
WITNESS:	(SE
Carl boustas b.	Jessie Hiers July 1882
111. 3. Co. Co.	(SE) (SE)
g Earl Douglas, Jr	(\$B.
M. E. Corley	(\$E/
recorded 7/13/65 3	P. M. (SE/

are the within according to with the wi	de barrey certify the within menad the w	
thereto mention	of Dowers  The the use and the sea the forth of the forth	or order in the A noon on page of Deeds on page
the for S. C.  Lie for S. C.	in named report to within written tertrument reportation deliver the within written tertrument and the second of t	Counth Carolina Electric & Gas  Company  Dated: 7 June  Beceived in the Clerk's Office of the County of Callic on the
State of South Carolina,  Deary of A.  Personally appeared before no ff.  Sworn to before per this from Publicary Publicary Publicary Publicary Publicary Publicary Publicary Personally appeared before no figure and at his act and deed deliver the within Sworn to before me this	STATE OF SOUTH CAROLINA,  Personally appeared before me as with within made cash that as the act and deed of asid corporate seal, and as the act and deed of asid corporate seal, and as the act and deed of asid corporate seal, and that with mentioned, and that with mane as wiscen to and euberthed before me, this is worth to be an act of South Carolina,  State of South Carolina,  I,  In the state of South Carolina,  In the stat	RIGHT OF WAY GRANT  Jacob B. Folk  OT

				Till .		
Sta		Carolina,	1.4	176 <del>-1</del>	42	12"
Const	ralalli.	Est.	<i>_</i>	•	Service Control	
	KNOW ALL MEN	BY THESE PRESE	NTS that I (We)	James M. H	iers, Jr.	<del></del>
<b></b>		<u>ifa</u>	11164 25	1. Hiero	<u></u>	
			<del></del>	· · · · · · · · · · · · · · · · · · ·	0	
(81.0	0) to me (us) in he	ad paid, receipt of w	hich is hereby acknow	wledged at and before th	in consideration of the sum of One signing and sealing of these pre Carolina Corporation having its	eestr. do
office				e as Grantse had salecte		
	- Missen Collins	Ti	(70) F	et, upon, over, under and	scross lands of Grantor(s) situate	d to the
Count	y olحِيْنَيْنِ	Ting	State of 5	outh Carolina, bounded	ne follows:	
North	orly by lands of	Carrol	Cherry	and of	20 Hiere	
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South	urly by lands of	29 2. 2	4.1.	and Inco	a Hath	<del></del>
	rly by lands of	3: 1	(bok.	tolor >	7	<del></del> -
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<u>بنگئ</u> و از	<del></del>	Carrie Congress Co	2 g . (i		2100	امست دور اس
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114	<del>-j.s.Y-af-in</del>	y lulers	Levile for	Landor fro.	1 land of Haco	A.K.
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7/14	jijol ky Lle		Eth Caroli		day Corpory Di	vg.
Jistriba commu well as right to so that	ution of electric energianication wires, guys, a the right to install, to construct, maintain, t it will not interfere f gus, oil, petroleum ;	gy, consisting of supp push braces and oth maintain and use an operate, replace and with the ordinary cu products or any other	corting structures, over the accessory apparation thors and guy wires I alter thereon and the ultivation of said land liquids, gaser or sub	rhead and underground us and equipment deems on lands adjacent to the crounder a line or lines on , with valves, ticovers and stances which can be tran	er one or more lines for the transmiconductors and lightning protective dby Crantes to be accessary the right of way herein granted; and pipes, all pipe to be buried to such appurtenant facilities, for the transported through a pipe line and to tratall such additional lines,	e wires, refor, as also the h dopth naporta-
tus end	d equipment as Cruzi	oe may at any time :	deem necessary, and t	he right to remove any l		
	rtions, upon said righ	t of way and such tr	ees beyond the same		antee may interfere with or endang	
	PROVIDED, however	er, any damage to t	he property of Grant	or(s) (other than to pre	perty cleared or removed as herei shall be borne by Grantes.	abelore
•	Reserving, however,	to Crantors the right	to cultivate the grou	ind within the limits of :	said right of way, provided that a liding or other structure shall be	
	the width of said rig	cht of way.			accept, Grantee's check to the	٠.
c She	rediend the	Nu du 17h.		in (1.135,0	4	om the
date of shall, v	this agreement. If	the said sum is not ; y the parties hereto,	paid or tendered with	in the time specified, t	he rights and privileges berein thall be relieved from any further	granted
any oti	TO HAVE AND TO And the Grantor(s) her person lawfully	agree(s) to warrant claiming or to claim	and forever defend the same or any pa	urt thereof.	ssigns, as aforesaid, i against himself or his helm and excessors and assigns, as the case in	•
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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 Fabruary 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  $\frac{|W|^{3}}{14th}$  day of

