88 (Texas) EMMIE S. MARVIN TO J. F. HOLSAY Form P O-D

Oil and Gas Mining Lease

AN AGREEMENT, entered into this 18th day of March 1944, between Emmie S. Marvin, whose husband is J. P. Marvin

lessor (whether one or more), of the post office of White Hall, South Caroline, and J. F. Holsay: Lessee.

1. Lessor, in consideration of the sum of Ten and no/100 ------- Dollars ($ 10.00), in hand paid, and of the covenants and agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee, for the purpose of testing by any method for formations or structures and prospecting and drilling for, mining, and producing oil and gas, laying pipe lines, building tanks, storing oil and water resulting from operations hereunder, and building towers, stations, telephone lines and other structures (including houses for employees) thereon, to produce, save, take care of, treat, process and transport oil and gas, the following described land in Colleton County, South Carolina, to-wit:

all that piece, parcel, or tract of land situate, lying and being in Blake Township, County of Colleton and State of South Caroline, measuring and containing Twelve Hundred Thirty-One and 54/100 (1231.54) acres, more or less, and bounded on the North by Public Highway leading from Charleston to Savannah by lands now or formerly of Mrs. E. S. Marvin, and lands of Zonler; on the East by Public Highway leading from White Hall to Hendersonville; and by lands now or formerly of Charles Crewell and estate of Ben Garrett; on the South by lands now or formerly of Estate Ben Garrett; and on the West by lands now or formerly of J. S. Heyward, of Combahee Company "White House Tract", and of estat of Joseph Marvin, all of which will more fully appear by reference to plat of said tract made by J. F. Huttell, C. E., of date July 2, 1921, copy of which is on file with the Federal Land Bank of Columbia.

For Cancellation of Lease see Deed Book 102 Page 26

It is the intention of the lessor and lessee that this lease shall also include, and there is hereby included and leased for the purposes and consideration herein stated, all the land owned and claimed by lessor adjacent or contiguous to the land above described, whether in the same or different surveys. For the purpose of determining the amount of any money payments hereunder said premises shall be treated as comprising 1231.54 acres, whether there be more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten years from this date (hereinafter called "primary term") and as long thereafter as either gas or oil is produced from said land hereunder.

3. The royalties reserved by lessor, and which shall be paid by lessee, are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected; however, lessee may from time to time purchase such royalty oil, paying therefor the market price at the wells currently prevailing on the day it is run into the pipe line or storage tanks; lessor's interest in either case shall bear its proportion of any expense of treating unmerchantable oil to render it merchantable as crude; and (b) on gas (including casing-head gas) produced from said land and sold or used off the land or in the manufacture of gasoline or other product, the market value at the wells of one-eighth of the gas so sold or used, provided that if and when lessee shall sell gas (including casing-head gas) at the wells lessor's royalty thereon shall be one-eighth of the amount realized from such sales; during any period when, after a discovery of gas on said land, gas is not being sold on account of lack of a market, and is not being used off the land or in the manufacture of gasoline or other product, and there is no current production or operation on said land sufficient to keep this lease in force, lessee may pay as royalty Fifty Dollars ($50) per year for each shut-in gas well, and it will be considered that gas is being produced, within the meaning of paragraph 2 hereof, during any period for which such payment is made, and no rental shall insure during any period covered by such a payment.

4. If drilling operations are not commenced on said land on or before one year from this date, this lease shall then terminate as to both parties, unless lessee shall pay or tender to lessor or to the credit of lessor in The Bank of Walterboro Bank at Walterboro, S. C., or any successor, the sum of Sixty-One and 68/100 ------- Dollars ($61.68) (hereinafter called "rental"), which shall extend for 12 months the time within which drilling operations may be commenced. Thereafter, annually, in like manner, and upon like payments or tenders, the commencement of drilling operations may be further deferred for periods of 12 months, each during the primary term. The payments or tenders of rental may be made by the check or draft of lessee, mailed or delivered on such bank or lessor (at post office address last known to lessee) on or before such date for payment. Notwithstanding any change or division in the ownership of said land, the payment or tender of rental in the manner herein provided shall be binding on the heirs, successors and assigns of lessor. If the bank above-named (or any successor) should fail or refuse to accept rental, or should cease to transact banking business without having a successor, lessee shall have thirty (30) days after lessor shall have delivered to lessee a proper recordable instrument designating a sub-stitute bank (and its successors) as agent to receive rentals, within which to make payment or tender of any rental or rentals tendered but not accepted or whose normal date for payment shall fall before the end of said thirty (30) day period. Lessor shall notify lessee, by notice in writing, whenever the bank hereinbefore authorized to receive rentals shall be succeeded by another bank, and lessee shall have thirty (30) days after receipt of such notice, within which to make payment or tender of any rental or rentals whose normal date for payment shall fall before the end of said thirty (30) day period. All provisions applicable to the bank above-named (and its successors) shall apply to a substitute bank and its successors. For the purposes of this lease, a bank is successor to another bank if the former bank shall (directly or through the medium of one or more intervening banks) receive the deposits or continue the banking business of the latter bank. The above-named bank and any other bank authorized to receive rentals hereunder shall be lessee's agent. Drilling operations hereunder shall be deemed to be commenced when the first material is placed on the ground.

5. If during the primary term and prior to the discovery of oil or gas on said land lessee should drill a dry hole thereon, this lease shall not be terminated thereby if lessee commences (other drilling operations or commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days from completion of the dry hole, or, if there be no such rental paying date, commences further drilling operations before the expiration of the primary term. If after the discovery of oil or gas the production thereof should cease from any cause, this lease shall not be terminated thereby if lessee commences drilling or reworking operations within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following such cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as drilling or reworking operations (whether on the same well or on different wells successively) are continuously prosecuted and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land hereunder. Such operations, after the expiration of the primary term, shall be deemed to be continuously prosecuted if not more than sixty days shall elapse between the completion of drilling or reworking operations on a well and the commencement of drilling or reworking operations on another well.

6. Lessor shall have the free use of oil, gas and water from said land, except water from lessee's wells, for all operations hereunder, and the royalty on oil and gas shall be on the net quantity after deducting any so used for operations. If lessee shall operate the leased premises jointly with other premises by a central plant or plants using oil or gas as fuel, and there be available such fuel (oil or gas) from the leased premises, then lessee shall have the right to allocate to the leased premises, for deduction as free fuel, their pro rata share of the total oil or gas consumed in such plant or plants as fuel. If in its judgment advantageous, lessee may use in separate operation of the leased premises or in such central plant fuel not available from the leased premises, or power, and charge its cost (or the proper pro rata portion thereof) against the production from the leased premises, but in no event more than the cost (or the proper pro rata portion thereof) of that equivalent amount of fuel from the leased premises which would have been used in the same operations, had fuel from the leased premises been employed therefor. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth in cultivated land, and no well shall be drilled within two hundred feet of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at the risk and expense of lessor, of making connection and using gas from any gas well on said land for stoves and inside lights in the principal dwelling on said land out of any surplus gas not needed for operations hereunder.

7. As used in this paragraph, "mineral" means other than oil or gas. If, while this lease remains in force, any mineral shall be discovered in said land in commercial quantities, lessee, at lessee's option, shall have the exclusive right to mine the same with all incidental rights, including that of ingress and egress, so long as such mineral shall be produced in commercial quantities, and shall pay lessor a royalty in kind or value at the mine at lessee's election of one-eighth of all minerals so mined, except that the royalty on potassium and sodium salts and related compounds shall be one-twentieth of their value at the mine on all mined and marketed, and except that the royalty on sulphur shall be fifty cents per long ton (2240 lbs.) on all mined and marketed. Production in commercial quantities of any mineral shall keep this lease in force also as to oil and gas and all minerals, and such production shall eliminate rental just as would production of oil or gas. In the event of the discovery of any mineral in substantial quantities which lessee deems to be probably commercial, then, notwithstanding any provision of this lease under which it might sooner terminate, lessee shall be allowed three years after such discovery or after the cessation of the production, if any, of oil or gas, whichever event happens last, within which to determine the extent of the deposit of such mineral and, if such deposit shall be in commercial quantities, to begin commercial production of such mineral. The commercial production of mineral begun during such three year period but after the primary term, shall have the same effects as though commenced during the primary term. Nothing contained in this paragraph is intended or shall be construed to shorten the primary term or to terminate this lease sooner than it would otherwise terminate.

8. The rights of either party hereunder may be assigned in whole or in part. Any assignment in part is meant to assignment as to only part of said land, or an assignment as to only a certain mineral or minerals, or an assignment as to only a certain mineral or minerals in part of said land. The provisions hereof shall extend to their heirs, successors and assigns of the parties hereto, but no change or division in the ownership of the lands, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights and privileges of lessee; offsetting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises, nor shall separate measurement of the production of any particular well or wells on the leased premises be in any event obligatory. No change or division in the ownership of the lands, rentals or royalties shall be binding on lessee for any purpose until lessee shall be furnished with satisfactory written evidence thereof, including the muniments of title or certified copies thereof. Should lessee assign this lease in whole or in part, lessor shall look solely to the assignee for the performance of its terms, or (if the assignment was in part) for the performance of its terms as to the acreage covered by the assignment, but only as to the mineral or minerals specified therein, if the assignment was limited to a certain mineral or minerals. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals is apportioned as between the several leasehold owners ratably, according to the surface area of each, and failure by one or more of them to pay his share or

See assignment over, same Book, Page 180

shares of the rentals shall not affect the validity of the lease on the part of the land upon which pro rata rentals are paid or tendered. Drilling or production on any portion of the leased premises shall (so far as concerns the continuance of this lease) inure to the benefit of the owners of the lease upon all portions of the leased premises. Lessee may at any time, and from time to time, execute and deliver to lessor or place of record a release covering all or any portion or portions of the leased premises as to all or any specified mineral or minerals, and thereupon shall be relieved of all obligations as to the acreage surrendered, or as to that acreage as to only the particular mineral or minerals specified, as the case may be. After a release of this lease in its entirety as to only part of the acreage, the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by such release.

9. If there are, or if hereafter there shall be, two or more persons each of whom shall be entitled to receive a royalty of less than 1/8 of the total production, all such persons shall, by sufficient written instrument, designate some agent to receive payment for all of them, and lessee shall not be required to make payment to such persons, or any of them, until such instrument is furnished. However, in lieu of all such persons appointing the same agent, such persons may form themselves into different groups, those in each group appointing an agent to receive payment for only those in that group, provided that no group shall in the aggregate own a royalty of less than 1/8 of the total production.

10. This lease shall never be forfeited, cancelled or terminated for failure by lessee to perform in whole or in part any of its implied obligations, nor while oil or gas is being produced in paying quantities for any cause whatsoever, unless there shall first be a final judicial ascertainment that such obligation or cause exists and that lessee is in default. Upon such final determination, lessee is hereby given a reasonable time thereafter to comply with such obligation, or at lessee's election, to surrender the lease, with the option of reserving, under the terms of this lease, each producing well or well that is being drilled or reworked and ten acres surrounding it to be selected by lessee.

11. In case of suit, adverse claim, dispute or question as to the ownership of the rentals or royalties (or some part thereof) payable under this lease, lessee shall not be held in default of payment of such rentals or royalties (or the part thereof in doubt) until such suit, claim, dispute or question has been finally disposed of, and lessee shall have thirty (30) days after being furnished with the original instrument or instruments disposing of such suit, claim, or dispute (or a certified copy or copies thereof), or after being furnished with proof sufficient, in lessee's opinion, to settle such question, within which to make payment. Should the right or interest of lessee hereunder be disputed by lessor, or any other person, the time covered by the pendency of such dispute shall not be counted against lessee either as affecting the term of the lease or for any other purpose, and lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

12. When drilling or other operations are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or as a result of some order, requisition or necessity of the government, or as the result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding. Non-compliance, delay in compliance or incomplete compliance by lessee with any provision of this lease caused by lessee's obeying or performing any statute, regulation, rule or order enacted or issued for the conservation of oil and/or gas or the prevention of the waste of oil and/or gas shall not be considered a default on lessee's part and shall not render lessee liable to lessor for any loss, damage or injury suffered or sustained by lessor on account thereof. Should production temporarily cease on said land on account of a shutdown ordered by any public authority, this lease shall not terminate on that account but, on the contrary, it will be considered that oil and/or gas was produced from said land continuously during such shutdown, within the meaning of paragraph 2 hereof.

13. Lessor hereby warrants and agrees to defend the title to said land and agrees that lessee, at lessee's option, (but without any duty to do so), may pay and discharge in whole or in part any taxes, mortgages, or other liens upon said land or any part thereof, and in that event lessee shall be subrogated to such lien, with full right to enforce the same, and in addition thereto may retain for the satisfaction of such lien and interest all royalties or rentals accruing hereunder. The lessor shall pay directly, or reimburse lessee for, such proportion of any production and/or severance taxes, upon or measured by the total production or its value, as the royalty interest bears to the total interest. Without any impairment of lessee's rights under lessee's warranty of title it is agreed that if lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

IN WITNESS WHEREOF this instrument is executed on the date above written.

(L. S.)

Romie S. Garvin (SEAL)

Witnesses:

Fitz Eugene Dixon

Katherine H. Doar

By J. H. Holsey (SEAL)

STATE OF SOUTH CAROLINA,
Colleton County

Personally appeared before me Fitz Eugene Dixon

and made oath that he saw the within named Romie S. Garvin

sign, seal and as his act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that he, with

Katherine H. Doar witnessed the

execution thereof.

SWORN to before me this 15th
day of March, 1944
Katherine H. Doar (L. S.)
Notary Public of S. C.
(Seal affixed)

Fitz Eugene Dixon

STATE OF SOUTH CAROLINA,
County

RENUNCIATION OF DOWER

I, do hereby certify

unto all whom it may concern, that Mrs.

the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion,

dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

heirs

and assigns, all her interest and estate, and also all her rights and claims of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this
day of
Anno Domini 194
(L. S.)
Notary Public of S. C.

THE STATE OF SOUTH CAROLINA,
COUNTY OF } ss.

I, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the 18th day of September 1944 at 1:30 o'clock P. M., and was duly recorded on this day of 19, in the Deed Records of said County, in Volume, on pages

Given under my hand and seal of office on the day and year last above written.

Clerk, County Court, County, S. C.

By
Deputy.

88 (Texas) JENNIE M. WICHMAN ET AL TO J. W. HOLSKY Form P O-D

Oil and Gas Mining Lease

AN AGREEMENT, entered into this 3rd day of May 1944 between Jennie M. Wichman, Caroline K. Klein, and Lucile K. Finger by Caroline K. Klein as her attorney in fact under power of attorney, dated 10 June 1939, recorded in Book 77, Page 160, in the office of the Clerk of Court for Colleton County, S. C.

Lessor (whether one or more), of the post office of Walterboro, S. C. and J. W. Holsky Lessee.

1. Lessor, in consideration of the sum of Fifty Five and 30/100 ----- Dollars ($55.30), in hand paid, and of the covenants and agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee, for the purpose of testing by any method for formations or structures and prospecting and drilling for, mining, and producing oil and gas, laying pipe lines, building tanks, storing oil and water resulting from operations hereunder, and building towers, stations, telephone lines and other structures (including houses for employees) thereon, to produce, save, take care of, treat, process and transport oil and gas, the following described land in Colleton County, South Carolina, to-wit:

All that tract of land situate in Bleke Township, Colleton County, South Carolina, aggregating eleven Hundred Six (1106) acres, more or less, and bounded now or formerly as follows: Northwest and North by lands of J. Guilliard, Tom Jenkins, C. H. Bennett, L. Moultrie, Aseu Wright, Lizzie Ford, Cain Jenkins; east by lands of Mrs. Caleb Sauls, Harry Boylor, Bill Green, Niegers, J. Fraser; South by lands of Richard Green, B. Blue, Jim Fraser; and West by lands of John Campbell, D. Ancrum, S. Mix. Said tract being delineated on plat thereof by J. N. Frank, Surveyor, dated 30 September 1919, recorded in Plat book 2, Page 7.

It is understood, however, anything in this lease to the contrary notwithstanding, that all marl, limestone and phosphate deposits on the said lands are excepted from the mining rights referred to herein, and that the lessors, their heirs and assigns, may mine the said marl, limestone and phosphate deposits so long as said mining does not materially interfere with the rights granted in this lease.

For Release See M. R. C. Book 77-Page. 69.

It is the intention of the lessor and lessee that this lease shall also include, and there is hereby included and leased for the purposes and considerations herein stated, all the land owned and claimed by lessor adjacent or contiguous to the land above described, whether in the same or different surveys. For the purpose of determining the amount of any money payments hereunder said premises shall be treated as comprising 1106 acres, whether there be more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten years from this date (hereinafter called "primary term") and so long thereafter as either gas or oil is produced from said land hereunder.

3. The royalties reserved by lessor, and which shall be paid by lessee, are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected; however, lessee may from time to time purchase such royalty oil, paying therefor the market price at the wells currently prevailing on the day it is run into the pipe line or storage tanks; lessor's interest in either case shall bear its proportion of any expense of treating unmerchantable oil to render it merchantable as crude; and (b) on gas (including casing-head gas) produced from said land and sold or used off the land or in the manufacture of gasoline or other product, the market value at the wells of one-eighth of the gas so sold or used, provided that if and when lessee shall sell gas (including casing-head gas) at the wells lessee's royalty thereon shall be one-eighth of the amount realized from such sales; during any period when, after a discovery of gas on said land, gas is not being sold on account of lack of a market, and is not being used off the land or in the manufacture of gasoline or other product, and there is no current production or operation on said land sufficient to keep this lease in force, lessee may pay as royalty Fifty Dollars ($50) per year for each shut-in gas well, and it will be considered that gas is being produced, within the meaning of paragraph 2 hereof, during any period for which such payment is made, and no rental shall insure during any period covered by such a payment.

4. If drilling operations are not commenced on said land on or before one year from this date, this lease shall then terminate as to both parties, unless lessee shall pay or tender to lessor or to the credit of lessor in the Farmers and Merchants Bank at Walterboro, South Carolina, or any successor, the sum of Fifty five and 30/100 ----- Dollars ($55.30) (hereinafter called "rental"), which shall extend for 12 months the time within which drilling operations may be commenced. Thereafter, annually, in like manner, and upon like payments or tenders, the commencement of drilling operations may be further deferred for periods of 12 months, each during the primary term. The payments or tenders of rental may be made by the check or draft of lessee mailed or delivered to such bank or lessor (at post-office address last known to lessee) on or before such date for payment. Notwithstanding any change or division in the ownership of said land, the payment or tender of rental in the manner herein provided shall be binding on the heirs, successors and assigns of lessor. If the bank above-named (or any successor) should fail or refuse to accept rental, or should cease to transact banking business without having a successor, lessee shall have thirty (30) days after lessor shall have delivered to lessee a proper recordable instrument designating a substitute bank (and its successors) as agent to receive rentals, within which to make payment or tender of any rental or rentals tendered but not accepted or whose normal date for payment shall fall before the end of said thirty (30) day period. Lessor shall advise lessee, by notice in writing, whenever the bank hereinbefore authorized to receive rentals shall be succeeded by another bank, and lessee shall have thirty (30) days after receipt of such notice, within which to make payment or tender of any rental or rentals whose normal date for payment shall fall before the end of said thirty (30) day period. All provisions applicable to the bank above-named (and its successors) shall apply to a substitute bank and its successors. For the purposes of this lease, a bank is successor to another bank if the former bank shall (directly or through the medium of one or more intervening banks) receive the deposits or continue the banking business of the latter bank. The above-named bank and any other bank authorized to receive rentals hereunder shall be lessee's agent. Drilling operations hereunder shall be deemed to be commenced when the first material is placed on the ground.

5. If during the primary term and prior to the discovery of oil or gas on said land lessee should drill a dry hole thereon, this lease shall not be terminated thereby if lessee commences further drilling operations or commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following completion of the dry hole or, if there be no such rental paying date, commences further drilling operations before the expiration of the primary term. If after the discovery of oil or gas the production thereof should cease from any cause, this lease shall not be terminated thereby if lessee commences drilling or reworking operations within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following such cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as drilling or reworking operations (whether on the same well or on different wells successively) are continuously prosecuted and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land hereunder. Such operations, after the expiration of the primary term, shall be deemed to be continuously prosecuted if not more than sixty days shall elapse between the completion of drilling or reworking operations on one well and the commencement of drilling or reworking operations on another well.

6. Lessee shall have the free use of oil, gas and water from said land, except water from lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be on the net quantity after deducting any so used for operations. If lessee shall operate the leased premises jointly with other premises by a central plant or plants using oil or gas as fuel, and there be available such fuel (oil or gas) from the leased premises, then lessee shall have the right to allocate to the leased premises, for deduction as free fuel, their pro rata share of the total oil or gas consumed in such plant or plants as fuel. If in its judgment advantageous, lessee may use a separate operation of the leased premises or in such central plant fuel not available from the leased premises, or power, and charge its cost (or the proper pro rata portion thereof) against the production from the leased premises, but in no event may it charge more than the value (or the proper pro rata portion thereof) of that equivalent amount of fuel from the leased premises which would have been used in the same operations, had fuel from the leased premises been employed therefor. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth in cultivated land, and no well shall be drilled within two hundred feet of any residence or barn now on said land without lessee's consent. Lessee shall have the privilege, at the risk and expense of lessor, of making connection and using gas from any gas well on said land for stoves and inside lights in the principal dwelling on said land out of any surplus gas not needed for operations hereunder.

7. As used in this paragraph, "mineral" means other than oil or gas. If, while this lease remains in force, any mineral shall be discovered in said land in commercial quantities lessee, at lessee's option, shall have the exclusive right to mine the same with all incidental rights, including that of ingress and egress, so long as such mineral shall be produced in commercial quantities, and shall pay lessor a royalty in kind or value at the mine at lessee's election of one-eighth of all minerals so mined, except that the royalty on potassium and sodium salts and related compounds shall be one-twentieth of their value at the mine on all mined and marketed, and except that the royalty on sulphur shall be fifty cents per long ton (2240 lbs.) on all mined and marketed. Production in commercial quantities of any mineral shall keep this lease in force also as to oil and gas and all minerals, and such production shall eliminate rental just as would production of oil or gas. In the event of the discovery of any mineral in substantial quantities which lessee deems to be probably commercial, then, notwithstanding any provisions of this lease under which it might sooner terminate, lessee shall have allowed three years after such discovery or after the cessation of the production, if any, of oil or gas, whichever event happens last, within which to determine the extent of the deposit of such mineral and, if such deposit shall be in commercial quantities, to begin commercial production of such mineral. The commercial production of mineral, begun during such three year period but after the primary term, shall have the same effects as though commenced during the primary term. Nothing contained in this paragraph is intended or shall be construed to shorten the primary term or to terminate this lease sooner than it would otherwise terminate.

8. The rights of either party hereunder may be assigned in whole or in part. By an assignment in part is meant an assignment as to only part of said land, or an assignment as to only a certain mineral or minerals, or an assignment as to only a certain mineral or minerals in part of said land. The provisions hereof shall extend to their heirs, successors and assigns of the parties hereto, but no change or division in the ownership of the lands, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights and privileges of lessee; effecting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises, nor shall separate measurement of the production of any particular well or wells on the leased premises be in any event obligatory. No change or division in the ownership of the lands, rentals or royalties shall be binding on lessee for any purpose until lessee shall be furnished with satisfactory written evidence thereof, including the muniments of title or certified copies thereof. Should lessee assign this lease in whole or in part, lessor shall look solely to the assignee for the performance of its terms, or (if the assignment was in part) for the performance of its terms as to the acreage covered by the assignment, but only as to the mineral or minerals specified therein, if the assignment was limited to a certain mineral or minerals. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals is apportioned as between the several leasehold owners ratably, according to the surface area of each, and failure by one or more of them to pay his share or

4

shares of the rentals shall not affect the validity of the lease on the part of the land upon which pro rata rentals are paid or tendered. Drilling or production on any portion of the leased premises shall (so far as concerns the continuance of this lease) inure to the benefit of the owners of the lease upon all portions of the leased premises. Lessee may at any time, and from time to time, execute and deliver to lessor or place of record a release covering all or any portion or portions of the leased premises as to all or any specified mineral or minerals, and thereupon shall be relieved of all obligations as to the acreage surrendered, or as to that acreage as to only the particular mineral or minerals specified, as the case may be. After a release of this lease in its entirety as to only part of the acreage, the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by such release.

9. If there are, or if hereafter there shall be, two or more persons each of whom shall be entitled to receive a royalty of less than 1/8 of the total production, all such persons shall, by sufficient written instrument, designate some agent to receive payment for all of them, and lessee shall not be required to make payment to such persons, or any of them, until such instrument is furnished. However, in lieu of all such persons appointing the same agent, such persons may form themselves into different groups, those in each group appointing an agent to receive payment for only those in that group, provided that no group shall in the aggregate own a royalty of less than 1/8 of the total production.

10. This lease shall never be forfeited, cancelled or terminated for failure by lessee to perform in whole or in part any of its implied obligations, nor while oil or gas is being produced in paying quantities for any cause whatsoever, unless there shall first be a final judicial ascertainment that such obligation or cause exists and that lessee is in default. Upon such final determination, lessee is hereby given a reasonable time thereafter to comply with such obligation, or at lessee's election, to surrender the lease, with the option of reserving, under the terms of this lease, each producing well or well that is being drilled or reworked and ten acres surrounding it to be selected by lessee.

11. In case of suit, adverse claim, dispute or question as to the ownership of the rentals or royalties (or some part thereof) payable under this lease, lessee shall not be held in default of payment of such rentals or royalties (or the part thereof in doubt) until such suit, claim, dispute or question has been finally disposed of, and lessee shall have thirty (30) days after being furnished with the original instrument or instruments disposing of such suit, claim, or dispute (or a certified copy or copies thereof), or after being furnished with proof sufficient, in lessee's opinion, to settle such question, within which to make payment. Should the right or interest of lessee hereunder be disputed by lessor, or any other person, the time covered by the pendency of such dispute shall not be counted against lessee either as affecting the term of the lease or for any other purpose, and lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

12. When drilling or other operations are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or as a result of some order, requisition or necessity of the government, or as the result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding. Non-compliance, delay in compliance or incomplete compliance by lessee with any provision of this lease caused by lessee's obeying or performing any statute, regulation, rule or order enacted or issued for the conservation of oil and/or gas or the prevention of the waste of oil and/or gas shall not be considered a default on lessee's part and shall not render lessee liable to lessor for any loss, damage or injury suffered or sustained by lessor on account thereof. Should production temporarily cease on said land on account of a shutdown ordered by any public authority, this lease shall not terminate on that account but, on the contrary, it will be considered that oil and/or gas was produced from said land continuously during such shutdown, within the meaning of paragraph 2 hereof.

13. Lessee hereby warrants and agrees to defend the title to said land and agrees that lessee, at lessee's option, (but without any duty to do so), may pay and discharge in whole or in part any taxes, mortgages, or other liens upon said land or any part thereof, and in that event lessee shall be subrogated to such lien, with full right to enforce the same, and in addition thereto may retain for the satisfaction of such lien and interest all royalties or rentals accruing hereunder. The lessor shall pay directly, or reimburse lessee for, such proportion of any production and/or severance taxes, upon or measured by the total production or its value, as the royalty interest bears to the total interest. Without any impairment of lessee's rights under lessee's warranty of title it is agreed that if lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

IN WITNESS WHEREOF this instrument is executed on the date above written.

(L. S.)

Jannie M. Wichman (SEAL)

Witnesses: Caroline W. Klein (SEAL)

Lucile K. Ringer (SEAL)

J. H. Moorar

A. H. Wichman

By Caroline W. Klein, as her attorney in fact. (SEAL)

By J. M. Holley (SEAL)

STATE OF SOUTH CAROLINA,
Colleton County

Personally appeared before me A. H. Wichmann

and made oath that he saw the within named Jannie M. Wichman, Caroline W. Klein, and Lucile K. Ringer by Caroline W. Klein as her attorney in fact sign, seal and as their act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that he, with J. H. Moorar witnessed the execution thereof.

SWORN to before me this 3rd day of May 1944

J. H. Moorar (L. S.)
Notary Public of S. C.
(Seal affixed)

A. H. Wichman

STATE OF SOUTH CAROLINA,
County

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern, that Mrs.

the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named heirs and assigns, all her interest and estate, and also all her rights and claims of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of Anno Domini 194

Notary Public of S. C. (L. S.)

THE STATE OF SOUTH CAROLINA,
COUNTY OF

I, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the 18th day of September 1944 at 1:30 o'clock P. M., and was duly recorded on this day of 19 in the Deed Records of said County, in Volume on page

Given under my hand and seal of office on the day and year last above written.

Clerk, County Court County, S. C.

By Deputy.

5

Oil and Gas Mining Lease

AN AGREEMENT, entered into this 15th day of March, 1944, between R. A. Marvin, whose wife is Anna Gragg Marvin

lessor (whether one or more), of the post office of White Hall, South Carolina, and J. E. Holsey, Lessee.

1. Lessor, in consideration of the sum of Ten and no/100 ------ Dollars ($10.00), in hand paid, and of the covenants and agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee, for the purpose of testing by any method for formations or structures and prospecting and drilling for, mining, and producing oil and gas, laying pipe lines, building tanks, storing oil and water resulting from operations hereunder, and building towers, stations, telephone lines and other structures (including houses for employees) thereon, to produce, save, take care of, treat, process and transport oil and gas, the following described land in Colleton County, South Carolina, to-wit:

All that tract of land situate, lying and being in the County of Colleton, State of South Carolina known as the "GROVE" Plantation, and containing one hundred and forty-two (142) acres of tide swamp rice fields, fifty-five (55) acres of uncleared swamp lands, and three hundred and thirteen (313) acres of high land, butting and bounding North on lands now or late of Mrs. W. H. Heyward, East on lands now or late of Myers and of Bissell, South on lands now or late of N. Heyward, and West on lands now or late of N. Heyward, of W. H. Heyward, and of Mrs. W. H. Heyward as will more fully appear drawn by R.H. Macot, Dep. Sur. in April 1852, and marked on said plat as "A", and being the same land conveyed by The Halsey Lumber Company to R. A. Marvin by deed dated February 1907, and recorded March 28, 1907 in the R.M.C. office for Colleton County, S. C., in book of deeds 29 at page 299.

All that river land running through the Heyward Tract known as Pynes Plantation, situate lying and being in Colleton County and State of South Carolina, measuring and containing Three Hundred and Thirty-Three (333) acres, more or less, more particularly described as that portion of the said tract included within the lines "AB", "BG", and "GA", as is represented in a map of said tract made by Sam'l P. Matthews, Surveyor, July 10th, 1872, and on file in the office of Secretary of State, being the same tract of land conveyed to me the said R. D. Marvin by Sarah H. Bissell by deed dated Jan. 2nd, 1900, and recorded in R.M.C. office for Colleton County in Book 20, Page 97. Also, all that portion of the said Pynes Plantation known as Fortune Corner, and said to contain about Thirty-five (35) acres, more or less, and which said Fortune Corner is said to be bounded on the North by lands of Giles and S. A. Marvin, East by the Public Road, South by Grove Plantation, the property of Harry Richards, and West by branch of Cockles Creek, being the same tract of land conveyed to me the said R. D. Marvin by Sarah H. Bissell by deed dated August 21st, 1900, and recorded in R.M.C. Office for Colleton County in book 21, Page 544. Said tract situate, lying and being in Colleton County and State of South Carolina. And being the same land conveyed by R. D. Marvin to R. A. Marvin by deed dated November 25, 1907, and recorded December 23, 1907 in the R.M.C. Office for Colleton County, S. C., in book of deeds 26 at page 595.

It is the intention of the lessor and lessee that this lease shall also include, and there is hereby included and leased for the purposes and consideration herein stated, all the land owned and claimed by lessor adjacent or contiguous to the land above described, whether in the same or different surveys. For the purpose of determining the amount of any money payment hereunder said premises shall be treated as comprising [illegible] acres, whether there be more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten years from this date (hereinafter called "primary term") and as long thereafter as either gas or oil is produced from said land hereunder.

3. The royalties reserved by lessor, and which shall be paid by lessee, are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected; however, lessee may from time to time purchase such royalty oil, paying therefor the market price at the wells currently prevailing on the day it is run into the pipe line or storage tanks; lessor's interest in either case shall bear its proportion of any expense of treating unmerchantable oil to render it merchantable as crude; and (b) on gas (including casing-head gas) produced from said land and sold or used off the land or in the manufacture of gasoline or other product, the market value at the wells of one-eighth of the gas so sold or used, provided that if and when lessee shall sell gas (including casing-head gas) at the wells lessor's royalty thereon shall be one-eighth of the amount realized from such sales; during any period when, after a discovery of gas on said land, gas is not being sold on account of lack of a market, and is not being used off the land or in the manufacture of gasoline or other product, and there is no current production or operation on said land sufficient to keep this lease in force, lessee may pay as royalty Fifty Dollars ($50) per year for each shut-in gas well, and it will be considered that gas is being produced, within the meaning of paragraph 2 hereof, during any period for which such payment is made, and no rental shall inure during any period covered by such a payment.

4. If drilling operations are not commenced on said land on or before one year from this date, this lease shall then terminate as to both parties, unless lessee shall pay or tender to lessor or to the credit of lessor in Farmers and Merchants Bank at Walterboro, S. Carolina, or any successor, the sum of Forty-Nine and 35/100 ------ Dollars ($49.35) (herein after called "rental"), which shall extend for 12 months the time within which drilling operations may be commenced. Thereafter, annually, in like manner, and upon like payments or tenders, the commencement of drilling operations may be further deferred for periods of 12 months, each during the primary term. The payments or tenders of rental may be made by the check or draft of lessee mailed or delivered to such bank or lessor (at post-office address last known to lessee) on or before such date for payment. Notwithstanding any change or division in the ownership of said land, the payment or tender of rental in the manner herein provided shall be binding on the heirs, successors and assigns of lessor. If the bank above-named (or any successor) should fail or refuse to accept rental, or should cease to transact banking business without having a successor, lessee shall have thirty (30) days after lessor shall have delivered to lessee a proper recordable instrument designating a substitute bank (and its successors) as agent to receive rentals, within which to make payment or tender of any rental or rentals tendered but not accepted or whose normal date for payment shall fall before the end of said thirty (30) day period. Lessor shall advise lessee, by notice in writing, whenever the bank heretofore authorized to receive rentals shall be succeeded by another bank, and lessee shall have thirty (30) days after receipt of such notice, within which to make payment or tender of any rental or rentals whose normal date for payment shall fall before the end of said thirty (30) day period. All provisions applicable to the bank above-named (and its successors) shall apply to a substitute bank and its successors. For the purposes of this lease, a bank is successor to another bank if the former bank shall (directly or through the medium of one or more intervening banks) receive the deposits or continue the banking business of the latter bank. The above-named bank and any other bank authorized to receive rentals hereunder shall be lessor's agent. Drilling operations hereunder shall be deemed to be commenced when the first material is placed on the ground.

5. If during the primary term and prior to the discovery of oil or gas on said land lessee should drill a dry hole thereon, this lease shall not be terminated thereby if lessee commences further drilling operations or commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following completion of the dry hole or, if there be no such rental paying date, commences further drilling operations before the expiration of the primary term. If after the discovery of oil or gas the production thereof should cease from any cause, this lease shall not be terminated thereby if lessee commences drilling or reworking operations within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following such cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as drilling or reworking operations (whether on the same well or on different wells successively) are continuously prosecuted and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land hereunder. Such operations, after the expiration of the primary term, shall be deemed to be continuously prosecuted if not more than sixty days shall elapse between the completion of drilling or reworking operations on one well and the commencement of drilling or reworking operations on another well.

6. Lessee shall have the free use of oil, gas and water from said land, except water from lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be on the net quantity after deducting any so used for operations. If lessee shall operate the leased premises jointly with other premises by a central plant or plants using oil or gas as fuel, and there be available such fuel (oil or gas) from the leased premises, then lessee shall have the right to allocate to the leased premises, for deduction as free fuel, their pro rata share of the total oil or gas consumed in such plant or plants as fuel. If in its judgment advantageous, lessee may use in separate operation of the leased premises or in such central plant fuel not available from the leased premises, or power, and charge its cost (or the proper pro rata portion thereof) against the production from the leased premises, but in no event may it charge more than the value (or the proper pro rata portion thereof) of that equivalent amount of fuel from the leased premises which would have been used in the same operations, had fuel from the leased premises been employed therefor. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth in cultivated land, and no well shall be drilled within two hundred feet of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at the risk and expense of lessor, of making connection and using gas from any gas well on said land for stoves and inside lights in the principal dwelling on said land out of any surplus gas not needed for operations hereunder.

7. As used in this paragraph "mineral" means other than oil or gas. If, while this lease remains in force, any mineral shall be discovered in said land in commercial quantities lessee, at lessee's option, shall have the exclusive right to mine the same with all incidental rights, including that of ingress and egress, so long as such mineral shall be produced in commercial quantities, and shall pay lessor a royalty in kind or value at the mine at lessee's election of one-eighth of all minerals so mined, except that the royalty on potassium and sodium salts and related compounds shall be one-twentieth of their value at the mine on all mined and marketed, and except that the royalty on sulphur shall be fifty cents per long ton (2240 lbs.) on all mined and marketed. Production in commercial quantities of any mineral shall keep this lease in force also as to oil and gas and all minerals, and such production shall eliminate rental just as would production of oil or gas. In the event of the discovery of any mineral in substantial quantities which lessee deems to be probably commercial, then, notwithstanding any provision of this lease under which it might sooner terminate, lessee shall be allowed three years after such discovery or after the cessation of the production, if any, of oil or gas, whichever event happens last, within which to determine the extent of the deposit of such mineral and, if such deposit shall be in commercial quantities, to begin commercial production of such mineral. The commercial production of mineral, begun during such three year period but after the primary term, shall have the same effects as though commenced during the primary term. Nothing contained in this paragraph is intended or shall be construed to shorten the primary term or to terminate this lease sooner than it would otherwise terminate.

8. The rights of either party hereunder may be assigned in whole or in part. By an assignment in part is meant an assignment as to only part of said land, or an assignment as to only a certain mineral or minerals, or an assignment as to only a certain mineral or minerals in part of said land. The provisions hereof shall extend to their heirs, successors and assigns of the parties hereto, but no change or division in the ownership of the lands, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights and privileges of lessee; offsetting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises, nor shall separate measurement of the production of any particular well or wells on the leased premises be in any event obligatory. No change or division in the ownership of the lands, rentals or royalties shall be binding on lessee for any purpose until lessee shall be furnished with satisfactory written evidence thereof, including the muniments of title or certified copies thereof. Should lessee assign this lease in whole or in part, lessor shall look solely to the assignee for the performance of its terms, or (if the assignment was in part) for the performance of its terms as to the acreage covered by the assignment, but only as to the mineral or minerals specified therein, if the assignment was limited to a certain mineral or minerals. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals is apportioned as between the several leasehold owners ratably, according to the surface area of each, and failure by one or more of them to pay his share or

See Assignment in same Book Page 180

SEE NEXT PAGE

DESKTOP

All that piece, parcel, or tract of land situate, lying or being in Blake Township, Colleton County, S. C., measuring and containing Ten (10) acres, more or less and bounded on the North by Jonas Small, on the East by Est. Richard Huginie andon the South and West by E. A. Marvin, and being the same land conveyed by Lucas C. Padgett, Sheriff of Colleton County, to E. A. Marvin by deed dated March 5, 1928, and recorded April 2, 1928 in the R.M.C. Office for Colleton County, S. C., in book of deeds 30 at page 350.