August 1965.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Thomas M. Howell, Jr.

Ganeal Steetes

Janeal Steltzer

Monroe Grayeon

\*Recorded:8/26/65 1 2 P. M.

STATE OF SOUTH CAROLINA COUNTY OF COLLETON

LEASE

THIS AGREDIENT, made as entered into as of the 21st day of August 1965, between Blanche Oleck, bereinafter referred to as the Lesson and Elizabeth Close, hereinafter referred to as the Lesson.

## WIINESSEIH:

That the said Lessor does hereby lease unto the said Lessoe and the said Lessoe 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 pertain 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 (1221) Feet on the Northern line and bounded North by lands of Novit-Siegel Real Estate Company, Inc., formerly of Bessie 2. Novit; Measuring Eighty-Eight (881) Feet on the Eastern line and bounded East by Walter Street; Measuring One Hundred Fifty (1501) 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 Planche Oleck by doed of S. Robert Oleck, dated 1948, recorded in Deed Book 100 at Page 346 in the office of Clark 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 Lesses, covenants and agrees to pay to the Lessor monthly as rent for the lessed premises the sum of Fifty and No/100 (\$50.00) Doilars, 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 paymont of the rent above stipulated for as long as thirty (30) days after the transition in the said Lessor, her attorneys or agents, shall have the right to

> Recorded 9-17-65 4 P.m.

DEEDS in the deal of the con-\*\*\*

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 WITHESS WEEREOF, 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 Willeline

William R. Bodkin As to Lessor

1 Timar

STATE OF NEW YORK COUNTY OF NEW YORK

PROBATE

PERSONALLY appeared before me Harry Wozniak 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.

SWORN to before me this

/ day of September 1965.

My Commission Expires: March 30, 1967

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Recorded 9/17/65

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.

STATE OF SOUTH CAROLINA COUNTY OF COLLETON

LSASE

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 Lossor and Elizabeth Close, hereinafter referred to as the Lossoe.

## WIINESSETH

That the said Lessor does hereby lease unto the said Lessoe and the said Lessoe 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 Walterbore, Colleton County, South Carolina, measuring and bounding as follows: Measuring One Hundred Ten (1101) 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 (30.21) Peet on the Eastern line and bounded East by Welter Street; Measuring One Hundred Twonty-two (122') Fest on the Southern line and bounded South by lands of Blanche Oleck; and measuring Thirtyone and four-tenths (31:41) Feet on the Western line and bounded West by Jefferies Boulevard, be all the said measurements more or less.

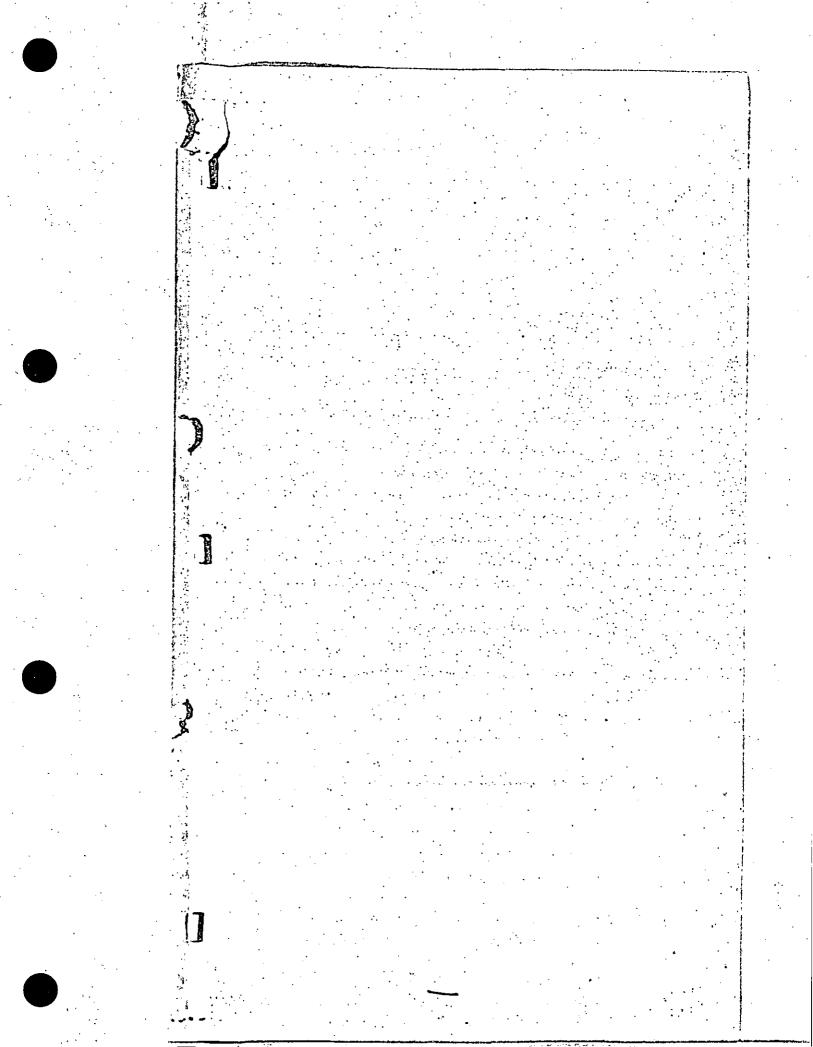
TO HAVE AND TO HOLD the said premises for the term of Five (5) years, said term to commence on the 21st, day of August 1965 and to end on the 20th day of August 1970.

The Lessee governments 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 Lesse for an additional term of five (5) years, at a rental of One Hundred Seventyfive and No/100 (\$175.00) Dollars per month, provided that said Lessee rives

Recorded 9-17-65 48.m.

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to said Lessor thirty (30) days notice of her intention to exercise this option, prior to the expiration of this Lesse.

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 lessed 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 ecoupying the same.

This Agreement shall be binding on the parties herete, their heirs, executors, administrators, successors or assigns.

IN WITHESS WHEREOF, the said parties have bereunto set their hands and seals in duplicate, the day and year first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESIDENCE OF:

wald of Tracer

Pearl Wood

NOVIT-SIEGEL REAL ESTATE CON-

PANY, INC., (SPAL)

BY SEAL (SEAL

Sam Siegel, Procident Lesor

Blacketh Close, Legace.

Recorded 9-17-65

- 2 -

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 R 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 thoroof.

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.

CANCELLATION OF OPTION

COUNTY OF COLLETON

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:

FIRST NATIONAL BANK OF ST. GEORGE

Its President.

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me \_\_Isadore Bogoslow that he saw the within named Pirst 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 execution thereof.

SWORN to before me this 27th day of December 1965

Notary Public for South Carolina

10 A. M. Recorded 12/28/65

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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 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.

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WHEREAS,	on the 2lst_ day of

PURE OIL COMPANY
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# 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 madecath 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 Perer 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

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## 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 bax that she with Ruth Saunders witnessed the execution thereof.

SWORN to before me this 30th day of September A. D., 1966.

Nell Cooker

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.

go assignment property

STATE OF SOUTH CAROLINA )

COUNTY OF COLLETON

AMENDMENT TO LEASE

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 rontal 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)

WHEREAS, Incia 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;