All that piece, parcel, or tract of land situate lying or being in Blake Township, Colleton County, South Carolina, measuring and containing Seventy-seven (77) acres more or les and bounded as follows, to-wit:- On the North by land of the Est. of Paul Polite, on the East by lands of Paul Polite and E. D. Boynton, on the South by lands of Sarah Allisend on the West by lands of Richard Huginen, and being the same land conveyed by F. S. Fennell, Sheriff of Colleton County, to E. A. Marvin by deed dated April 9, 1934, and recorded April 24, 1934 in the R.M.C. Office for Colleton County, S. C., in book of deeds 69 at page 4.

All that piece, parcel or tract of land lying and being in Blake School District, Colleton County, South Carolina, measuring and containing Five (5) acres, more or less, and bounded as follows: North by Lewis Williams; East by Charlotte Wright; South by Monday Simmons; West by William McPherson; formerly lands of Abel Wright; and being the same land conveyed by Forfeited Land Commission to E. A. Marvin by deed dated February 26, 1941, and recorded February 26, 1941 in the R.M.C. Office for Colleton County, S. C., in book of deeds 80 at page 94.

All that piece, parcel or tract of land, lying and being in Blake School District, Colleton County, South Carolina, measuring and containing Six (6) acres, more or less, and bounded as follows: North by lands of S. T. H. Shaffer; East by lands of Indin Simmons; South by lands of Frank Bryan; west by lands of Frank Bryan; formerly lands of Lewis Williams; and being the same land conveyed by Forfeited Land Commission to E. A. Marvin by deed dated September 16, 1941, and recorded September 16, 1941 in the R. M.C. Office for Colleton County, S. C., in book of deeds 81 at page 301.

All that piece, parcel or tract of land, lying and being in Lowndes School District, Colleton County, South Carolina, measuring and containing eleven (11) acres, more or less, and bounded as follows: North by lands of Frank Bryant; A Hugenin; east by lands of Frank Bryant; South by lands of S. T. H. Schffer; & Campbell; West by lands of Adam Campbell; formerly lands of Charlotte Wright; and being the same land conveyed by Forfeited LandCommission to E. A. Marvin by deed dated September 19, 1941, and recorded September 23, 1941 in the R.M.C. Office for Colleton County, S. C., in book of deeds 81 at page.323.

5A

shares of the rentals shall not affect the validity of the lease on the part of the land upon which pro rata rentals are paid or tendered. Drilling or production on any portion of the leased premises shall (so far as concerns the continuance of this lease) inure to the benefit of the owners of the lease upon all portions of the leased premises. Lessee may at any time, and from time to time, execute and deliver to lessor or place of record a release covering all or any portion or portions of the leased premises as to all or any specified mineral or minerals, and thereupon shall be relieved of all obligations as to the acreage surrendered, or as to that acreage as to only the particular mineral or minerals specified, as the case may be. After a release of this lease in its entirety as to only part of the acreage, the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by such release.

9. If there are, or if hereafter there shall be, two or more persons each of whom shall be entitled to receive a royalty of less than 1/8 of the total production, all such persons shall, by sufficient written instrument, designate some agent to receive payment for all of them, and lessee shall not be required to make payment to such persons, or any of them, until such instrument is furnished. However, in lieu of all such persons appointing the same agent, such persons may form themselves into different groups, those in each group appointing an agent to receive payment for only those in that group, provided that no group shall in the aggregate own a royalty of less than 1/8 of the total production.

10. This lease shall never be forfeited, cancelled or terminated for failure by lessee to perform in whole or in part any of its implied obligations, nor while oil or gas is being produced in paying quantities for any cause whatsoever, unless there shall first be a final judicial ascertainment that such obligation or cause exists and that lessee is in default. Upon such final determination, lessee is hereby given a reasonable time thereafter to comply with such obligation, or at lessee's election, to surrender the lease, with the option of reserving, under the terms of this lease, each producing well or well that is being drilled or reworked and ten acres surrounding it to be selected by lessee.

11. In case of suit, adverse claim, dispute or question as to the ownership of the rentals or royalties (or some part thereof) payable under this lease, lessee shall not be held in default of payment of such rentals or royalties (or the part thereof in doubt) until such suit, claim, dispute or question has been finally disposed of, and lessee shall have thirty (30) days after being furnished with the original instrument or instruments disposing of such suit, claim, or dispute (or a certified copy or copies thereof), or after being furnished with proof sufficient, in lessee's opinion, to settle such question, within which to make payment. Should the right or interest of lessee hereunder be disputed by lessor, or any other person, the time covered by the pendency of such dispute shall not be counted against lessee either as affecting the term of the lease or for any other purpose, and lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

12. When drilling or other operations are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or as a result of some order, requisition or necessity of the government, or as the result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding. Non-compliance, delay in compliance or incomplete compliance by lessee with any provision of this lease caused by lessee's observing or performing any statute, regulation, rule or order enacted or issued for the conservation of oil and/or gas or the prevention of the waste of oil and/or gas shall not be considered a default on lessee's part and shall not render lessee liable to lessor for any loss, damage or injury suffered or sustained by lessor on account thereof. Should production temporarily cease on said land on account of a shutdown ordered by any public authority, this lease shall not terminate on that account but, on the contrary, it will be considered that oil and/or gas was produced from said land continuously during such shutdown, within the meaning of paragraph 2 hereof.

13. Lessee hereby warrants and agrees to defend the title to said land and agrees that lessee, at lessee's option, (but without any duty to do so), may pay and discharge in whole or in part any taxes, mortgages, or other liens upon said land or any part thereof, and in that event lessee shall be subrogated to such lien, with full right to enforce the same, and in addition thereto may retain for the satisfaction of such lien and interest all royalties or rentals hereunder. The lessor shall pay directly, or reimburse lessee for, such proportion of any production and/or severance taxes, upon or measured by the total production or its value, as the royalty interest bears to the total interest. Without any impairment of lessee's rights under lessee's warranty of title it is agreed that if lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

IN WITNESS WHEREOF this instrument is executed on the date above written.

(L. S.)

Wa. A. Marvin (Seal)

Witnesses:

Hal W. Marvin

Katharine H. Doar

By Wa. W. Holmes (Seal)

STATE OF SOUTH CAROLINA,
Colleton County

Personally appeared before me Wm. W. Marvin and made oath that he saw the within named Wa. A. Marvin sign, seal and as his act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that he, with Katharine H. Doar witnessed the execution thereof.

SWORN to before me this 16th day of March 1944.

Katharine H. Doar (L. S.)
Notary Public of S. C.
(Seal affixed)

Hal W. Marvin

STATE OF SOUTH CAROLINA,
Colleton County

RENUNCIATION OF DOWER

I, Katharine H. Doar, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Anna Gregg Marvin the wife of the within named Wa. A. Marvin 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 W. W. Holmes, his heirs and assigns, all her interest and estate, and also all her rights and claims of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 16th day of March Anno Domini 1944.

Katharine H. Doar (L. S.)
Notary Public of S. C.
(Seal affixed)

Anna Gregg Marvin

THE STATE OF SOUTH CAROLINA,
COUNTY OF _____ } ss.

I, _____ Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the _____ day of _____ 19____ at _____ o'clock _____ M., and was duly recorded on this _____ day of _____ 19____, in the Deed Records of said County, in Volume _____ on pages _____

Given under my hand and seal of office on the day and year last above written.

_____ Clerk, County Court _____ County, S. C.

By _____ Deputy.

Recorded September 18, 1944 at 1:30 P.M.

88 (Texas) W. S. SIMONS TO J. W. HOLSEY Form P O-D

Oil and Gas Mining Lease

AN AGREEMENT, entered into this 15th day of April, 1944, between W. S. Simons

lessor (whether one or more), of the post office of Walterboro, South Carolina, and J. W. Holsey, Lessee.

1. Lessor, in consideration of the sum of Fifty Four and 60/100 ----- Dollars ($54.60), in hand paid, and of the covenants and agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee, for the purpose of testing by any method for formations or structures and prospecting and drilling for, mining, and producing oil and gas, laying pipe lines, building tanks, storing oil and water resulting from operations hereunder, and building towers, stations, telephone lines and other structures (including houses for employees) thereon, to produce, save, take care of, treat, process and transport oil and gas, the following described land in Colleton County, South Carolina, to-wit:

All those tracts of land situate in Colleton County, South Carolina, aggregating One Thousand Ninety Two (1092) acres, more or less; being lands conveyed to W. S. Simons by deeds recorded in the Office of the Clerk of Court for Colleton County as follows, to wit: by Deed of Mary Neyle, dated 18 March 1941, Book 80, Page 184; by deed of D. P. VonLehe, dated 23 April 1941, Book 80, Page 399; by deed of Mary V. Fraser, et al, dated 2 May 1941, Book 80, Page 503; by deed of W. J. McLeod, Jr., dated 2 September 1941, Book 81, Page 254; by deed of Ethel M. Padgett, dated 10 November 1942, Book 83, Page 475; by deed of Julian DeTreville, dated 19 January 1943, Book 84, Page 239, EXCLUDING from the acreage referred to in said deeds, however, a tract of One hundred (100) acres, more or less, and a tract of Ten (10) acres, more or less, conveyed by W. S. Simons to Julian DeTreville by deed dated 23 May 1941, Book 80, Page 609.

Reference is here had to the records of said deeds for more particular descriptions.

For Release See Deed Book 102 - Page 158

It is the intention of the lessor and lessee that this lease shall also include, and there is hereby included and leased for the purposes and consideration herein stated, all the land owned and claimed by lessor adjacent or contiguous to the land above described, whether in the same or different surveys. For the purpose of determining the amount of any money payment hereunder said premises shall be treated as comprising 1092 acres, whether there be more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten years from this date (hereinafter called "primary term") and as long thereafter as either gas or oil is produced from said land hereunder.

3. The royalties reserved by lessor, and which shall be paid by lessee, are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected; however, lessee may from time to time purchase such royalty oil, paying therefor the market price at the wells currently prevailing on the day it is run into the pipe line or storage tanks; lessor's interest in either case shall bear its proportion of any expense of treating unmerchantable oil to render it merchantable as crude; and (b) on gas (including casing-head gas) produced from said land and sold or used off the land or in the manufacture of gasoline or other product, the market value at the wells of one-eighth of the gas so sold or used, provided that if and when lessee shall sell gas (including casing-head gas) at the wells lessor's royalty thereon shall be one-eighth of the amount realized from such sales; during any period when, after a discovery of gas on said land, gas is not being sold on account of lack of a market, and is not being used off the land or in the manufacture of gasoline or other product, and there is no current production or operation on said land sufficient to keep this lease in force, lessee may pay as royalty Fifty Dollars ($50) per year for each shut-in gas well, and it will be considered that gas is being produced, within the meaning of paragraph 2 hereof, during any period for which such payment is made, and no rental shall inure during any period covered by such a payment.

4. If drilling operations are not commenced on said land on or before one year from this date, this lease shall then terminate as to both parties, unless lessee shall pay or tender to lessor or to the credit of lessor in Farmers and Merchants Bank at Walterboro, S. C., or any successor, the sum of Fifty Four and 60/100 ----- Dollars ($54.60) (hereinafter called "rental"), which shall extend for 12 months the time within which drilling operations may be commenced. Thereafter, annually, in like manner, and upon like payments or tenders, the commencement of drilling operations may be further deferred for periods of 12 months, each during the primary term. The payments or tenders of rental may be made by the check or draft of lessee mailed or delivered to such bank or lessor (at post-office address last known to lessee) on or before such date for payment. Notwithstanding any change or division in the ownership of said land, the payment or tender of rental in the manner herein provided shall be binding on the heirs, successors and assigns of lessor. If the bank above-named (or any successor) should fail or refuse to accept rental, or should cease to transact banking business without having a successor, lessee shall have thirty (30) days after lessor shall have delivered to lessee a proper recordable instrument designating a substitute bank (and its successors) as agent to receive rentals, within which to make payment or tender of any rental or rentals tendered but not accepted or whose normal date for payment shall fall before the end of said thirty (30) day period. Lessor shall advise lessee, by notice in writing, whenever the bank heretofore authorized to receive rentals shall be succeeded by another bank, and lessee shall have thirty (30) days after receipt of such notice, within which to make payment or tender of any rental or rentals whose normal date for payment shall fall before the end of said thirty (30) day period. All provisions applicable to the bank above-named (and its successors) shall apply to a substitute bank and its successors. For the purposes of this lease, a bank is successor to another bank if the former bank shall (directly or through the medium of one or more intervening banks) receive the deposits or continue the banking business of the latter bank. The above-named bank and any other bank authorized to receive rentals hereunder shall be lessor's agent. Drilling operations hereunder shall be deemed to be commenced when the first material is placed on the ground.

5. If during the primary term and prior to the discovery of oil or gas on said land lessee should drill a dry hole thereon, this lease shall not be terminated thereby if lessee commences further drilling operations or commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following completion of the dry hole or, if there be no such rental paying date, commences further drilling operations before the expiration of the primary term. If after the discovery of oil or gas the production thereof should cease from any cause, this lease shall not be terminated thereby if lessee commences drilling or reworking operations within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following such cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as drilling or reworking operations (whether on the same well or on different wells successively) are continuously prosecuted and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land hereunder. Such operations, after the expiration of the primary term, shall be deemed to be continuously prosecuted if not more than sixty days shall elapse between the completion of drilling or reworking operations on one well and the commencement of drilling or reworking operations on another well.

6. Lessee shall have the free use of oil, gas and water from said land, except water from lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be on the net quantity after deducting any so used for operations. If lessee shall operate the leased premises jointly with other premises by a central plant or plants using oil or gas as fuel, and there be available such fuel (oil or gas) from the leased premises, then lessee shall have the right to allocate to the leased premises, for deduction as free fuel, their pro rata share of the total oil or gas consumed in such plant or plants as fuel. If in its judgment advantageous, lessee may use in separate operation of the leased premises or in such central plant fuel not available from the leased premises, or power, and charge its cost (or the proper pro rata portion thereof) against the production from the leased premises, but in no event may it charge more than the value (or the proper pro rata portion thereof) of that equivalent amount of fuel from the leased premises which would have been used in the same operations, had fuel from the leased premises been employed therefor. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth in cultivated land, and no well shall be drilled within two hundred feet of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at the risk and expense of lessor, of making connection and using gas, from any gas well on said land for stoves and inside lights in the principal dwelling on said land out of any surplus gas not needed for operations hereunder.

7. As used in this paragraph "mineral" means other than oil or gas. If, while this lease remains in force, any mineral shall be discovered in said land in commercial quantities lessee, at lessee's option, shall have the exclusive right to mine the same with all incidental rights, including that of ingress and egress, so long as such mineral shall be produced in commercial quantities, and shall pay lessor a royalty in kind or value at the mine at lessee's election of one-eighth of all minerals so mined, except that the royalty on potassium and sodium salts and related compounds shall be one-twentieth of their value at the mine on all mined and marketed, and except that the royalty on sulphur shall be fifty cents per long ton (2240 lbs.) on all mined and marketed. (Production in commercial quantities of any mineral shall keep this lease in force also as to oil and gas and all minerals, and such production shall eliminate rental just as would production of oil or gas. In the event of the discovery of any mineral in substantial quantities which lessee deems to be probably commercial, then, notwithstanding any provision of this lease under which it might sooner terminate, lessee shall be allowed three years after such discovery or after the cessation of the production, if any, of oil or gas, whichever event happens last, within which to determine the extent of the deposit of such mineral and, if such deposit shall be in commercial quantities, to begin commercial production of such mineral. The commercial production of mineral, begun during such three year period but after the primary term, shall have the same effects as though commenced during the primary term. Nothing contained in this paragraph is intended or shall be construed to shorten the primary term or to terminate this lease sooner than it would otherwise terminate.

8. The rights of either party hereunder may be assigned in whole or in part. By an assignment in part is meant an assignment as to only part of said land, or an assignment as to only a certain mineral or minerals, or an assignment as to only a certain mineral or minerals in part of said land. The provisions hereof shall extend to their heirs, successors and assigns of the parties hereto, but no change or division in the ownership of the lands, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights and privileges of lessee; offsetting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises, nor shall separate measurement of the production of any particular well or wells on the leased premises be in any event obligatory. No change or division in the ownership of the lands, rentals or royalties shall be binding on lessee for any purpose until lessee shall be furnished with satisfactory written evidence thereof, including the muniments of title or certified copies thereof. Should lessee assign this lease in whole or in part, lessor shall look solely to the assignee for the performance of its terms, or (if the assignment was in part) for the performance of its terms as to the acreage covered by the assignment, but only as to the mineral or minerals specified therein, if the assignment was limited to a certain mineral or minerals. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals is apportioned as between the several leasehold owners ratably, according to the surface area of each, and failure by one or more of them to pay his share or

See assignment in same Book Page 122
" Book 97 Page 376

shares of the rentals shall not affect the validity of the lease on the part of the land upon which pro rata rentals are paid or tendered. Drilling or production on any portion of the leased premises shall (so far as concerns the commencement of this lease) inure to the benefit of the owners of the lease upon all portions of the leased premises. Lessee may at any time, and from time to time, execute and deliver to lessor or place of record a release covering all or any portion or portions of the leased premises as to all or any specified mineral or minerals, and the execution shall be relieved of all obligations as to the acreage surrendered, or as to that acreage as to only the particular mineral or minerals specified, as the case may be. After a release of this lease in its entirety as to only part of the acreage, the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by such release.

9. If there are, or if hereafter there shall be, two or more persons each of whom shall be entitled to receive a royalty of less than 1/8 of the total production, all such persons shall, by sufficient written instrument, designate some agent to receive payment for all of them, and lessee shall not be required to make payment to such persons, or any of them, until such instrument is furnished. However, in lieu of all such persons appointing the same agent, such persons may form themselves into different groups, those in each group appointing an agent to receive payment for only those in that group, provided that no group shall in the aggregate own a royalty of less than 1/8 of the total production.

10. This lease shall never be forfeited, cancelled or terminated for failure by lessee to perform in whole or in part any of its implied obligations, nor while oil or gas is being produced in paying quantities for any cause whatsoever, unless there shall first be a final judicial ascertainment that such obligation or cause exists and that lessee is in default. Upon such final determination, lessee is hereby given a reasonable time thereafter to comply with such obligation, or at lessee's election, to surrender the lease, with the option of reserving, under the terms of this lease, each producing well or well that is being drilled or reworked and ten acres surrounding it to be selected by lessee.

11. In case of suit, adverse claim, dispute or question as to the ownership of the rentals or royalties (or some part thereof) payable under this lease, lessee shall not be held in default of payment of such rentals or royalties (or the part thereof in doubt) until such suit, claim, dispute or question has been finally disposed of, and lessee shall have thirty (30) days after being furnished with the original instrument or instruments disposing of such suit, claim, or dispute (or a certified copy or copies thereof), or after being furnished with proof sufficient, in lessee's opinion, to settle such question, within which to make payment. Should the right or interest of lessee hereunder be disputed by lessee, or any other person, the time covered by the pendency of such dispute shall not be counted against lessee either as affecting the term of the lease or for any other purpose, and lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

12. When drilling or other operations are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or as a result of some order, requisition or necessity of the government, or as the result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding. Non-compliance, delay in compliance or incomplete compliance by lessee with any provision of this lease caused by lessee's obeying or performing any statute, regulation, rule or order enacted or issued for the conservation of oil and/or gas or the prevention of the waste of oil and/or gas shall not be considered a default on lessee's part and shall not render lessee liable to lessor for any loss, damage or injury suffered or sustained by lessee on account thereof. Should production temporarily cease on said land on account of a shutdown ordered by any public authority, this lease shall not terminate on that account but, on the contrary, it will be considered that oil and/or gas was produced from said land continuously during such shutdown, within the meaning of paragraph 2 hereof.

13. Lessor hereby warrants and agrees to defend the title to said land and Agrees that lessee, at lessee's option, (but without any duty to do so), may pay and discharge in whole or in part any taxes, mortgages, or other liens upon said land or any part thereof, and in that event lessee shall be subrogated to such lien, with full right to enforce the same, and in addition thereto may retain for the satisfaction of such lien and interest all royalties or rentals accruing hereunder. The lessor shall pay directly, or reimburse lessee for, such proportion of any production and/or severance taxes, upon or measured by the total production or its value, as the royalty interest bears to the total interest. Without any impairment of lessee's rights under lessor's warranty of title it is agreed that if lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

IN WITNESS WHEREOF this instrument is executed on the date above written.

(L.S.)

W. S. Simons (SEAL)

Witnesses:

Mrs. C. H. Argle

Katharine H. Doar

By W. W. Holsey (Seal)

STATE OF SOUTH CAROLINA,
Colleton County

Personally appeared before me Mrs. C. H. Argle and made oath that she saw the within named W. S. Simons sign, seal and as his act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that she, with Katharine H. Doar witnessed the execution thereof.

SWORN to before me this 18th day of April 1944.
Katharine H. Doar (L.S.)
Notary Public of S. C.
(Seal affixed)

Mrs. C. H. Argle

STATE OF SOUTH CAROLINA,
Colleton County

RENUNCIATION OF DOWER

I, Katharine H. Doar, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Annie H. Simons the wife of the within named W. S. Simons 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 W. W. Holsey, his heirs and assigns, all her interest and estate, and also all her rights and claims of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 18th day of April Anno Domini 1944.
Katharine H. Doar (L.S.)
Notary Public of S. C.
(Seal affixed)

Annie H. Simons (SEAL)

THE STATE OF SOUTH CAROLINA,
COUNTY OF _____ } ss.

I, _____ Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the 18th day of September 1944 at 1:30 o'clock P. M., and was duly recorded on this _____ day of _____ 19____, in the Deed Records of said County, in Volume _____ on pages _____.

Given under my hand and seal of office on the day and year last above written.

_____ Clerk, County Court _____ County, S. C.

By _____ Deputy.

88 (Texas) M. E. FREEMAN TO J. W. HOLSEY Form P O-D

Oil and Gas Mining Lease

AN AGREEMENT, entered into this 12 day of April, 1944, between M. E. Freeman, a Widower

lessor (whether one or more), of the post office of Varnville, S. C., and J. W. Holsey, Lessee.

1. Lessor, in consideration of the sum of Two Hundred Thirty-nine and 10/100 ------- Dollars ($ 239.10), in hand paid, and of the covenants and agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee, for the purpose of testing by any method for formations or structures and prospecting and drilling for, mining, and producing oil and gas, laying pipe lines, building tanks, storing oil and water resulting from operations hereunder, and building sewers, stations, telephone lines and other structures (including houses for employees) thereon, to produce, save, take care of, treat, process and transport oil and gas, the following described land in Hampton County, South Carolina, to-wit:

Colleton and

The following described tracts of land situate, lying and being in HAMPTON COUNTY, SOUTH CAROLINA:

TRACT NO. 1 OF 428½ ACRES. This tract was conveyed to me by Mrs. Elizabeth M. Rentz as Guardian for W. M. Rentz, Jr., Margaret Elizabeth Rentz, and John C. Rentz by her deed dated January 29, 1934 and recorded in the office of the Clerk of Court for Hampton County, South Carolina, on September 11, 1934 in Deed Book 33-D, pages 224 and 225. This tract contains Four Hundred Twenty-eight and one-half (428½) acres, more or less.

TRACT NO. 2 OF 83 ACRES. This tract was conveyed to me by Mary Speaks by her deed dated October 15, 1929 and recorded in the office of the Clerk of Court for Hampton County, South Carolina, on October 16, 1929 in Deed Book 31-D, page 293. This tract contains eighty-three (83) acres, more or less.

TRACT NO. 3 OF 83 ACRES. This tract was conveyed to me by J. J. Grabham, Judge of Probate, by his deed dated January 6, 1930 and recorded in the office of the Clerk of Court for Hampton County, South Carolina, on January 11, 1930 in Deed Book 29-D, page 450. This tract contains Eighty-three (83) acres, more or less.

TRACT NO. 4 OF 189½ ACRES. This tract was conveyed to me by Mrs. S. C. Hiers by her deed dated September, ----, 1932, and recorded in the office of the Clerk of Court for Hampton County, South Carolina, on October 8, 1932 in Deed Book 32-D, page 261. This tract contains one Hundred eighty-nine and one-half (189½) acres, more or less.

TRACT NO. 5 OF 103 1/3 ACRES. This tract was conveyed to me by Beatrice Gwendolene Kearse, Wylie Frank Kearse, and W. A. Kearse, as Guardian for William Rhymer Kearse, and John Perry Gray Kearse by their deed dated February 12, 1927, and recorded in the office of the Clerk of Court for Hampton County, South Carolina, on February 12, 1927 in Deed Book 29-D, page 176. This tract contains One Hundred Three and one-third (103 1/3) acres, more or less.

TRACT NO. 6 OF 63 3/4 ACRES. This tract was conveyed to me by Mrs. Barberie Stanley, Electa Stanley Smith, Genevieve Stanley Tuten, Mary Ruth Stanley, Billie L. Stanley, a bachelor, all Heirs at Law of W. J. Stanley by their deed dated September 4, 1941 and recorded in the office

It is the intention of the lessor and lessee that this lease shall also include, and there is hereby included and leased for the purposes and consideration herein stated, all the land owned and claimed by lessor adjacent or contiguous to the land above described, whether in the same or different surveys. For the purpose of determining the amount of any money payment hereunder said premises shall be treated as comprising 428½ acres, whether there be more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten years from this date (hereinafter called "primary term") and as long thereafter as either oil or gas or either of them is produced from said land hereunder.

3. The royalties reserved by lessor, and which shall be paid by lessee, are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected; however, lessor may from time to time purchase such royalty oil, paying therefor the market price at the wells currently prevailing on the day it is run into the pipe line or storage tanks; lessee's interest in either case shall bear its proportion of any expense of treating unmerchantable oil to render it merchantable as crude; and (b) on gas (including casing-head gas) produced from said land and sold or used off the land or in the manufacture of gasoline or other product, the market value at the wells of one-eighth of the gas so sold or used, provided that if and when lessee shall sell gas (including casing-head gas) at the wells, lessee's royalty thereon shall be one-eighth of the amount realized from such sales; during any period when, after a discovery of gas on said land, gas is not being sold on account of lack of a market, and is not being used off the land or in the manufacture of gasoline or other product, and there is no current production or operation on said land sufficient to keep this lease in force, lessee may pay as royalty Fifty Dollars ($50) per year for each shut-in gas well, and it will be considered that gas is being produced, within the meaning of paragraph 2 hereof, during any period for which such payment is made, and no rental shall insure during any period covered by such a payment.

4. If drilling operations are not commenced on said land on or before one year from this date, this lease shall then terminate as to both parties, unless lessee shall pay or tender to lessor or to the credit of lessor in The Lonn & Exchange Bank at Hampton, S. C., or any successor, the sum of Two Hundred Thirty-nine and 10/100 ------ Dollars ($ 239.10) (hereinafter called "rental"), which shall extend for 12 months the time within which drilling operations may be commenced. Thereafter, annually, in like manner, and upon like payments or tenders, the commencement of drilling operations may be further deferred for periods of 12 months, each during the primary term. The payments or tenders of rental may be made by the check or draft of lessee mailed or delivered to such bank or lessor (at post-office address last known to lessee) on or before such date for payment. Notwithstanding any change or division in the ownership of said land, the payment or tender of rental in the manner herein provided shall be binding on the heirs, successors and assigns of lessor. If the bank above-named (or any successor) should fail or refuse to accept rental, or should cease to transact banking business without having a successor, lessee shall have thirty (30) days after lessor shall have delivered to lessee a proper recordable instrument designating a substitute bank (and its successors) as agent to receive rentals, within which to make payment or tender of any rental or rentals tendered but not accepted or whose normal date for payment shall fall before the end of said thirty (30) day period. Lessor shall advise lessee, by notice in writing, whenever the bank hereinbefore authorized to receive rentals shall be succeeded by another bank, and lessee shall have thirty (30) days after receipt of such notice, within which to make payment or tender of any rental or rentals whose normal date for payment shall fall before the end of said thirty (30) day period. All provisions applicable to the bank above-named (and its successors) shall apply to a substitute bank and its successors. For the purposes of this lease, a bank is successor to another bank if the former bank shall (directly or through the medium of one or more intervening banks) receive the deposits or continue the banking business of the latter bank. The above-named bank and any other bank authorized to receive rentals hereunder shall be lessor's agent. Drilling operations hereunder shall be deemed to be commenced when the first material is placed on the ground.

5. If during the primary term and prior to the discovery of oil or gas on said land lessee should drill a dry hole thereon, this lease shall not be terminated thereby if lessee commences further drilling operations or commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following completion of the dry hole or, if there be no such rental paying date, commences further drilling operations before the expiration of the primary term. If after the discovery of oil or gas the production thereof should cease from any cause, this lease shall not be terminated thereby if lessee commences drilling or reworking operations within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following such cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as drilling or reworking operations (whether on the same well or on different wells successively) are continuously prosecuted and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land hereunder. Such operations, after the expiration of the primary term, shall be deemed to be continuously prosecuted if not more than sixty days shall elapse between the completion of drilling or reworking operations on one well and the commencement of drilling or reworking operations on another well.

6. Lessor shall have the free use of oil, gas and water from said land, except water from lessee's wells, for all operations hereunder, and the royalty on oil and gas shall be on the net quantity after deducting any so used for operations. If lessee shall operate the leased premises jointly with other premises by a central plant or plants using oil or gas as fuel, and there be available such fuel (oil or gas) from the leased premises, then lessee shall have the right to allocate to the leased premises, for deduction as free fuel, their pro rata share of the total oil or gas consumed in such plant or plants as fuel. If in its judgment advantageous, lessee may use on separate operation of the leased premises or in such central plant fuel not available from the leased premises, or power, and charge its cost (or the proper pro rata portion thereof) against the production from the leased premises, but in no event may it charge more than the value for the proper pro rata portion thereof) of that equivalent amount of fuel from the leased premises which would have been used in the same operations, had fuel from the leased premises been employed thereby. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. Where required by lessor, lessee will bury all pipe lines below ordinary plow depth in cultivated land, and no well shall be drilled within two hundred feet of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at the risk and expense of lessor, of making connection and using gas from any gas well on said land for stoves and inside lights in the principal dwelling on said land out of any surplus gas not needed for operations hereunder.

7. As used in this paragraph "mineral" means other than oil or gas. If, while this lease remains in force, any mineral shall be discovered in said land in commercial quantities, lessee, at lessee's option, shall have the exclusive right to mine the same with all incidental rights, including that of ingress and egress, so long as such mineral shall be produced in commercial quantities, and shall pay lessor a royalty in kind or value at the mine at lessee's election of one-eighth of all minerals so mined, except that the royalty on potassium and sodium salts and related compounds shall be one-twentieth of the value at the mine on all mined and marketed, and except that the royalty on sulphur shall be fifty cents per long ton (2240 lbs.) on all mined and marketed. Production in commercial quantities of any mineral shall keep this lease in force also as to oil and gas and all minerals, and such production shall eliminate rental just as would production of oil or gas. In the event of the discovery of any mineral in substantial quantities which lessee deems to be probably commercial, then, notwithstanding any provision of this lease under which it might sooner terminate, lessee shall be allowed three years after such discovery or after the cessation of the production, if any, of oil or gas, whichever event happens last, within which to determine the extent of the deposit of such mineral and, if such deposit shall be in commercial quantities, to begin the commercial production of such mineral. The commercial production of mineral, begun during such three year period but after the primary term, shall have the same effects as though commenced during the primary term. Nothing contained in this paragraph is intended or shall be construed to shorten the primary term or to terminate this lease sooner than it would otherwise terminate.

8. The rights of either party hereunder may be assigned in whole or in part. By an assignment in part is meant an assignment as to only part of said land, or an assignment as to only a certain mineral or minerals, or an assignment as to only a certain mineral or minerals in part of said land. The provisions hereof shall extend to their heirs, successors and assigns of the parties hereto, but no change or division in the ownership of the lands, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights and privileges of lessee; offsetting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises, nor shall separate measurement of the production of any particular well or wells on the leased premises be in any event obligatory. No change or division in the ownership of the lands, rentals or royalties shall be binding on lessee for any purpose until lessee shall be furnished with satisfactory written evidence thereof, including the muniments of title or certified copies thereof. Should lessee assign this lease in whole or in part, lessor shall look solely to the assignee for the performance of its terms, or (if the assignment was in part) for the performance of its terms as to the acreage covered by the assignment, but only as to the mineral or minerals specified therein, if the assignment was limited to a certain mineral or minerals. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals is apportioned as between the several leasehold owners ratably, according to the surface area of each, and failure by one or more of them to pay his share or

Jan. Release Sec. Deed Book 104 Page 511

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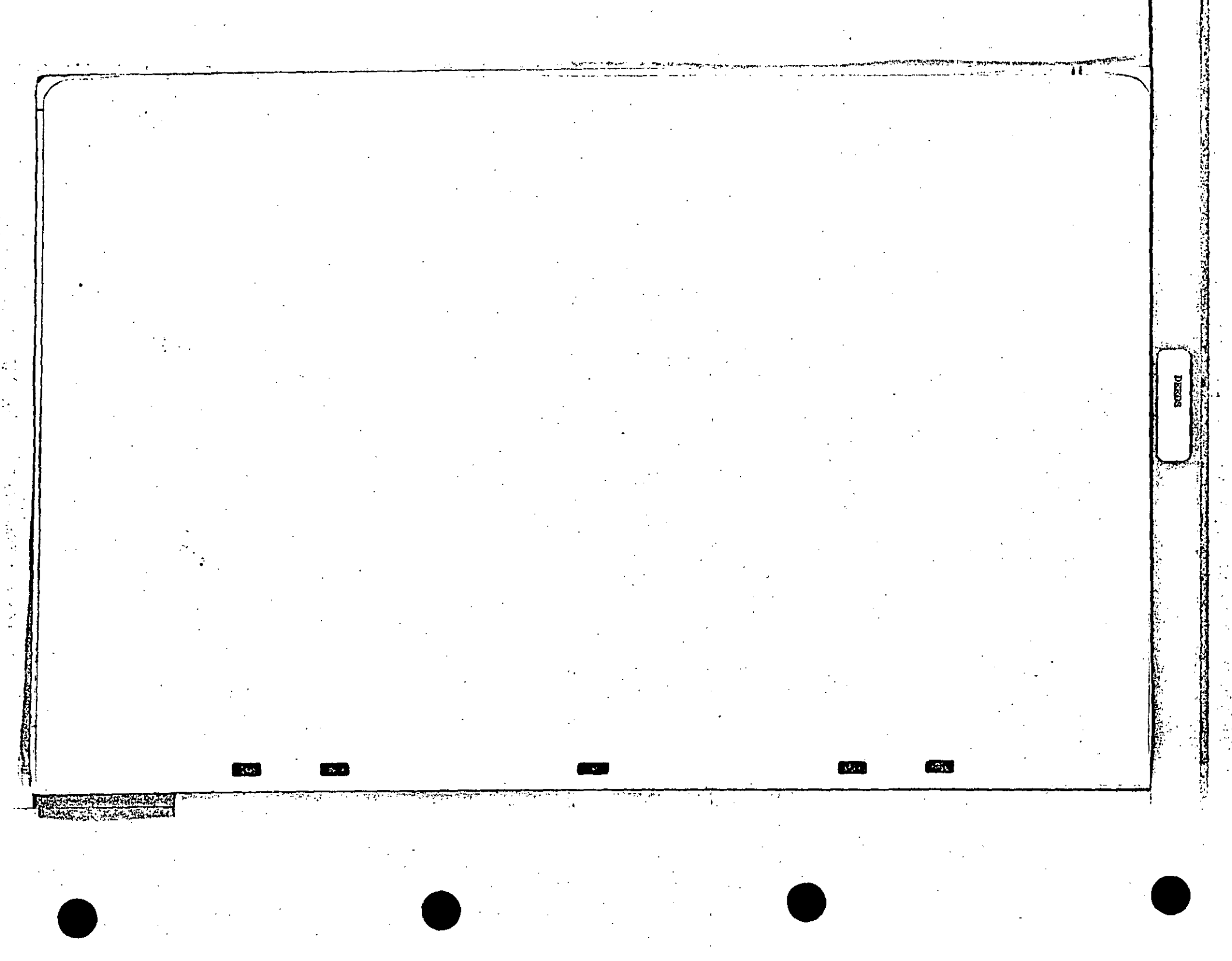
DESKS

of the Clerk of Court for Hampton County, South Carolina, on January 5, 1942 in Deed Book 37-D, page 29. This tract contains Sixty-three and three-fourths (63 3/4) acres, more or less.
TRACT NO. 7 OF 78 ACRES. This tract was conveyed to me by The First Carolina Joint Stock Land bank of Columbia by its deed dated March 7, 1942 and recorded in the office of the Clerk of Court for Hampton County, South Carolina, on March 12, 1942 in Deed Book 37-D, page 246. This tract contains Seventy-eight (78) acres, more or less.
TRACT NO. 8 OF 90 ACRES. This tract was conveyed to me by Elizabeth M. Kontz, as Administratrix of the estates of W. M. Kontz, deceased and W. S. Kontz, deceased. Elizabeth M. Kontz, as Guardian of W. M. Kontz, Jr., Margaret Elizabeth Kontz and John C. Kontz, Minors. Elizabeth M. Kontz, individually by her deed dated November 12, 1937 and recorded in the office of the Clerk of Court for Hampton County, South Carolina, on November 29, 1937 in Deed Book 35-D, page 10. This tract contains Ninety (90) acres, more or less.
TRACT NO. 9 OF 100 ACRES. This tract was conveyed to me by Mrs. Minnie Altman by her deed dated April 21, 1943 and recorded in the office of the Clerk of Court for Hampton County, South Carolina on April 28, 1943 in Deed Book 37-D, page 659. This tract contains One Hundred (100) acres, more or less.
TRACT NO. 10 OF 60 ACRES. This tract was conveyed to me by B. T. DeLoach, as Clerk of Court by his deed dated December 22, 1943 and recorded in the office of the Clerk of Court for Hampton County, South Carolina on December 28, 1943 in Deed Book 38-D, page 118. This tract contains Sixty (60) acres, more or less.

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10

shares of the rentals shall not affect the validity of the lease on the part of the land upon which pro rata rentals are paid or tendered. Drilling or production on any portion of the leased premises shall (so far as concerns the continuance of this lease) inure to the benefit of the owners of the lease upon all portions of the leased premises. Lessee may at any time, and from time to time, execute and deliver to lessor or place of record a release covering all or any portion or portions of the leased premises as to all or any specified mineral or minerals, and thereupon shall be relieved of all obligations as to the acreage surrendered, or as to that acreage as to only the particular mineral or minerals specified, as the case may be. After a release of this lease in its entirety as to only part of the acreage, the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by such release.

9. If there are, or if hereafter there shall be, two or more persons each of whom shall be entitled to receive a royalty of less than 1/8 of the total production, all such persons shall, by sufficient written instrument, designate some agent to receive payment for all of them, and lessee shall not be required to make payment to such persons, or any of them, until such instrument is furnished. However, in lieu of all such persons appointing the same agent, such persons may form themselves into different groups, those in each group appointing an agent to receive payment for only those in that group, provided that no group shall in the aggregate own a royalty of less than 1/8 of the total production.

10. This lease shall never be forfeited, cancelled or terminated for failure by lessee to perform in whole or in part any of its implied obligations, nor while oil or gas is being produced in paying quantities for any cause whatsoever, unless there shall first be a final judicial ascertainment that such obligation or cause exists and that lessee is in default. Upon such final determination, lessee is hereby given a reasonable time thereafter to comply with such obligation, or at lessee's election, to surrender the lease, with the option of reserving, under the terms of this lease, each producing well or well that is being drilled or reworked and ten acres surrounding it to be selected by lessee.

11. In case of suit, adverse claim, dispute or question as to the ownership of the rentals or royalties (or some part thereof) payable under this lease, lessee shall not be held in default of payment of such rentals or royalties (or the part thereof in doubt) until such suit, claim, dispute or question has been finally disposed of, and lessee shall have thirty (30) days after being furnished with the original instrument or instruments disposing of such suit, claim, or dispute (or a certified copy or copies thereof), or after being furnished with proof sufficient, in lessee's opinion, to settle such question, within which to make payment. Should the right or interest of lessee hereunder be disputed by lessee, or any other person, the time covered by the pendency of such dispute shall not be counted against lessee either as affecting the term of the lease or for any other purpose, and lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

12. When drilling or other operations are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or as a result of some order, requisition or necessity of the government, or as the result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding. Non-compliance, delay in compliance or incomplete compliance by lessee with any provision of this lease caused by lessee's obeying or performing any statute, regulation, rule or order enacted or issued for the conservation of oil and/or gas or the prevention of the waste of oil and/or gas shall not be considered a default on lessee's part and shall not render lessee liable to lessee for any loss, damage or injury suffered or sustained by lessee on account thereof. Should production temporarily cease on said land on account of a shutdown ordered by any public authority, this lease shall not terminate on that account but, on the contrary, it will be considered that oil and/or gas was produced from said land continuously during such shutdown, within the meaning of paragraph 2 hereof.

13. Lessee hereby warrants and agrees to defend the title to said land and agrees that lessee, at lessee's option, (but without any duty to do so), may pay and discharge in whole or in part any taxes, mortgages, or other liens upon said land or any part thereof, and in that event lessee shall be subrogated to such lien, with full right to enforce the same, and in addition thereto may retain for the satisfaction of such lien and interest all royalties or rentals accruing hereunder. The lessor shall pay directly, or reimburse lessee for, such proportion of any production and/or severance taxes, upon or measured by the total production or its value, as the royalty interest bears to the total interest. Without any impairment of lessee's rights under lessee's warranty of title it is agreed that if lessee owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

IN WITNESS WHEREOF this instrument is executed on the date above written.

(L. S.)

M. B. Freeman (L. S.)

Witnesses:

Hugh O. Hanna

Elizabeth Padgett

By E. M. Delany (Seal)

STATE OF SOUTH CAROLINA,
Hampton County

Personally appeared before me Elizabeth Padgett and made oath that she saw the within named M. B. Freeman sign, seal and as his act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that she, with Hugh O. Hanna witnessed the execution thereof.

SWORN to before me this 12th day of April 1944.

Hugh O. Hanna (L. S.)
Notary Public of S. C.
(Seal affixed)

Elizabeth Padgett

My commission expires at the Pleasure of the Governor

STATE OF SOUTH CAROLINA,
County

RENUNCIATION OF DOWER

GRANTOR A WIDOWER

I, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named heirs and assigns, all her interest and estate, and also all her rights and claims of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of Anno Domini 194.

(L. S.)
Notary Public of S. C.

THE STATE OF SOUTH CAROLINA,
COUNTY OF

I, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the 18th day of September 1944 at 1:30 o'clock P. M., and was duly recorded on this day of 19 in the Deed Records of said County, in Volume on page

Given under my hand and seal of office on the day and year last above written.

Clerk, County Court County, S. C.

By Deputy.

11

Oil and Gas Mining Lease

AN AGREEMENT, entered into this 16th day of March, 19 44, between Hal W. Marvin, a widower

lessor (whether one or more), of the post office of White Hall, South Carolina and J. K. Holsey Lessee.

1. Lessor, in consideration of the sum of Ten and no/100 -------- Dollars ($ 10.00), in hand paid, and of the covenants and agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee, for the purpose of testing by any method for formations or structures and prospecting and drilling for, mining, and producing oil and gas, laying pipe lines, building tanks, storing oil and water resulting from operations hereunder, and building towers, stations, telephone lines and other structures (including houses for employees) thereon, to produce, save, take care of, treat, process and transport oil and gas, the following described land in ~~Maricopa~~ Colleton County, South Carolina, to-wit:

All that Plantation or tract of land containing Three Hundred and Eighty-nine (389) acres, more or less, in Colleton County, State of South Carolina, which was formerly taken off from the Plantation called Vineyard, on the Northern part thereof, and conveyed by Nathaniel Heyward, Sr. by release to his son, Nathaniel Heyward, bearing date the ---day of--, 1814, and at the date of said release had such shape, marks, buttings and boundings as are fully delineated and set forth on a plot of the same made by John Diamond, Surveyor, attached to the said release; butting and bounding to the North on a Creek called Folly Creek; to the North-East and East on a Canal which separates it from a plantation of William Henry Heyward called the "Reserve", being a part of the Vineyear Plantation cut off as above described; and West on Cockolds Creek, a branch of the Combahee River, as the same was conveyed by J. Fraser Mathews, Assignee of N. Heyward, in bankruptcy, to Margaret Moultrie, and others, by whom it was conveyed to J. Bennett Bissell. being the same Plantation or tract of land as was conveyed to the late S. Anderson Marvin by Sarah H. Bissell by deed dated December 11, 1897, recorded January 14, 1898, in the R.M.C. Office for Colleton County, South Carolina, in Book of Deeds 18 at page 46. And being the same property conveyed by S. A. Marvin to Hal. W. Marvin by deed dated April 17, 1916, and recorded in the R.M.C. Office for Colleton County, S. C. April 24, 1916 in Book of Deeds 43 at page 169.

All that piece, parcel or tract of land situate, lying and being in Blake Township, County of Colleton and State of South Carolina, containing 18-1/2 acres, more or less, being a part of the Pines, or Heyward Tract, purchased by James G. Gibbs at Sheriff's sale, and bounded now or formerly as follows: by lands of R. S. Torlton, of James Middleton, of J. G. Gibbs, of Lander Gordon, and of ________ Richards, being the same lands conveyed to Jerry Williams by James G. Gibbs by deed dated December 22, 1893, and recorded May 1, 1900, in the R.M.C. Office for Colleton County, S. C., in Book 20, at Page 105.
ALSO, all that piece, parcel or tract of land situate, lying and being in Blake Township, Colleton County, and State of South Carolina, containing 7½ acres, more or less, being a part of the old Heyward or Pines Plantation, shown by plat attached to a deed from James G. Gibbs to

It is the intention of the lessor and lessee that this lease shall also include, and there is hereby included and leased for the purposes and consideration herein stated, all the land owned and claimed by lessor adjacent or contiguous to the land above described, whether in the same or different surveys. For the purpose of determining the amount of any money payment hereunder said premises shall be treated as comprising 121-3/4 acres, whether there be more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten years from this date (hereinafter called "primary term") and as long thereafter as either gas or oil is produced from said land hereunder.

3. The royalties reserved by lessor, and which shall be paid by lessee, are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected; however, lessee may from time to time purchase such royalty oil, paying therefor the market price at the wells currently prevailing on the day it is run into the pipe line or storage tanks; lessor's interest in either case shall bear its proportion of any expense of treating unmerchantable oil to render it merchantable as crude; and (b) on gas (including casing-head gas) produced from said land and sold or used off the land or in the manufacture of gasoline or other product, the market value at the wells of one-eighth of the gas so sold or used, provided that if and when lessee shall sell gas (including casing-head gas) at the wells lessor's royalty thereon shall be one-eighth of the amount realized from such sales; during any period when, after a discovery of gas on said land, gas is not being sold on account of lack of a market, and is not being used off the land or in the manufacture of gasoline or other product, and there is no current production or operation on said land sufficient to keep this lease in force, lessee may pay as royalty Fifty Dollars ($50) per year for each shut-in gas well, and it will be considered that gas is being produced, within the meaning of paragraph 2 hereof, during any period for which such payment is made, and no rental shall inure during any period covered by such a payment.

4. If drilling operations are not commenced on said land on or before one year from this date, this lease shall then terminate as to both parties, unless lessee shall pay or tender to lessor or to the credit of lessor in Farmers and Merchants Bank at Walterboro, S. C., or any successor, the sum of Thirty-Six and 09/100 -------- Dollars ($ 36.09) (hereinafter called "rental"), which shall extend for 12 months the time within which drilling operations may be commenced. Thereafter, annually, in like manner, and upon like payments or tenders, the commencement of drilling operations may be further deferred for periods of 12 months, each during the primary term. The payments or tenders of rental may be made by the check or draft of lessee mailed or delivered to such bank, or lessor (at post-office address last known to lessee) on or before such date for payment. Notwithstanding any change or division in the ownership of said land, the payment or tender of rental in the manner herein provided shall be binding on the heirs, successors and assigns of lessor. If the bank above-named (or any successor) should fail or refuse to accept rental, or should cease to transact banking business without having a successor, lessee shall have thirty (30) days after lessor shall have delivered to lessee a proper recordable instrument designating a substitute bank (and its successors) as agent to receive rentals, within which to make payment or tender of any rental or rentals tendered but not accepted or whose normal date for payment shall fall before the end of said thirty (30) day period. Lessor shall advise lessee, by notice in writing, whenever the bank heretofore authorized to receive rentals shall be succeeded by another bank, and lessee shall have thirty (30) days after receipt of such notice, within which to make payment or tender of any rental or rentals whose normal date for payment shall fall before the end of said thirty (30) day period. All provisions applicable to the bank above-named (and its successors) shall apply to a substitute bank and its successors. For the purposes of this lease, a bank is successor to another bank if the former bank shall (directly or through the medium of one or more intervening banks) receive the deposits or continue the banking business of the latter bank. The above-named bank and any other bank authorized to receive rentals hereunder shall be lessor's agent. Drilling operations hereunder shall be deemed to be commenced when the first material is placed on the ground.

5. If during the primary term and prior to the discovery of oil or gas on said land lessee should drill a dry hole thereon, this lease shall not be terminated thereby if lessee commences further drilling operations or commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following completion of the dry hole or, if there be no such rental paying date, commences further drilling operations before the expiration of the primary term. If after the discovery of oil or gas the production thereof should cease from any cause, this lease shall not be terminated thereby if lessee commences drilling or reworking operations within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following such cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as drilling or reworking operations (whether on the same well or on different wells successively) are continuously prosecuted and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land hereunder. Such operations, after the expiration of the primary term, shall be deemed to be continuously prosecuted if not more than sixty days shall elapse between the completion of drilling or reworking operations on one well and the commencement of drilling or reworking operations on another well.

6. Lessee shall have the free use of oil, gas and water from said land, except water from lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be on the net quantity after deducting any so used for operations. If lessee shall operate the leased premises jointly with other premises by a central plant or plants using oil or gas as fuel, and there be available such fuel (oil or gas) from the leased premises, then lessee shall have the right to allocate to the leased premises, for deduction as free fuel, their pro rata share of the total oil or gas consumed in such plant or plants as fuel. If in its judgment advantageous, lessee may use in separate operation of the leased premises or in such central plant fuel not available from the leased premises, or power, and charge its cost (or the proper pro rata portion thereof) against the production from the leased premises, but in no event may it charge more than the value (or the proper pro rata portion thereof) of that equivalent amount of fuel from the leased premises which would have been used in the same operations, had fuel from the leased premises been employed therefor. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth in cultivated land, and no well shall be drilled within two hundred feet of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at the risk and expense of lessor, of making connection and using gas from any gas well on said land for stoves and inside lights in the principal dwelling on said land out of any surplus gas not needed for operations hereunder.

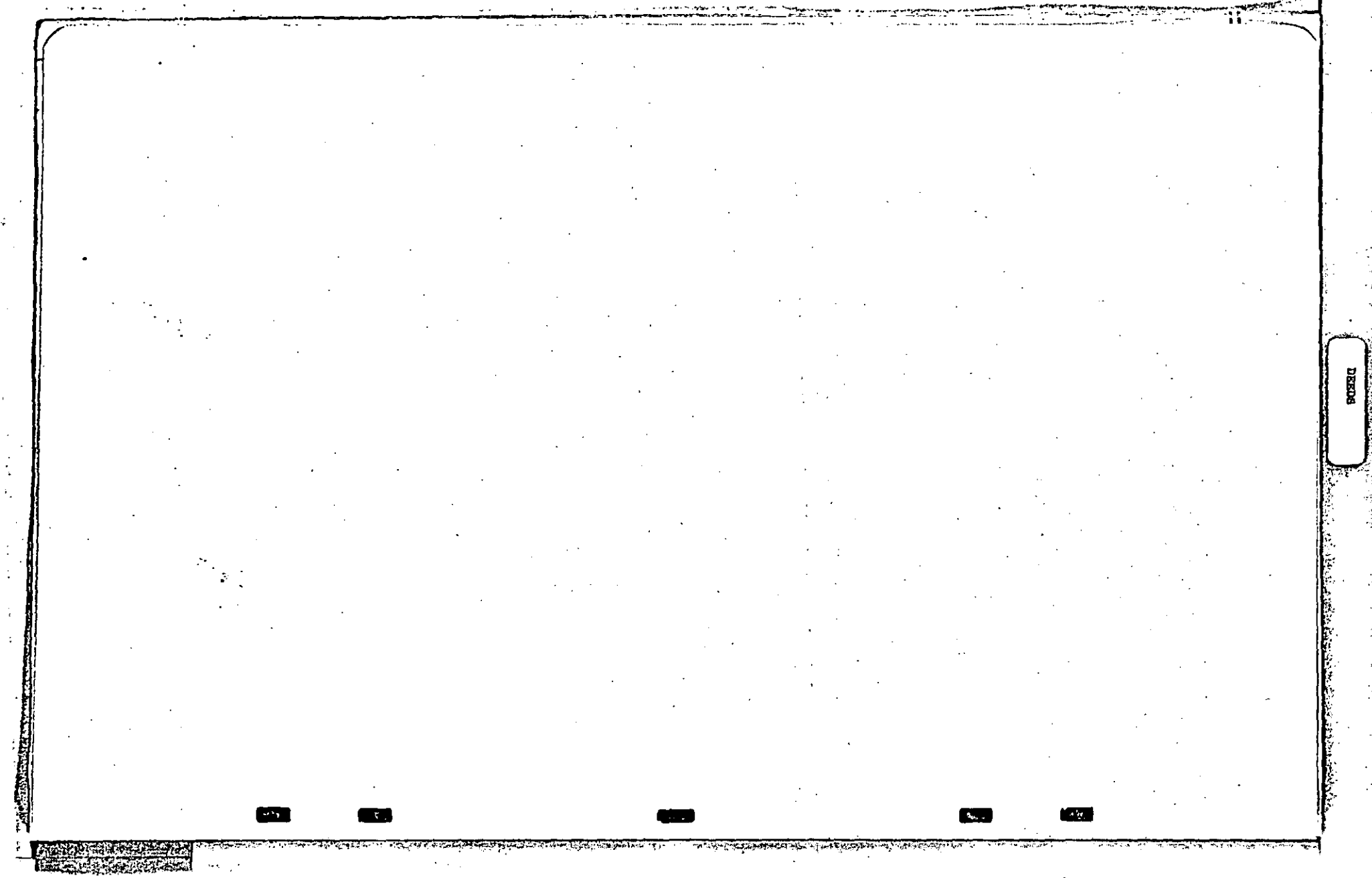
7. As used in this paragraph "mineral" means other than oil or gas. If, while this lease remains in force, any mineral shall be discovered in said land in commercial quantities lessee, at lessee's option, shall have the exclusive right to mine the same with all incidental rights, including that of ingress and egress, so long as such mineral shall be produced in commercial quantities, and shall pay lessor a royalty in kind or value at the mine at lessee's election of one-eighth of all minerals so mined, except that the royalty on potassium and sodium salts and related compounds shall be one-twentieth of their value at the mine on all mined and marketed, and except that the royalty on sulphur shall be fifty cents per long ton (2240 lbs.) on all mined and marketed. Production in commercial quantities of any mineral shall keep this lease in force also as to oil and gas and all minerals, and such production shall eliminate rental just as would production of oil or gas. In the event of the discovery of any mineral in substantial quantities which lessee deems to be probably commercial, then, notwithstanding any provision of this lease under which it might sooner terminate, lessee shall be allowed three years after such discovery or after the cessation of the production, if any, of oil or gas, whichever event happens last, within which to determine the extent of the deposit of such mineral and, if such deposit shall be in commercial quantities, to begin commercial production of such mineral. The commercial production of mineral, begun during such three year period but after the primary term, shall have the same effects as though commenced during the primary term. Nothing contained in this paragraph is intended or shall be construed to shorten the primary term or to terminate this lease sooner than it would otherwise terminate.

8. The rights of either party hereunder may be assigned in whole or in part. By an assignment in part is meant an assignment as to only part of said land, or an assignment as to only a certain mineral or minerals, or an assignment as to only a certain mineral or minerals in part of said land. The provisions hereof shall extend to their heirs, successors and assigns of the parties hereto, but no change or division in the ownership of the lands, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights and privileges of lessee; offsetting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises, nor shall separate measurement of the production of any particular well or wells on the leased premises be in any event obligatory. No change or division in the ownership of the lands, rentals or royalties shall be binding on lessee for any purpose until lessee shall be furnished with satisfactory written evidence thereof, including the muniments of title or certified copies thereof. Should lessee assign this lease in whole or in part, lessor shall look solely to the assignee for the performance of its terms, or (if the assignment was in part) for the performance of its terms as to the acreage covered by the assignment, but only as to the mineral or minerals specified therein, if the assignment was limited to a certain mineral or minerals. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals is apportioned as between the several leasehold owners ratably, according to the surface area of each, and failure by one or more of them to pay his share or

assigned 88 x 181

Tax Release See Deed Book 163 Page 24

SEE NEXT PAGE



Ezekiel Richards, being the same lands conveyed to Ezekiel Richards by James O. Gibbs by deed dated October 25, 1899, and recorded May 1, 1900, in the R.M.C. Office for Colleton County, S. C., in Book 20, at Page 104. The two tracts above described being shown on plat of James O. Gibbs, dated Nov. 12, 1901, and the first tract shwon on a plat of J. O. Gibbs, Surveyor, dated December 20, 1898. The foregoing described two tracts of land being the same conveyed to T.D. Ravenel by Jerry Williams and Ezekiel Richards by Deed dated March 21, 1929, recorded March 30, 1929, in R.M.C. office for Colleton County, S. C., in Book 62, Page 487.

ALSO, all that piece, parcel or tract of land situate, in Blake Township, in the County of Colleton and State of South Carolina, known as Lot No. 38 of the Hayward Tract, containing Twenty-five (25) acres, more or less, and bounded now or formerly as follows: North by lands of Elge Shepherd; East by lands of Lundon Gordon; South by lands of Robert Tarleton; and West by lands of Cuannier Wright; being the same lands conveyed to Paul Miles by C. G. Henderson, Master, by deed dated December 31, 1907.

ALSO, all that piece, parcel or tract of land situat in Blake Township, County of Colleton and State of South Carolina, containing ten (10) acres, more or less, and bounded now or formerly as follows: North by lands of Elijah Shepherd; East by lands of Jacob Waterburg; South by lands of James Singleton; West by lands of James Middleton; being the same lands conveyed to Paul Miles by Phillips Middleton by deeds dated November _____, 1904, and March 9, 1906.

The two tracts of land above descri ed and conveyed being the same lands conveyed to James J. Burns by Paul Miles by deed dated May 28, 1927, recorded June 11, 1927, in the Clerk of Court and R.M.C. Officefor Colleton County, S. C. in Book of Deeds 59, at Page 609. The said two tracts of land above described being the same lands conveyed to T. D. Ravenel by James J. Burnes by deed dated May 6, 1929, recorded May 6, 1929, in the R.M.C. office for Colleton County, S. C.in Book 62, Page 607.

ALSO, all that piece, parcel or tract of land situate, lying and being in Blake Township, Colleton County, and State of South Carolina, being a part of the Old Pynes Tract, and bounded now or formerly as follows: North by lands of John Grant; East by lands of Jerry Williams; South by lands formerly of H. H. Marvin; and West by Public Road, being the same lands conveyed to Joe Givens by C. H. Boynton by deed dated January the 5, 1918, recorded January the 14th, 1918, in the R.M.C. Office for Colleton County, S. C., in Book 47, Page 9. Also by deed to Joe Givens by C. H. Boynton dated October the 12, 1920, recorded December the 4th, 1920 in said office in Book 50, at Page 357, the said tract of land containing seven (7) acres, more or less. Being the same tract of land conveyed to T. D. Ravenel by Joe Givens by deed dated May 27, 1929, recorded May 29, 1929, in the R.M.C. office for Colleton County, S. C., in Book 63, Page 40.

ALSO, all that certain piece, parcel or tract of land situate, lying and being in Blake Township, County of Colleton, and State of South Carolina, containing fifty-six (56) acres, more or less, and bounded now, or formerly, as follows: North by lands of H. D. Robinson; East by lands of Thomas Smalls and Harry Richards; South by lands of estate of Manuel Allis and Eli Perry, and on the West by Pines old rice fields; being same lands conveyed to William Branford Frost by Catherine A. Robinson by deed dated April the 3, 1914, recorded April the 8th 1914, in the Clerk of Court and R.M.C. office for Colleton County, South Carolina, in Book 39, Page 549, and by the said William Branford Frost devised to his wife, Emma Middleton Huger Frost by his will, bearing date May the 8, 1901, admitted to probate October 22, 1917, and duly recorded on October the 22, 1917, in Will Book Y, Page 456, in the office of the Judge of Probate for Charleston County, S. C., and by the said Emma Middleton Huger Frost devised to Constance W. Frost and Alice W. Frost by her will dated January the 24, 1921, admitted to probate December the 5th, 1922, and duly recorded December the 6th, 1922, in Will Book AA, Page 95, office of the Probate Judge for Charleston County, S. C. Being the same tract of land conveyed to T. D. Ravenel by Constance W. Frost and Alice W. Frost by deed dated February 18, 1930, recorded March 8, 1930, in R.M.C. office for Colleton County, S. C., in Book 64, Page 374; The foregoing six tracts of land above described being the same property conveyed by T. D. Ravenel to Hal W. Marvin by deed dated March 7, 1931, and recorded March 9, 1931 in the R.M.C. Office for Colleton County, S.C., in Book of Deeds 65 at page 453-456.

See assignment see Book Page 181

All that piece, parcel, or tract of land situate, lying or being in Blake Township, Colleton County, South Carolina, measuring and containing Thirty (30) acres more or less and bounded as follows, to-wit: North by Hector Hugenin, East by Thomas Hugenin, and South and West by Eddie Allison and H. H. Marvin, and being the same property conveyed by Lucas C. Padgett, Sheriff of Colleton County, T. H. W. Marvin, by deed dated October 19, 1931, and recorded October 19th, 1931, in the R.M.C. office for Colleton County, S. C., in Book of Deeds 68, at page 158.

All that piece, parcel, or tract of land situate lying or being in Blake Township, Colleton County, S. C. measuring and containing (19) nineteen acres, more or less, and bounded on the North by Jane Cattle, on the East by Jim Fields, on the South by Lizzie Green, and on the West by Jimmie Burns and Ezikle Richardson, and being the same property conveyed by Lucas C. Padgett, Sheriff of Colleton County, to H. W. Marvin, by deed dated February 22, 1929, and recorded April 22, 1929, in the R.M.C. Office for Colleton County, S.C., in Book of Deeds 30, at page 568.

11A

SEE NEXT PAGE

All that piece, parcel or tract of land situate, lying and being in Blake Township, County of Colleton, and State of South Carolina, containing twenty-five and three-fourths (25-3/4) acres, more or less. and bounded no th by lands of Maulsey Re r, East by lands of Jane Cattle, South by lands of Harold ". Marvin, formerly Lige Sheppard, and West by lands of Harold ". Marvin, formerly Riley Drayton, Said lands being shown on a plat made for Harold W. Marvin by C. S. Dubant, surveyor, of date April 1930, and the twenty-five and th ee-fourths (25-3/4) acres herein conveyed being a portion of a seventy-five acre tract belonging to Jane Cattle, she being the sole heir at law of Primus Dennis, who formerly owned the said property, and being the same property conveyed by Jane Cattle to Harold W. Marvin, bey deed dated May 19, 1930, and recorded June 30, 1930, in the R.M.C. Office for Colleton County, S. C., in Book of Deeds 64 at page 676.

All that piece, parcel or tract of land situate, lying and being in Blake Township, Colleton County, S. C. containing twenty-two acres, more or less, being Lot No. 47 of the Pines, or Heyward Tract, and hath such shape and forms as are represented by a plat of the said tract on file in the office of the Secretary of State. being same lands conveyed by State of South Carolina to James Drayton by deed dated March the 9th 1878. And being the same property conveyed by James Sheppard to Harold ". Marvin by deed dated June 15, 1929, and recored June 17, 1929 in the R.M.C. Office for Colleton County, S. C., in Book of Deeds 63 at page 66.

All that piece, parcel or tract of land situate, lying and being in Colleton Cou ty, South Carolina, containing eleven (11) acres, more or less, and known as Lot No. 67 of the Heyward tract, as per plat on record in the office of the Secret ry of State, and bounded now or formerly by lands of Sarah Brown, Manuel Colter, W. S. and J. W. Tarleton, Broson Snipe, and Daniel Bennett, being the same lands conveyed to James Fields by William S. Smalls by deed dated July 19, 1929, recorded July 22, 1929 in the R.M.C. Office for Colleton County, S. C., in Book 63, at page 112. And being the same property conveyed by James Fields to H. W. Marvin by deed dated January 21st, 1930, and recorded April 14th, 1930 in the R.M.C. Office for Colleton County, S. C., in Book of Deeds 64 at page 539.

All that piece, parcel, or tract of land situate, lying and being in the County of Colleton and State of South Carolina, containing twelve (12) acres, more or less, and bounded on the North by lands of Primus Dennis; East by lands of Grace Boles; South by lands of Jim Middleton; and West by lands of Elijah Shepherd. being the same lands conveyed to Walterboro Live Stock & Vehicle Company by Catherine Singleton by deed dated 31 March 1914, recorded 13 April, 1914 in the R.M.C. Office for Colleton County, South Carolina, in book 40, at Page 52, and by the Walterboro Live Stock & Vehicle Company conveyed to James Fields by deed dated 10 December, 1921, and recorded in the R.M.C. Office for Colleton County in book 52, at Page 314. And being the same property conveyed by James Fields to Hal. W. Marvin by deed dated June 1st, 1929, and recorded July 16, 1929 in the R.M.C. Office for Colleton County, S. C., in Book of Deeds 63 at page 107.

All that piece, parcel, or tract of land situate in Colleton County, State aforesaid, containing Twenty (20) acres, mor or less, bounded on the North by lands of Lizzie Green; on the East by lands of James Middleton and Liza Sheppard; on the South by lands of Quabus Wright; and on the West by lands of Smart Wright, being a part of the Aynes tract. Said tract of land having been conveyed to Cornelius Middleton by Harry Richards by deed dated May , 1907, and recorded in the R.M.C. Office for Colleton County in book 33, at Page 65. and being the same property conveyed by Adeline Middleton to Hal W. Marvin by deed dated May 11, 1929, and recorded May 20th, 1929 in the R.M.C. Office for Colleton County, S. C., in Book of Deeds 63 at page 39.

All that piece, parcel or tract of land situate, lying and being in Blake Township, Colleton County, South Carolina, measuring and containing thirty-five (35) acres, more or less, with the buildings thereon, and bounded as follows: North by lands of Jim Middleton; East by lands of Jim Richards; South by lands of Pine Swamp; and West by lands of Cornelius Middleton, said tract of land being known as Lot No. 42 of the Heyward Tract as was conveyed by the State of South Carolina to Quamina Wright by deed dated February 19, 1879, and recorded in Book 19, page 616, the said Quamina Wright being the same person as Quabner Wright, and being the same premises conveyed by the said Quabner Wright et al to A. J. Drawdy by deed dated April 13, 1926, recorded April 14, 1926 in R.M.C. Office for Colleton County, South Carolina, in Book 59, at page 159. And being the same property conveyed by Charlott Frazier to Harold W. Marvin by deed dated July 16, 1929, and recorded July 24, 1929 in the R.M.C. Office for Colleton County, S.C., in Book of Deeds 63 at page 116.

All that piece, parcel or tract of land, lying and being in Blake Township, Colleton County, South Carolina, measuring and containing Twenty-three (23) acres, more or less, and bounded North by lands of Lish Richards and Hal Marvin; East by Silver Swamp and H. A. Marvin; South by lands of Andy Giles and Hal Marvin; and West by lands of Hal Marvin and Pine Swamp, and being the same property conveyed by B. L. Rhodes, Sheriff for Colleton County, to Hal W. Marvin by deed dated February 18, 1936, and recorded February 25, 1936 in the R.M.C. Office for Colleton County, S. C., in Book of Deeds 71 at page 119.

All that piece, parcel, or tract of land situated, lying and being in Blake Township, Colleton County, and in the State aforesaid, containing five (5) acres, more or less, and being bounded on the North by lands of the estate of Paul Drayton; East by lands of the estate of Cornelius Middleton; South by the estate of Mrs. Mollie Wright; West by Pynes Swamp. Said land was formerly purchased by L. S. Smith from Quebner Wright by deed recorded in the office of the Clerk of Court for Colleton County 9 December, 1920, in Book 50, at Page 369, and is the same land conveyed by L. S. Smith to Bennett Bros. by deed dated 31 January, 1921, and recorded in the R.M.C. office for Colleton County in Book 48, at Page 620, and being the same property conveyed by B. H. Bennett and A. H. Bennett to Hal W. Marvin by deed dated May 27, 1929, and recorded May 29, 1929 in the R.M.C. Office for Colleton County, S. C., in Book of Deeds 63 at page 37.

All that piece, parcel or lot of land, together with the building thereon, situate, lying and being in Blake Township; County of Colleton and State of South Carolina, measuring and containing one (1) acre, more or less, and bounded as follows: North by land of Isaac Richards and Grant; East by Public Road; South by lands of C. A. Robinson; and West by Pines Old Rice Fields. Being same lands conveyed by Ficken-Jordan Company to J. H. Hamlin, now deceased, by deed dated day of February 1919, and recorded 12th day of March 1919 in the R.M.C. Office for Colleton County in Book 49, at page 116, and the grantors herein being the sole heirs at law of the said J. H. Hamlin, now deceased. And being the same property conveyed by Mrs. Minnie Hamlin, T. H. Hamlin and J. K. Hamlin to Harold W. Marvin by deed dated June 15, 1929, and recorded July 24, 1929 in the R.M.C. Office for Colleton County, S. C., in Book of Deeds 63 at page 115.

All that piece, parcel or tract of land, lying and being in Blake School District, Colleton County, South Carolina, measuring and containing Five (5) acres, more or less, and bounded as follows: North by lands of Tom Smalls; East by lands of Tom Richards; South by lands of Tom Richards; West by lands of Isaac Richards. And being the same property conveyed by B. L. Rhodes, Sheriff for Colleton County, to Forfeited Land Commission by deed dated April 23, 1937, and recorded January 4th, 1938 in the R.M.C. Office for Colleton County, S. C., in Book of Deeds 75 at page 37.

shares of the rentals shall not affect the validity of the lease on the part of the land upon which pro rata rentals are paid or tendered. Drilling or production on any portion of the leased premises shall (so far as concerns the continuance of this lease) inure to the benefit of the owners of the lease upon all portions of the leased premises. Lessee may at any time, and from time to time, execute and deliver to lessor or place of record a release covering all or any portion or portions of the leased premises as to all or any specified mineral or minerals, and thereupon shall be relieved of all obligations as to the acreage surrendered, or as to that acreage as to only the particular mineral or minerals specified, as the case may be. After a release of this lease in its entirety as to only part of the acreage, the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by such release.

9. If there are, or if hereafter there shall be, two or more persons each of whom shall be entitled to receive a royalty of less than 1/8 of the total production, all such persons shall, by sufficient written instrument, designate some agent to receive payment for all of them, and lessee shall not be required to make payment to such persons, or any of them, until such instrument is furnished. However, in lieu of all such persons appointing the same agent, such persons may form themselves into different groups, those in each group appointing an agent to receive payment for only those in that group, provided that no group shall in the aggregate own a royalty of less than 1/8 of the total production.

10. This lease shall never be forfeited, cancelled or terminated for failure by lessee to perform in whole or in part any of its implied obligations, nor while oil or gas is being produced in paying quantities for any cause whatsoever, unless there shall first be a final judicial ascertainment that such obligation or cause exists and that lessee is in default. Upon such final determination, lessee is hereby given a reasonable time thereafter to comply with such obligation, or at lessee's election, to surrender the lease, with the option of reserving, under the terms of this lease, each producing well or well that is being drilled or reworked and ten acres surrounding it to be selected by lessee.

11. In case of suit, adverse claim, dispute or question as to the ownership of the rentals or royalties (or some part thereof) payable under this lease, lessee shall not be held in default of payment of such rentals or royalties (or the part thereof in doubt) until such suit, claim, dispute or question has been finally disposed of, and lessee shall have thirty (30) days after being furnished with the original instrument or instruments disposing of such suit, claim, or dispute (or a certified copy or copies thereof), or after being furnished with proof sufficient, in lessee's opinion, to settle such question, within which to make payment. Should the right or interest of lessee hereunder be disputed by lessor, or any other person, the time covered by the pendency of such dispute shall not be counted against lessee either as affecting the term of the lease or for any other purpose, and lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

12. When drilling or other operations are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or as a result of some order, requisition or necessity of the government, or as the result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding. Non-compliance, delay in compliance or incomplete compliance by lessee with any provision of this lease caused by lessee's obeying or performing any statute, regulation, rule or order enacted or issued for the conservation of oil and/or gas or the prevention of the waste of oil and/or gas shall not be considered a default on lessee's part and shall not render lessee liable to lessor for any loss, damage or injury suffered or sustained by lessee on account thereof. Should production temporarily cease on said land on account of a shutdown ordered by any public authority, this lease shall not terminate on that account but, on the contrary, it will be considered that oil and/or gas was produced from said land continuously during such shutdown, within the meaning of paragraph 2 hereof.

13. Lessor hereby warrants and agrees to defend the title to said land and agrees that lessee, at lessee's option, (but without any duty to do so), may pay and discharge in whole or in part any taxes, mortgages, or other liens upon said land or any part thereof, and in that event lessee shall be subrogated to such lien, with full right to enforce the same, and in addition thereto may retain for the satisfaction of such lien and interest all royalties or rentals accruing hereunder. The lessor shall pay directly, or reimburse lessee for, such proportion of any production and/or severance taxes, upon or measured by the total production or its value, as the royalty interest bears to the total interest. Without any impairment of lessee's rights under lessor's warranty of title it is agreed that if lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

IN WITNESS WHEREOF this instrument is executed on the date above written.

(L. S.)

Hal H. Marvin (Seal)

Witnesses:

Mary Kay

Katharine H. Hoar

By J. H. Holsey (Seal) Lessee

STATE OF SOUTH CAROLINA,
Colleton County

Personally appeared before me Mary Kay

and made oath that she saw the within named Hal H. Marvin

sign, seal and as his act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that she, with

Katharine H. Hoar witnessed the execution thereof.

SWORN to before me this 16th day of March 1944.

Katharine H. Hoar (L. S.)
Notary Public of S. C.
(Seal affixed)

Mary Kay

STATE OF SOUTH CAROLINA,
County

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named heirs and assigns, all her interest and estate, and also all her rights and claims of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this
day of
Anno Domini 194
Notary Public of S. C. (L. S.)

THE STATE OF SOUTH CAROLINA,
COUNTY OF } ss.

I, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the 18th day of September 1944 at 1:30 o'clock P. M., and was duly recorded on this day of 19, in the Deed Records of said County, in Volume on pages.

Given under my hand and seal of office on the day and year last above written.

Clerk, County Court County, S. C.

By
Deputy.

88 (Texas) HENRY M. TUTEN TO J. W. HOLSHY Form P O-D

Oil and Gas Mining Lease

AN AGREEMENT, entered into this 22nd day of April, 1944, between Henry M. Tuten

lessor (whether one or more), of the post office of Jacksonboro, South Carolina, and J. W. Holsey, Lessee.

1. Lessor, in consideration of the sum of Eighty Three and 75/100 Dollars ($ 83.75), in hand paid, and of the covenants and agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee, for the purpose of mining by any method for formations or structures and prospecting and drilling for, mining, and producing oil and gas, laying pole lines, building tanks, storing oil and water resulting from operations hereunder, and building towers, stations, telephone lines and other structures (including houses for employees) thereon, to produce, save, take care of, treat, process and transport oil and gas, the following described land in Colleton County, South Carolina, to-wit:

Tract No. 1: All that certain piece, parcel or tract of land situate, lying and being two miles Northwest of the town of Jacksonboro, near the Walterboro-Jacksonboro Public road in Fraser township, Colleton County, South Carolina more particulary described as follows: All that tract of land containing Six Hundred five and 3/4 (605.75) acres, and bounded North and West by lands of Bradleys, Hayne Hall Tract; East by lands of Bradleys Hart Tract; South by Bulls Place, according to a survey and plat of same by C. E. DuRant, Surveyor, of date November 7th and 8th, 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 H. M. Jefferies, Master, by deed of record in the Office of the Clerk of Court in Deed Book 30, page 260, W. J. Saule and Mary Tuten by deed of recording in the Office of the Clerk of Court in Book 44, Page 556, and by O. P. Sauls by Deed of record in the Office of the Clerk of Court for Colleton County in Book 44, page 555.

ALSO: Tract No. 2: All that tract of land situate in Fraser School District, Colleton County, South Carolina, known as the Hayne Hall Tract, containing Eight Hundred Nineteen and five-tenths (819.5) acres, more or less, and bounded now or formerly as follows; Northwest by the Burnt Church lot and by the Parkers Ferry Road; Northeast by lan s of Garvin; East by lands of F. S. and H. S. Bradley, known as the Hart tract; by lands of H. M. Tuten, next below described, and by lands of Reynolds; South by said of H. M. Tuten, by lands of Reynolds, and by lands of J. W. Padgett; Southwest by lands of J. W. Padgett and by the Jacksonboro Road from Cottageville; and by a triangular shaped piece of land containing 9½ acres said to be originally a part of the Hayne Hall Tract. Said lands being delineated on plat thereof by Harry H. Gripp, Surveyor, dated 21 August 1943, with said triangular strip defined thereon in red lines by said surveyor by addends dated 13 January 1944. EXCLUDING therefrom, however, an interior burial lot of ____ acres, conveyed by Bradley Lumber and Manufacturing Company to Frank H. Hayne by deed dated 2 March 1928 and recorded in Book 61 Page 301 in the Office of the Clerk of Court for Colleton County.

It is the intention of the lessor and lessee that this lease shall also include, and there is hereby included and leased for the purposes and consideration herein stated, all the land owned and claimed by lessor adjacent or contiguous to the land above described, whether in the same or different surveys. For the purpose of determining the amount of any money payments hereunder said premises shall be treated as comprising 1675 acres, whether there be more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten years from this date (hereinafter called "primary term") and as long thereafter as either gas or oil is produced from said land hereunder.