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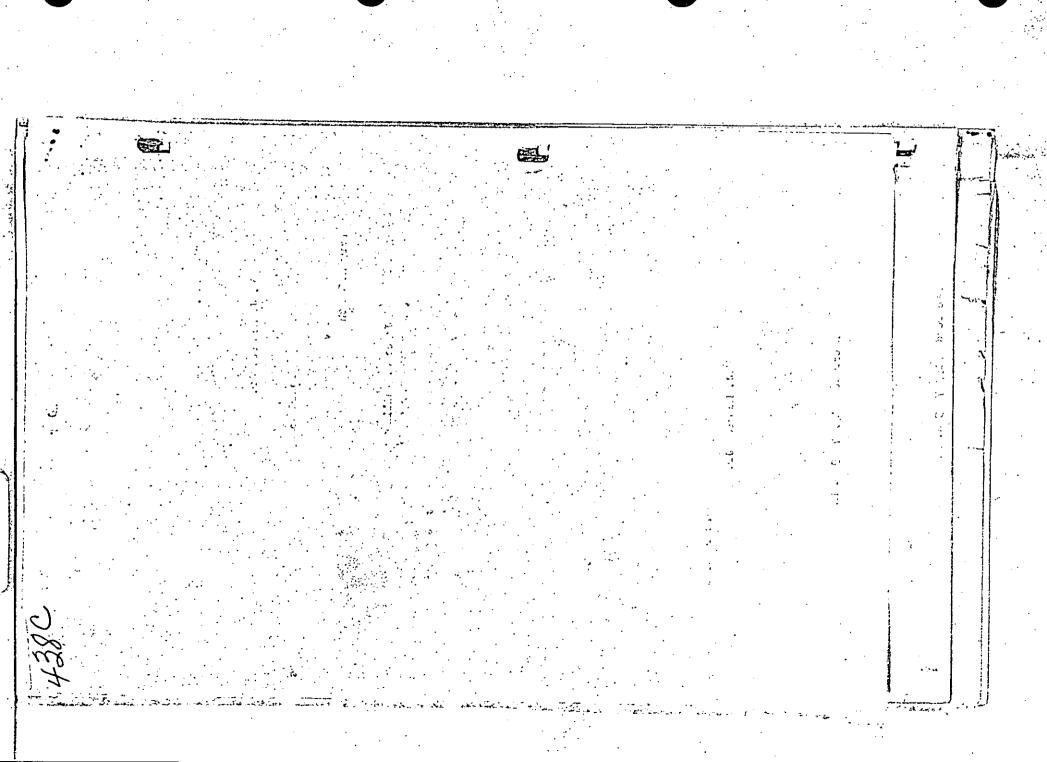
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now exists until 31 August 197 IN WITNESS WHEREOF, the parties hereto have hereunto their hands and seals, in duplicate; this 30 day of January 1966, SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF: As to Lucia D. Mixon Pearl Wood Handle Company, STATE OF SOUTH CAROLINA ) COUNTY OF COLLETON PERSONALLY appeared before me Pear 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 March Pearl Wood ZW.J. McLeod, JEEAL) Public for South Carolina My commission expires at the pleasure of the Governor.

Recorded 3/15/67 9 A. M



STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me Mary M. 8mith:

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 pur
poses therein mentioned, and that She, with Joyce P. Phillips

SWORN to before me this 1st

witnessed the execution thereof.

Mary M. Smith

day of February 1967.

Joyce P. Phillips ) Carlos SEA

My commission expires at the pleasure of the Governor.

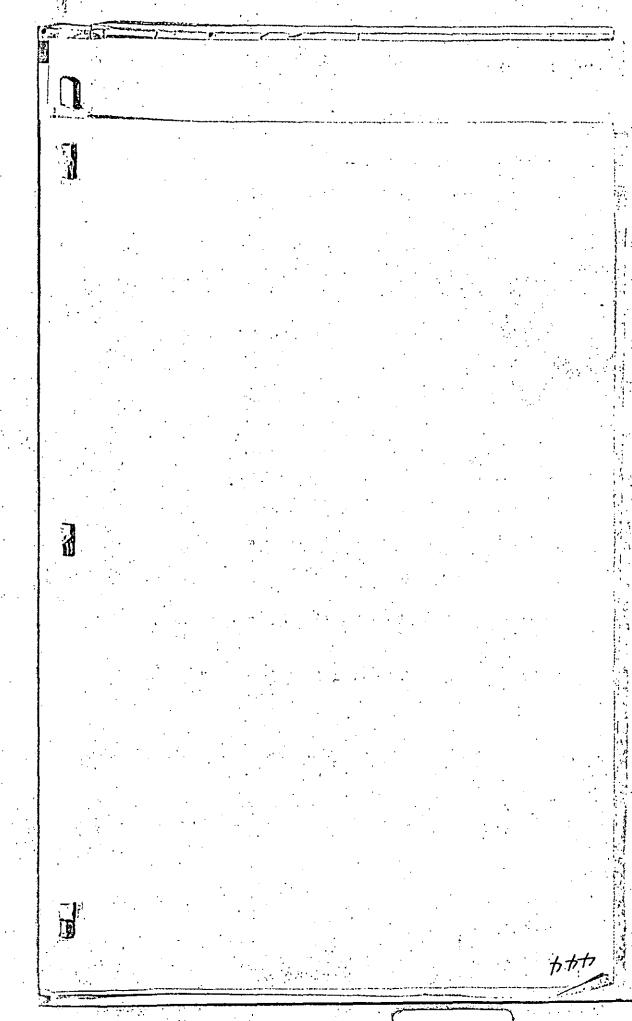
Recorded 3/15/67 9 A. M.