3. The royalties reserved by lessor, and which shall be paid by lessee, are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected; however, lessee may from time to time purchase such royalty oil, paying therefor the market price at the wells currently prevailing on the day it is run into the pipe line or storage tanks; lessor's interest in either case shall bear its proportion of any expense of treating unmerchantable oil to render it merchantable as crude; and (b) on gas (including casing-head gas) produced from said land and sold or used off the land or in the manufacture of gasoline or other product, the market value at the wells of one-eighth of the gas so sold or used, provided that if and when lessee shall sell gas (including casing-head gas) at the wells lessor's royalty thereon shall be one-eighth of the amount realized from such sales; during any period when, after a discovery of gas on said land, gas is not being sold on account of lack of a market, and is not being used off the land or in the manufacture of gasoline or other product, and there is no current production or operations on said land sufficient to keep this lease in force, lessee may pay as royalty Fifty Dollars ($50) per year for each shut-in gas well, and it will be considered that gas is being produced, within the meaning of paragraph 2 hereof, during any period for which such payment is made, and no rental shall insure during any period covered by such a payment.

4. If drilling operations are not commenced on said land on or before one year from this date, this lease shall then terminate as to both parties, unless lessee shall pay or tender to lessor or to the credit of lessor in Farmers and Merchants Bank at Walterboro, S. C., or any successor, the sum of Eighty three and 75/100 Dollars ($83.75) (hereinafter called "rental"), which shall extend for 12 months the time within which drilling operations may be commenced. Thereafter, annually, in like manner, and upon like payments or tenders, the commencement of drilling operations may be further deferred for periods of 12 months, each during the primary term. The payments or tenders of rental may be made by the check or draft of lessee mailed or delivered to such bank or lessor (at post-office address last known to lessee) on or before such date for payment. Notwithstanding any change or division in the ownership of said land, the payment or tender of rental in the manner herein provided shall be binding on the heirs, successors and assigns of lessor. If the bank above-named (or any successor) should fail or refuse to accept rental, or should cease to transact banking business without having a successor, lessee shall have thirty (30) days after lessor shall have delivered to lessee a proper recordable instrument designating a substitute bank (and its successors) as agent to receive rentals, within which to make payment or tender of any rental or rentals tendered, but not accepted or which became normal date for payment shall fall before the end of said thirty (30) day period. Lessor shall notify lessee, by notice in writing, whenever the bank here-named authorized to receive rentals shall be succeeded by another bank, and lessee shall have thirty (30) days after receipt of such notice, within which to make payment or tender of any rental or rentals whose normal date for payment shall fall before the end of said thirty (30) day period. All provisions applicable to the bank above-named (and its successors) shall apply to a substitute bank and its successors. For the purposes of this lease, a bank is successor to another bank if the former bank shall (directly or through the medium of one or more intervening banks) receive the deposits or continue the banking business of the latter bank. The above-named bank and any other bank authorized to receive rentals hereunder shall be lessor's agent. Drilling operations hereunder shall be deemed to be commenced when the first material is placed on the ground.

5. If during the primary term and prior to the discovery of oil or gas on said land lessee should drill a dry hole thereon, this lease shall not be terminated thereby if lessee commences further drilling operations or commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following completion of the dry hole or, if there be no such rental paying date, commences further drilling operations before the expiration of the primary term. If after the discovery of oil or gas the production thereof should cease from any cause, this lease shall not be terminated thereby if lessee commences drilling or reworking operations within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following such cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as drilling or reworking operations (whether on the same well or on different wells successively) are continuously prosecuted and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land hereunder. Such operations, after the expiration of the primary term, shall be deemed to be continuously prosecuted if not more than sixty days shall elapse between the completion of drilling or reworking operations on one well and the commencement of drilling or reworking operations on another well.

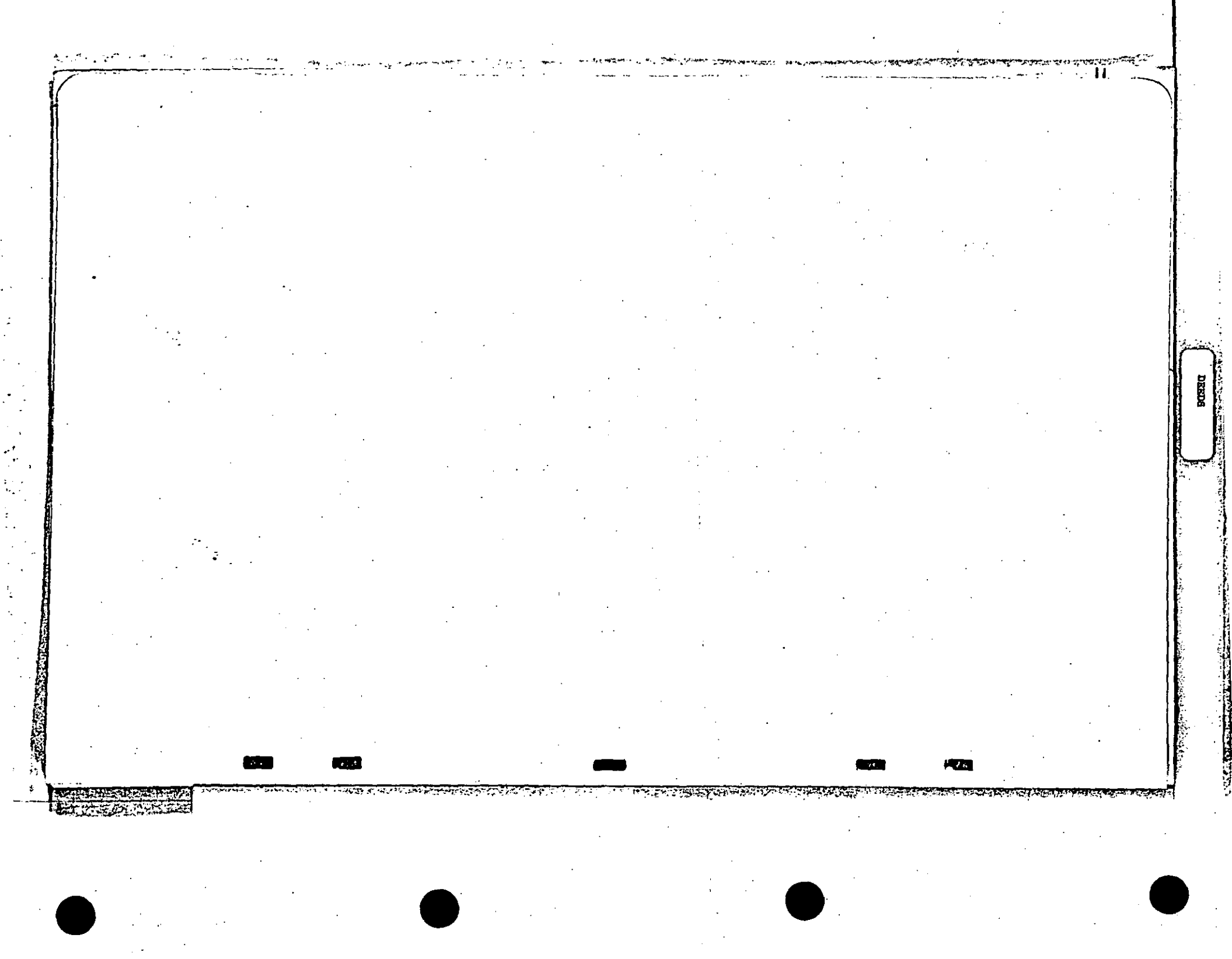
6. Lessee shall have the free use of oil, gas and water from said land, except water from lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be on the net quantity after deducting any so used for operations. If lessee shall operate the leased premises jointly with other premises by a central plant or plants using oil or gas as fuel, and there be available such fuel (oil or gas) from the leased premises, then lessee shall have the right to allocate to the leased premises, for deduction as free fuel, their pro rata share of the total oil or gas consumed in such plant or plants as fuel. If in its judgment advantageous, lessee may use in separate operations of the leased premises or in such central plant fuel not available from the leased premises, or power, and charge its cost (or the proper pro rata portion thereof) against the production from the leased premises, but in no event may it charge more than the value (or the proper pro rata portion thereof) of that equivalent amount of fuel from the leased premises which would have been used in the same operations, had fuel from the leased premises been employed therefor. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth in cultivated land, and no well shall be drilled within two hundred feet of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at the risk and expense of lessor, of making connection and using gas from any gas well on said land for stoves and inside lights in the principal dwelling on said land out of any surplus gas not needed for operations hereunder.

7. As used in this paragraph "mineral" means other than oil or gas. If, while this lease remains in force, any mineral shall be discovered in said land in commercial quantities, lessee, at lessee's option, shall have the exclusive right to mine the same with all incidental rights, including that of ingress and egress, so long as such mineral shall be produced in commercial quantities, and shall pay lessor a royalty in kind or value at the mine at lessee's election of one-eighth of all minerals so mined, except that the royalty on potassium and sodium salts and related compounds shall be one-twentieth of their value at the mine on all mined and marketed, and except that the royalty on sulphur shall be fifty cents per long ton (2240 lbs.) on all mined and marketed. Production in commercial quantities of any mineral shall keep this lease in force also as to oil and gas and all minerals, and such production shall eliminate rental just as would production of oil or gas. In the event of the discovery of any mineral in substantial quantities which lessee deems to be probably commercial, then, notwithstanding any provision of this lease under which it might sooner terminate, lessee shall be allowed three years after such discovery or after the cessation of the production, if any, of oil or gas, whichever event happens last, within which to determine the extent of the deposit of such mineral and if such deposit shall be in commercial quantities, to begin commercial production of such mineral. The commercial production of mineral, begun during such three year period but after the primary term, shall have the same effects as though commenced during the primary term. Nothing contained in this paragraph is intended or shall be construed to shorten the primary term or to terminate this lease sooner than it would otherwise terminate.

8. The rights of either party hereunder may be assigned in whole or in part. By an assignment in part is meant an assignment as to only part of said land, or an assignment as to only a certain mineral or minerals, or an assignment as to only a certain mineral or minerals in part of said land. The provisions hereof shall extend to their heirs, successors and assigns of the parties hereto, but no change or division in the ownership of the lands, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights and privileges of lessee; offsetting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises, nor shall separate measurement of the production of any particular well or wells on the leased premises be in any event obligatory. No change or division in the ownership of the lands, rentals or royalties shall be binding on lessee for any purpose until lessee shall be furnished with satisfactory written evidence thereof, including the muniments of title or certified copies thereof. Should lessee assign this lease in whole or in part, lessor shall look solely to the assignee for the performance of its terms, or (if the assignment was in part) for the performance of its terms as to the acreage covered by the assignment, but only as to the mineral or minerals specified therein, if the assignment was limited to a certain mineral or minerals. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals is apportioned as between the several leasehold owners ratably, according to the surface area of each, and failure by one or more of them to pay his share or

See Assignments see Assn. Book Page 18

SEE NEXT PAGE



Reference is here had to the records of said deeds for a more particular description.

TRACT NO. 3: All that tract of land situate in Fraser School District, Colleton County, South Caroline, containing Two Hundred Fifty (250) acres, more or less, bounded North by lands of estate of J. A. Tuten, formerly part of same tract; East by Buzzard Roost Avenue and lands of Holmes, Wesley Green, et al; South by State Highway #32; West by lands of Lightsey Brothers, formerly of Bradley. Being lands set off to H. M. Tuten in partition in kind between him and J. A. Tuten.

For Release See Deed Book. 103 Page 63.

shares of the rentals shall not affect the validity of the lease on the part of the land upon which pro rata rentals are paid or tendered. Drilling or production on any portion of the leased premises shall (so far as concerns the continuance of this lease) inure to the benefit of the owners of the lease upon all portions of the leased premises. Lessee may at any time, and from time to time, execute and deliver to lessor or place of record a release covering all or any portion or portions of the leased premises as to all or any specified mineral or minerals, and thereupon shall be relieved of all obligations as to the acreage surrendered, or as to that acreage as to only the particular mineral or minerals specified, as the case may be. After a release of this lease in its entirety as to only part of the acreage, the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by such release.

9. If there are, or if hereafter there shall be, two or more persons each of whom shall be entitled to receive a royalty of less than 1/8 of the total production, all such persons shall, by sufficient written instrument, designate some agent to receive payment for all of them, and lessee shall not be required to make payment to such persons, or any of them, until such instrument is furnished. However, in lieu of all such persons appointing the same agent, such persons may form themselves into different groups, those in each group appointing an agent to receive payment for only those in that group, provided that no group shall in the aggregate own a royalty of less than 1/8 of the total production.

10. This lease shall never be forfeited, cancelled or terminated for failure by lessee to perform in whole or in part any of its implied obligations, nor while oil or gas is being produced in paying quantities for any cause whatsoever, unless there shall first be a final judicial ascertainment that such obligation or cause exists and that lessee is in default. Upon such final determination, lessee is hereby given a reasonable time thereafter to comply with such obligation, or at lessee's election, to surrender the lease, with the option of reserving, under the terms of this lease, each producing well or well that is being drilled or reworked and ten acres surrounding it to be selected by lessee.

11. In case of suit, adverse claim, dispute or question as to the ownership of the rentals or royalties (or some part thereof) payable under this lease, lessee shall not be held in default of payment of such rentals or royalties (or the part thereof in doubt) until such suit, claim, dispute or question has been finally disposed of, and lessee shall have thirty (30) days after being furnished with the original instrument or instruments disposing of such suit, claim, or dispute (or a certified copy or copies thereof), or after being furnished with proof sufficient, in lessee's opinion, to settle such question, within which to make payment. Should the right or interest of lessee hereunder be disputed by lessor, or any other person, the time covered by the pendency of such dispute shall not be counted against lessee either as affecting the term of the lease or for any other purpose, and lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

12. When drilling or other operations are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or as a result of some order, requisition or necessity of the government, or as the result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding. Non-compliance, delay in compliance or incomplete compliance by lessee with any provision of this lease caused by lessee's obeying or performing any statute, regulation, rule or order enacted or issued for the conservation of oil and/or gas or the prevention of the waste of oil and/or gas shall not be considered a default on lessee's part and shall not render lessee liable to lessor for any loss, damage or injury suffered or sustained by lessor on account thereof. Should production temporarily cease on said land on account of a shutdown ordered by any public authority, this lease shall not terminate on that account but, on the contrary, it will be considered that oil and/or gas was produced from said land continuously during such shutdown, within the meaning of paragraph 2 hereof.

13. Lessor hereby warrants and agrees to defend the title to said land and agrees that lessee, at lessee's option, (but without any duty to do so), may pay and discharge in whole or in part any taxes, mortgages, or other liens upon said land or any part thereof, and in that event lessee shall be subrogated to such lien, with full right to enforce the same, and in addition thereto may retain for the satisfaction of such lien and interest all royalties or rentals accruing hereunder. The lessor shall pay directly, or reimburse lessee for, such proportion of any production and/or severance taxes, upon or measured by the total production or its value, as the royalty interest bears to the total interest. Without any impairment of lessee's rights under lessee's warranty of title it is agreed that if lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

IN WITNESS WHEREOF this instrument is executed on the date above written.

(L. S.) Henry M. Tuten

Witnesses:
J. M. Moorer
Elizabeth Fowler

By J. M. Higlasy (Seal)

STATE OF SOUTH CAROLINA,
Colleton County

Personally appeared before me Elizabeth Fowler and made oath that she saw the within named Henry M. Tuten sign, seal and as his act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that she, with J. M. Moorer witnessed the execution thereof.

SWORN to before me this 22nd day of April, 1914
J. M. Moorer (L. S.)
Notary Public of S. C.
(Seal affixed)

Elizabeth Fowler

STATE OF SOUTH CAROLINA,
Colleton County

RENUNCIATION OF DOWER

I, J. M. Moorer, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Jennie G. Tuten the wife of the within named Henry M. Tuten 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 J. M. Higley, his heirs and assigns, all her interest and estate, and also all her rights and claims of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 22nd day of April Anno Domini 1914.
J. M. Moorer Notary Public of S. C. (L. S.)
(Seal affixed)

Jennie G. Tuten

THE STATE OF SOUTH CAROLINA,
COUNTY OF ____ } ss.

I, _____ Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the 16th day of September 1914 at 1:30 o'clock P. M. and was duly recorded on this ____ day of ____ 19____ in the Deed Records of said County, in Volume ____ on pages ____

Given under my hand and seal of office on the day and year last above written.

_____ Clerk, County Court _____ County, S. C.

By _____ Deputy.

15-

88 (Texas) A. H. NICHMAN AND I. M. FISHBURNE TO J. W. HOLSEY Form P-O-D

Oil and Gas Mining Lease

AN AGREEMENT, entered into this 3rd day of May, 1944, between A. H. Nichman and I. M. Fishburne

lessor (whether one or more), of the post office of Walterboro, South Carolina, and J. W. Holsey, Lessee.

1. Lessor, in consideration of the sum of Fifty Three and 30/100 ------- Dollars ($ 53.30), in hand paid, and of the covenants and agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee, for the purpose of testing by any method for formations or structures and prospecting and drilling for, mining, and producing oil and gas, laying pipe lines, building tanks, storing oil and water resulting from operations hereunder, and building towers, stations, telephone lines and other structures (including houses for employees) thereon, to produce, save, take care of, treat, process and transport oil and gas, the following described land in Colleton County, Hampton County, South Carolina, to-wit:

All that tract of land situate in Colleton County, South Caroline, containing One Thousand Sixty Six (1066) acres, more or less, as delineated on a plat of J.N. Frank, Surveyor, dated April 1944, recorded in the Office of the Clerk of Court for said County, and bounded: North by the Buckhorn Road and lands formerly of Utsey, and of M. H. Miott; on the East by lands formerly of Lemacks; on the South by lands formerly of L. H. Koger, by estate of J. C. Craven, and lands formerly of Glover, and by V. Jones; and West by lands of Lott formerly of Burton Lumber Company, and of J. C. DeTreville. Being the same lands conveyed to A. H. Nichman and I. M. Fishburne by deed of R. D. Knight, dated 23 December 1942, recorded in Book 84, Page 10, in said office.

It is understood, however, anything in this lease to the contrary notwithstanding, that all marl, limestone and phosphate deposits on the said lands are excepted from the mining rights referred to herein, and that the lessors, their heirs and assigns, may mine the said marl, limestone and phosphate deposits so long as said mining does not materially interfere with the rights grented in this lease.

For Cancellation See Book 102 Page 236

It is the intention of the lessor and lessee that this lease shall also include, and there is hereby included and leased for the purposes and consideration herein stated, all the land owned and claimed by lessor adjacent or contiguous to the land above described, whether in the same or different surveys. For the purpose of determining the amount of any money payment hereunder said premises shall be treated as containing ..... acres, whether there be more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten years from this date (hereinafter called "primary term") and as long thereafter as either gas or oil is produced from said land hereunder.

3. The royalties reserved by lessor, and which shall be paid by lessee, are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected; however, lessee may from time to time purchase such royalty oil, paying therefor the market price at the wells currently prevailing on the day it is run into the pipe line or storage tanks; lessor's interest in either case shall bear its proportion of any expense of treating unmerchantable oil to render it merchantable as crude; and (b) on gas (including casing-head gas) produced from said land and sold or used off the land or in the manufacture of gasoline or other product, the market value at the wells of one-eighth of the gas so sold or used, provided that if and when lessee shall sell gas (including casing-head gas) at the wells lessor's royalty thereon shall be one-eighth of the amount realized from such sales; during any period when, after a discovery of gas on said land, gas is not being sold on account of lack of a market, and is not being used off the land or in the manufacture of gasoline or other product, and there is no current production or operation on said land sufficient to keep this lease in force, lessee may pay as royalty Fifty Dollars ($50) per year for each shut-in gas well, and it will be considered that gas is being produced, within the meaning of paragraph 2 hereof, during any period for which such payment is made, and no rental shall more during any period covered by such a payment.

4. If drilling operations are not commenced on said land on or before one year from this date, this lease shall then terminate as to both parties, unless lessee shall pay or tender to lessor or to the credit of lessor in Farmers and Merchants Bank at Walterboro, South Carolina or any successor, the sum of Fifty Four and 30/100 Dollars ($ 53.30) (hereinafter called "rental"), which shall extend for 12 months the time within which drilling operations may be commenced. Thereafter, annually, in like manner, and upon like payments or tenders, the commencement of drilling operations may be further deferred for periods of 12 months, each during the primary term. The payments or tenders of rental may be made by the check or draft of lessees mailed or delivered to such bank or lessor (at post-office address last known to lessee) on or before such date for payment. Notwithstanding any change or division in the ownership of said land, the payment or tender of rental in the manner herein provided shall be binding on the heirs, successors and assigns of lessor. If the bank above-named (or any successor) should fail or refuse to accept rental, or should cease to transact banking business without having a successor, lessee shall have thirty (30) days after lessor shall have delivered to lessee a proper recordable instrument designating a substitute bank (and its successors) as agent to receive rentals, within which to make payment or tender of any rental or rentals tendered but not accepted or whose normal date for payment shall fall before the end of said thirty (30) day period. Lessor shall advise lessee, by notice in writing, whenever the bank heretofore authorized to receive rentals shall be succeeded by another bank, and lessee shall have thirty (30) days after receipt of such notice, within which to make payment or tender of any rental or rentals whose normal date for payment shall fall before the end of said thirty (30) day period. All provisions applicable to the bank above-named (and its successors) shall apply to a substitute bank and its successors. For the purposes of this lease, a bank is successor to another bank if the former bank shall (directly or through the medium of one or more intervening banks) receive the deposits or continue the banking business of the latter bank. The above-named bank and any other bank authorized to receive rentals hereunder shall be lessee's agent. Drilling operations hereunder shall be commenced when the first material is placed on the ground.

5. If during the primary term and prior to the discovery of oil or gas on said land lessee should drill a dry hole thereon, this lease shall not be terminated thereby if lessee commences further drilling operations or commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following completion of the dry hole or, if there be no such rental paying date, commences further drilling operations before the expiration of the primary term. If after the discovery of oil or gas the production thereof should cease from any cause, this lease shall not be terminated thereby if lessee commences drilling or reworking operations within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following such cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as drilling or reworking operations (whether on the same well or on different wells successively) are continously prosecuted and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land hereunder. Such operations, after the expiration of the primary term, shall be deemed to be continuously prosecuted if not more than sixty days shall elapse between the completion of drilling or reworking operations on one well and the commencement of drilling or reworking operations on another well.

6. Lessee shall have the free use of oil, gas and water from said land, except water from lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be on the net quantity after deducting any so used for operations. If lessee shall operate the leased premises jointly with other premises by a central plant or plants using oil or gas as fuel, and there be available such fuel (oil or gas) from the leased premises, then lessee shall have the right to allocate to the leased premises, for deduction as free fuel, their pro rata share of the total oil or gas consumed in such plant or plants as fuel. If in its judgment advantageous, lessee may use in separate operation of the leased premises or in such central plant fuel not available from the leased premises, or power, and charge its cost (or the proper pro rata portion thereof) against the production from the leased premises, but in no event may it charge more than the value (or the proper pro rata portion thereof) of that equivalent amount of fuel from the leased premises which would have been used in the same operations, had fuel from the leased premises been employed therefor. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth in cultivated land, and no well shall be drilled within two hundred feet of any residence or barn now on said land without lessee's consent. Lessee shall have the privilege, at the risk and expense of lessee, of making connection and using gas from any gas well on said land for stoves and inside lights in the principal dwelling on said land out of any surplus gas not needed for operations hereunder.

7. As used in this paragraph "mineral" means other than oil or gas. If, while this lease remains in force, any mineral shall be discovered in said land in commercial quantities lessee, at lessee's option, shall have the exclusive right to mine the same with all incidental rights, including that of ingress and egress, so long as such mineral shall be produced in commercial quantities, and shall pay lessor a royalty in kind or value at the mine at lessee's election of one-eighth of all mineral so mined, except that the royalty on potassium and sodium salts and related compounds shall be one-twentieth of their value at the mine on all mined and marketed, and except that the royalty on sulphur shall be fifty cents per long ton (2240 lbs.) on all mined and marketed. Production in commercial quantities of any mineral shall keep this lease in force the same as so oil and gas and all minerals, and such production shall eliminate rental just as would production of oil or gas. In the event of the discovery of any mineral in substantial quantities which lessee deems to be probably commercial, then, notwithstanding any provision of this lease under which it might sooner terminate, lessee shall be allowed three years after such discovery or after the cessation of the production, if any, of oil or gas, whichever event happens last, within which to determine the extent of the deposit of such mineral and, if such deposit shall be in commercial quantities, to begin commercial production of such mineral. The commercial production of mineral, begun during such three year period but after the primary term, shall have the same effects as though commenced during the primary term. Nothing contained in this paragraph is intended or shall be construed to shorten the primary term or to terminate this lease sooner than it would otherwise terminate.

8. The rights of either party hereunder may be assigned in whole or in part. Any assignment in part is meant an assignment as to only part of said land, or an assignment as only a certain mineral or minerals, or an assignment as to only a certain mineral or minerals in part of said land. The provisions hereof shall extend to their heirs, successors and assigns of the parties hereto, but no change or division in the ownership of the lands, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights and privileges of lessee; offsetting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises, nor shall separate measurement of the production of any particular well or wells on the leased premises be in any event obligatory. No change or division in the ownership of the lands, rentals or royalties shall be binding on lessee for any purpose until lessee shall be furnished with satisfactory written evidence thereof, including the muniments of title or certified copies thereof. Should lessee assign this lease in whole or in part, lessor shall look solely to the assignee for the performance of its terms, or (if the assignment was in part) for the performance of such terms as to the acreage covered by the assignment, but only as to the mineral or minerals specified therein, if the assignment was limited to a certain mineral or minerals. If this lease is assigned in its entirety as to only part of the acreage, the rights and option to pay rentals is apportioned as between the several leasehold owners ratably, according to the surface area of each, and failure by one or more of them to pay his share or

Jos Assignment see Assn. Book Page 17

shares of the rentals shall not affect the validity of the lease on the part of the land upon which pro rata rentals are paid or tendered. Drilling or production on any portion of the leased premises shall (so far as concerns the continuance of this lease) inure to the benefit of the owners of the lease upon all portions of the leased premises. Lessee may at any time, and from time to time, execute and deliver to lessor or place of record a release covering all or any portion or portions of the leased premises as to all or any specified mineral or minerals, and thereupon shall be relieved of all obligations as to the acreage surrendered, or as to that acreage as to only the particular mineral or minerals specified, as the case may be. After a release of this lease in its entirety as to only part of the acreage, the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by such release.

9. If there are, or if hereafter there shall be, two or more persons each of whom shall be entitled to receive a royalty of less than 1/8 of the total production, all such persons shall, by sufficient written instrument, designate some agent to receive payment for all of them, and lessee shall not be required to make payment to such persons, or any of them, until such instrument is furnished. However, in lieu of all such persons appointing the same agent, such persons may form themselves into different groups, those in each group appointing an agent to receive payment for only those in that group, provided that no group shall in the aggregate own a royalty of less than 1/8 of the total production.

10. This lease shall never be forfeited, cancelled or terminated for failure by lessee to perform in whole or in part any of its implied obligations, nor while oil or gas is being produced in paying quantities for any cause whatsoever, unless there shall first be a final judicial ascertainment that such obligation or cause exists and that lessee is in default. Upon such final determination, lessee is hereby given a reasonable time thereafter to comply with such obligation, or at lessee's election, to surrender the lease, with the option of reserving, under the terms of this lease, each producing well or well that is being drilled or reworked and ten acres surrounding it to be selected by lessee.

11. In case of suit, adverse claim, dispute or question as to the ownership of the rentals or royalties (or some part thereof) payable under this lease, lessee shall not be held in default of payment of such rentals or royalties (or the part thereof in doubt) until such suit, claim, dispute or question has been finally disposed of, and lessee shall have thirty (30) days after being furnished with the original instrument or instruments disposing of such suit, claim, or dispute (or a certified copy or copies thereof), or after being furnished with proof sufficient, in lessee's opinion, to settle such question, within which to make payment. Should the right or interest of lessee hereunder be disputed by lessor, or any other person, the time covered by the pendency of such dispute shall not be counted against lessee either as affecting the term of the lease or for any other purpose, and lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

12. When drilling or other operations are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or as a result of some order, requisition or necessity of the government, or as the result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding. Non-compliance, delay in compliance or incomplete compliance by lessee with any provision of this lease caused by lessee's obeying or performing any statute, regulation, rule or order enacted or issued for the conservation of oil and/or gas or the prevention of the waste of oil and/or gas shall not be considered a default on lessee's part and shall not render lessee liable to lessor for any loss, damage or injury suffered or sustained by lessor on account thereof. Should production temporarily cease on said land on account of a shutdown ordered by any public authority, this lease shall not terminate on that account but, on the contrary, it will be considered that oil and/or gas was produced from said land continuously during such shutdown, within the meaning of paragraph 2 hereof.

13. Lessee hereby warrants and agrees to defend the title to said land and agrees that lessee, at lessee's option, (but without any duty to do so), may pay and discharge in whole or in part any taxes, mortgages, or other liens upon said land or any part thereof, and in that event lessee shall be subrogated to such lien, with full right to enforce the same, and in addition thereto may retain for the satisfaction of such lien and interest all royalties or rentals accruing hereunder. The lessor shall pay directly, or reimburse lessee for, such proportion of any production and/or severance taxes, upon or measured by the total production or its value, as the royalty interest bears to the total interest. Without any impairment of lessee's rights under lessee's warranty of title it is agreed that if lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

IN WITNESS WHEREOF this instrument is executed on the date above written.

(L.S.)

J. M. Fishburne (Seal)

Witnesses: A. H. Wichman (SEAL)

Katharine Door

J. M. Moorer By J. M. Mobley (SEAL)

STATE OF SOUTH CAROLINA,
Colleton County

Personally appeared before me Katharine Door

and made oath that she saw the within named A. H. Wichman and J. M. Fishburne

sign, seal and as their act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that she, with

J. M. Moorer witnessed the

execution thereof.

SWORN to before me this 3rd day of May 194 4.

J. M. Moorer (L. S.)
Notary Public of S. C.

(Seal affixed)

Katharine Door

STATE OF SOUTH CAROLINA,
Colleton County

RENUNCIATION OF DOWER

I, J. M. Moorer, a Notary Public for South Carolina do hereby certify

unto all whom it may concern, that Mrs. Jennie M. Wichman, the wife of the within named A. H. Wichman, and

the wife of the within named J. M. Fishburne Gladys M. Fishburne

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 J. M. Mobley, his

heirs

and assigns, all her interest and estate, and also all her rights and claims 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 May Anno Domini 194 4.

J. M. Moorer (L. S.)
Notary Public of S. C.

(Seal affixed)

Jennie M. Wichman

Gladys M. Fishburne

THE STATE OF SOUTH CAROLINA,
COUNTY OF) ss.

I, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the 10th day of September 19 44 at 1130 o'clock P. M. and was duly recorded on this day of 19 in the Deed Records of said County, in Volume on pages

Given under my hand and seal of office on the day and year last above written.

Clerk, County Court County, S. C.

By
Deputy.

KNOW ALL MEN BY THESE PRESENTS, That I, J. W. Holsey, husband of Lete Holsey, of the post office of Box 2, Cayuga, State of Texas, hereinafter called transferrer, for and in consideration of One and No/100 ($1.00) Dollar cash in hand, and other good and valuable considerations, receipt of which is hereby acknowledged, paid by The Texas Company, a corporation of Delaware, do hereby sell, transfer and assign unto said The Texas Company, hereinafter called the Company, its successors and assigns, the following described oil, gas and mineral leases and all my rights thereunder:

1. That certain oil and gas mining lease dated May 3, 1944, executed by A. H. Wichman and I. M. Fishburne in favor of J. W. Holsey, Lessee, the execution of which was proved by Katherine Doar, one of the subscribing witnesses, before J. M. Moorer, Notary Public for South Carolina, on May 3, 1944, covering and bearing upon the following described land situated in Colleton County, South Caroline, to wit:

> All that tract of land situate in Colleton County, South Carolina, containing One Thousand Sixty-Six (1066) acres, more or less, as delineated on a plat of J. M. Frank, Surveyor, dated 10 April 1944, recorded in the Office of the Clerk of Court for said County, and bounded: North by the Buckhorn Road and lands formerly of Otsey, and of A. H. Hiott; on the East by lands formerly of Lemacks; on the South by lands formerly of L. H. Koger, by estate of J. C. Craven, and lands formerly of Glover and by V. J nes; and West by lands of Lott formerly of Burton Lumber Company, and of J. C. Detreville.
>
> being the same lands conveyed to A. H. Wichman and I. M. Fishburne by deed of R. D. Knight, dated 23 December 1942, recorded in Book 84, Page 10, in said office.
>
> It is understood, however, anything in this lease to the contrary notwithstanding, that all marl, limestone and phosphate deposits on the said lands are excepted from the mining rights referred to herein, and that the lessors, their heirs and assigns, may mine the said marl, limestone and phosphate deposits so long as said mining does not materially interfere with the rights granted in this lease.
>
> All of the above described land contains 1066 acres, more or less.

2. That certain oil and gas mining lease dated May 3, 1944, executed by Jennie M. Wichman, Caroline W. Klein, and Lucile A. Finger by Caroline W. Klein as her attorney in Fact under Power of Attorney, dated June 10, 1939, recorded in Book 77, Page 160 in the Office of the Clerk of Court for Colleton County, South Carolina, in favor of J. W. Holsey, Lessee, the executuon of which was proved by A.H. Wichman, one of the subscribing witnesses, before J.M. Moorer, Notary Public for South Carolina, on May 3, 1944, covering and bearing upon the following described land situated in Colleton County, South Caroline , to wit:

> All that tract of land situate in Blake Township, Colleton County, South Carolina, aggregating Eleven Hundred Six (1106) acres, more or less, and bounded now or formerly as follows: Northwest and North by lan s of J. Gaillard, Tom Jenkins, C.H. Bennett, L. Moultrie, Manu Wright, Lizzie Ford, Cain Jenkins; East by lands of Mrs. Caleb Seule, Henry Saylor, Bill Green, Siegers, J. Fraser; South by lan s of Richard Green, S. Blue, Jim Fraser; and West by lands of John Campbell, D. Ancrum, B.Nix. Said tract being delineated on plat thereof by J. M. Frank, Surveyor, dated 30 September 1919, recorded in Plat Book 2, Page 7.
>
> It is understood, however, anything in this lease to the contrary notwithstanding, that all marl, limestone and phosphate deposits on the said lands are excepted from the mining rights referred to herein, and that the lessors, their heirs and assigns, may mine the said marl, limestone and phosphate deposits so long as said mining does not materially interfere with the rights granted in this lease.

3. That certain oil and gas mining lease dated April 26, 1944, executed by W. C. Pearcy in favor of J. W. Holsey, Lessee, the execution of which was proved by Elizabeth Fowler, one of the subscribing witnesses, before J. M. Moorer, Notary Public for South Carolina, on April 26, 1944, covering and bearing upon the following described land situated in Colleton County, South Carolina, to wit:

> All those tracts of land situate in Colleton County, South Carolina, aggregating Thirteen Hundred Eighty-Five (1385) acres, more or less, being lands conveyed to W. C. Pearcy by deeds dated and recorded in the Office of the Clerk of Court for said County as follows, to wit: E. S. Benton to W. C. Pearcy, 3d May 1928, Book 61, Page 308 C. G. Padgett et al to W. C. Pearcy, 31 May 1943, Book 84, Page 548 W. W. Ackerman to W. C. Pearcy, 24 February 1943, Book 84, Page 297.
>
> Reference is here made to the record of said deeds for more particular descriptions.

TO HAVE AND TO HOLD all and singular the said leases and all the rights, title and interest of the said transferrer thereunder, unto the said The Texas Company, its successors and assigns forever.

For the same consideration the transferrer covenants with the Company that said leases are valid and subsisting and that all rentals and royalties due and payable thereunder have been duly paid; and transferrer further covenants to warrant and defend the title to said leaseholds and mineral right in the land purported to be covered thereby against every person lawfully claiming or to claim the same or any part thereof and the above covenants and the warranty shall be binding on the heirs, successors or assigns of transferrer.

The Company shall have the right at any time, and from time to time, at its election to surrender or abandon said leases or any of them in whole or in part without liability of any kind whatsoever, and in case of such surrender or abandonment it may release the same and the Company, its successors or assigns shall never at any time be obliged against its wish or option to drill or otherwise carry on operations under any lease.

IN WITNESS WHEREOF this instrument is signed, sealed and delivered in the presence of the undersigned witnesses on this the 19 day of May, 1944.

WITNESSES:

Elizabeth Fowler
J. M. Moorer

J. W. Holsey (SEAL)

THE TEXAS COMPANY
BY S. C. Stewart

THE STATE OF SOUTH CAROLINA

COLLETON COUNTY.

Personally appeared before me Elizabeth Fowler and made oath that she saw the within named J. W. Holsey sign, seal, and as his act and deed, deliver the within written instrument; and that she with J. M. Moorer witnessed the execution thereof.

Elizabeth Fowler

SWORN to before me, this 29th day of May A.D., 1944.

J. M. Moorer
Notary Public for S. C.
(Seal affixed)

THE STATE OF SOUTH CAROLINA

COLLETON COUNTY

I, J. M. Moorer, a Notary Public for South Carolina, do hereby certify unto all whom it may concer, that Mrs. Leta Holsey, the wife of the within named J. W. Holsey, did this day appear before me, and upon being privately andseparately 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 The Texas Company, its successors and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Leta Holsey

Given under my Hand and Seal, this 29th day of May A.D., 1944.

J. M. Moorer
Notary Public for South Carolina
(Seal affixed)

Recorded September 16, 1944 at 1:30 P.M.

KNOW ALL MEN BY THESE PRESENTS, That J. W. Holsey, of the post office of Box 2, Cayuga, State of Texas, hereinafter called transferrer (whether one or more), for and in consideration of TEN AND NO/100 -----Dollars, cash in hand paid by THE TEXAS COMPANY, a corporation of Delaware, does (do) hereby sell, transfer and assign unto said THE TEXAS COMPANY, hereinafter called the Company, the following described oil, gas and mineral lease (s): That certain Oil, Gas and Mineral lease executed by Henry M. Tuten, in favor or J. W. Holsey, dated April 22nd, 1944, before attesting witness, Elizabeth Fowler, and notarized by J. M. Moorer, Notary Public for South Carolina, bearing upon the following described land located in Colleton County, South Carolina, to-wit:

Tract No. 1: All that certain piece, parcel or tract of land situate, lying and being two miles Northwest of the town of Jacksonboro, near the Walterboro-Jacksonboro Public road in Fraser township, Colleton County, South Carolina and more particularly described as follows:

All that tract of land containing Six Hundred five and 3/4 (605.75) acres, and bounded North and West by lands of Bradleys, Hayne Hall Tract; East by lands of Bradleys Hart Tract; South by Bills place, according to a survey and plat of SAME by C. E. Dunant, Surveyor, of date November 7th and 8th, 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 Seule by deed of record in the Office of the Clerk of Court for Colleton County, in Deed Book 44, Page 854, by H. M. Jefferies, Master, by deed of record in the Office of the Clerk of Court in Deed Book 20, page 260, W. M. Seule and Mary Tuten by deed of recording in the Office of the Clerk of Court in book 44, Page 856, and by O. P. Seule by Deed of record in the Office of the Clerk of Court for Colleton County in book 44, page 855.

ALSO, Tract No. 2: All that tract of land situate in Fraser School District, Colleton County, South Carolina, known as the Hayne Hall Tract, containing Eight Hundred Nineteen and five-tenths (819.5) acres, more or less, and bounded now or formerly as follows: Northwest by the burnt Church lot and by the Parkers Ferry Road; Northeast by lands of Garvin; East by lands of F. S. and A. S. Bradley, known as the Hart tract; by lands of H. M. Tuten, next below described, and by lands of Reynolds, and by lands of J. M. Padgett; Southwest by lands of J. M. Padgett and by the Jacksonboro Road from Cottageville; and by a triangular shaped piece of land containing 9½ acres said to be originally a part of the Hayne Hall Tract.

Said lands being delineated on plat thereof by Harry M. Fripp, Surveyor, dated 21 August 1943, with said triangular strip defined thereon in red lines by said surveyor by addenda dated 18 January 1944. EXCLUDING therefrom, however, an interior burial lot of ___ acres, conveyed by Bradley Lumber and Manufacturing Company to Frank B. Hayne by deed dated 2 March 1928 and recorded in Book 61 Page 301 in the Office of the Clerk of Court for Colleton County.

Reference is here had to the records of said deeds for a more particular description.

Tract No. 3: All that tract of land situate in Fraser School District, Colleton County, South Carolina, containing Two Hundred Fifty (250) acres, more or less, bounded North by lands of Estate of J. A. Tuten, formerly part of same tract; East by Buzzard Roost Avenue and lands of Holmes, Wesley Green, et al; South by State Highway #32; West by lands of Lightsey Brothers, formerly of Bradley, being land set off to H. M. Tuten in partition in Kind between him and J. A. Tuten.

All of thenbove described land contains 1675.25 acres of land, more or less.

For the same consideration, transferrer covenants with the Company that said lease (or leases) is valid and subsisting and that all rentals and royalties due or payable thereunder have been duly paid; and transferrer further covenants to warrant and defend the title to said leasehold (s) and mineral rights in the land purported to be covered thereby against every person lawfully claiming or to claim the same or any part thereof, and the above covenants and the warranty shall be binding on the heirs, successors or assigns of transferrer.

The Company shall have the right at any time, and from time to time, at its election to surrender or abandon said lease or leases or any of them, in whole or in part, without liability of any kind whatsoever and in case of such surrender or abandonment it may release the same, and the Company, its successors or assigns, shall never at any time be obligated against its wish or option to drill or otherwise carry on operations under any lease.

IN WITNESS WHEREOF, this instrument is signed on this 26th day of April, 1944.

Witnesses:
Elizabeth Fowler
J. M. Moorer

J. W. Holsey (SEAL)

THE TEXAS COMPANY
BY R. C. Stewart

THE STATE OF SOUTH CAROLINA

COLLETON COUNTY

Personally appeared beforeme Elizabeth Fowler and made oath that she saw the within named J.W. Holsey sign, seal and as his act and deed, deliver thewithin wirtten Assignment; and that she with J. M. Moorer witnessed the execution thereof,

Elizabeth Fowler

SWORN to before me, htis 26th day of April, A.D. 1944.
J. M. Moorer
Notary Public for South Carolina
(Seal affixed)

THE STATE OF SOUTH CAROLINA
COLLETON COUNTY

RENUNCIATION OF DOWER

I, J. M. Moorer, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Lata Holsey, the wife of the within named J. W. Holsey, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, volunterily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release, and forever relinquish unto the within named The Texas Company, its successors and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

20

Lets Holsey

Given under my Hand and Seal, this 20th day of April Anno Domini 1944.

J. M. Moorer
Notary Public for South Carolina
(Seal affixed)

Recorded September 18, 1944 at 1:30 P.M.

. . . . . .

KNOW ALL MEN BY THESE PRESENTS, That J. W. Holsey of the post office of Box 2, Cayuga, State of Texas, hereinafter called transferrer (whether one or more), for and in consideration of TEN and No/100 ----Dollars, cash in hand paid by THE TEXAS COMPANY, a corporation of Delaware, does (do) hereby sell, transfer and assign unto said THE TEXAS COMPANY, hereinafter called the Company, the following described oil, gas and mineral lease(s):

That certain Oil, gas and Mineral Lease executed by M. A. Freeman, a widower, in favor of J.W. Holsey, dated April 12, 1944, before attesting witness, Elizabeth Padgett, and notarized by Hugh D. Hanna, Notary Public for South Carolina, bearing upon the following described land in Colleton and Hamp on Counties, South Carolina, to-wit:

TRACT NO. 1 OF 428½ ACRES. This tract was conveyed to me by Mrs. Elizabeth M. Kuntz as Guardian for W.H. Kuntz, Jr. Margaret Elizabeth Kuntz, and John C. Kuntz by her deed dated January 2w, 1934 and recorded in the office of the Clerk of Court for Hampton County, South Carolina, on September 11, 1934 in Deed Book 33-D, pages 224 and 226. This tract contains Four Hundred Twenty-eight and one-half (428½) acres, more or less.

TRACT NO. 2 OF 83 ACRES. This tract was conveyed to me by Mary Spunks by her deed dated October 15, 1929 and recorded in the office of the Clerk of Court for Hampton County, South Carolina, on October 16, 1929 in Deed Book 31-D, page 293. This tract contains Eighty-three (83) acres, more or less.

TRACT NO. 3 OF 83 ACRES. This tract was conveyed to me by J. J. Grabham, Judge of Probate, by his deed dated January 6, 1930 and recorded in the office of the Clerk of Court for Hampton County, South Carolina, on January 11, 1930 in Deed Book 29-D, pa e 460. This tract contains Eighty-three (83) acres, more or less.

TRACT NO. 4 OF 189½ ACRES. This tract was conveyed to me by Mrs. S. C. Hiers by her deed dated September, ____, 1932, and recorded in the office of the Clerk of Court for Hampton County, South Carolina, on October 8, 1932 in Deed Book 32-D, page 261. This tract contains One Hundred Eighty-nine and one-half (189½) acres, more or less.

TRACT NO. 5 OF 103 1/3 ACRES. This tract was conveyed to me by Beatrice Gwendolene Kearse, while Frank Kearse, and W. A. Kearse, as Guardian for William Rhymer Kearse, and John Perry Gray Kearse by their deed dated February 12, 1927, and recorded in the office of the Clerk of Court for Hampton County, South Carolina, on February 12, 1927 in Deed Book 29-D, page 176. This tract contains One Hundred Three and one-third (103 1/3) acres, more or less.

TRACT NO. 6 OF 63 3/4 ACRES. This tract was conveyed to me by Mrs. Barbarie Stanley, alecta Stanley Smith, Genevieve Stanley Tuten, Mary Ruth Stanley, Billie L. Stanley, a bachelor, all Heirs at Law of W.J. Stanley by their deed dated September 4, 1941 and recorded in the office of the Clerk of Court for Hampton County, South Carolina, on January 5, 1942 in Deed Book 37-D, page 29. This tract contains Sixty-three and three-fourths (63 3/4) acres, more or less.

TRACT NO. 7 OF 7d ACRES. This tract was conveyed to me by The First Carolina Joint Stock Land Bank of Columbia by its deed dated March 7, 1942, and recorded in the office of the Clerk of Court for Hampton County, South Carolina, on March 12, 1942 in Deed Book 37-D, page 246. This tract contains Seventy-eight (7d) acres, more or less.

TRACT NO. 8 OF 90 ACRES. This tract was conveyed to me by Elizabeth M. Kuntz, as Administratrix of the estates of W. H. Kuntz, deceased, and W. S. Kuntz, deceased. Elizabeth M. Kuntz, as Guardian of W.H. Kuntz, Jr., Margaret Elizabeth Kuntz and John C. Kuntz, Minors. Elizabeth M. Kuntz, Individually by her deed dated November 12, 1937 and recorded in the office of the Clerk of Court for Hampton County, South Carolina, on November 29, 1937 in Deed Book 35-D, page 10. This tract contains Ninety (90) acres, more or less.

TRACT NO. 9 OF 100 ACRES. This tract was conveyed to me by Mrs. Minnie Altman by her deed dated April 21, 1943 and recorded in the office of the Clerk of Court for Hampton County, South Carolina on April 28, 1943 in Deed Book 37-D, page 659. This tract contains One Hundred (100) acres, more or less.

TRACT NO. 10 OF 60 ACRES. This tract was conveyed to me by B. T. DeLoach, as Clerk of Court by his deed dated December 22, 1943 and recorded in the office of the Clerk of Court for Hampton County, South Carolina on December 28, 1943 in Deed Book 38-D, page 116. This tract contains Sixty (60) acres, more or less.

The following described tracts of land situate, lying and being in Colleton County South Carolina:

TRACT OF THREE THOUSAND THREE HUNDRED (3300) ACRES, MORE OR LESS, and bounded; On the North by Highway #63, east by run of Rice Patch Branch, South by Salkehatchie River, and West by lands of Harry Murdaugh. This is now one tract of land. It was conveyed to me by numerous grantors as follows: Robert I. Johnson by deed dated October 2, 1929 and recorded October 14, 1929 in 63-D, page 366; also the three Hundred (300) acre tract deeded to Aureola Freeman by I. A. Smoak, Probate Judge by deed dated December 7, 1932 and recorded Dece ber 17, 1932 in 67-D, page 222. This was property conveyed to me by the heirs at law of Aureola Freeman by various deeds recently recorded in 66-D, pages 76, 78, 203, 204, 205, 231, 232 and other deeds of record in said office; Elizabeth M. Kuntz, Individua ly and as Guardian by deed dated June 23, 1934 and recorded September 13, 1934 in book 69-D, page 169; A. M. Pollum by deed dated December 20, 1934 and recorded December 31, 1934, in 69-D, page 370; A. P.Wiggins by deed dated October 28, 1935 and R.corded October 31, 1935 in 70-D, page 328 and also deed dated January 19, 1934 and recorded January 24, 1936 in 69-D. page 427; Emily Folk by deed dated April 4, 1935 and recorded April 12, 1936 in 70-D, page 1; Minh Snleeth by deed ated April 4, 1935 and recorded June 7, 1936 in

70-D, page 119; John Hancock Mutual Life Insurance Company by deed dated January 17, 1935 and recorded February 8, 1936 in 69-D, page 461; Sally Wiggins by deed dated January 16, 1936 and recorded January 24, 1936 in 69-D, page 428; J. M. Wiggins, et al, by deed dated January 16, 1936 and recorded January 16, 1936 in 69-D, page 408; I. A. Smoak, Probate Judge, by deed dated June 4, 1936 and recorded June 10, 1936 in 71-D, page 239; Dunc Padgett by deed dated June 8, 1936 and recorded June 10, 1936 in 71-D, page 241; Mrs. Annie Murdaugh, et al, by deed dated May 17, 1937 and recorded June 7, 1937 in 74-D, page 37, also 75-D, page 111; Editha Murdaugh, et al, by deed dated February 16, 1938 and recorded April 6, 1938 in 75-D, page 261; I. A. Smoak, Probate Judge, by deed dated March 31, 1938 and recorded April 6, 1938 in 75-D, page 262; Coleman L. King, et al, by deed dated August 21, 1939 and recorded August 21, 1939 in 77-D, page 276; Sula Mills by deed dated August 14, 1940 and recorded August 14, 1940 in 78-D, page 183; J. M. Murdaugh by deed dated October 31, 1934 and recorded November 17, 1942 in 83-D, page 505; H. B. Christensen by deed dated February 10, 1943 and recorded April 16, 1943 in 84-D, page 236, and also deed recorded October 16, 1935 in 70-D, page 290.

TRACT OF TWO HUNDRED THREE ACRES (203) ACRES, MORE OR LESS. Consisting of Twenty (20) acre tract by deed from Annie Kahn recorded on October 3, 1939 in 77-D, page 398; Twelve (12) acres, from B. L. Rhodes, Sheriff, by deed recorded February 20, 1940 in 78-D, page 171; One Hundred Seventy-one (171) acres left from tracts conveyed to me by Lucas C. Padgett by deed recorded on April 24, 1929 in 30-D, page 269 and by deed from Woodward Lumber Company by deed recorded March 16, 1910 in 34-D, page 82.

Deeds to all tracts of land in Colleton County listed above are recorded in the office of the Clerk of Courtfor Colleton County, South Carolina.

This lease does not cover the One Hundred Twelve (112) acre Big Salkehatchie Lumber Company mill site as I am negotiating a sale for same. This tract is not described or included herein and is not covered by this lease, anything to the contrary not withstanding.

All of the above described land contains 478 acres of land, more or less.

For the same consideration, transferror covenants with the Company that said lease (or leases) is (are) valid and subsisting and that all rentals and royalties due or payable thereunder have been duly paid; and transferror further covenants to warrant and defend the title to said leasehold(s) and mineral rights in the land purported to be covered thereby against every person lawfully claiming or to claim the same or any part successors or assigns of transferror.

The Company shall have the right at any time, and from time to time, at its election to surrender or abandon said lease or leases or any of them, in whole or in part, without liability of any kind whatsoever and in case of such surrender or abandonment it may release the same, and the Company, its successors or assigns, shall never at any time be obligated against its wish or option to drill or otherwise carry on operations under any lease.

IN WITNESS WHEREOF, this instrument is signed on this 28th day of April, 1944.

Witnesses:
Elizabeth Fowler
J. M. Moorer

J. W. Holsey (SEAL)
THE TEXAS COMPANY
BY H. C. Stewart

THE STATE OF SOUTH CAROLINA
COLLETON COUNTY.

Personally appeared before me Elizabeth Fowler and made oath that she saw the within named J.W. Holsey sign, seal, and as his act and deed, deliver the within written Assignment; and that she with J. M. Moorer witnessed the execution thereof.

Elizabeth Fowler

SWORN to before me, this 28th day of April, A.D. 1944.

J. M. Moorer
Notary Public for South Carolina
(Seal affixed)

THE STATE OF SOUTH CAROLINA

COLLETON COUNTY

RENUNCIATION OF DOWER

I, J. M. Moorer, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Lota Holsey, the wife of the within named J. W. Holsey, 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 The Texas Company, its successors and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Lota Holsey

Given under my Hand and Seal, this 28th day of April Anno Domini 1944.

J. M. Moorer
Notary Public for South Carolina.
(Seal affixed)

Recorded September 18, 1944 at 1:30 P.M.

22

I, the undersigned Secretary of the Hayne Investment Company, a corporation, hereby certify the following is a true and correct copy of the Resolution passed by the Board of Directors of said Corporation on 10 day of June 1944, at which meeting more than a quorum was present.

RESOLVED, that the Corporation sell to Mrs. Louise B. Givens the following described tracts of land in consideration of the sum of Two thousand Two hundred and fifty and no/100 ($2,250.00) Dollars:

All that certain lot of land with the buildings thereon situate, lying and being in the Town of Walterboro, County of Colleton, State of South Carolina more particularly shown as follows on plat of J. L. Frank, Surveyor, dated June 10, 1944: bounded on the north by land of R. A.Easterling; on the east by lands of J. LeTreville, and Sims Glover formerly B. M. Jones; on the south by lot #b of above plat; and on the west by New Street; and being 121 feet south of the intersection of Washington and New Street, beginning at an iron pin thence S 87° 00' E one hundred feet (100') to an iron pin; thence S 4° 00' W one hundred and twenty-five feet (125') to an iron pipe; thence N 86° 30' W one hundred feet (100') to an iron pin in New Street; thence with New Street N 4° 00' E for one hundred and twenty four feet (124') to the point of beginning. This is the lot indicated as "A" on the above mentioned plat.

Also, all that certain lot of land situate, lying and being in the Town of Walterboro, County of Colleton, State of South Carolina, more particularly shown as follows on plat of J. L. Frank, Surveyor, dated June 10, 1944; Bounded on the north by lot "A" of the same plat; on the east by lands of Sims Glover, formerly B. M. Jones; on the south by lands of R. A. Easterling; on the west by New Street; and starting at an iron pin at the common corner of lots "A" and "B" on New Street eastward N 86° 30' W one hundred feet (100') to an iron pin; thence S 5° 15' W one hundred feet (100') to an iron pin; thence N 86° 30' W ninety-eight feet (98') to an iron pin in New Street; thence with New Street N 4° 00' E one hundred feet (100') to the point of beginning. This is the lot indicated as "B" on the above mentioned plat.

BE IT FURTHER RESOLVED, that the President, R. A. Easterling, is hereby authorized and directed to execute and deliver unto the said Louise B. Givens good and valid title upon receipt of said sum.

R. C. Easterling (L.S.)
Secretary of
Hayne Investment Company
(Seal affixed)

Recorded September 29, 1944 at 11 A.M.

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Sam Drayton

in the State aforesaid, in consideration of the sum of Seventy Five ($75.00) - - - - - - - - DOLLARS, to me in hand paid at and before the sealing of these presents by William Satterfield in the State aforesaid, 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 William Satterfield, his heirs and assigns:

All that lot of land in the town of Walterboro, County and State aforesaid, measuring on the Northern and Southern lines Fifty (50) feet; and measuring on the Eastern and Western lines Twenty-five (25) feet; and being bounded on the North and East by lands of E. ". Brynn; on the South by lot of Satterfield; and on the West by dirt road which leads from Route 17 (Coastal Highway Loop) to the Cottageville Road.

This being the same lot of land conveyed to me by deed of Louise Drayton, dated September 23rd, 1938 and recorded in the R. M. C. Office for Colleton "unty in Book 76 at page 284

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 William Satterfield, his Heirs 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 William Satterfield, his Heirs and Assigns, against me and my Heirs, and all other persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 28th day of September in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and ---- year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Nancy Padgett — Sam Drayton (L. S.)

Coallie Padgett — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $---- S.C. Stamps $----

Personally appeared before me Nancy Padgett and made oath that he saw the within named Sam Drayton sign, seal, and as his act and deed, deliver the within written Deed; and that S he with Coallie Padgett witnessed the execution thereof.

Sworn to before me, this 28th day of September 1944, A. D. 19--

Coallie Padgett (SEAL)
Notary Public for S. C.

Nancy Padgett

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, Coallie Padgett, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Maria Drayton the wife of the within named Sam Drayton 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 William Satterfield, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 28th day of September 1944, Anno Domini 19--

Coallie Padgett (SEAL)
Notary Public for S. C.

Maria Drayton

Recorded the above conveyance, this 29th day of October at 11 AM 1944, 19--

C. C. & R. M. C.

DEED

24

Nancy H. Minus To Almetta Page

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I nancy H. Minus of the City of Charlotte, North Carolina

for Seventy five ($75.00) - - - - - - DOLLARS

to me in hand paid at and before the sealing of these presents by Almetta Paget of Colleton County

in the State aforesaid, 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 Almetta Padget, her heirs and assigns forever.

All that certain piece, parcel or lot of land, lying and being situate on the west sz side of State Highway NO. 21, in the County of Colleton, State aforesaid, measuring and fronting 100 feet on said State Highway NO. 21, and extending back therefrom westwardly in parallel lines for a distance of 400 feet, and being designated as Lot NO 24, on said plat of the S Minus property, made for S. S. Minus by Preston Utt, Surveyor, dated December, 1942, and being bounded as follows, to wit: North by lot NO. 25 on said plat, this day conveyed to Leroy Moseley; East by said State Highway NO. 21, South by lot No 23, on said plat, this day conveyed to Oddie Walker, and West by other lands of the grantor herein, known as the S. Minus property.

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 Almetta Paget, her Heirs 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 Almetta Page, her Heirs and Assigns, against me and my Heirs, and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 19th day of February in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and 68th year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Vane Smith — Nancy H. Minus (L. S.)

James C. Hooks — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ S. C. Stamps $

Personally appeared before me Vann Smith and made oath that he saw the within named Nancy H. Minus sign, seal, and as her act and deed, deliver the within written Deed; and that he with James C. Hooks witnessed the execution thereof.

Sworn to before me, this 19th day of February 1944, A. D. 19

James C. Hooks (SEAL)
Notary Public for S. C.

Vane Smith

THE STATE OF SOUTH CAROLINA, Colleton County.

NO DOWER. RENUNCIATION OF DOWER

I, _____, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named _____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this _____ day of _____, Anno Domini 19____

_____ (SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 30th day of October at 2:30 PM 1944

CC&RMC

Mrs. Annie Dewitt To Leroy Williams

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Annie Dewitt

in the State aforesaid, in consideration of the sum of Five Hundred and NO/100- - - - - - - DOLLARS, to me in hand paid at and before the sealing of these presents by Leroy Williams in the State aforesaid, 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 Leroy Williams his heirs and assigns

All that piece, parcel or tract of land in the county and state aforesaid, measuring and containing eighteen acres, more or less, and bounded on the North by lands of Mrs. Annie Dewitt; on the East by lands of the Estate of F. B. Zeigler; on the South by lands of the Pilot Life Insurance Company and on the West by lands of T. L. Lott.

This being eighteen acres of the twenty-two acre tract of land conveyed by Daisy Bennett Westbury to Annie Dewitt by deed dated March 9, 1937, and recorded in Book 73, at page 263 in the Clerk of Courts Office for Colleton County.

TOGETHER with, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Leroy Williams, his Heirs and Assigns, forever.

AND I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Leroy Williams, his Heirs and Assigns, against me and my Heirs, and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 30th day of September in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Marguerite S. Kinard — Mrs. Annie Dewitt (L. S.)

O. H. Rhodes — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $ .55
S. C. Stamps $ 1.00

Personally appeared before me Marguerite S. Kinard and made oath that he saw the within named Mrs. Annie Dewitt sign, seal, and as her act and deed, deliver the within written Deed; and that he with O. H. Rhodes witnessed the execution thereof.

Sworn to before me this 30th day of Septem er 1944, A. D. 19

Osborne H. Rhodes. (SEAL)
Notary Public for S. C.

Marguerite S. Kinard

THE STATE OF SOUTH CAROLINA, Colleton County.

NO DOWER GRANTOR A WOMAN

RENUNCIATION OF DOWER

I, _____, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named _____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this _____ day of _____, Anno Domini 19____

_____ (SEAL)
Notary Public for S. C.

_____

Recorded the above conveyance, this 30th day of Sept at 11 A. M. 1944, 19

C. C. & R. M. C.

DEED

26

Lula V. Weeks To Tilda Bellinger

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

- - - - - - - - - - - - - -

In the State aforesaid Five Hundred ($500.00)- - - - - - - - - - - in consideration of the sum of DOLLARS, to me in hand paid at and before the sealing of these presents by Tilda Bellinger

In the State aforesaid County of Colleton 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 Tilda Bellinger, her heirs & assigns

All that piece, parcel or tract of land situate lying and being in Bethlemen School District, Colleton C. South Caroline, measuring and containing (2) Two acres more or less and bounded as follows, North by lands of Annie Haynes; East by lands of Ancil Fields South & West by Willie Fields, this being same tract conveyed to H. A. Adams by Lee Nesbit and from H. A. to H. G. Weeks,

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 Tilda Bellinger- - - - Heirs 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 Tilda Bellinger, her Heirs and Assigns, against me and DV Heirs, - - - - - - - lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 22 day of Sept in the year of our Lord one thousand nine hundred and 44 and in the one hundred and - - - year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

W. S. Bush — Lula V. Weeks (L. S.)

Russell Kinard — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $ .55
S.C Stamps $ 1.00

Personally appeared before me W. S. Bush and made oath that he saw the within named Lula V. Weeks sign, seal, and as her act and deed, deliver the within written Deed; and that he with Russell Kinard witnessed the execution thereof.

Sworn to before me, this 26th day of September 1944, A. D. 19

P. B. Thomas (SEAL)
Notary Public for S. C.

W. S. Bush

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I - a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. - the wife of the within named - did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this - - - - - - - - - - - - - - day of - - - - - - - - - - - - - - - - - - -

L. S. Mitchell To W. P. Givens

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, L. S. Mitchell

in the State aforesaid, in consideration of the sum of One Thousand and NO/100- - - - - - - - DOLLARS, to me in hand paid at and before the sealing of these presents by W. P. Givens

in the State aforesaid, 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 W. P. Givens, his Heirs and Assigns:

All that piece, parcel or tract of land, situate in Snipes School District, County of Colleton and State of South Carolina, on Hog Camp Bay, waters of Little Salkehatchie River, containing two hundred and seventy six (276) acres, more or less,(acreage not guaranteed), and bounded now or formerly, as follows: North by estate of Givens; East by lands of Givens and by lands of Ulmer; South by lands of Henry Drewdy, Henry Varn and others; West by lands of H. D. Breland and of Allie S. Benton, being same lands conveyed to J. B. Hudson by H. A. Brant by deed dated 9 November, 1897, recorded 31 December, 1906, in the office of Clerk of Court for Colleton County, S. C. in Book 29, page 157; the interest of W. B. Nettles having been conveyed to him by Forfeited Land Commission of Colleton County, S. C. by deed dated 27 September, 1941, recorded 12 March, 1942, in the office of Clerk of Court for Colleton County, S. C. in Book 82, page 158. being same lands conveyed to L. S. Mitchell by J. B. Hudson and W. B. Nettles by deed ated 16 March, 1942, recorded 17 March, 1942, in the office of Clerk of Court for Colleton County, S. C. in Book 82, page 428.

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 W. P. Givens, his Heirs 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 W. P. Givens, his Heirs and Assigns, against me and my Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 1st day of September in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

J. C. Lemacks — L. S. Mitchell (L. S.)

Myrtle A. Fripp — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $ 1.10
S. C. Stamps $ 4.00

Personally appeared before me Myrtle A. Fripp and made oath that She saw the within named L. S. Mitchell sign, seal, and as his act and deed, deliver the within written Deed; and that She with J. C. Lemacks witnessed the execution thereof.

Sworn to before me, this 1st day of September A. D. 19 44

J. C. Lemacks (SEAL)
(Seal affixed) Notary Public for S. C.

Myrtle A. Fripp

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, J. C. Lemacks, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Ruth B. Mitchell the wife of the within named L. S. Mitchell did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named W. P. Givens, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 1st day of September, Anno Domini 19 44.

J. C. Lemacks (SEAL)
(Seal affixed) Notary Public for S. C.

Ruth B. Mitchell

Recorded the above conveyance, this 30th day of September at 10 A.M. 1944

C. C. & R. M. C.

DEED

28

THE HAYNE INVESTMENT CO. TO LOUISE V. GIVENS

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

The Hayne Investment Company, Inc., a corporation organized and existing under the laws of the State of South Carolina, pursuant to resolution of the Board of Directors dated day of 1944,

in the State aforesaid Colleton County in consideration of the sum of Two thousand two hundred and fifty dollars and no/100 ($2,250.00) DOLLARS, to it in hand paid at and before the sealing of these presents by Louise V. Givens

in the State aforesaid County of Colleton 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 Louise V. Givens, her heirs and assigns forever

All that certain lot of land with the buildings thereon situate, lying and being in the Town of Walterboro, County of Colleton, State of South Carolina, more particularly shown as follows on plat of J. N. Frank, Surveyor, dated June 10, 1944: bounded on the north by lands of H. A. Easterling; on the east by lands of J. DeTreville, and Sims Glover formerly H. M. Jones; on the south by lot B as shown on above plat; and on the west by New Street; and being 121 feet south of the intersection of Washington and New Street; beginning at an iron pin thence S 87° 00' E one hundred feet (100'); to an iron pin; thence S 4° 00' W one hundred and twenty-five feet (125') to an iron pipe; thence N 86° 30' W one hundred (100') to an iron pin in New Street; thence with New Street N 4° 00' E for one hundred and twenty four feet (124') to the point of beginning. This is the lot indicated as "A" on the above mentioned plat.

Also, all that certain lot of land situate, lying and being in the Town of Walterboro, County of Colleton, State of South Carolina, more particularly shown as follows on plat of J. N. Frank, Surveyor, dated June 10, 1944; bounded on the north by lot "A" of the same plat; on the east by lands of Sims Glover, formerly H. M. Jones; on the south by lands of H. A. Easterling; on the west by New Street; and starting at an iron pin at the common corner of lots "A" and "B" on New Street eastward N 86° 30' W one hundred feet (100'), to an iron pin; thence S 8° 15' W one hundred feet (100') to an iron pin; thence N 86° 30' W ninety-eight feet (98') to an iron pin in New Street; thence with New Street N 4° 00' E one hundred feet (100') to the point of beginning. This is the lot indicated as "B" on the above mentioned plat.

Said plat to be recorded simultaneously herewith and made a part and parcel hereof.

TOGETHER with, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Louise V. Givens, her heirs and assigns forever

AND the said The Hayne Investment Company, Inc., does hereby bind itself and its successors to warrant and forever defend all and singular, the said Premises unto the said Louise V. Givens, her heirs and assigns

lawfully claiming, or to claim the same, or any part thereof. itself and its successors and all other persons whomsoever

WITNESS the Hand of the President and Seal of the Corporation this 10th day of June in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

R. L. Zeigler — THE HAYNE INVESTMENT COMPANY, INC. (L.S.)

B. B. Easterling — H. A. EASTERLING, PRESIDENT (L.S.)
(SEAL AFFIXED)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $2.75
S. C. Stamps $5.00

Personally appeared before me R. L. Zeigler and made oath that he saw the within named H. A. Easterling, President of the within named The Hayne Investment Co., Inc. sign, seal with the Corporate seal and as the Act and Deed of said Corporation, deliver the within written Deed, and that he with B. B. Easterling witnessed the execution thereof.

Sworn to before me, this 10th day of June A. D. 1944.

H. B. Goolsby (SEAL)
Notary Public for S. C.
(Seal affixed)

R. L. Zeigler

My commission expires at the pleasure of the Governor

RENUNCIATION OF DOWER

THE STATE OF SOUTH CAROLINA, Colleton County.

I, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of Anno Domini 19

Notary Public for S. C. (SEAL)

Recorded the above conveyance, this 29th day of September at 11 A. M. 1944

CC&R&C

MRS. S. N. IRIEL TO HUGO IRIEL

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Mrs. S. N. Iriel, widow of J. C. Iriel

in the State aforesaid, in consideration of the sum of Five and No/100 ($5.00) Dollars and love and affection DOLLARS, to me in hand paid at and before the sealing of these presents by Hugo Iriel

in the State aforesaid, 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 Hugo Iriel reserving unto Granor a life estate.

All my right, title and interest as an heir at law of J. C. Iriel deceased, in and to:

All that said piece, parcel or tract of land situate, lying and being in the County of Colleton and State of South Carolina, measuring and containing twenty-one (21) acres, more or less, and being bounded on the North by lands of Hugo Iriel, formerly Sarah M. Iriel; on the East by lands of Varn and a road; on the South by a forty (40) foot road reserved by R. M. Jefferies and W. J. McLeod, Jr. which separates this tract from the estate of D. M. Smoak and on the West by lands of R. M. Jefferies and W. J. McLeod, Jr.

being the identical tract of land conveyed by R. M. Jefferies and W. J. McLeod, Jr. to J.C. Iriel by deed dated the 4th day of February, 1938 recorded in the Office of the Clerk of Court for Colleton County, State of South Carolina in Book 7b at page 117.

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 Hugo Iriel, his Heirs and Assigns, forever.

AND I do hereby bind myself and my (reserving unto Grantor a life estate, Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Hugo Iriel, his Heirs and Assigns, against me and our Heirs, and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 29nd day of September in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Lydia Heaves — Mrs. S. N. Iriel (L.S.)

Isadore Hogealow — (L.S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ S.C. Stamps $

Personally appeared before me Lydia Heavns and made oath that She saw the within named Mrs. S. N. Iriel sign, seal, and as her act and deed, deliver the within written Deed; and that She with Isadore Hogealow witnessed the execution thereof.

Sworn to before me, this 29nd day of September, A. D. 19 44

Isadore Hogealow (SEAL)
Notary Public for S. C.

Lydia Heaves

THE STATE OF SOUTH CAROLINA, Colleton County.

GRANTOR A WOMAN — RENUNCIATION OF DOWER

I, _____, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named _____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this _____ day of _____, Anno Domini 19____

_____ (SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 29th day of September at 12 M., 19 44

C.C.&R.M.C.

MANLEY IRIEL, ET AL. TO HUGO IRIEL

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

We, Manley Iriel, Natalie I. Smoak, Alma I. Vorn, Ludlow Iriel, Edgar Iriel and Clifton Iriel, children and heirs at law of J. C. Iriel, deceased.

in the State aforesaid, in consideration of the sum of Four Hundred, Fifty and No/100 ($450.00) Dollars DOLLARS, to us in hand paid at and before the sealing of these presents by Hugo Iriel

in the State aforesaid, 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 Hugo Iriel, his heirs and assigns,

All our right, title and interest as heirs at law of J. C. Iriel, deceased, in and to:

All that said piece, parcel or tract of land situate, lying and being in the County of Colleton and State ofSouth Carolina, measuring and containing twenty-one (21) acres, more or less, and being bounded on the North by lands of Hugo Iriel, formerly Sarah H. Iriel; on the east by lands of Vorn and a road; on the South by a forty (40) foot road reserved by R. M. Jefferies and W. J. McLeod, Jr. which separates this tract from the estate of D. H. Smoak; and on the West by lands of R. M. Jefferies and W. J. McLeod, Jr.

being the identical tract of land conveyed by R. M. Jefferies and W.J. McLeod, Jr. to J. C. Iriel by deed dated the 6th day of February, 1938 recorded in the Office of the Clerk of Court for Colleton County, State of South Carolina in Book 76 at page 117.

The Grantors herein, the Grantee and Woody Iriel are the sole children of J. C.Iriel, deceased, and together with his widow, Mrs. S. H. Iriel, constitute his sole heirs at law.

STATE OF SOUTH CAROLINA
COLLETON COUNTY.

RENUNCIATION OF DOWER

I, G. L. Smoak, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Eula R. Iriel, the wife of the within named Edgar Iriel, 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 Hugo Iriel his Heirs and assigns, all her interest and estate, and also all her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 22nd day of September Anno Domini 1944.

G. L. Smoak (SEAL)
Notary Public for S.C.

Eula R. Iriel

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 Hugo Iriel, his Heirs and Assigns, forever.

AND we do hereby bind ourselves and our Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Hugo Iriel, his Heirs and Assigns, against us and our Heirs, and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS their Hands and Seals this ..... day of September in the year of our Lord one thousand nine hundred and forty-four and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

R. M. Smoak — Manley Iriel (SEAL) Ludlow Iriel (L.S.)

G. L. Smoak — Natalie I. Smoak (SEAL) Edgar Iriel (L.S.)

Alma I. Vorn (SEAL) Clifton Iriel (L.S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $0.55, S.C. Stamps $1.00

Personally appeared before me R. M. Smoak and made oath that he saw the within named Manley Iriel, Natalie I. Smoak, Alma I. Vorn, Ludlow Iriel, Edgar Iriel, Clifton Iriel sign, seal and as their act and deed, deliver the within written Deed; and that he with G. L. Smoak witnessed the execution thereof.

Sworn to before me, this ..... day of September, A. D. 1944
G. L. Smoak (SEAL)
Notary Public for S. C.

R. M. Smoak

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, G. L. Smoak, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Eunice R. Iriel the wife of the within named Ludlow Iriel 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 Hugo Iriel, his heirs and assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 22nd day of September, Anno Domini 1944.

G. L. Smoak (SEAL)
Notary Public for S. C.

Eunice R. Iriel

Recorded the above conveyance, this 23th day of September at 12 M., 1944

Recorded

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Elizabeth Varn

in the State aforesaid, in consideration of the sum of Five Hundred, Fifty and no/100 ($550.00) Dollars DOLLARS, to me in hand paid at and before the sealing of these presents by B. S. Benson in the State aforesaid, 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 B. S. Benson, his heirs and assigns,

All that certain, piece, parcel or lot of land situate in the Town of Walterboro, County of Colleton, State of South Carolina, composed of three (3) lots designated as lots nos. 20, 21 and 22 on plat of Varn Subdivision prepared by Harry M. Fripp, dated December 1941 and recorded in the office of the Clerk of Court for Colleton County in Plat Book number 3 at page 166; said lot measuring on the Northeast boundary 113.6 feet; on the Southeast boundary 209.2 feet; on the Southwest boundary 112.4 feet; and on the Northwest boundary 206.9 feet and being bounded as follows: On the Northeast by Elizabeth Avenue; On the Southeast by lot of Rosa F. Padgett, formerly B.H. Padgett; On the Southwest by Mayfield Terrace, now or formerly of L. O. Plancourne and J. B. Thompson; and on the Northwest by an unamed street.

Being a portion of that certain tract conveyed by Effie W. McTeer and J. C. McTeer, as executrix and executor of C. M. McTeer, deceased, to Elizabeth Varn by deed dated the 22nd day of April, 1937, recorded in the office of the Clerk of Court for Colleton County, South Carolina in Deed Book 73 at page 3867.

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 B. S. Benson, his Heirs and Assigns, forever.

AND I do hereby bind myself and my Heirs, XXXX

BERYL B. FISHBURNE TO HOWELL HARRISON

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Beryl B.Fishburne

in the State aforesaid County of Colleton in consideration of the sum of Fifty and no/100 ----- DOLLARS, to me in hand paid at and before the sealing of these presents by Howell Harrison

in the State aforesaid County of Colleton 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 Howell Harrison, his heirs and assigns

All that lot of land, situate in Verdier School District, County of Colleton, State of South Carolina, containing one-fourth (¼) acre, more or less, and bounded as follows: North by lot of Ollie Rhodes; East by Public Road leading from Hayles to Price Bridge, South by lands of Beryl B.Fishburne and West by lands of Beryl B. Fishburne. Said lot measuring on the North line 160 ft. and on the East 40 feet on the South line 160 ft and on the West line 40 feet.

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 Howell Harrison, his Heirs 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 Howell Harrison, his Heirs and Assigns, against me and my Heirs, and all other persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 27th day of March in the year of our Lord one thousand nine hundred and Forty-four and in the one hundred and Sixty-eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

P. W. Smith — Beryl B. Fishburne (L. S.)

C. P. Fishburne — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ S. C Stamps $

Personally appeared before me P. W. Smith and made oath that he saw the within named Beryl B. Fishburne sign, seal, and as her act and deed, deliver the within written Deed; and that he with C. P. Fishburne witnessed the execution thereof.

Sworn to before me, this 4th day of August A. D. 1944

L. S. Strickland (SEAL) Notary Public for S. C. (Seal affixed)

P. W. Smith

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, _____, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named _____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this _____ day of _____ Anno Domini 19__

_____ (SEAL) Notary Public for S. C.

Recorded the above conveyance, this 30th day of September at 9 A.M. in 44

C C & R. M. C.

DAVID LADSON TO PEARL AND LEE PRINGLE

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, David Ladson

in the State aforesaid, in consideration of the sum of One and no/100 --------- DOLLARS, to me in hand paid at and before the sealing of these presents by Pearl and Lee Pringle in the State aforesaid, 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 Pearl and Lee Pringle, their heirs and assigns

All that certain piece, parcel or lot of land situate, lying and being in Blake Township, Colleton County, South Carolina, near the Green Pond Colored School, measuring 794 ft. in length and ten feet wide, along the eastern boundry of my property, to be used as a road leading from the Public road to the property of the said Pearl and Lee Pringle.