STATE OF SUUTH CAROLINA DUNITY OF CHARLESTON FOR VALUABLE CONSIDERATION, WE DO, without the College College College sell, transfer and set over unto Loon Delson his heirs Australians the Markent of Lucas Realty Corporation Leon Gelaon which Assignment was dated 21 day of July 1961, hereunto attached and recorded in 6 Clark of Court, Colleton County \_in Book 130 Page 16 tongathencentain when continued y continues 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) THE SOUTH CAROLINA NATIONAL BANK OF CHARLE TON TATE OF SOUTH CAROLINA COUNTY OF CHARLESTON PERSONALLY appeared Putricia C.Steffel. and made onth that She saw the above named John C. Wilson as Vice Prosident, and Wignboth WateImmes 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 Bonnis b. Williams witnessed the execution thereof. SWORN to before me this 10th day of January A.D. 19 63 Seal affixed My Commission expires Jan. 1, 1970.

Recorded Feb. 2, 1968 5 P. M.

	In the way of the way
	STATE OF SOUTH CAROLINA )
11/2	COUNTY OF COLLETON ) Clerk of Count, Colleton County, S. L.
Ш	FOR VALUABLE CONSIDERATION, the lease from Lucas Realty
3 - 1	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
ri /	Carolina, is hereby terminated and canceled.
	DATED this 10th day of January 1968.
	in the presence of: Lucas realty componation (seal)
	Isadore Bogoslow  By Mathematica President  Paul Lucas, Jr.
	Margaret B Killiard Tomor to L. Nettley See
	Margaret B. Hilliard
A law	The state of the s
	STATE OF SOUTH CAROLINA )
	COUNTY OF COLLETON )
3 · · · · ·	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
). No.	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    Margaret B. Hilliard
	Notary Public for South Carolina. Isadore Bogoslow
ي ساه و د دوړ	My Communion expires Jamary t, 1970
	Recorded Feb. 2, 1968 5 P. M.
, A.	

STATE OF SOUTH CAROLINA COUNTY OF COLLETON 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 PASSENCE OF: -SOUTHERN FERTILIZER AND CHEMICAL STATE OF GEORGIA CHATHAIL COUNTY OF. 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 li. J. Sutcliffe witnessed the execution thereof, SWORN to before me this 15thday of March 1968 (SEAL) Seal affixed My Commission expires \_ Obil 12,1911 Recorded March 21, 1968