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 Pearl and Lee Pringle, their Heirs 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 Pearl and Lee Pringle, their Heirs and Assigns, against ---- and my Heirs, and all other persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 23rd day of August in the year of our Lord one thousand nine hundred and Forty Four, and in the one hundred and ------- year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

B. Geo. Price — David Ladson (L. S.)

Edward J. Moultrie — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $ ____
S. C. Stamps $ ____

Personally appeared before me B. Geo Price and made oath that he saw the within named sign, seal, and as his act and deed, deliver the within written Deed; and that he with Edward J. Moultrie witnessed the execution thereof.

Sworn to before me, this 28th day of August, A. D. 1944

Harry Dandridge (SEAL)
(Seal affixed) Notary Public for S. C.

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, ____, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Carrie Ladson the wife of the within named David Ladson 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 Pearl and Lee Pringle Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 28th day of August, Anno Domini 1944

Harry Dandridge (SEAL) Notary Public for S. C.

Carrie Ladson

Recorded the above conveyance, this 2nd day of October at 1:30 P.M. 1944

C. C. & R. M. C.

DEEDS

84

IVINS BROWN ET AL TO PEARL AND LEE P INGLE

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

We, Ivins Brown, Mabel Brown and Eliza Lanier

In the State aforesaid, in consideration of the sum of One Hundred and no/100 ---------- DOLLARS, to us in hand paid at and before the sealing of these presents by Pearl and Lee Pringle

In the State aforesaid, 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 Pearl and Lee Pringle their heirs and assigns

All that certain piece, parcel or lot of land situate, lying and being in Blake Township, Colleton County, South Carolina, near the Green Pond colored school, Bounded as follows: North by lands of Joe Edwards, East by lands of Arthur and Amey Stewart formerly Ivins Brown, South by lands of David Ladson, West by lands of David Ladson and Joe Edwards, which all more fully appear on attached Plat made by W. Geo. Price, surveyor, August 22, 1944. Containing four acres more or less.

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 Pearl and Lee Pringle, their Heirs and Assigns, forever.

AND we do hereby bind ourselves and our Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Pearl and Lee Pringle,

Heirs and Assigns, against ----- and our Heirs, and all others persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS our Hand and Seal, this 23rd day of August in the year of our Lord one thousand nine hundred and Forty four and in the one hundred and ----- year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

W. Geo. Price — Ivania Brown (L.S.)

Edward J. Moultrie — Mabel Brown (L.S.)

Eliza Lanier

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ ---- S.C. Stamps $ ----

Personally appeared before me W. Geo. Price and made oath that he saw the within named Ivion Brown, Mabel Brown and Eliza Lanier sign, seal, and as her act and deed, deliver the within written Deed; and that he with Edward J. Moultrie witnessed the execution thereof.

Sworn to before me, this 24th day of August, A. D. 1944.

Jimmy Landrigan (Seal affixed) Notary Public for S. C. (SEAL)

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, ----- a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. ----- the wife of the within named ----- did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named ----- Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this ----- day of ----- Anno Domini 19---

(SEAL) Notary Public for S. C.

Recorded the above conveyance, this 2nd day of October at 1:30 P.M. in 44

C.C.& R.M.C.

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Annie Laurie L. Roberts, Heir at law of Hattie J. Liston, deceased,

in the State aforesaid, in consideration of the sum of Two Thousand, One Hundred and No/100 -------- DOLLARS, to me in hand paid at and before the sealing of these presents by J. D. Liston

in the State aforesaid, 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 J. D. Liston, his heirs and assigns

All of my right, title, interest and estate, the same being a one-half undivided interest therein, in and to:

Tract No. 1: All that piece, parcel or tract of land, situate in Warren Township, County of Colleton and State of South Carolina, containing one hundred and seventy eight (178) acres, more or less and bounded, now or formerly, as follows: North West by lands of John Hancock Mutual Life Insurance Company; North East by lands of John Hancock Mutual Life Insurance Company; by State Highway No. 65 and by lands of Estate Hattie J. Liston, hereinafter described as tract No. 2; South East by lands of estate Hattie J. Liston, hereinafter described as tract No. 2, and by lands of L. Thomas and of A.O. Connor; South West by lands of Dunlap; and on the West by the run of Brick House Branch; all of which will more fully appear by reference to a plat of said tract surveyed for J. D. Liston by J. W. Smyly, Surveyor, of date November 6, 1936, recorded July 20, 1940, in the office of Clerk of Court for Colleton County, S. C., in Plat Book 3, page 69.

Tract No. 2: All that piece, parcel or tract of land, situate in Warren Township, County of Colleton and State of South Carolina, containing forty four (44) acres, more or less, and bounded, now or formerly, as follows: North East by State Highway No. 65; South East by road separating same from lands of A.O. Connor; South West and North West by lands of Estate Hattie J. Liston, hereinabove described as tract No. 1; all of which will more fully appear by reference to a plat of said tract surveyed for J. D. Liston by Preston Ott, Surveyor, of date February 15, 1943, recorded 3 April, 1944, in the office of Clerk of Court for Colleton County, S. C. in Plat Book 3, page 154.

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 J. D. Liston, his Heirs 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 J. D. Liston, his Heirs and Assigns, against me and my Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 20th day of May in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Mary C. Brooks — Annie Laurie L. Roberts (L. S.)

Dorothy E. Roberds — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $2.75
S.C. Stamps $5.00

Personally appeared before me Mary C. Brooks and made oath that she saw the within named Annie Laurie L. Roberts sign, seal, and as her act and deed, deliver the within written Deed, and that she with Dorothy E. Roberds witnessed the execution thereof.

Sworn to before me, this 20th day of May A. D. 1944

R. L. Goodyear (SEAL)
Notary Public for S. C.

Mary C. Brooks

THE STATE OF SOUTH CAROLINA, Colleton County.

GRANTOR A WOMAN — RENUNCIATION OF DOWER

I, , a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of , Anno Domini 19

(SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 2nd day of October at 2 P.M., 19 44

C.C.&R.M.C.

DEEDS

36

M. S. FREEMAN TO FLORRIE CROSBY

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, M. S. Freeman

in the State aforesaid County of Hampton in consideration of the sum of Seven Hundred (700.00) Dollars DOLLARS, to me in hand paid at and before the sealing of these presents by Florrie Crosby

in the State aforesaid County of Colleton 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 Florrie Crosby, her heirs and assigns:

All that piece, parcel or tract of land, lying and being in Hill School District, Colleton County, South Carolina measuring and containing Twelve (12) acres, more or less, and bounded as follows: on the North by Estate of R. H. Crosby; East by E. F. Alnard and South and West by estate of J. W. Williams.

This being the tract of land deeded to M. S. Freeman by B. L. Rhodes, Sheriff, and Recorded in Book of Deeds 38 on page 171.

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 Florrie Crosby, her Heirs 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 Florrie Crosby, her Heirs and Assigns, against me and my Heirs, and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 12 day of October in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and Sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Hugh V. Hanna — M. S. Freeman (L. S.)
Elizabeth Padgett — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ Cancelled, S.C. Stamps $ 1.40

Personally appeared before me Elizabeth Padgett and made oath that he saw the within named M. S. Freeman sign, seal, and as his act and deed, deliver the within written Deed; and that she with Hugh V. Hanna witnessed the execution thereof.

Sworn to before me, this 12th day of October, A. D. 1944
Hugh V. Hanna (SEAL) Notary Public for S. C.

Elizabeth Padgett

THE STATE OF SOUTH CAROLINA, Colleton County. GRANTOR — WITHHELD

RENUNCIATION OF DOWER

I, _____, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named _____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this _____ day of _____ Anno Domini 19____

_____ (SEAL) Notary Public for S. C.

Recorded the above conveyance, this 20th day of October at 2 P.M., 1944

C.C.&R.M.C.

H. J. DuBois To Frank DuBois

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, H. J. DuBois

in the State aforesaid, in consideration of the sum of Ten Dollars DOLLARS, to me in hand paid at and before the sealing of these presents by Frank DuBois in the State aforesaid, 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 Frank DuBois, his heirs and assigns

All that tract of land in Broxton township, and more particularly described as follows, bounded on the North by the lands of the grantor, on the east by lands of the grantor on the South by the lands of Frank DuBois and on the West by the lands of the grantor and containing two (2) acres

TOGETHER with, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Frank DuBois, his Heirs 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 Frank DuBois, his Heirs and Assigns, against myself and my Heirs, and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 10th day of October in the year of our Lord one thousand nine hundred and thirty-eight, and in the one hundred and sixty-third year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

J. N. Frank Jr. — H. J. DuBois (L. S.)

Harry DuBois — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $ S. C. Stamps $

Personally appeared before me J. N. Frank Jr. and made oath that he saw the within named H. J. DuBois sign, seal, and as his act and deed, deliver the within written Deed; and that he with Harry DuBois witnessed the execution thereof.

Sworn to before me, this 10th day of October 1938, A. D. 19

J. N. Frank (SEAL)
Notary Public for S. C.

J. N. Frank Jr.

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, J. N. Frank, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Killen DuBois the wife of the within named H. J. DuBois 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 Frank D.Bois--------- Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 10th day of October 1938, Anno Domini 19

J. N. Frank (SEAL)
Notary Public for S. C.

Killen DuBois

Recorded the above conveyance, this 25th day of Sept at 11:15 A. M. 1964

C C & R M C

38

H. J. DuBois et al To Frank DuBois

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

we H. J. DuBois, Harry DuBois L. V. DuBois and Lilly Polk, heirs at law of A. B. DuBois

in the State aforesaid, in consideration of the sum of One Dollar and the consideration not exceeding one hundred dollars DOLLARS to us in hand paid at and before the sealing of these presents by Frank DuBois

in the State aforesaid, 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 Frank DuBois, his heirs and assigns

All that tract of land in Broxton township, and bounded on the north by lands of Gary Thompson and estate of M. J. Bailey, on the east by lands formerly of Joe Breland on the South by lands of Harry DuBois and on the west by the lands of O. D. Murdaugh and conteining forty (40) acres, more or less.

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 Frank DuBois, his Heirs and Assigns, forever.

AND we do hereby bind ourselves and our Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Frank DuBois, Heirs and Assigns, against ourselves and our Heirs, and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our Hands and Seals, this 10th day of October in the year of our Lord one thousand nine hundred and thirty eight, and in the one hundred and sixty third year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Norton DuBois

J. H. Frank, Jr.

his
L. V. xDuBois (L.S.) Harry DuBois (L.S.)

Lillie Polk (L.S.) H. J. DuBois (L.S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Pol. Stamps $_____
S. C. Stamps $_____

Personally appeared before me J. H. Frank, Jr and made oath that he saw the within named L. V. DuBois, Lillie Polk, Harry DuBois and H. J. DuBois sign, seal, and as their act and deed, deliver the within written Deed; and that he with Norton DuBois witnessed the execution thereof.

Sworn to before me, this 10th day of October A. D. 1938
J. H. Frank (SEAL)
Notary Public for S. C.

J. H. Frank, Jr.

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, J. H. Frank, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Ellen DuBois the wife of the within named H. J. DuBois 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 Frank DuBois, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 10th day of October Anno Domini 19 38

J. H. Frank (SEAL)
Notary Public for S. C.

Ellen DuBois

Recorded the above conveyance, this 29th day of September at 11:15 A.M. 1944

C.C.&R.M.C.

M (Texas) C. C. Hiott et al To J. E. Holsey Form P-O-D

Oil and Gas Mining Lease

AN AGREEMENT, entered into this 22nd day of June in 44, between C. C. Hiott and Florrie O. Hiott

lessor (whether one or more), of the town of Round, South Carolina, and J. E. Holsey Lessee.

1. Lessor, in consideration of the sum of One Hundred Fifty six and 60/100- - - Dollars ($ 156.00), in hand paid, and of the covenants and agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee, for the purpose of testing by any method for formations or structures and prospecting and drilling for, mining, and producing oil and gas, laying pipe lines, building tanks, storing oil and water resulting from operations hereunder, and building towers, stations, telephone lines and other structures (including houses for employees) thereon, to produce, save, take care of, treat, process and transport oil and gas, the following described land in Hampton County, South Carolina, to-wit:

All those tracts of land situate in Colleton County, South Carolina, aggregating 3092.00 acres, more or less, mentioned or described in title deeds to C. C. Hiott, dated and recorded in the office of the Clerk of Court said county as follows, (the acreage stated as to each tract of land being more or less and mentioned for the purpose of idnetifying the tract of land) to wit:

Grantor				
Mrs. M. A. Kitsell	6/1/06	26/431	per plat	60.
W. G. Hiott	7/7/11	32521	tract #2	75
W. G. Hiott	7/7/11	32/521	" #2	100.
W. G. Hiott	3/11/09	32/17	" #3	xxxxx
			#1	
W. G. Hiott et al	7/7/11	32/521	" Sanders Tract	75
Maggie A. Adams	5/27/14	40/135		97
A. J. Lemacks	3/31/16	42/303		50
Mary L. Raft, et al	6/25/19	49/422		100
J. H. Hiott.	2/14/23	54/179	Tract #1	579
			" #2	100
			" #3	97
			" #4	179 1/2
			" #5	850
			" #6	225
			" #7	186
			" #8	95
			" #9	100
Florence McKenzie 12/26/42 84/84 2				2
Mary L. Raft, et al	1/15/24	55/69/		21
Mike Warren et al	4/28/23	61/316		16
B. M. Willis	5/1/35	80/546		42
... A. Rhodes, Sheriff	11/12/37	75/243		5 3,092
Forfeited Land Commission	12/26/42	82/51		1

For Release See Deed Book 103 Page 526

It is the intention of the lessor and lessee that this lease shall also include, and there is hereby included and leased for the purposes and consideration herein stated, all the land owned and claimed by lessor adjacent or contiguous to the land above described, whether in the same or different surveys. For the purpose of determining the amount of any money payment hereunder said premises shall be treated as comprising ... acres, whether there be more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten years from this date (hereinafter called "primary term") and as long thereafter as either gas or oil is produced from said land hereunder.

3. The royalties reserved by lessor, and which shall be paid by lessee, are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected; however, lessee may from time to time purchase such royalty oil, paying therefor the market price at the wells currently prevailing on the day it is run into the pipe line or storage tanks; lessor's interest in either case shall bear its proportion of any expense of treating unmerchantable oil to render it merchantable as crude; and (b) on gas (including casing-head gas) produced from said land and sold or used off the land or in the manufacture of gasoline or other product, the market value at the wells of one-eighth of the gas so sold or used, provided that if and when lessee shall sell gas (including casing-head gas) at the wells lessee's royalty thereon shall be one-eighth of the amount realized from such sales; during any period when, after a discovery of gas on said land, gas is not being sold on account of lack of a market, and is not being used off the land or in the manufacture of gasoline or other product, and there is no current production or operation on said land sufficient to keep this lease in force, lessee may pay as royalty Fifty Dollars ($50) per year for each shut-in gas well, and it will be considered that gas is being produced, within the meaning of paragraph 2 hereof, during any period for which such payment is made, and no rental shall accrue during any period covered by such a payment.

4. If drilling operations are not commenced on said land on or before one year from this date, this lease shall then terminate as to both parties, unless lessee shall pay or tender to lessor or to the credit of lessor in Farmers and Merchants Bank Walterboro S. C. Bank at Walterboro, or any successor, the sum of One Hundred fifty six and 60/100- Dollars ($ 156.00) (hereinafter called "rental"), which shall extend for 12 months the time within which drilling operations may be commenced. Thereafter, annually, in like manner, and upon like payments or tenders, the commencement of drilling operations may be further deferred for periods of 12 months, each during the primary term. The payments or tenders of rental may be made by the check or draft of lessees mailed or delivered to said bank, or lessor (at post-office address last known to lessee) on or before each date for payment. Notwithstanding any change or division in the ownership of said land, the payment or tender of rental in the manner herein provided shall be binding on the heirs, successors and assigns of lessor. If the bank above-named (or any successor) should fail or refuse to accept rental, or should cease to transact banking business without having a successor, lessee shall have thirty (30) days after lessor shall have delivered to lessee a proper recordable instrument designating a substitute bank (and its successors) as agent to receive rentals, within which to make payment or tender of any rental or rentals rendered but not accepted or to have normal date for payment shall fall before the end of said thirty (30) day period, lessor shall advise lessee, by notice in writing, whereupon the bank hereinbefore authorized to receive rentals shall be succeeded by another bank, and lessee shall have thirty (30) days after receipt of such notice, within which to make payment or tender of any rental or rentals whose normal date for payment shall fall before the end of said thirty (30) day period. All provisions applicable to the bank above-named (and its successors) shall apply to a substitute bank and its successors. For the purposes of this lease, a bank is successor to another bank if the former bank shall (directly or through the mediums of one or more intervening banks) receive the deposits or continue the banking business of the latter bank. The above-named bank and any other bank authorized to receive rentals hereunder shall be lessor's agent. Drilling operations hereunder shall be deemed to be commenced when the first material is placed on the ground.

5. If during the primary term and prior to the discovery of oil or gas on said land lessee should drill a dry hole thereon, this lease shall not be terminated thereby if lessee commences further drilling operations or commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following completion of the dry hole or, if there be no such rental paying date, commences further drilling operations before the expiration of the primary term. If after the discovery of oil or gas the production thereof should cease from any cause, this lease shall not be terminated thereby if lessee commences drilling or reworking operations within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following such cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as drilling or reworking operations (whether on the same well or on different wells successively) are continuously prosecuted and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land hereunder. Such operations, after the expiration of the primary term, shall be deemed to be continuously prosecuted if not more than sixty days shall elapse between the completion of drilling or reworking operations on one well and the commencement of drilling or reworking operations on another well.

6. Lessee shall have the free use of oil, gas and water from said land, except water from lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be on the net quantity after deducting any so used for operations. If lessee shall operate the leased premises jointly with other premises by a central plant or plants using oil or gas as fuel, and there be available such fuel (oil or gas) from the leased premises, then lessee shall have the right to allocate to the leased premises, for deduction as free fuel, their pro rata share of the total oil or gas consumed in such plant or plants as fuel. If in its judgment advantageous, lessee may use on separate operation of the leased premises or in such central plant fuel not available from the leased premises, or power, and charge its cost (or the proper pro rata portion thereof) against the production from the leased premises, but in no event may it charge more than the value (on the proper pro rata portion thereof) of that equivalent amount of fuel from the leased premises which would have been used in the same operations, had fuel from the leased premises been employed therefor. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth in cultivated land, and no well shall be drilled within two hundred feet of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at the risk and expense of lessor, of making connection and using gas from any gas well on said land for stoves and inside lights in the principal dwelling on said land out of any surplus gas not needed for operations hereunder.

7. As used in this paragraph "mineral" means other than oil or gas. If, while this lease remains in force, any mineral shall be discovered in said land in commercial quantities lessee, at lessee's option, shall have the exclusive right to mine (by any means with all incidental rights, including that of ingress and egress, so long as such mineral shall be produced in commercial quantities, and shall pay lessor a royalty in kind or value at the mine at lessee's election of one-eighth of all minerals so mined, except that the royalty on potassium and sodium salts and related compounds shall be one-twentieth of their value at the mine on all mined and marketed, and except that the royalty on sulphur shall be fifty cents per long ton (2240 lbs.) on all mined and marketed. Production in commercial quantities of any mineral shall keep this lease in force also as to oil and gas and all minerals, and such production shall eliminate rental just as would production of oil or gas. In the event of the discovery of any mineral in substantial quantities which lessee deems to be probably commercial, then, notwithstanding any provision of this lease under which it might sooner terminate, lessee shall be allowed three years after such discovery or after the cessation of the production, if any, of oil or gas, whichever event happens last, within which to determine the extent of the deposit of such mineral and, if such deposit shall be in commercial quantities, to begin commercial production of such mineral. The commercial production of mineral, begun during such three year period but after the primary term, shall have the same effects as though commenced during the primary term. Nothing contained in this paragraph is intended or shall be construed to shorten the primary term or to terminate this lease sooner than it would otherwise terminate.

8. The rights of either party hereunder may be assigned in whole or in part. By an assignment in part is meant an assignment as to only part of said land, or an assignment as to only a certain mineral or minerals, or an assignment as to only a certain mineral or minerals in part of said land. The provisions hereof shall extend to their heirs, successors and assigns of the parties hereto, but no change or division in the ownership of the lands, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights and privileges of lessee; offsetting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises, nor shall separate measurement of the production of any particular well or wells on the leased premises be in any event obligatory. No change or division in the ownership of the lands, rentals or royalties shall be binding on lessee for any purpose until lessee shall be furnished with satisfactory written evidence thereof, including the muniments of title or certified copies thereof. Should lessee assign this lease in whole or in part, lessee shall look solely to the assignee for the performance of its terms, or (if the assignment was in part) for the performance of its terms as to the acreage covered by the assignment, but only as to the mineral or minerals specified therein, if the assignment was limited to a certain mineral or minerals. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals is apportioned as between the several leasehold owners ratably, according to the surface area of each, and failure by one or more of them to pay his share or

SEE NEXT PAGE

All these tracts of land situate in Colleton County, South Carolina, aggregating 40 acres, more or less, mentioned or described in title deeds to Florrie O. Hiott, dated and recorded in the Office of the Clerk of Court for said County as follows,(the acreage stated as to each tract of land being more or less and mentioned for this purpose of identifying the tract of land) to wit

Grantor			
J. A. Robertson, etla	12/4/19	47/515	10
Lula A. Rickenbaker	10/23/30	65/154	30
		Total acreage	40

59A

40

shares of the rentals shall not affect the validity of the lease on the part of the land upon which pro rata rentals are paid or tendered. Drilling or production on any portion of the leased premises shall (so far as concerns the continuance of this lease) inure to the benefit of the owners of the lease upon all portions of the leased premises. Lessee may at any time, and from time to time, execute and deliver to lessor or place of record a release covering all or any portion or portions of the leased premises as to all or any specified mineral or minerals, and the reupon shall be relieved of all obligations as to the acreage surrendered, or as to that acreage as to only the particular mineral or minerals specified, as the case may be. After a release of this lease in its entirety as to only part of the acreage, the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by such release.

9. If there are, or if hereafter there shall be, two or more persons each of whom shall be entitled to receive a royalty of less than 1/8 of the total production, all such persons shall, by sufficient written instrument, designate some agent to receive payment for all of them, and lessee shall not be required to make payment to such persons, or any of them, until such instrument is furnished. However, in lieu of all such persons appointing the same agent, such persons may form themselves into different groups, those in each group appointing an agent to receive payment for only those in that group, provided that no group shall in the aggregate own a royalty of less than 1/8 of the total production.

10. This lease shall never be forfeited, cancelled or terminated for failure by lessee to perform in whole or in part any of its implied obligations, nor while oil or gas is being produced in paying quantities for any cause whatsoever, unless there shall first be a final judicial ascertainment that such obligation or cause exists and that lessee is in default. Upon such final determination, lessee is hereby given a reasonable time thereafter to comply with such obligation, or at lessee's election, to surrender the lease, with the option of reserving, under the terms of this lease, each producing well or well that is being drilled or reworked and ten acres surrounding it to be selected by lessee.

11. In case of suit, adverse claim, dispute or question as to the ownership of the rentals or royalties (or some part thereof) payable under this lease, lessee shall not be held in default of payment of such rentals or royalties (or the part thereof in doubt) until such suit, claim, dispute or question has been finally disposed of, and lessee shall have thirty (30) days after being furnished with the original instrument or instruments disposing of such suit, claim, or dispute (or a certified copy or copies thereof), or after being furnished with proof sufficient, in lessee's opinion, to settle such question, within which to make payment. Should the right or interest of lessee hereunder be disputed by lessor, or any other person, the time covered by the pendency of such dispute shall not be counted against lessee either as affecting the term of the lease or for any other purpose, and lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

12. When drilling or other operations are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or as a result of some order, requisition or necessity of the government, or as the result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding. Non-compliance, delay in compliance or incomplete compliance by lessee with any provision of this lease caused by lessee's obeying or performing any statute, regulation, rule or order enacted or issued for the conservation of oil and/or gas or the prevention of the waste of oil and/or gas shall not be considered a default on lessee's part and shall not render lessee liable to lessor for any loss, damage or injury suffered or sustained by lessee on account thereof. Should production temporarily cease on said land on account of a shutdown ordered by any public authority, this lease shall not terminate on that account but, on the contrary, it will be considered that oil and/or gas was produced from said land continuously during such shutdown, within the meaning of paragraph 2 hereof.

13. Lessor hereby warrants and agrees to defend the title to said land and agrees that lessee, at lessee's option, (but without any duty to do so), may pay and discharge in whole or in part any taxes, mortgages, or other liens upon said land or any part thereof, and in that event lessee shall be subrogated to such lien, with full right to enforce the same, and in addition thereto may retain for the satisfaction of such lien and interest all royalties or rentals accruing hereunder. The lessor shall pay directly, or reimburse lessee for, such proportion of any production and/or severance taxes, upon or measured by the total production or its value, as the royalty interest bears to the total interest. Without any impairment of lessee's rights under lessor's warranty of title it is agreed that if lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

IN WITNESS WHEREOF this instrument is executed on the date above written.

(L. S.)

C. C. Hiott

Witnesses:

Florrie O. Hiott (SEAL)

Miriam H. Beach

J. M. Moorer

By

STATE OF SOUTH CAROLINA,
Colleton County

Personally appeared before me Miriam H. Beach

and made oath that she saw the within named C. C. Hiott

sign, seal and as his act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that he, with

J. M. Moorer witnessed the

execution thereof.

SWORN to before me this 22nd day of June 1944 194

J. M. Moorer (L. S.)
Notary Public of S. C.

Miriam H. Beach

STATE OF SOUTH CAROLINA,
Colleton County

RENUNCIATION OF DOWER

I, J. M. Moorer, do hereby certify unto all whom it may concern, that Mrs. Florrie O. Hiott

the wife of the within named ~~XXXXXXXXXXXXXXXX~~ C. C. Hiott

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

J. W. Holsey, his

heirs and assigns, all her interest and estate, and also all her rights and claims of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 22nd day of June 1944 Anno Domini 194

J. M. Moorer (L. S.)
Notary Public of S. C.

Florrie O. Hiott.

THE STATE OF SOUTH CAROLINA,
COUNTY OF

I, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the day of 19 at o'clock M., and was duly recorded on this day of 19, in the Deed Records of said County, in Volume on pages

Given under my hand and seal of office on the day and year last above written.

Clerk, County Court County, S. C.

By Deputy.

Recorded September 23 1944

#1

88 (Texas) Form P O-D

Oil and Gas Mining Lease

AN AGREEMENT, entered into this 13th day of June, 19 44, between Walter A. Tuten

lessor (whether one or more), of the post office of 2433 Wilmont Ave. Columbia South Carolina, and J. W. Dolsey Lessee.

1 Lessor, in consideration of the sum of Eight and 50/100 Dollars ($ 8.50), in hand paid, and of the covenants and agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee, for the purpose of testing by any method for formations or structures and prospecting and drilling for, mining, and producing oil and gas, laying pipe lines, building tanks, storing oil and water resulting from operations hereunder, and building towers, stations, telephone lines and other structures (including houses for employees) thereon, to produce, save, take care of, treat, process and transport oil and gas, the following described land in Hampton County, South Carolina, to-wit:

All that tract of land situate near Jacksonboro, Fraser Township, Colleton County, South Carolina, aggregating One Hundred Seventy (170) acres, more or less, and bounded North by H. M; Tuten (formerly Bull) and by W. R. Reynolds; East by M. B. Kiser (formerly Mrs. A. J. Reynolds; South by C. M. Reynolds, et al and West by William Jenkings. Being the same tract of land conveyed to Walter A. Tuten by deed of Mrs. A. J. Reynolds, dated 12 April 1941, recorded in Book 80 page 339 in the office of the Clerk of Court for Colleton County, reference to plat by C.E.Durant Surveyor, dated 5 October 1909, recorded in plat book 3 page 81 in said office.

It is the intention of the lessor and lessee that this lease shall also include, and there is hereby included and leased for the purposes and consideration herein stated, all the land owned and claimed by lessor adjacent or contiguous to the land above described, whether one or different surveys. For the purpose of determining the amounts of any money payment hereunder said premises shall be treated as comprising _____ acres, whether there be more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten years from this date (hereinafter called "primary term") and as long thereafter as either gas or oil is produced from said land hereunder.

3. The royalties reserved by lessor, and which shall be paid by lessee, are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected; however, lessee may from time to time purchase such royalty oil, paying therefor the market price at the wells currently prevailing on the day it is run into the pipe line or storage tanks; lessor's interest, in either case shall bear its proportion of any expense of treating unmerchantable oil to render it merchantable as crude; and (b) on gas (including casing-head gas) produced from said land and sold or used off the land or in the manufacture of gasoline or other product, the market value at the wells of one-eighth of the gas so sold or used, provided that if and when lessee shall sell gas (including casing-head gas) at the wells lessor's royalty thereon shall be one-eighth of the amounts realized from such sales; during any period when, after a discovery of gas on said land, gas is not being sold on account of lack of a market, and is not being used off the land or in the manufacture of gasoline or other product, and there is no current production or operation on said land sufficient to keep this lease in force, lessee may pay as royalty Fifty Dollars ($50) per year for each shut-in gas well, and it will be considered that gas is being produced, within the meaning of paragraph 2 hereof, during any period for which such payment is made, and no rental shall more during any period covered by such a payment.

4. If drilling operations are not commenced on said land on or before one year from this date, this lease shall then terminate as to both parties, unless lessee shall pay or tender to lessor or to the credit of lessor in The Bank of Walterboro Bank at Walterboro, S. C., or any successor, the sum of Eight and 50/100 Dollars ($ 8.50) (hereinafter called "rental"), which shall extend for 12 months the time within which drilling operations may be commenced. Thereafter, annually, in like manner, and upon like payments or tenders, the commencement of drilling operations may be further deferred for periods of 12 months, each during the primary term. The payments or tenders of rental may be made by the check or draft of lessee mailed or delivered to such bank or lessor (at post-office address last known to lessee) on or before such date for payment. Notwithstanding any change or division in the ownership of said land, the payment or tender of rental in the manner herein provided shall be binding on the heirs, successors and assigns of lessor. If the bank above-named (or any successor) should fail or refuse to accept rental, or should cease to transact banking business without having a successor, lessee shall have thirty (30) days after lessor shall have delivered to lessee a proper recordable instrument designating a substitute bank (and its successors) as agent to receive rentals, within which to make payment or tender of any rental or rentals tendered but not accepted or whose normal date for payment shall fall before the end of said thirty (30) day period. Lessor shall advise lessee, by notice in writing, whenever the bank heretofore authorized to receive rentals shall be succeeded by another bank, and lessee shall have thirty (30) days after receipt of such notice, within which to make payment or tender of any rental or rentals whose normal date for payment shall fall before the end of said thirty (30) day period. All provisions applicable to the bank above-named (and its successors) shall apply to a substitute bank and its successors. For the purposes of this lease, a bank is successor to another bank if the former bank shall directly or through the medium of one or more intervening banks) receive the deposits or continue the banking business of the latter bank. The above-named bank and any other bank authorized to receive rentals hereunder shall be lessor's agent. Drilling operations hereunder shall be deemed to be commenced when the first material is placed on the ground.

5. If during the primary term and prior to the discovery of oil or gas on said land lessee should drill a dry hole thereon, this lease shall not be terminated thereby if lessee commences further drilling operations or commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following completion of the dry hole or, if there be no such rental paying date, commences further drilling operations before the expiration of the primary term. If after the discovery of oil or gas in the production thereof should cease from any cause, this lease shall not be terminated thereby if lessee commences drilling or reworking operations within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following such cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as drilling or reworking operations (whether on the same well or on different wells successively) are continuously prosecuted and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land hereunder. Such operations, after the expiration of the primary term, shall be deemed to be continuously prosecuted if not more than sixty days shall elapse between the completion of drilling or reworking operations on one well and the commencement of drilling or reworking operations on another well.

6. Lessee shall have the free use of oil, gas and water from said land, except water from lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be on the net quantity after deducting any so used for operations. If lessee shall operate the leased premises jointly with other premises by a central plant or plants using oil or gas as fuel, and there be available such fuel (oil or gas) from the leased premises, then lessee shall have the right to allocate to the leased premises, for deduction as free fuel, their pro rata share of the total oil or gas consumed in such plant or plants as fuel. If in its judgment advantageous, lessee may use in separate operation of the leased premises or in such central plant fuel not available from the leased premises, or power, and charge its cost (or the proper pro rata portion thereof) against the production from the leased premises, but in no event may it charge more than the value (or the proper pro rata portion thereof) of that equivalent amount of fuel from the leased premises which would have been used in the same operations, and fuel from the leased premises been employed therefor. Lessee shall have the right at any time during or after the operations of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth in cultivated land, and no well shall be drilled within two hundred feet of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at the risk and expense of lessor, of making connection and using gas from any gas well on said land for stoves and inside lights in the principal dwelling on said land out of any surplus gas not needed for operations hereunder.

7. As used in this paragraph "mineral" means other than oil or gas. If, while this lease remains in force, any mineral shall be discovered in said land in commercial quantities lessee, at lessee's option, shall have the exclusive right to mine the same with all incidental rights, including that of ingress and egress, so long as such mineral shall be produced in commercial quantities, and shall pay lessor a royalty in kind or value at the mine at lessee's election of one-eighth of all minerals so mined, except that the royalty on potassium and sodium salts and related compounds shall be one-twentieth of their value at the mine on all mined and marketed, and except that the royalty on sulphur shall be fifty cents per long ton (2240 lbs.) on all mined and marketed. Production in commercial quantities of any mineral shall keep this lease in force also as to oil and gas and all minerals, and such production shall eliminate rental just as would production of oil or gas. In the event of the discovery of any mineral in substantial quantities which lessee deems to be probably commercial, then, notwithstanding any provision of this lease under which it might sooner terminate, lessee shall be allowed three years after such discovery or after the cessation of the production, if any, of oil or gas, whichever event happens last, within which to determine the extent of the deposit of such mineral and, if such deposit shall be in commercial quantities, to begin commercial production of such mineral. The commercial production of mineral, begun during such three year period but after the primary term, shall have the same effects as though commenced during the primary term. Nothing contained in this paragraph is intended or shall be construed to shorten the primary term or to terminate this lease sooner than it would otherwise terminate.

8. The rights of either party hereunder may be assigned in whole or in part. By an assignment in part is meant an assignment as to only part of said land, or an assignment as to only a certain mineral or minerals, or an assignment as to only a certain mineral or minerals in part of said land. The provisions hereof shall extend to their heirs, successors and assigns of the parties hereto, but no change or division in the ownership of the lands, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights and privileges of lessee; offsetting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises, nor shall separate measurement of the production of any particular well or wells on the leased premises be in any event obligatory. No change or division in the ownership of the lands, rentals or royalties shall be binding on lessee for any purpose until lessee shall be furnished with satisfactory written evidence thereof, including the muniments of title or certified copies thereof. Should lessee assign this lease in whole or in part, lessor shall look solely to the assignee for the performance of its terms, or (if the assignment was in part) for the performance of its terms as to the acreage covered by the assignment, but only as to the mineral or minerals specified therein, if the assignment was limited to a certain mineral or minerals. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals is apportioned as between the several leasehold owners ratably, according to the surface area of each, and failure by one or more of them to pay his share or

See Assignments at end of Lease Page 4-8

42

shares of the rentals shall not affect the validity of the lease on the part of the land upon which pro rata rentals are paid or tendered. Drilling or production on any portion of the leased premises shall (so far as concerns the continuance of this lease) inure to the benefit of the owners of the lease upon all portions of the leased premises. Lessee may at any time, and from time to time, execute and deliver to lessor or place of record a release covering all or any portion or portions of the leased premises as to all or any specified mineral or minerals, and thereupon shall be relieved of all obligations as to the acreage surrendered, or as to that acreage as to only the particular mineral or minerals specified, as the case may be. After a release of this lease in its entirety as to only part of the acreage, the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by such release.

9. If there are, or if hereafter there shall be, two or more persons each of whom shall be entitled to receive a royalty of less than 1/8 of the total production, all such persons shall, by sufficient written instrument, designate some agent to receive payment for all of them, and lessee shall not be required to make payment to such persons, or any of them, until such instrument is furnished. However, in lieu of all such persons appointing the same agent, such persons may form themselves into different groups, those in each group appointing an agent to receive payment for only those in that group, provided that no group shall in the aggregate own a royalty of less than 1/8 of the total production.

10. This lease shall never be forfeited, cancelled or terminated for failure by lessee to perform in whole or in part any of its implied obligations, nor while oil or gas is being produced in paying quantities for any cause whatsoever, unless there shall first be a final judicial ascertainment that such obligation or cause exists and that lessee is in default. Upon such final determination, lessee is hereby given a reasonable time thereafter to comply with such obligation, or at lessee's election, to surrender the lease, with the option of reserving, under the terms of this lease, each producing well or well that is being drilled or reworked and ten acres surrounding it to be selected by lessee.

11. In case of suit, adverse claim, dispute or question as to the ownership of the rentals or royalties (or some part thereof) payable under this lease, lessee shall not be held in default of payment of such rentals or royalties (or the part thereof in doubt) until such suit, claim, dispute or question has been finally disposed of, and lessee shall have thirty (30) days after being furnished with the original instrument or instruments disposing of such suit, claim, or dispute (or a certified copy or copies thereof), or after being furnished with proof sufficient, in lessee's opinion, to settle such question, within which to make payment. Should the right or interest of lessee hereunder be disputed by lessor, or any other person, the time covered by the pendency of such dispute shall not be counted against lessee either as affecting the term of the lease or for any other purpose, and lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

12. When drilling or other operations are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or as a result of some order, requisition or necessity of the government, or as the result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding. Non-compliance, delay in compliance or incomplete compliance by lessee with any provision of this lease caused by lessee's obeying or performing any statute, regulation, rule or order enacted or issued for the conservation of oil and/or gas or the prevention of the waste of oil and/or gas shall not be considered a default on lessee's part and shall not render lessee liable to lessor for any loss, damage or injury suffered or sustained by lessee on account thereof. Should production temporarily cease on said land on account of a shutdown ordered by any public authority, this lease shall not terminate on that account but, on the contrary, it will be considered that oil and/or gas was produced from said land continuously during such shutdown, within the meaning of paragraph 2 hereof.

13. Lessee hereby warrants and agrees to defend the title to said land and agrees that lessee, at lessee's option, (but without any duty to do so), may pay and discharge in whole or in part any taxes, mortgages, or other liens upon said land or any part thereof, and in that event lessee shall be subrogated to such lien, with full right to enforce the same, and in addition thereto may retain for the satisfaction of such lien and interest all royalties or rentals accruing hereunder. The lessor shall pay directly, or reimburse lessee for, such proportion of any production and/or severance taxes, upon or measured by the total production or its value, as the royalty interest bears to the total interest. Without any impairment of lessee's rights under lessee's warranty of title it is agreed that if lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

IN WITNESS WHEREOF this instrument is executed on the date above written.

(L.S.)

Walter A. Tuten (SEAL)

Witnesses:

Anvalene L. Love

Elizabeth M. Rogers

By J. M. Holsey (SEAL)

STATE OF SOUTH CAROLINA,
Colleton County

Personally appeared before me Anvalene L. Love

and made oath that he saw the within named Walter A. Tuten

sign, seal and as his act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that he, with Elizabeth M. Rogers witnessed the execution thereof.

SWORN to before me this 13th day of June 1944 194

Roberta Jone (L.S.)
Notary Public of S. C.

Anvalene L. Love

STATE OF SOUTH CAROLINA,
County

RENUNCIATION OF DOWER

I, Roberta Jone do hereby certify unto all whom it may concern, that Mrs. Elizabeth D. Tuten the wife of the within named Walter A. Tuten 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 J. M. Holsey his heirs and assigns, all her interest and estate, and also all her rights and claims of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal this 13th day of June 1944 Anno Domini 194

Roberta Jones (L.S.)
Notary Public of S. C.

Elizabeth D. Tuten

THE STATE OF SOUTH CAROLINA,
COUNTY OF

ss.

I, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the day of 19 at o'clock M., and was duly recorded on this day of 19 in the Deed Records of said County, in Volume on pages

Given under my hand and seal of office on the day and year last above written.

Clerk, County Court County, S. C.

By
Deputy.

Recorded September 23 1944 at 1 do P M

KNOW ALL MEN BY THESE PRESENTS, THAT I, J, W, HOLSEY, husband of Leta Holsey, of the post office of Box 2 Vayuga, State of Texas, hereinafter called transferrer, for and in consideration of One and 00/100 ($1.00) Dollar cash in hand, paid by The Texas Company, a corporation of Delaware, do hereby sell, transfer and assign unto said The Texas Company, hereinafter called the Company, its successors and assigns, the following described oil, gas and mineral leases and All my rights thereunder.

1. That certain oil and gas ming lease dated 13 June 1944, executed by Walter A.Tuten in favor of J. W. Holsey, Lessee, the execution of which was proved by Auvelene L. Love, one of the subscribing witnesses, before Roberta James, Notary Public for South Carolina, on 13 June, 1944, covering and bearing upon the following described land situated in Colleton County, South Carolina, to wit:

All that tract of land situate near Jacksonboro Fraser Township, Colleton County South Carolina, aggregating One Hundred Seventy (170) acres, more or less, and bounded North by H. M. Tuten (formerly Bull) and by W. R. Reynolds; East by M. B. Kiser (formerly Mrs. A. J. Reynolds); South by C. M. Reynolds, et al, and West by William Jenkins.Being the same tract of land conveyed to Walter A. Tuten by deed of Mrs. A. J. Reynolds, dated 12 April 1941, recorded in Book 80, page 339 in the Office of the Clerk of Court for Colleton County, reference to plat by C. E. DuRant, Surveyor, dated 6 October, 1909, recorded in plat book 3 page 81 in said Office.

All of the above described land contains 170 acres, more or less.

2. That certain oil and gas mining lease dated 22nd June, 1944, executed by C. C. Hiott and Florrie O. Hiott in favor of J. W. Holsey, Lessee, the execution of which was proved by Miriam H. Beach, one of the subscribing witnesses, before J. M. Moorer, Notary Public for South Carolina, on 22nd day of June, 1944, covering and bearing upon the following described land situated in Colleton County, South Carolina, to wit:

All those tracts of land situate in Colleton County, South Carolina, aggregating 3092.00 acres, more or less, mentioned or described in title deed to C. C. Hiott, dated and recorded in the Office of the Clerk of Court for said County as follows, (the acreage stated as to each tract of land being more or less and mentioned for the purpose of identifying the tract of land) to wit:

Mrs. M. A. Mitsell dated 6/1/06	Book & page of Record			
		26/431/ per lst acreage		60.5
W. O. Hiott	7/8/77	32/521 #2		75
W. O. Hiott	7/7/11	32/521 Tract	Tract #3.	100
W. O. Hiott	3/11/09	32/17 "	#1	5
W. O. Hiott et al	7/7/11	32/521 Sanders	Tract	75
Maggie A. Adams	6/27/14	40/135		97
A. J. Lemacks	3/31/16	42/303		50
Mary L. Taft. et al	6/25/19	49/422		100
M. M. Hiott	2/14/23	64/179	Tract #1	597
			" 2	100
			" 3	97
			" 4	179-1/2
			" 5	850
			" 6	225
			" 7	186
			" 8	95
			" 9	100
Mary W. Taft et al	1/15/23	55/691		21
Mike Warren et al	4/28/28	61/316		16
B. H. Willis	5/1/35	70/546		42
N. L. Rhodes Sher	11/12/37	75/243		5
Forfeited Land Com	11/29/41	82/51		1
Florence McKenzie	12/26/42	84/84		2
		Total acreage		3,092

All those tracts of land situate in Colleton County, South Caroline, aggregating 40 acres, more or less mentioned or described in title deeds to Florrie O. Hiott, dated and recorded in the Office of the Clerk of Court for said County as follows, the acres stated as to each tract of land being more or less mentioned for the purpose of identifying the tract of land to wit.
J. A. Robertson et al dated 12/4/18 Book and page 47/515 acreage 10
Lula M. Nickenbaker dated 10/23/30 Book and page 65. 153 30 acres Total acreage 40 acres.
All of the above described land contains 3132 acres, more or less,

TO HAVE AND TO HOLD all and singular the said leases and all the right, title and interest of the said transferrer thereunder, unto the said The Texas Company, its successors and assigns forever.

For the same consideration the transferrer covenants with the Company that said leases are valid and subsisting and that all rentals and royalties due and payable thereunder have been duly paid; and transferrer further covenants to warrant and defend the title to said leaseholds and mineral right in the land purported to be covered thereby against every person lawfully claiming or to claim

the same or any part thereof and the above covenants and the warranty shall be binding on the heirs successors. or assigns of transferrer.

The Company shall have the right at any time, and from time to time at its election to surrender or abandon said leases or any of them in whole or in part wit out liabilit of any kind whatsoever, and in case of such surrender or abandonment it may release the same and the Company its successors or assigns, shall never at any t me be obligated against its wish or option to drill or otherwise carry on operations under any lease.

IN WITNESS WHEREOF this instrument is signed, sealed and delivered in the presence of the undersigned witnesses on the 7th day of July 1944.

J. W. Holsey (SEAL)

Witnesses:

The Texas Company
By R. C. Stewart Agent

Elizabeth Fowler

J. M. Moofer

THE STATE OF SOUTH CAROLINA

COLLETON COUNTY

PERSONALLY appeared before me Elizabeth Fowler and made oath that she saw the within named J. W. Holsey sign, seal, and as his act and deed, deliver the within written instrument; and that she with J. M. Moorer wit essed the execution thereof.

Elizabet Fowler

Sworn to before me this 7th day of July A. D. 1944

J. M. Moorer
Not. Pub for South Carolina

THE STATE OF SOUTH CAROLINA

COLLETON COUNTY

I, J. M. Moorer a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Leta Holsey, the wife of the within named J. W. Holsey, did this day appear before me, and upon being privately and separately examined b 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 The Texas Company, its successors and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Leta Holsey

Given under my Hand and Seal this 7th day of July A. D. 1944

J. M. Moorer
Notary Public for South Carolina. Recorded September 23rd 1944

Annie Laure L. Roberts To J. D. Liston

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Annie Laure L. Roberts, heir at law of P. J. Liston, deceased, and of Hattie J. Liston deceased

in the State aforesaid, in consideration of the sum of Ten and NO/100- - - - - - - - - - - - DOLLARS,
to me in hand paid at and before the sealing of these presents by J. D. Liston
in the State aforesaid, 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 J. D. Liston, his heirs and assigns:

All or my right, title, interest and estate, the same being a one-half undivided interest therein, in and to

All that piece, parcel or tract of land, situate in Warren Township, in the County of Colleton and State of South Carolina, containing Ten (10) acres, more or less, and bounded, now or formerly, as follows: North and east by lands of James Simmons; South by lands of A. H. Vorn; and West by lands of Estate of J. D. Connor.

Also, all that piece, parcel or tract of land, situate in Warren Township, in the County of Colleton and State of South Carolina, containing Fifteen (15) acres, more or less, and bounded, now or formerly, as follows: North by lands of West Virginia Pulp and Paper Company; East by lands of estate of O. F. Stevens; South by lands of Alvira Stevens; and West by lands of estate of J. D. Connor.

Also, all that piece, parcel or tract of land, situate in Warren Township, in the County of Colleton and State of South Carolina, containing four (4) acres, more or less, and bounded, now or formerly, as follows: North by lands of Rhodes; East by lands of Marie Ackerman; South by State Highway NO. 65; and West by lands of Grant Henderson.

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 J. D. Liston, his Heirs 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 J. D. Liston, his Heirs and Assigns, against me and my Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.
WITNESS my Hand and Seal, this 20th day of May in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-eighth year of the Sovereignty and Independence of the United States of America.
Signed, Sealed and Delivered in the Presence of

Mary C. Brooks — Annie Laurie L. Roberts (L. S.)
Dorothy H. Hobards — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ S.C. Stamps $

Personally appeared before me Mary C. Brooks and made oath that he saw the within named Annie Laurie L. Roberts, sign, seal, and as her act and deed, deliver the within written Deed; and that s he, with Dorothy H. Hobards witnessed the execution thereof.

Sworn to before me, this 20th day of May 1944, A. D. 19
R. L. Woodward (SEAL)
(Seal affixed) Notary Public for S. C.

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, [illegible], a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of, Anno Domini 19

(SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 2nd day of Oct at 4 P. M. 1944, 19

C C & R M C

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, A. L. Sanders,

in the State aforesaid, in consideration of the sum of Two thousand and no/100 ------- DOLLARS, to me in hand paid at and before the sealing of these presents by L. T. Duncan

in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto the said L. T. Duncan, his heirs and assigns:

All that piece, parcel or lot of land, together with the buildings and improvements thereon, situated near the Town of Walterboro, County of Colleton and State of South Carolina, measuring seventy five (75) feet on the Northern and Southern lines respectively, and measuring one hundred (100) feet on the eastern and western lines respectively, and bounded as follows: North by new State Highway No. 64, leading from Walterboro to Cottageville; East by lot No.3, property of I. D. Avant; South by lands of Mrs. A. A. Francis; and West by lot No. 1, property of A. L. Sanders. Said lot being known as lot No. 2 on a sketch of several lots fronting said new State Highway No. 64. Said lot being a part of an eight (8) acre tract which was conveyed to Mrs. A. A. Francis by C. G. Henderson, Master, by deed dated 24 December, 1942, recorded 1 January, 1943, in the office of Clerk ofCourt for Colleton County, S. C., in book 16, page 502. Being same lot conveyed to A. L. Sanders by Mrs. A. A. Francis by deed dated 16 January, 1943, recorded 16 January, 1943, in the office of Clerk of Court for Colleton County, S. C., in book 84, page 123.

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 L. T. Duncan, his Heirs 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 L. T. Duncan, his Heirs and Assigns, against me and my Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 10th day of Oct. in the year of our Lord one thousand nine hundred and Forty-four, and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

L. T. Duncan — A. L. Sanders (L. S.)

Myrtle A. Fripp — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $1.50 S.C. Stamps $4.40

Personally appeared before me Myrtle A. Fripp and made oath that she saw the within named A. L. Sanders sign, seal, and as his act and deed, deliver the within written Deed; and that she with L. T. Duncan witnessed the execution thereof.

Sworn to before me, this 10th day of October A. D. 1944

L. T. Duncan (SEAL)
(Seal affixed) Notary Public for S. C.

Myrtle A. Fripp

THE STATE OF SOUTH CAROLINA, Colleton County. RENUNCIATION OF DOWER

I, L. T. Duncan a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Lillie Belle Sanders the wife of the within named A. L. Sanders did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named L. T. Duncan, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 10th day of October Anno Domini 1944

L. T. Duncan (SEAL)
(Seal affixed) Notary Public for S. C.

Lillie Belle Sanders

Recorded the above conveyance, this 20th day of October at 3:10 P.M. in 44

C.C.&R.M.C.

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That I, S. Austin Martin

of Colleton County, in the State of South Carolina, hereinafter called the vendor, for and in consideration of the sum of Eleven Hundred Fifty and NO/100 - - - - - DOLLARS, paid by H. E. Padgett

of Colleton County, in the State of South Carolina, hereinafter called the vendee, the receipt whereof is hereby acknowledged, ha ve granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said vendee all the standing pine timber and trees six inches in diameter and upwards at the stump, eight inches from the ground, at the time of cutting, and also all the fallen timber, trees and logs on the following lands, to-wit:

All that piece, parcel or tract of land situate, lying and being in the County and State aforesaid, measuring and containing 115 acres, more or less, and bounded and described as follows, to wit: North by lands of the Estate of Charlie Moore and McCuens Branch; the run being the line; East by lands of H. M. Thomas; South by lands of H. E. Thomas; and West by lands of the Estate of G. B. Kinard and the Bamberg County line, which separates it from lands of L. L. Warren.
Excepting, however, all timber on 10 acres of land that has been designated for cutting, from the land described in real estate mortgage executed on August 30, 1939 by S. A. Martin in favor of the United States of America, and recorded in the office of Clerk of Court of Colleton County, South Carolina, in Book 60, page 446, which has been sold to O. B. Morningstar by deed dated 29 January 1944.

ASSIGNMENT OF TIMBER DEED

For value received I, H. E. Padgett, hereby sell, assign, transfer and set over unto International Paper Co., a corporation under the laws of the State of New York, the foregoing timber deed or contract and all timber described therein, together with all rights, equities, privileges and appurtenances applicable to the said timber of existing by reason of said timber deed or contract. Said deed is assigned to International Paper Co. as security for my note to them dated October 9th 1944 in amount of $1150.00, and all rights, conveyed by said deed are to revert to me upon payment of said note together with interest thereon.

Witness my hand and seal this 9th day of October 1944.

Signed, sealed and delivered in the Presence of: H. E. Padgett (SEAL)

A. A. Donham

O. C. Shoptaw.

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

PERSONALLY appeared before me A. A. Donham who being duly sworn says that he saw the within named H. E. Padgett, sign, seal, and as his act and deed deliver the above written assignment and that he with O. S. Shoptaw witnessed the execution thereof

Sworn to before me this 9th day of Oct 1944.

A. A. Donham

O. C. Shoptaw (SEAL)
Notary Public for South Carolina

Assignment Recorded October 10th 1944

And for the consideration aforesaid, the vendor hereby also grant s, bargain s, sell s and release s to the said vendee his heirs, successors and assigns, all the rights, ways, privileges and easements, in, over and upon said land which may be useful, convenient or necessary in cutting or removing said timber and trees, or any other timber or trees whatsoever; together with the exclusive right to locate, build, construct, maintain and operate roads, tramroads, railroads, side tracks and spur tracks, steam-skidders, mills, buildings, structures and other machinery and fixtures, appliances and methods whether now in use or hereafter invented, for the cutting and removing of said timber as said vendee his heirs, successors and assigns, may see fit, on, over and across said land and contiguous land owned by the vendor, and to transport over said railroads, tramroads and roads any other timber, persons and articles of every kind and description; and also the right to cut, use and remove any timber and trees, fuel wood, undergrowth, brush or earth, the cutting, using or removal of which may be useful, convenient or necessary in the cutting, handling or removing the timber and trees aforesaid, or in exercising any of the rights granted hereunder—with the right

DEED

48

at any time to remove any and all machinery and structures and other property by said vendee , his heirs, successors or assigns, placed upon said premises.

TO HAVE AND TO HOLD, all and singular the said premises, timber, trees, and rights, ways, privileges and easements unto the said vendee his heirs, successors or assigns, as the case may be, for and during the term, time or period hereinafter specified for the cutting and removing of the said timber and trees.

AND said vendor do es hereby bind his heirs, executors, administrators and successors to warrant and defend all and singular the said premises, timber, trees, rights, ways, privileges and easements unto the said vendee , his heirs, successors or assigns, against the claims and demands of all persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS HEREBY EXPRESSLY COVENANTED AND AGREED:

FIRST. That the said vendee his heirs, successors and assigns, for the consideration hereinbefore mentioned, shall have the full term of One (1) years from the date hereof to cut and remove the said timber and trees from the said land, and to exercise, use and enjoy all the rights, ways, privileges and easements granted hereunder; and should said vendee his successors or assigns, so desire, shall have the further period of None years in addition to the period above mentioned, or so much of said additional time as may be desired, for such purposes, upon the payment, however, of

------- Dollars per annum, for each additional year, payable in advance at the office of said vendor , successors or assigns, and only after due demand made. Such extension may be had by the said vendee , heirs, successors or assigns, whether shall have begun to cut and remove the said timber and trees or to exercise any of the other rights granted hereunder within the first above named period, or not.

SECOND. That the said vendor shall and will promptly pay all taxes that are now due, or that hereafter may become due, on the said land, timber, trees and property rights; and that the said vendee , his heirs, successors or assigns, may on default by the said vendor pay said taxes, and any and all amounts so paid shall be, and are hereby, made a lien on the land for the reimbursement thereof, with interest to said vendee , his heirs, successors or assigns, in like manner as if the same were secured by a mortgage duly executed.

THIRD. That so much of said timber and trees as may be remaining on said lands, whether standing or fallen, at the expiration of the time, as hereinabove provided and fixed for the cutting and removing, shall immediately revert to and be and become the property of the said vendor , his heirs and assigns.

WITNESS my hand and seal, this 5th day of October , A. D. 19 44

Signed, Sealed and Delivered in the Presence of S. Austin Marton (Seal)

Heber R. Padgett (Seal)

Ruth W. Carter (Seal)

$3.00
1.65

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

PERSONALLY APPEARED before me Ruth W. Carter

and made oath that he was present and saw the above named S. Austin Martin sign, seal and deliver the foregoing deed of conveyance, and that he, with Heber R. Padgett witnessed the execution thereof.

SWORN to before me, this 5th day of October, 1944, A. D. 19
Heber R. Padgett (Seal)
Notary Public for South Carolina.

Ruth W. Carter

STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

I, Heber R. Padgett , Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Fannie S. Martin the wife of the within named S. Austin Martin 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 heirs, successors and assigns, all her interest and estate, and also her right and claim of dower, of, in, and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal, this 5th day of October 1944 , A. D. 19 .

Heber R. Padgett (Seal)
Notary Public for South Carolina.

Fannie S. Martin

Recorded 10th day of October , A. D. 19 44 , at 1/30 P. M.

Book , Page , Fee, $

R. M. C. or Clerk Court C. P. & G. S.
County, S. C.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA, }
COUNTY OF COLLETON }

KNOW ALL MEN BY THESE PRESENTS:

That A. B. McClamery

of Colleton 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 Ten dollars and other good and valuable consideration ($10.00) Dollars, paid by H. A. Hedberg, Petroleum Bldg., Ft. Worth, Texas, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-eighth (1/8) 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:

First Tract: Being 80 acres of landmore or less, and bounded as follows.
Bounded on the North by land of Ad Pope, and land of Charles Pope
Bounded on the East by land of Charles Pope
Bounded on the South by land of Mrs. McKinsey
Bounded on the West by land of Haviland

Second Tract: Being 148 acres of land more or less and bounded asfollows.
Bounded on the North by land of Sherill Blocker andland of Merick Blocker
Bounded on the East by land of Marie Blocker
Bounded on the South by land of Addie Pellum
Bounded on the West by land of A. S. Nettles.

Third Tract: Being 100 acres of landmore or less and bounded as follows.
Bounded on the North by land of A. C. Beach and land of Huey
Bounded on the East by land of Merick Blocker
Bounded on the South by land of Dr. Beach
Bounded on the West by land of Marie Blocker.
All tracts conteining a total of 328 acres of land moreor less.

(It is the intention of the above description to cover the same land described in a Mineral right and royalty transfer from J.W. Bishop et ux to A. B. McClamery dated August 17th 1944.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor this 6th day of September, 1944.

Signed, Sealed and Delivered in the Presence of:

Witnesses:

H. G. Price

W. U. Burrage

A. B. McClamery

DEED

50

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me W. G. Murrage and made oath that he saw the within named A. B. McGlamery sign, seal, and as his act and deed, deliver the within written mineral right and royalty transfer and that he with H. S. Price witnessed the execution thereof.

SWORN to before me, this 6th day of September, A. D. 1944.

H. S. Price (SEAL)

Notary Public for S. C. W. G. Murrage

THE STATE OF SOUTH CAROLINA,
County.

RENUNCIATION OF DOWER

I,

do hereby certify unto all whom it may concern, that Mrs.

the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

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 day of Anno Domini 19

(SEAL)

Notary Public for

Recorded October 6, 1944 at 9 A.M.

51

A. B. MCGLAMERY TO H. A. HEDBERG

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
County of COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That A. B. McGlamery

of Colleton 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 Ten dollars and other good and valuable consideration ($ 10.00) Dollars, paid by H. A. Hedberg, Petroleum Bldg., Fort Worth, Texas, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-sixth (1/6) 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:

Being 100 acres of landmore or less, and bounded as follows.
Bounded on the North by land of G. F. Pellum
Bounded on the East by land of Billy O'Quinn
Bounded on the South by land of Frank Thompson and land of G. R. Thompson
Bounded on the West by land of Robert Breland.

(It is the intention of the above description to cover the same land, as described in a mineral right and royalty transfer from G. H. Pellum etux to A. B. McGlamery, dated August 23rd 1944.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor this 6th day of September, 19 44

Signed, Sealed and Delivered in the Presence of:

Witnesses:

H. S. Price

W. G. Burrage

A. B. McGlamery

52.

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me L. G. Burrage and made oath that he saw the within named A. B. McKinnon sign, seal, and as his act and deed, deliver the within written mineral right and royalty transfer and that he with H. S. Price witnessed the execution thereof.

SWORN to before me, this 6th day of September A. D. 1944

H. S. Price (SEAL)

Notary Public for S. C. L. G. Burrage

THE STATE OF SOUTH CAROLINA,
County.

RENUNCIATION OF DOWER

I,

do hereby certify unto all whom it may concern, that Mrs.

the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

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 day of Anno Domini 19

(SEAL)

Notary Public for

Recorded October 8, 1944 at 9 A.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That A. B. McGlamery

of Colleton 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 Ten dollars and other good and valuable consideration ($ 10.00) Dollars, paid by H. A. Hedberg, Petroleum Bldg., Ft. Worth, Texas, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-eighth (1/8) 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:

Being 167 acres of land more or less, bounded as follows.
Bounded on the North by land of G. P. Fellum
Bounded on the East by land of Fralix
Bounded on the South by land of J. G. Thompson
Bounded on the West by land of Frank Thompson and land of Randolph Fellum.

(It is the intention of the above description to cover the same land, described in a mineral right and royalty transfer, from J. E. O'Quinn et ux to A. B. McGlamery dated August 23rd 1944.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor this 6th day of September, 19 44

Signed, Sealed and Delivered in the Presence of:

Witness:

H. S. Price

E. G. Burrage

A. B. McGlamery

54

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me W. G. Burrage and made oath that he saw the within named A. L. McElmurry sign, seal, and as his act and deed, deliver the within written mineral right and royalty transfer and that he with H. S. Price witnessed the execution thereof.

SWORN to before me, this 6th day of September, A. D. 1944.

H. S. Price (SEAL)

Notary Public for S. C. W. G. Burrage

THE STATE OF SOUTH CAROLINA,
County.

RENUNCIATION OF DOWER

I,

do hereby certify unto all whom it may concern, that Mrs.

the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

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 day of Anno Domini 19

(SEAL)

Notary Public for

Recorded October 6, 1944 at 9 A.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
County of COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That A. B. McCLamary

of Colleton 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 Ten dollars and other good and valuable consideration ($10.00) Dollars, paid by H. A. Hedberg, Petroleum Bldg., Ft. Worth, Texas, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-eighth (1/8) 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:

Bounded on the North by land of J. F. bryan
Bounded on the East by land of W. H. Williams
Bounded on the South by land of H. C. Gooding
Bounded on the West by land of H. C. Gooding

And containing 192 acres of land, more or less.

(It is the intention of the above description to cover the same land described in a mineral right and royalty transfer from J. L. Bryan et ux to A. B. McClamary, dated August 26th 1944.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor this 6th day of September, 1944.

Signed, Sealed and Delivered in the Presence of:

Witnesses:

H. S. Price

L. O. Burrage

A. B. McClamary

DEED

56

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me W. G. Burrage and made oath that he saw the within named A. C. McGlamery sign, seal, and as his act and deed, deliver the within written mineral right and royalty transfer and that he with H. S. Price witnessed the execution thereof.

SWORN to before me, this 6th day of September, A. D. 1944

H. S. Price (SEAL)

Notary Public for S. C. W. G. Burrage

THE STATE OF SOUTH CAROLINA,
County.

RENUNCIATION OF DOWER

I,

do hereby certify unto all whom it may concern, that Mrs.

the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

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 day of Anno Domini 19

(SEAL)

Notary Public for

Recorded October 6, 1944 at 9 A.M.

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

We, Bills Mae Hiers, Andrew J. Hiers, Josie H. Glover, C. W. Lawson, Catherine H. Holladay and Bonnie Lee Harris, sole heirs at law of Benj. H. Hiers, deceased

In the State aforesaid, in consideration of the sum of Three hundred and forty-------- DOLLARS, to us in hand paid at and before the sealing of these presents by Mattie Williams

in the State aforesaid, 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 Mattie Williams

All that piece, parcel or tract of land situate in the County and State aforesaid, containing and containing ten acres, more or less, and bounded North by lands of Cecil Lexcey, Mrs. Alma Claxton, and estate lands of B. H. Hiers, East by the right of way of the S.C.L.R.R. Co; South by estate lands of B. H. Hiers; and West by lot No. 30 of Jim Hiott, Lot #27 of Bill James, Lot #28 and 29 of estate of B. H. Hiers, and Lot #25 of Bill Lyons for a more particular description of which reference is made to a plat of J. H. Frank and H. W. Tripp, Surveyrs of date Sept. 1944.

The lot of land conveyed by B. H. Hiers to Mrs. Bill Williams of date Oct. 1, 1938 and recorded in Book 82, at page 360, containing one acre is included in the above description.

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 Mattie Williams, her Heirs and Assigns, forever.

AND we do hereby bind ourselves, our Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Mattie Williams, her Heirs and Assigns, against us and our Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS our Hands and Seals, this 6th day of Oct. in the year of our Lord one thousand nine hundred and 44, and in the one hundred and 68th year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

H. Wayne Unger

Jas A. Fourifoy

Mrs. Bills Mae Hiers (L.S.) Mrs. C. W. Lawson (L.S.)

Mrs. Josie H. Glover (L.S.) Mrs. Bonnie Lee Harris (L.S.)

Andrew J. Hiers (L.S.) C. H. Holliday (L.S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $ 2.50
S.C. Stamps $ 1.00

Personally appeared before me Jas A. Fourifoy and made oath that he saw the within named Mrs. Bills Mae Hiers, Mrs. Josie H. Glover, Andrew J. Hiers, Mrs. C. W. Lawson, Mrs. Bonnie Lee H. Harris and C. H. Holliday sign, seal, and as their act and deed, deliver the within written Deed; and that he, with H. Wayne Unger witnessed the execution thereof.

Sworn to before me, this 6th day of October, A. D. 1944

H. Wayne Unger (SEAL)
Notary Public for S. C.

Jas A. Fourifoy

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, Haber H. Padgett, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Gladys Hiers, the wife of the within named Andrew J. Hiers, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Mattie Williams, her Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 6th day of October, Anno Domini 1944

Haber H. Padgett (SEAL)
Notary Public for S. C.

Mrs. Gladys Hiers

Recorded the above conveyance, this 6th day of October at 2:30 P.M., 1944

C.C.&R.M.C.

DEED

58

MRS. ELLA MAE HIERS TO JOSIE H. GLOVER, ET AL

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Mrs. Ella Mae Hiers,

in the State aforesaid County of Colleton in consideration of the sum of five and no/100 and partition and termination of the estate---------- DOLLARS to me in hand paid at and before the sealing of these presents by Josie H. Glover, Katie H. Holliday, Andrew M. Hiers, Mrs. C.V.H. Lawson, Mrs. Bennie Lee H. Garris

in the State aforesaid County of Colleton 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 Josie H. Glover, Katie H. Holliday, Andrew M. Hiers, Mrs. C. V. H. Lawson, Mrs. Bennie Lee H. Garris, their heirs and assigns forever,

All my right, title and interest the same being a one third (1/3) interest in and to the following described tract, saving and excepting those lots sold off by B. H. Hiers prior to his deatht

All that certain piece, parcel or tract of land situate, lying and being in Colleton County, South Carolina, known and designated as Ben H. Hiers Subdivision by plat of Harry M. Tripp, Surveyor, dated September 1944, and more particularly shown and described thereon as follows: Beginning at an iron pipe on the southeastern corner of said tract on the Bells Cross-Rose highway, known as State Highway 64, thence S 78° 0' W eleven hundred and thirty two feet (1132') along an old road across the Coast Line Railroad along lands of W. C. Hamilton Sr. and Jake Pender to a lightwood stake; thence N 66° 00' W fourteen hundred and seventy feet (1470') along lands of W. F. Norell and Postell Hiers to a stake; thence N 67° 30' W four hundred and sixty nine feet (469') to a stake on the county road; thence N 21° 45' E along the center of said County road two hundred and sixty two and 5/10 feet (262.5'); thence along the said center line N 36° 41' E one hundred and twenty eight and 4/10 feet (128.4'); thence along said center line N 41° 33' E twelve hundred and forty nine and 6/10 feet (1249.6') to a point; thence at right angles to a fence post off of said county road; thence S 64° 32' E two hundred and fifty six feet (256') to a stake on State Highway 64; thence S 34° 6' E eight hundred and thirty one and 8/0 feet (831.8') along said State Highway to a stake; thence S 36°0.1' E along said State Highway 64 five hundred and thirty three and 3/10 feet (533.3') to a stake; thence S 43° 00' E along said State Highway 64 eleven hundred and seventy eight feet (1178') to the point of beginning.

Also, all that certain piece, parcel or tract of land situate, lying and being in Colleton County, South Carolina, measuring and containing sixty two acres more or less, being in Verdier Township, and being bounded on the North by lands of Leon Rhodes; on the east by lands of Purdy Ayer; on the South by lands of W. E. Saunders; and on the West by lands of Abe Blott.
The above two described tracts being all of the estate lands of the late B. H. Hiers, except sixty five acres (65a.), known as the Home Tract, this date conveyed to me by his children.
It is part of the consideration of this deed that the above named Grantees execute and deliver to me quit claim deed to the said sixty five acres (65a.) Home Tract and all the personal estate of the late B. H. Hiers.

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 Josie H. Glover, Katie H. Holliday, Andrew M. Hiers, Mrs. C.V.H. Lawson, and Mrs. Bennie Lee H. Garris, their Heirs 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 Josie H. Glover, Katie H. Holliday, Andrew M. Hiers, Mrs. C.V.H. Lawson, and Mrs. Bennie Lee H. Heirs and Assigns, against me and my Heirs and all other persons whomsoever, Garris, their lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 6th day of October in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and sixty ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

H. Wayne Unger — Mrs. Ella Mae Hiers (L.S.)

Heber A. Padgett — (L.S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ S.C. Stamps $

Personally appeared before me Heber A. Padgett and made oath that he saw the within named Mrs. Ella Mae Hiers sign, seal, and as her act and deed, deliver the within written Deed; and that he with H. Wayne Unger witnessed the execution thereof.

Sworn to before me, this 6th day of October, A. D. 1944

H. Wayne Unger (SEAL)
Notary Public for S. C.

Heber A. Padgett

THE STATE OF SOUTH CAROLINA, Colleton County.

GRANTOR A WOMAN — RENUNCIATION OF DOWER

I, ____, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. ____ the wife of the within named ____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named ____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this ____ day of ____, Anno Domini 19____

(SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 6th day of October at 11:30 A.M. in 44

C.C.&R.M.C.

J. B. Kisher To Lewis Beach

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, J. B. Kisher

in the State aforesaid and county of Colleton in consideration of the sum of One Hundred and NO/100- - - - - - DOLLARS, to me in hand paid at and before the sealing of these presents by Lewis Beach his

in the State aforesaid 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 Lewis Beach, his heirs and assigns:

All that piece, parcel or lot of land situate lying and being in the State of South Carolina, County of Colleton, measuring and containing one hundred feet by one hundred fifty (100'x150') feet, being 100' on the north; 150' on the east; 100' on the South; and 150' on the west; and bounded as follows: North by J. B. Kisher; East by C. F. Cummings; South by My. Carmel Highway; and West by J. B. Kisher. Some being a part of that tract of land known as J. B. Kisher's Evergreen Tract.

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 Lewis Beach, his Heirs 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 Lewis Beach, his Heirs and Assigns, against me and my Heirs, and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 18th day of July in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

O. C. Carter — J. B. Kisher (L. S.)

Vernelle H. Carter — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $—, S.C. Stamps $—

Personally appeared before me Vernelle H. Carter and made oath that he saw the within named J. B. Kisher sign, seal, and as his act and deed, deliver the within written Deed; and that S he with O. C. Carter witnessed the execution thereof.

Sworn to before me, this 18th day of July 1944, A. D. 19—

O. C. Carter (SEAL) Notary Public for S. C. — Vernelle H. Carter

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, O. C. Carter, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Annie L. Kisher the wife of the within named J. B. Kisher 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 Lewis Beach his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 18th day of July 1944, Anno Domini 19—

O. C. Carter (SEAL) Notary Public for S. C. — Annie L. Kisher

Recorded the above conveyance, this 3rd day of Oct at 10:45 AM 1944 in

C.C.&R.M.C.

DEED

60

L. A. Walling to J. L. Walling

THE STATE OF SOUTH CARLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, L. A. Walling

in the State aforesaid in consideration of the sum of Eight hundred and NO/100 ($800.00) - - - - - - - - - - - - DOLLARS, to me in hand paid at and before the sealing of these presents by J. L. Walling in the State aforesaid 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 J. L. Walling, his heirs and assigns:

All that certain piece, parcel or tract of land situate, lying and being in Broxton Township, County and State aforesaid, measuring and containing Fifty (50) acres and bounded as follows: On the North by lands of L. A. Walling; on the East by lands of G. A. Walling; on the South by lands of William Walling, and on the West by lands of M. S. Freeman.

This being the same lands conveyed to me by G. A. Walling by deed dated___day of____and recorded in Book___at page___in the RMC office for Colleton County.

Also, a right of way twenty (20) feet in width over and across all that certain piece, parcel or tract of land lying and being in Broxton Township, county and State aforesaid, measuring and containing Fifty Nine (59) acres, more or less and bounded as follows: North by lands of H. J. Murdaugh; East by lands of George Frelix; South by lands of J. L. Walling, and West by lands of John Wiggins.

The said right of way to follow line between the lands hereinabove described and John Wiggins.

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 J. L. Walling, his Heirs 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 J. L. Walling, his Heirs and Assigns, against me and my Heirs, and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 11th day of September in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Sue Messing — L. A. Walling (L. S.)

I. A. Smoak — (L. S.)

THE STATE OF SOUTH CARLINA, Colleton County. Fed. Stamps $ 1.10 S.C. Stamps $ 2.00

Personally appeared before me Sue Messing and made oath that he saw the within named L. A. Walling sign, seal, and as his act and deed, deliver the within written Deed; and that S he with I. A. Smoak witnessed the execution thereof.

Sworn to before me, this 11th day of September 1944, A. D. 19

I. A. Smoak (SEAL)
Notary Public for S. C.

Sue Messing

THE STATE OF SOUTH CARLINA, Colleton County.

RENUNCIATION OF DOWER

I, Heber Polk, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Lelia Walling the wife of the within named L. A. Walling 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 J. L. Walling, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 11th day of September 1944, Anno Domini 19

Heber Polk (SEAL)
Notary Public for S. C.

Lelia Walling

Recorded the above conveyance, this 4th day of Oct at 5 P. M. 1944

C.C.&R.M.C.

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

We, Hess C. Kinsey, N. H. Burnes, and Joe H. Linder Trustees of Pine Grove Methodist Church

in the State aforesaid, in consideration of the sum of Five Hundred dollars ($500.00) ------ DOLLARS, to us in hand paid at and before the sealing of these presents by Mrs. E. N. Strickland in the State aforesaid, 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 Mrs. E. N. Strickland and her heirs and assigns

All that piece, parcel, or tract of land situated, lying and being in the County of Colleton, in Pine Grove School District No. 80, measuring and containing One and one-half (1½) acres more or less, with buildings thereon, except waste, and bounded as followers: North by lands of F. Padgett, East by lands of F. Padgett, South by Goodman of the World Lot on lands of F. Padgett, West by Road from Edisto River to Mrs. Bell Bennett's Place. This property being the property owned by Pine Grove Methodist Church.

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 Mrs. E. N. Strickland and her Heirs and Assigns, forever. AND We do hereby bind ourselves and our successors Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Mrs. E. N. Strickland, her heirs and assigns Subsequent Assigns; against us and our Heirs successors lawfully claiming, or to claim the same, or any part thereof.

WITNESS Hand and Seal, this ---- day of ----- in the year of our Lord one thousand nine hundred and ---- and in the one hundred and ----- year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

E. S. Plowden — N. H. Burnes (L. S.)

G. L. Dukes — H. C. Kinsey (L. S.)

J. H. Linder

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ 0.55 S.C. Stamps $ 1.00

Personally appeared before me E. S. Plowden and made oath that he saw the within named N. H. Burnes, H. C. Kinsey and J. H. Linder sign, seal, and as their act and deed, deliver the within written Deed; and that he with G. L. Dukes witnessed the execution thereof.

Sworn to before me, this 26th day of September, A. D. 19 44

D. T. Strickland (SEAL) Notary Public for S. C.

E. S. Plowden

THE STATE OF SOUTH CAROLINA, Colleton County. No Dower RENUNCIATION OF DOWER

I, ---------- a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. ---------- the wife of the within named ---------- did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this ---------- day of ----------, Anno Domini 19----

(SEAL) Notary Public for S. C.

Recorded the above conveyance, this 3rd day of October at 1:30 P.M., 1944

C. C. & R. M. C.

DEED

62

J. K. WILLIAMS TO MACK C. PRELAND

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

J. K. WILLIAMS of Ruffin, Colleton County, S. C.

in the State aforesaid, in consideration of the sum of One hundred fifty and no/100 ---------- DOLLARS, to me in hand paid at and before the sealing of these presents by Mack C. Preland of Colleton County

in the State aforesaid, 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 Mack C. Preland, his heirs and assigns forever,

All that piece, parcel or tract of land situated, lying and being in Bells Township, County of Colleton and the State of South Carolina consisting of ten (10) acres and bounded as follows; North by M. F. Howell, East by estate of Snipes, South by A.C.L. R.R. and West by A. Gededen.

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 Mack C. Preland, his Heirs and Assigns, forever.

AND I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Mack C. Preland, his Heirs and Assigns, against me and my Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS Hand and Seal this ---- day of ---- in the year of our Lord one thousand nine hundred and forty-four and in the one hundred and sixty-eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Natalye Scoggins — J. K. Williams (L. S.)

O. F. Scoggins — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $0.55, S.C. Stamps $1.00

Personally appeared before me Natalye Scoggins and made oath that She saw the within named J. K. Williams sign, seal, and as his act and deed, deliver the within written Deed; and that She with O. F. Scoggins witnessed the execution thereof.