ดูกันนก

STATE OF SOUTH CAROLINA > COUNTY OF COLLETON

ASSIGNMENT OF LEASE

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

STATE OF SOUTH CAROLINA COUNTY OF COLLETON

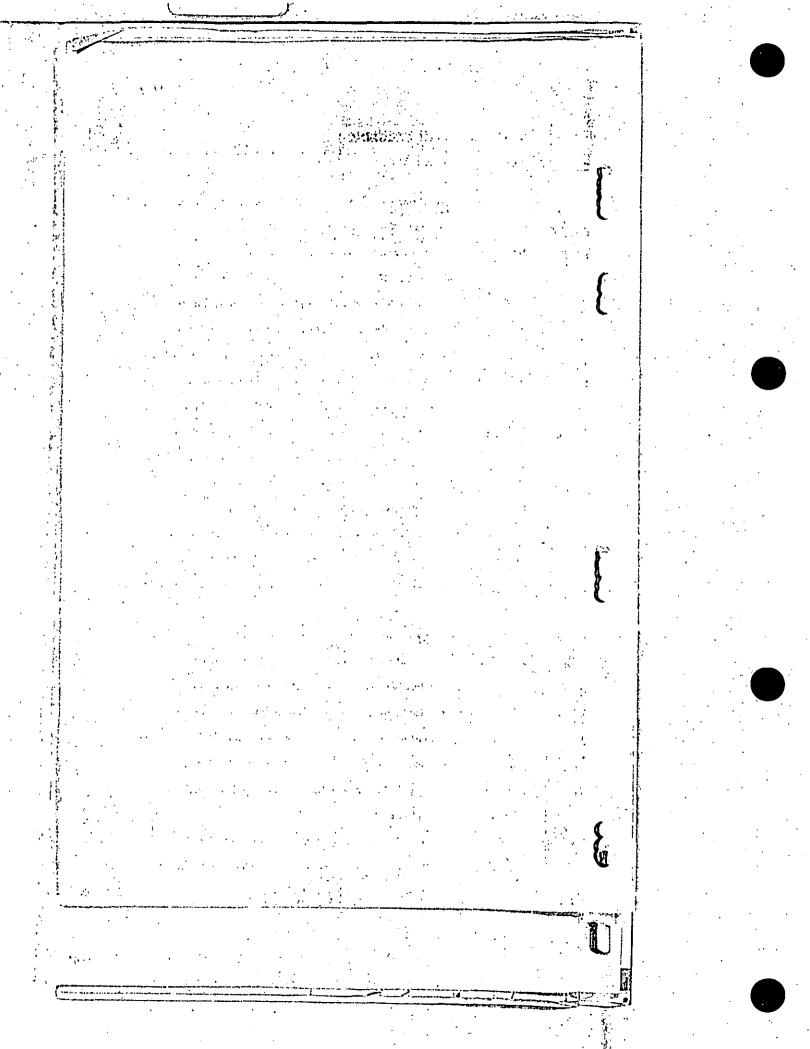
PERSONALLY appeared before me Pearl Wood made oath that she saw the within named Robert C. Thompson, d/b/a T & M Handle Company, sign, seal and, as his act and deed, deliver the within written Assignment of Lease for the uses and purposes therein mentioned, and that she, with W. J. McLeod, Jr., witnessed the execution

SWORN to before me this 27 day of May 1968.

(SEAL) Public for South Carolina

commission expires 1 January 1971.

Recorded may 28-1968.



STATE OF SOUTH CARCARA
COUNTY OF COLLETON

COLLATERAL ASSIGNMENT OF LEASE.

This Assignment, made this 27 day of May 1968 by T & M
Handle Mamufacturing 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.;

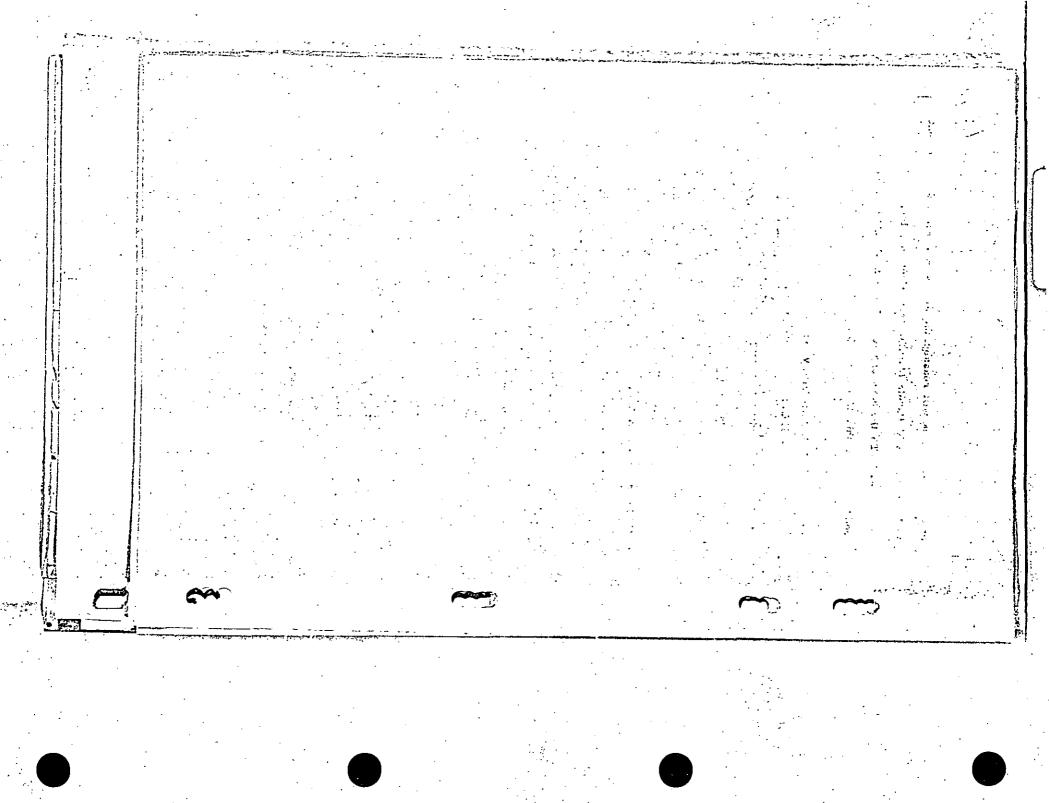
Together with all rents, income and profits arising from said Lease and Amendment to Lease, and renewals thereof;

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 1966.

It is expressly provided that upon payment of the aforesaid note, including all extensions or renewals thereof, that the said Farmers

Reended May 29-1968



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:

T & M HANDLE MANUFACTURING COMPANY, INC. (L.S.)

By: Blafe C flore (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

Pearl Wood

Pearl Wood

And Thompson St., 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.

Notary Public for South Carolina

My commission expires 1 January 1971.

day of <u>May</u> 1968.

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 Elsis 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 IN THE PRESENCE OF: Donald B. Barron

Gertrude Vander

IN THE PRESENCE OF:

Givens

STATE OF SOUTH CAROLINA) COUNTY OF \_\_COLLETON

PERSONALLY appeared before me being duly sworn says that she saw the within named Elsis 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

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

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.

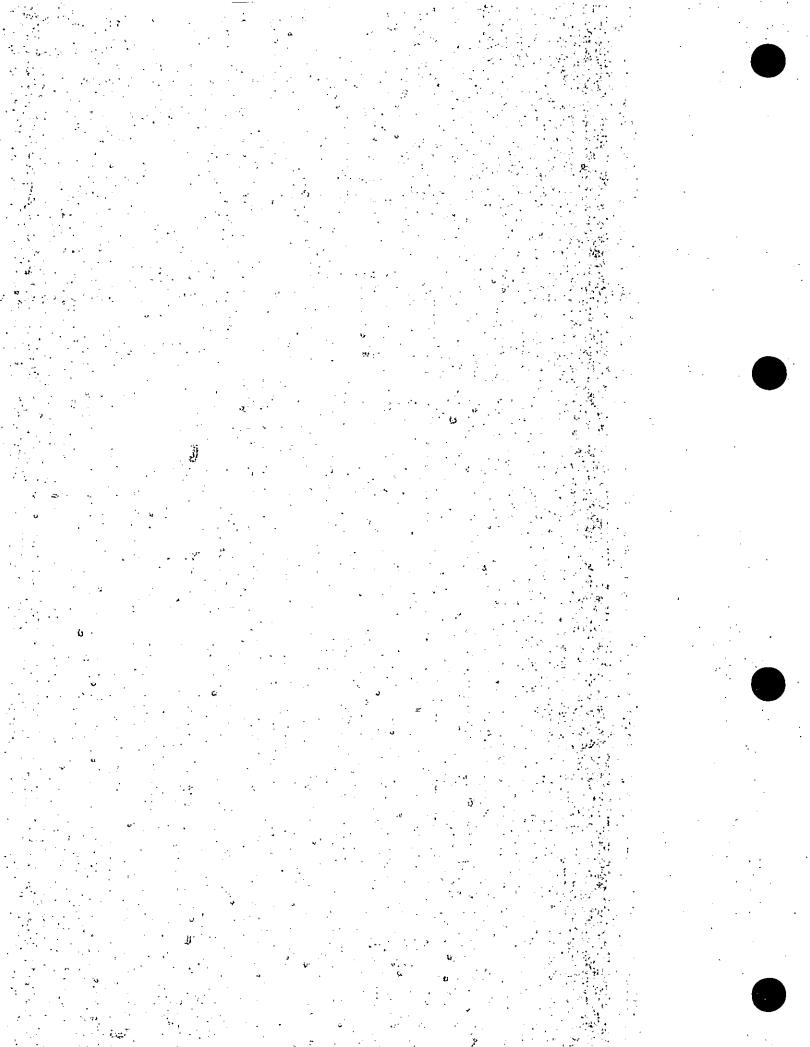
Gertrude Vander Vliet

Robbie Longstreet (SEAL) (SEAL AFFIXED)
Notary Public for Michigan

My commission expires December 2, 1972.

Recorded 3-10-69

	STATE OF SOUTH CAROLINA) SATISFACTION OF HORTGAGE OR AGREEMENT
	The bond of D. Clyde & Mary M. Smith to Stevenson,  Zinunerman & Co. secured by the hortgage 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.  WITNESSES:  STEVENSON, ZIMMAN & CO.  By: 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 she saw Louis Williams as Vice Pres and of STEVENSON,
	SWORN to before me this 29th.  day of June 19 71  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 of STEVENSON,  ZIMERMAN & 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 as- signed, 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 form Williams  (Seal Affixed)  Notary Public for S.C.
	Commission expires 11/131979  Recorded June 30, 1971. 4:00 P.M.



	That the said Association does her at and for the price of	reby agree to sell and convey the above-desc and Two litindred and No/100			
	•		•		
	to be paid in the manner following: The sum of				
		·.	300,00 Dollars		
	being hereby paid (the receipt thereof being	acknowledged by the Association). Upon t	the payment unto said Association		
	of the further sum of . Three Thous.	•	· ·		
	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 hinds itself and its successors and assigns, to convey the above-				
	decribed real property unto the said Austin Ruger, Jr.				
	(his) (her) (their) heirs, execut	water with the street by a court	ues Dard with covenants of simple		
	warranty, free from encumbrance		· es of said Association, No.		
	920 Bay Street, Reaufort, South		and No/100		
			O Dollars		
	each, commencing on the first do		y of each month thereafter		
	until the principal and interest:		rate of six (6%) per cent		
. 7	per annum. The said monthly for	٠.	ient of interest due on the		
1	said Contract of Sale, computed		ces, assessments, or insur-		
-	ance as shall from time to time	79 7	of Sale during the terms		
,	thereof, with interest thereon at t		of the said amount to the		
	payment to that extent as a credi		nents to continue until the		
	principal and interest, taxes and		-		
	3. When the principal of	•			
	į.				
	´		Dollars,		
	the Association will deliver, or G		premises, free and clear of		
	all encumbrances, except such as delivery of such Deed, execute a		y upon the execution and		
			a over the above-described		
	property for said sum of				
	payable in monthly installments, with interest thereon at the rate of six (6%) per cent per annum, until paid in full, as				
	prescribed by said Association.				
	4. That the Purchaser is to have the immediate possession and use of the said premises, and he (she) is to do no act in or upon the said premises that would injure or depreciate the value of the same.				
	5. And it is agreed that the Purchaser shall pay all taxes, insurance and water rents chargeable against the said premises, and any and all assessments levied by law against the same, accruing and falling due from and after these				
	presents, and will deposit monthly with the Association the additional sum amount toPour_and_No/100				
		(\$.			
	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.				
, lá	6. The Association agrees to pay for the documentary stamps to be affixed to the Deed in connection with this				
		• •			

STATE OF SOUTH CAROLINA,

## 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 thorcon, situate, lying and being in the Town of Wa

in the Town of Wa and designated plat prepared for Richardson, Suri page 105, bound of C. B. Craver twenty (20) fermeasuring there on the West by the reon one hu

Being the and Loan Associ October 30, 19 Office of the (



shown
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David
lock 9,
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