Sworn to before me, this 25th day of September, A. D. 1944

O. F. Scoggins (Seal affixed) Notary Public for S. C. (SEAL)

Natalye Scoggins

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, O. F. Scoggins, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Flora Williams the wife of the within named J. K. Williams did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Mack C. Preland, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 25th day of September, Anno Domini 1944

O. F. Scoggins (Seal affixed) Notary Public for S. C. (SEAL)

Flora Williams

Recorded the above conveyance, this 3rd day of October at 9:30 A.M. in 44

E C & R M C

JENNIE M. WICHMAN ET AL TO JOHN D. GABLE

STATE OF SOUTH CAROLINA,)
TIMBER DEED.
COUNTY OF COLLETON,)

KNOW ALL MEN BY THESE PRESENTS, That we, Jennie M. Wichman, Caroline Klein and Lucile E. Finger, by Caroline Klein, her attorney in fact, of Colleton County, in the State of South Carolina, hereinafter called the vendors, for and in consideration of the sum of Twenty Thousand and no/100 ($20,000.00) Dollars and other considerations, to be paid as hereinafter set forth by John D. Gable, of Colleton County, in the State of South Carolina, hereinafter called the vendee, 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 vendee, his heirs and assigns, all the standing pine timber and pine trees fourteen (14) inches in diameter and upwards at the stump, twelve (12) inches from the ground, at the time of cutting, and also all hardwood timber and trees, except oak, suitable for sawmill purposes, and also all the fallen timber, trees and logs on the following lands, to wit:

All that piece, parcel or tract of land, situate in the County of Colleton and State of South Carolina, being the western portion of that is known as Oregon Plantation, which lies on the west side of a plantation road running through the said property, containing seven hundred (700) acres, more or less, and bounded as follows: North by County road separating same from lands of various parties; west by the plantation road leading through the said property to a gate at the end of the said road, which opens on a sand, which road separates same from the remainder of the said Oregon Plantation; South East by part of Oregon Plantation, separated therefrom by a fence running from the gate on dam to a corner; South by lands of Fraser and others; West by lands of various colored people; and North West by a County road separating it from lands of various colored people. The Northern, Southeastern, Southern, Western and Northwestern lines are established by a fence and the Eastern line is not fenced but the plantation road is the Eastern line.

And for the consideration aforesaid, the vendors hereby also grant, bargain, sell and release to the said vendee, his heirs, successors and assigns, all the rights, ways, privileges and easements, in, over and upon said land which may be useful, convenient or necessary in cutting or removing said timber and trees, or any other timber or trees whatsoever; together with the exclusive right to locate, build, construct, maintain and operate roads, tramroads, railroads, skid tracks and spur tracks, steam-skidders, mills, buildings, structures and other machinery andfixtures, appliances and methods whether now in use of hereafter invented, for the cutting and removing of said timber as said vendee, his heirs, successors and assigns, may see fit, on, over and across said land and contiguous land owned by the vendors, and to transport over said railroads, tramroads and roads any other timber, persons and articles of every kind and description; and also the right to cut, use and remove any timber and trees, fuel wood, undergrowth, brush or earth, the cutting, using or removal of which may be useful, convenient or necessary in the cutting, handling or removing the timber and trees aforesaid, or in exercising any of the rights granted hereunder, with the right at any time to remove any and all machinery and structures and other property by said vendee, his heirs, successors or assigns, placed upon said premises.

TO HAVE AND TO HOLD, all and singular the said premises, timber, trees, and rights, ways, privileges and easements unto the said vendee, his heirs, successors or assigns, as the case may be, for and during the term, time or period hereinafter specified for the cutting and removing of the said timber and trees.

AND said vendors do hereby bind their heirs, executors, administrators and successors to warrant and defend all and singular the said premises, timber, trees, rights, ways, privileges and easements unto the said vendee, his heirs, successors or assigns, against the claims and demands of all persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS HEREBY EXPRESSLY COVENANTED AND AGREED:

FIRST. That the said vendee, his heirs, successors and assigns, for the consideration hereinbefore mentioned, shall have the full term of fifteen (15) months from the date hereof to cut and remove the said timber and trees from the said land, and to exercise, use and enjoy all the rights, ways, privileges and easements granted hereunder; and should said vendee, his successors or assigns, so desire, he or they shall have the further period of one (1) year in addition to the period

above mentioned, or so much of said additional time as may be desired, for such pruposes, upon the payment, however, of Eight Hundred and No/100 ($800.00) Dollars per annum, for each additional year, payable in advance at the office of said vendee, his successors or assigns, and only after due demand made. Such extension may be had by the said vendee, his heirs, successors or assigns, whether he or they shall have begun to cut and remove the said timber and trees or to exercise any of the other rights granted hereunder within the first above named period, or not.

SECOND. That the said vendors shall and will promptly pay all taxes that are now due, or that hereafter may become due, on the said land, timber, trees and property rights; and that the said vendee, his heirs, successors or assigns, may on default by the said vendors pay said taxes, and any and all amounts so paid shall be, and are hereby, made a lien on the land for the reimbursement thereof, with interest to said vendee, his heirs, successors or assigns, in like manner as if the same were secured by a mortgage duly executed.

THIRD. That so much of said timber and trees as may be remaining on said lands, whether standing or fallen, at the expiration of the time, as hereinabove provided and fixed for the cutting and removing, shall immediately revert to and be and become the property of the said vendors, their heirs and assigns.

FOURTH. The consideration for this deed is as follows: Five Thousand and No/100 ($5,000.00) Dollars cash paid this day Three Thousand and No/100 ($3,000.00) Dollars to be paid on October 7, 1944; Three Thousand and No/100 ($3,000.00) Dollars to be paid on October 14, 1944; Three Thousand and No/100 ($3,000.00) Dollars to be paid on October 21, 1944; Three Thousand and No/100 ($3,000.00) Dollars to be paid on October 28, 1944; and Three Thousand and No/100 ($3,000.00) Dollars to be paid on November 4, 1944. The pine timber is sold on a basis of Twelve and No/100 ($12.00) Dollars per thousand feet, board measure, and the hardwood timber is sold on a basis of Eight and No/100 ($8.00) Dollars per thousand feet, board measure, except oak, and the said John D. Gabel is to keep an accurate account and render a statement to A. H. Wichman, agent for vendors, each week and, when he has cut sufficient timber to amount to $20,000.00, then he is to pay, each week, according to statement, for all timber cut during said week, over the said $20,000.00, at the rates hereinabove set forth. In the event that the timber cut does not amount to $20,000.00, no part of the said $20,000.00 is to be refunded to the said John D. Gable.

FIFTY. It is understood and agreed that vendee is also to cut all of the marketable oak timber on said lands, provided same can be marketed at a profit, and vendee to pay vendors eighty (80) per cent of the net profits therefrom.

SIXTH: All tops left from the operations shall belong to vendors, to be marketed by them as they see fit.

SEVENTH. Vendee agrees that he will keep all roads on the said lands, which are used by him, in as good condition as they now are and any roads that he builds and uses across fields, if same are planked, at the end of this contract he will remove all planks therefrom.

EIGHTH. Vendee further agrees that he will not damage any fencing or gates on the property and, if he does damage them, he will put them back in as good condition as they now are.

WITNESS our hands and seals this 27th day of September A.D., 1944.

Signed, sealed and delivered in the presence of:

J. C. Lemacks
A. H. Wichman

(Fed. Stamps $22.00)
(S.C. Stamps $40.00)

Jennie M. Wichman (SEAL)
Caroline Klein (SEAL)
Lucile K. Finger (SEAL)
By Caroline Klein
Her Attorney in Fact.

STATE OF SOUTH CAROLINA,)
COUNTY OF COLLETON.)

Personally appeared before me A. H. Wichman and made oath that he saw the within named Jennie M. Wichman, Caroline Klein and Lucile K. Finger, by Caroline Klein, her attorney in fact, sign, seal, and as their act and deed, deliver the within written Timber Deed; and that he with J. C. Lemacks witnessed the execution thereof.

A. H. Wichman

SWORN to before me this 27th day of September, A.D., 1944.
J. C. Lemacks (L.S.)
Notary Public for S. C.
Recorded October 4, 1944 at 11 A.M.

Atalie Marvin To H. C. Craven

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Atlie Marvin

in the State aforesaid, in consideration of the sum of One Thousand and NO/100- - - - - - - - - DOLLARS, to me in hand paid at and before the sealing of these presents by H. C. Craven in the State aforesaid, 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 H. C. Craven, his heirs and assigns:

All that piece, parcel or tract of land, situate just South of the Town of Walterboro, County of Colleton and State of South Carolina, containing ninety five one-hundredths (0.95) of an acre, more or less, and bounded as follows: East by State Highway NO. 303, leading from Walterboro to Green Pond; South by lands of Thompson; North West by lands of P. M. Varn and by lands of Grace Wilson, formerly J. W. Beach and Martha R. Beach, from which it is separated by the center of the old road from Walterboro to Green Pond; a canal has been dug along the old road on the North West and South West and the canal is now supposed to be the line. All of which will more fully appear by reference to a plat of said land made for Atalie Marvin by J. N. Frank, Registered Civil Engineer and Surveyor, of date September 24, 1927.

Said lot being a part of a tract of thirty (30) acres, more or less, estate lands of J. E. Moore, the said Atalie Marvin having inherited half undivided interest therein from her late father, the said J. E. Moore, and having purchased the other one half undivided interest of Hannah Blair a daughted of the said J. E. Moore, deceased, by deed dated 27 April, 1925, recorded 27 April, 1925, in the office of the Clerk of Court for Colleton County, S. C., in Book 57 page 202.

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 H. C. Craven, his Heirs 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 H. C. Craven, his Heirs and Assigns, against Me and my Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS My Hand and Seal, this 6th day of October in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

J. C. Lemacks — Atalie Marvin (L. S.)

Myrtis A. Fripp — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $1.10
S. C. Stamps $2.00

Personally appeared before me Myrtis A. Fripp and made oath that he saw the within named Atalie Marvin sign, seal, and as her act and deed, deliver the within written Deed; and that S he, with J. C. Lemacks witnessed the execution thereof.

Sworn to before me, this 6th day of October, 1944, A. D. 19

J. C. Lemacks (SEAL)
Notary Public for S. C.

Myrtis A. Fripp

THE STATE OF SOUTH CAROLINA, Colleton County.

NO RENUNCIATION OF DOWER

I, CHANTOR A. KOHAN, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of, Anno Domini 19

(SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 7th day of October at 10:30 AM 1944, in

C. C. & R. M. C.

DEED

66

Josie H. Glover et al To Mrs. Ella Mae Hiers

THE STATE OF SOUTH CAROLINA, } QUIT CLAIM DEED. KNOW ALL MEN BY THESE PRESENTS, THAT
COUNTY OF COLLETON. }

We, Josie H. Glover, Katie H. Holiday, Andrew M. Hiers, Mrs. Q. V. H. Lawson, and Mrs, Bennie Lee H. Garris, being all of the children of B. A. Hiers, deceased

in the State aforesaid County of Colleton in consideration of the sum of Five and 00/100($5.00) and partition and termination of the estate DOLLARS
to us in hand paid at and before the sealing of these presents by Mrs. Ella Mae Hiers

in the State aforesaid County of Colleton 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 Mrs. Ella Mae Hiers, her heirs and assigns forever.

All our right, title and interest in and to all that personal property and personal estate of the late B. A. Hiers, and all that certain piece, parcel or tract of land situate, lying and being in Colleton County, South Carolina, measuring and containing sixty-five (65a.) more or less, as shown by plat of Harry M. Fripp, dated March 28, 1944, beginning at an iron stake on State Highway 64 between Walterboro and Bells Cross Road N 18°10' E thirteen hundred and seventy eight feet(1378') along lands of Q. V. H. Lawson to an iron stake; thence N 86°15' E fifteen hundred and seventy six feet (1576') along lands of Edith Walker to a pine tree; thence S 2°55' W sixteen hundred and forty one feet (1641') along lands of Leon Rhodes and Frank Hiott to a stake; thence S 85°00'W thirteen hundred and sixteen feet (1316') along lands of Abe Hiott to a stake; thence N 60°25' W six hundred and seventy nine feet (679) along the right of way of State Highway 64 to the point of beginning.

This being the tract known as the home Tract of the late B. A. Hiers and conveyed to him by Mrs. Ella Mae Hiers.

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 Mrs. Ella Mae Hiers, her Heirs and Assigns, forever.
AND We do hereby bind ourselves and our Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Mrs. Ella Mae Hiers, her Heirs and Assigns, against us and our Heirs and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.
WITNESS our Hand and Seal S, this 5th day of October in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Heber R. Padgett — Josie H. Glover (LS) Katie H. Holliday (LS)
H. Kayne Unger — Andrew M. Hiers (L. S.)
Mrs. Q. V. H. Lawson (L. S.)
Mrs. Bennie Lee H. Garris

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ S.C. Stamps $

Personally appeared before me Heber R. Padgett and made oath that he saw the within named Josie H.Glover,Katie H.Holliday,Andrew M.Hiers,Mrs. Q.V.H. Lawson and Mrs. Bennie Lee Hiers sign, seal, and as their act and deed, deliver the within written Deed; and that he, with H. Kayne Unger witnessed the execution thereof.

Sworn to before me, this 5th day of October 1944, A. D. 19
H. Kayne Unger (SEAL) Notary Public for S. C.

Heber R. Padgett

THE STATE OF SOUTH CAROLINA, Colleton County. RENUNCIATION OF DOWER

I, H. Kayne Unger, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Gladys Hiers the wife of the within named Andrew M. Hiers did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Mrs. Ella Mae Hiers, her Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 5th day of October Anno Domini 19 44.

H Wayne Unger (SEAL) Notary Public for S. C. — Gladys Hiers

Recorded the above conveyance, this 6th day of October at 4 P.M. 1944

C.C.&R.M.C.

C. K. Peurifoy To Lela Gelzer

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, C. K. Peurifoy

in the State aforesaid in consideration of the sum of One Hundred and twenty five- - - - - - - - - DOLLARS, to me in hand paid at and before the sealing of these presents by Lela Gelzer

in the State aforesaid 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 Lela Gelzer------

All that piece, parcel or lot of land situate in the town of Walterboro County and State aforesaid measuring and bounding as follows: North fifty (50) feet ib a new Street East by lots Nos 12 and 13 and 14 one hundred and forty three (143) feet; South fifty (50) feet on lot of C. K. Peurifoy; and West one hundred forty three (143) feet on lot of C. K. Peurifoy

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 Lela Gelzer, her Heirs and Assigns, forever.

AND I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Lela Gelzer, her Heirs and Assigns, against HER and MY Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS HER Hand and Seal, this 9th day of Oct in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and 68th year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Rosa Smalls — C. K. Peurifoy (L. S.)

Jas. E. Peurifoy — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $ .55
S.C. Stamps $ 1.00

Personally appeared before me Rosa Smalls and made oath that he saw the within named C. K. Peurifoy sign, seal and as her act and deed, deliver the within written Deed; and that S he with Jas. E. Peurifoy witnessed the execution thereof.

Sworn to before me, this 9th day of Oct 1944, A. D. 19

Jas. E. Peurifoy (SEAL) Notary Public for S. C.

Rosa Smalls

THE STATE OF SOUTH CAROLINA, Colleton County.

no Dower Grantor a Womans RENUNCIATION OF DOWER

I, _____, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs _____ the wife of the within named _____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named _____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this _____ day of _____, Anno Domini 19____

(SEAL) Notary Public for S. C.

Recorded the above conveyance, this 9th day of Oct at 10 A. M. 1944

C C & R. M. C.

DEED

68

Mallie Small To Mack Washington

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Mallie Small

in the State aforesaid Colleton County for and in consideration of the sum of Thirty and NO/100- - - DOLLARS to me in hand paid at and before the sealing of these presents by Mack Washington

in the State aforesaid Colleton County 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 Mack Washington

All that piece, parcel or tract of land situate in Cottageville, School District, Sheridan Township, containing one and one half (1-1/2) acres and bounded as follows on the North by lands of Mrs. B. H. Willis; on the East by lands of Carrie Spell; on the South by lands of P. B. Ackerman and on the West by lands of Mack Washington

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 Mack Washington, his Heirs 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 Mack Washington, his Heirs and Assigns, against me and my Heirs, lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 14th day of Oct in the year of our Lord one thousand nine hundred and forty-three and in the one hundred and sixty-seventh year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

B. B. Ackerman — Mallie Smalls (L. S.)

P. B. Ackerman — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ S.C. Stamps $

Personally appeared before me B. B. Ackerman and made oath that he saw the within named Mallie Small sign, seal and as his act and deed, deliver the within written Deed; and that he with P. B. Ackerman witnessed the execution thereof.

Sworn to before me, this 14th day of Oct 1943, A. D. 19

P. B. Ackerman (SEAL)
Notary Public for S. C.

B. B. Ackerman

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I P. B. Ackerman a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Eva C. Small the wife of the within named Mallie Small 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 Mack Washington, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 14th day of Oct 1943, Anno Domini 19

P. B. Ackerman (SEAL)
Notary Public for S. C.

Eva C. Small

Recorded the above conveyance, this 9th day of Oct at 9 A. M. 1944

C.C.& R.M.C.

ELLA MAE HIERS, ET AL TO H. F. PRICE

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

We, Ella Mae Hiers, Andrew J. Hiers, Josie H. Glover, C. V. Lawson, Katherine Holliday and Bennie Lee Harris, sole heirs at law of Benj. H. Hiers, deceased

In the State aforesaid County of Colleton in consideration of the sum of Seventy and no/100 ($70.00) ---------- DOLLARS, to us in hand paid at and before the sealing of these presents by H. F. Price

In the State aforesaid County of Colleton 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 H. F. Price, his heirs and assigns forever,

All that piece, parcel or lot of land situate in the County of Colleton and State aforesaid, measuring and containing two and one fourth (2-1/4 a.) acres more or less, being lot #7 of a plat of the Estate lands of B. H. Hiers by Harry M. Fripp and J. M. Frank, Surveyor, of date September 1944, bounded on the North by lot No. 6 of Gertie Solis Berry Mott; East by old road from Walterboro to Bells; South by lot No. 8, lands of the estate of B. H. Hiers; and West by the right of way of the A.C.L. Railroad Company. For a more particular description of which reference is made to a plat of the B. H. Hiers land made by Harry M. Fripp and J.M. Frank, Surveyor, of date September 1944.

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 H. F. Price, his Heirs and Assigns, forever.

AND we do hereby bind ourselves and our Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said H. F. Price, his Heirs and Assigns, against us and our Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS OUR Hands and Seals, this 5th day of October in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and sixty ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

H. Wayne Unger
Jas A. Fourifoy

Mrs. Ella Mae Hiers (L.S.) Mrs. C. V. Lawson (L.S.)
Mrs. Josie H. Glover (L.S.) K. H. Holliday (L.S.)
Andrew J. Hiers (L.S.) Mrs. Bennie Lee H. Harris (L.S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $ ____
S.C. Stamps $ ____

Personally appeared before me Jas A. Fourifoy and made oath that he saw the within named Ella Mae Hiers, Andrew J. Hiers, Josie H. Glover, C. V. Lawson, Katherine Holliday and Bennie Lee Harris sign, seal, and as their act and deed, deliver the within written Deed; and that he with H. Wayne Unger witnessed the execution thereof.

Sworn to before me, this 5th day of October A. D. 1944.

H. Wayne Unger (SEAL)
Notary Public for S. C.

Jas A. Fourifoy

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, Heber H. Padgett, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Gladys Hiers, the wife of the within named Andrew J. Hiers did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named H. F. Price, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 5th day of October, Anno Domini 1944.

Heber H. Padgett (SEAL)
Notary Public for S. C.

Mrs. Gladys Hiers

Recorded the above conveyance, this 9th day of October at 12 M., 1944

C C & R M C

DEED

70

Melvin C. Crosby To K. O. Benton & Latha Benton

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Melvin C. Crosby

in the State aforesaid County of Colleton in consideration of the sum of One Hundred and Fifty and NO/100 ($150.00) - - - - DOLLARS, to me in hand paid at and before the sealing of these presents by K. O. Benton and Latha Benton

in the State aforesaid County of Colleton 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 K.O.Benton and Latha Benton, their heirs and assigns:

All that certain piece, parcel or lot of land situate, lying and being near the Town of Walterboro, Colleton County, South Carolina, adjacent to the Walterboro Airport and shown and described on plat by J. W. Bryan dated February 1936, recorded in the Office of Clerk of Court October 16, 1941 in Book I at page 708 as lot #30 bounded on the North by lot #31 property of K. O. Benton and Latha Benton; on the South by lot #29; and on the East by Francis Street. This being part of the same lots conveyed by F. J. Lucas by his deed dated 4 October 1943, recorded in the Office of Clerk of Court of Colleton County 13 September 1943 in Book 86 at page 200, to Melvin C. Crosby.

This conveyance includes all lumber and building material on the said lot and on the land conveyed to K. O. Benton and Lathabenton by deed of Melvin C. Crosby dated 16 September 1944.

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 K. O. Benton and Latha Benton, their Heirs 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 K. O. Benton and Latha Benton, their Heirs and Assigns, against me and my Heirs and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 27 day of September in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Florence V. Gansheimer

H. Wayne Unger

his
Melvin C. x Crosby (L. S.)
mark

(L. S.)

THE STATE OF SOUTH CAROLINA,
Colleton County.

Fed. Stamps $ .55
S.C. Stamps $ 1.00

Personally appeared before me Florence V. Gansheimer and made oath that he saw the within named Melvin C. Crosby sign, seal, and as his act and deed, deliver the within written Deed; and that S he saw with H. Wayne Unger witnessed the execution thereof.

Sworn to before me, this 27 day of September 1944, A. D. 19

H. Wayne Unger (SEAL)
Notary Public for S. C.

Florence V. Gansheimer

THE STATE OF SOUTH CAROLINA,
Colleton County.

RENUNCIATION OF DOWER

I, H. Wayne Unger, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Bessie Crosby the wife of the within named Melvin C. Crosby did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named K. O. Benton and Latha Benton, their Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 7th day of October 1944, Anno Domini 19

H. Wayne Unger (SEAL)
Notary Public for S. C.

Mrs. Bessie Crosby

Recorded the above conveyance, this 11th day of Oct at 12m., 1944, in

CCoRMC

J. B. Risher To Mrs. J. C. Lane

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, J. B. Risher

in the State aforesaid and County of Colleton in consideration of the sum of Three Hundred and NO/100- - - - - DOLLARS, to me in hand paid at and before the sealing of these presents by Mrs. J. C. Lane

in the State aforesaid and County of Colleton 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 Mrs. J. C. Lane, her heirs and assigns:

All that piece, parcel or lot of land situate lying and being in Colleton County, South Carolina, measuring three hundred (300) feet on the northern boundary; two hundred (200) feet on the eastern boundary; three hundred (300) feet on the southern boundary and two (200) feet on the western boundary and being bounded as follows: North by Mr. Martin and J. B. Risher; East by J. B. Risher; South by Mr. _____ Palmer and J. B. Risher; and West by Bells Highway. Same being a portion of that tract of land known as J. B. Rishers' Evergeen tract.

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 Mrs. J. C. Lane, her Heirs 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 Mrs. J. C. Lane, her Heirs and Assigns, against me and my Heirs, and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS MY Hand and Seal, this 12th day of September in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Athalee R. Ruff — J. B. Risher (L. S.)

Vernelle R. Carter — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $0.55
S.C. Stamps $1.10

Personally appeared before me Athalee R. Ruff and made oath that he saw the within named J. B. Risher sign, seal, and as his act and deed, deliver the within written Deed; and that she with Vernelle R. Carter witnessed the execution thereof.

Sworn to before me, this 12th day of September 1944, A. D. 19__

Vernelle R. Carter (SEAL)
Notary Public for S. C.

Athalee R. Ruff

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I Vernelle R. Carter, a Notary Public for S. C. do hereby certify, unto all whom it may concern, that Mrs. Annie L. Risher the wife of the within named J. B. Risher 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 Mrs. J. C. Lane, her Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 12th day of September 1944, Anno Domini 19__

Vernelle R. Carter (SEAL)
Notary Public for S. C.

Annie L. Risher

Recorded the above conveyance, this 10th day of Oct at 11 A. M. 1944, in

C. C. & R. M. C.

DEED

72

J. G. Thompson To E. P. Breland

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, J. G. Thompson

In the State aforesaid, in consideration of the sum of One Thousand Five Hundred and NO/100- - - - - - DOLLARS, to me in hand paid at and before the sealing of these presents by E. P. Breland

In the State aforesaid, 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 E. P. Breland, his heirs and assigns

All the timber and trees growing, lying or being upon the tract of land, hereinafter, described, for the full period of ten (10) years from October 20, 1939, with the full right and privilege to the said grantee, his heirs and assigns, during said period of ten (10) years from October, 20, 1939, to use for turpentine or for any other purpose the said timber, trees and logs and to cut and remove the same, using such rights of way, underbrush, earth or other material as grantee may desire in so doing and using such machinery and logging equipment as may be necessary or desirable in his logging operations, the grantee to have such logging rights as are usually incorporated in a timber deed and for the full period of ten (10) years from October, 20, 1939, on the following described tract of land, to wit:

All that piece, parcel or tract of land, situate, lying and being in Bells Township, Colleton County, State of South Carolina, known as the Godley tract, made up of the two tracts of land conveyed to J. D. Benton by J. M. Benton by deed dated February 4, 1920, and recorded in the office of the Register of Mesne Conveyance for Colleton County in Book 48, at page 562 measuring and containing two hundred and thirty three and sixteen hundredths (233.16) acres, more or less, and being bounded, now or formerly, on the North by lands of Givens; on the East by lands of Hutson and of Getsinger; on the South by public road leading from Walterboro to Barnwell, South Carolina; and on the West by lands of Varn, all of which will more fully appear by reference to plat of said tract made by McCrady Brothers, Engineers, of Charleston, South Carolina, February 23, 1912, according to note thereon by J. M. Frank, Surveyor, December 12, 1921. This being the tract of land conveyed to J. G. Thompson by The Federal Land Bank, of Columbia, by deed dated 30 September, 1936, and recorded in the RMC. office for Colleton County in Book 82, at page 44. Being the same lands conveyed to J. A. Trippe by J. G. Thompson and Marion Givens by deed dated 20 October, 1939, recorded 6 December, 1939, in the office of Clerk of Court for Colleton County, S. C. in Book 77, page 576.
The timber and trees and timber rights, hereby conveyed for the period therein specified, being the same timber, trees and timber rights as were reserved by J. G. Thompson, his heirs, and assigns, in that certain deed executed by J. G. Thompson and Marion Givens to J. A. Trippe, dated 20 October, 1939, recorded 6 December, 1939 in the office of Clerk of Court for Colleton County, S. C., in Book 77, page 576.

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 E. P. Breland& his Heirs 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 E. P. Breland& his Heirs and Assigns, against Me and my Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS MY Hand and Seal this 10th day of October in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

J. C. Lemacks — J. G. Thompson (L. S.)
Myrtis A. Fripp — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.
Fed. Stamps $1.65
S.C. Stamps $3.00

Personally appeared before me Myrtis A. Fripp and made oath that he saw the within named J. G. Thompson sign, seal, and as his act and deed, deliver the within written Deed; and that s he, with J. C. Lemacks witnessed the execution thereof.

Sworn to before me, this 10th day of October 1944, A. D. 19
J. C. Lemacks (SEAL)
Notary Public for S. C.

Myrtis A. Fripp

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, Myrtis A. Fripp, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Bennie Lee Thompson the wife of the within named J. G. Thompson 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 E. P. Breland, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 10th day of October 1944 her A. D. 19
Myrtis A. Fripp (SEAL)
Notary Public for S. C.
Bennie Lee x Thompson
mark

Recorded the above conveyance, this 11th day of Oct at 3:30 P. M. 1944

C C & R M C

IN THE DISTRICT COURT OF THE UNITED STATES

FOR THE EASTERN DISTRICT OF SOUTH CAROLINA

CHARLESTON DIVISION

UNITED STATES OF AMERICA, Petitioner, -vs- 1,894.4 Acres of Land, more or less, situate in the County of Colleton, State of South Carolina, and Irvine Fishburne, et al., Defendants.	CIVIL ACTION NO. 806 JUDGMENT (DECLARATION OF TAKING NO. 1; TRACT NO. B-29)

This day comes the Petitioner in the above-entitled cause, the United States of America, by Claud N. Sapp, Esq., United States Attorney, Ben Scot Whaley, Esq., Assistant United States Attorney, and James B. Heyward, Esq., Special Attorney, and moves the Court to enter a Judgment with respect to the tract of land hereinafter described and embraced within the above-entitled proceeding, decreeing the fee simple title thereto, subject to existing easements for public roads and highways, for public utilities, for railroads and for pipe lines, to have become vested in the United States of America upon the filing herein of a Declaration of Taking, and the deposit made therewith; ordering a disbursement of the deposit made, as hereinafter set forth, confirming the Verdict of the Jury and giving judgment for the benefit of certain defendants hereinafter named; and

It having been caused to appear to the satisfaction of this Court:

1. That a Petition for Condemnation and Order for Possession thereon were duly filed at the request of the Secretary of War in the above entitled cause on June 23, 1942; that an Amended Petition for Condemnation No. 1 and Declaration of Taking No. 1 by the Secretary of War were duly filed in the above entitled cause on November 7, 1942, by the Petitioner herein against the tract of land which is the subject matter of this proceeding; that thereupon deposited with the Registry of this Court simultaneously with the filing of said Declaration of Taking No. 1 the sum of Nine thousand Five hundred Ninety and No/100ths ($9,590.00) Dollars as the estimated compensation for the taking of Thirteen (13) Tracts of land, including the tract of land hereinbelow described, there being deposited for said Tract No. B-29, purported owner Joseph White, the sum of Nine hundred and No/100ths ($900.00) Dollars. That the Judgment of this Court on the Declaration of Taking No. 1 was duly filed herein on November 7, 1942, decreeing the fee simple title to the tracts of land therein described, subject to existing easements for public roads and highways, for public utilities, for railroads, and for pipe lines, to have become vested in the United States of America upon the filing of said Declaration of Taking No. 1 and the making of the said deposit as above stated, and the right to just compensation vested in the parties entitled thereto.

2. That of said Thirteen (13) Tracts included in said Declaration of Taking No. 1, Twelve (12) Tracts have been previously disposed of by this Court under Judgments thereon; that the following is a correct description of the tract of land which is the subject matter of this Judgment:

TRACT NO. B-29:

All that certain piece, parcel or tract of land located in Colleton County, South Carolina, containing sixty-four and eight-tenths (64.8) acres, more or less, and bounded as follows: On the North by the lands of J. L. Blocker; on the Southeast by the lands of Genie Wilder Seigler and the lands of John F. Nettles; on the Southwest by the lands of the Walterboro Airport and on the West by the lands of G. L. Blocker. Said tract of land being more particularly described by bearings and distances as follows: Beginning at a point which is a common corner between the instant tract of land and the lands of the Walterboro Airport and running thence North forty-one degrees forty-five minutes West (N 41°-45'W) 38.50 chains to a point; thence North twenty-seven degrees forty-five minutes East (N27°-45'E) 8.45 chains to a point; thence South sixty-eight degrees East (68°E) 42.75 chains to a point; thence South forty degrees forty-five minutes West (S40°-45' W) 26.65 chains to the point of beginning. All of which will more fully and at large appear by reference to a map or plat thereof made by Everette A. Stoneland, dated August 29, 1942. Being a part of that certain tract of land conveyed by A. H. Wichman to Joseph White in deed recorded in the Office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 81, Page 467.

3. That a Second Amendment to Amended Petition for Condemnation No. 1, Order thereon and Notice issued in pursuance thereof, were duly filed herein on December 2, 1943, under which all parties having an interest in said lands were required to file their returns on or before the 14th day of January A.D., 1944, being more than Twenty (20) Days after service of the said Notice upon them; that as appears by Affidavit of Default filed herein, no Answer or Returns were filed herein with respect to the tract of land hereinabove described, other than the ostensible owner, Joseph White, except by I. M. Pearlstine and Sons, claiming as mortgagee.

4. That at the January, 1944, term of this Court, the matter of just compensation for the taking of said land was submitted to a jury, and its Verdict was duly filed herein on January 24, 1944, which Verdict is in substance as follows:

TRACT NO.	JUST COMPENSATION
B-29, Joseph White	$900.00

5. That it has further been made to appear to this Court that the following party was at the time of the taking of said lands the ostensible owner of the tract of land below set forth:

AS TO TRACT NO. B-29:

Joseph White

6. And it having been made to appear to this Court that it has been agreed between the ostensible owner of said tract No. B-29 and I. M. Pearlstine and Sons, the Mortgagee Claimant, that there shall be paid to the said I. M. Pearlstine and Sons the sum of Two Hundred and No/100 ($200.00) Dollars in full satisfaction of all claims against the land herein described,

NOW THEREFORE, upon consideration of the foregoing matters, the record made herein, the Verdict of the Jury as above set forth, and the Statutes in such cases made and provided, it is

ORDERED:

(1) That the Verdict of the Jury filed herein on January 24, 1944, be and the same is hereby in all respects confirmed, and the sum therein stated as just compensation for the taking and condemning of the said tract of land is hereby approved and confirmed.

(2) That simultaneously upon the filing of said Declaration of Taking No. 1 on November 7, 1942, and the deposit made thereunder, as above stated, by the United States of America, Petitioner herein, all right, title, interest, claims and estate of any character whatsoever belonging to any and every person whomsoever in and to the tract above described, became divested from and out of the parties up to that time entitled thereto, and an unencumbered title to the tract and the improvements thereon thereupon became vested in the United States of America and its assigns, in fee simple, subject to existing easements for public roads and highways, for public utilities, for railroads and for pipe lines, and all then valid liens and claims against the said tract became transferred from the same to the said fund so deposited in the Registry of the Court to the end that the United States of America took an unencumbered title to the tract in question, free and discharged of all liens and claims whatsoever.

(3) That the Clerk of this Court do forthwith issue his checks to the parties hereinafter listed, and that he do take their receipts therefor:

TRACT NO. B-29:

TO: Sheriff of Colleton County, S.C.,
in payment of 1942 taxes.....$13.79

TO: I. M. Pearlstine & Sons and Jefferies
McLeod and Unger, Attorneys.....$200.00

TO: Joseph White, Albertha White, his wife,
Minnie White, as Guardian of Joseph
White, and I. A. Snook, Attorney.....$686.21

(4) That all Defendants named as parties defendant in the Order and Notice filed herein on December 2, 1943, insofar as the tract which is the subject of this Judgment is concerned, saving and excepting those Defendants above listed, are hereby adjudged to be in default and to have no further interest in these proceedings or in the amount deposited in the Registry of this Court, and are hereby adjudged to have no right, title to, or any interest in any of the land hereinabove described.

This cause is hereby declared to be terminated and ended insofar as same relates to the premises hereinabove described.

Oct. 3, 1944. J. Waties Waring, UNITED STATES JUDGE

A TRUE COPY, ATTEST
Ernest L. Allen, Clerk of U.S. District Court
Asst. Dist. So. Carolina (Seal affixed)

Recorded Oct. 9, 1944 at 10 A.M.

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, S. W. Sanders,

In the State aforesaid, in consideration of the sum of One Thousand and Thirty Seven and No/100---------- DOLLARS, to me in hand paid at and before the sealing of these presents by Addie T. Garvin

In the State aforesaid, 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 Addie T. Garvin, her heirs and assigns,

All that piece, parcel or lot of land, together with the buildings and improvements thereon, situate near the Eastern boundary of the Town of Walterboro, in the County of Colleton and State of South Carolina, containing three (3) roods and nineteen (19) perches, more or less, and bounded as follows: North by lands of Mrs. E. K. Francis; East by lands of Mrs. E.K.Francis; South by Savage Street (formerly known as Williams Street); West by lands of Mrs. Thelma Still, formerly Morris. Being the same premises which were conveyed to W. K. Ritter by S. W. Hawe by deed dated 2 February, 1920, being same premises conveyed to S. W. Sanders by Ella Ritter, et al, by deed dated 14 January, 1944, recorded 15 January, 1944, in the office of Clerk of Court for Colleton County, S. C., in Book 86, page 39.

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 Addie T. Garvin, her Heirs 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 Addie T. Garvin, her Heirs and Assigns, against me and my Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 6th day of October in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

J. C. Lemacks — S. W. Sanders (L. S.)

Myrtis A. Fripp — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $1.65
S.C. Stamps $3.00

Personally appeared before me Myrtis A. Fripp and made oath that he saw the within named S. W. Sanders sign, seal and as his act and deed, deliver the within written Deed; and that he with J. C. Lemacks witnessed the execution thereof.

Sworn to before me, this 6th day of October, A. D. 1944.

J. C. Lemacks (SEAL)
(Seal affixed) Notary Public for S. C.

Myrtis A. Fripp

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, J. C. Lemacks, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Lillie Belle Sanders the wife of the within named S. W. Sanders did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Addie T. Garvin, her Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 6th day of October, Anno Domini 1944.

J. C. Lemacks (SEAL)
(Seal affixed) Notary Public for S. C.

Lillie Belle Sanders

Recorded the above conveyance, this 7th day of October at 11:30 A.M., in 44

C.C.&R.M.C.

DEED

76

W. C. SAUNDERS TO HOMER V. SAUNDERS, ET AL

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, W. C. Saunders,

in the State aforesaid in consideration of the sum of forty and no/100 ---------- DOLLARS, to me in hand paid at and before the sealing of these presents by Homer V. Saunders, E. L. Maxey and Mrs. Inez Saunders, as trustees of Stokes School District No. 42,

in the State aforesaid 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 Homer V. Saunders, E. L. Maxey and Mrs. Inez Saunders, as trustees of Stokes School District No. 42, their successors in office and assigns:

All that piece, parcel or tract of land, situate in Stokes School District, County of Colleton and State of South Carolina, containing two (2) acres, and measuring, on the front on the Southwest on road, two hundred (200) feet; measuring on the back, on the North East, two hundred (200) feet; measuring on the Southeastern and Northwestern lines respectively four hundred and thirty five and six-tenths (435.6) feet, the Southeastern and the Northwestern lines being the ditch lines; and bounded as follows: North East by lands of W. C. Saunders; South East by lands of W. C. Saunders, a ditch being the line; and South West by the public road leading from Stokes, S. C., to Ruffin, S. C., said tract hereby conveyed being a part of what is known as the Jim Adams tract.

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 Homer V. Saunders, E. L. Maxey and Mrs. Inez Saunders, as trustees of Stokes School District No. 42, their successors in office 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 Homer V. Saunders, E. L. Maxey and Mrs. Inez Saunders, as trustees of Stokes School District No. 42, their successors in office and assigns, against me and my Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal this 21st day of September in the year of our Lord one thousand nine hundred and forty-two, and in the one hundred and sixty-seventh year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

J. C. Lemacks — W. C. Saunders (L. S.)

Myrtle A. Fripp — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ S. C. Stamps $

Personally appeared before me Myrtle A. Fripp and made oath that she saw the within named W. C. Saunders sign, seal, and as his act and deed, deliver the within written Deed; and that she with J. C. Lemacks witnessed the execution thereof.

Sworn to before me, this 21st. day of September A. D. 19 44
J. C. Lemacks (SEAL)
Notary Public for S. C.

Myrtle A. Fripp

THE STATE OF SOUTH CAROLINA, Colleton County.

NO RENUNCIATION OF DOWER NECESSARY

I, ____, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. ____ the wife of the within named ____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named ____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this ____ day of ____, Anno Domini 19____

(SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 1st day of November at 10:30 A.M., 1944

CC&RMC

Form 88 LEROY PENDER TO H. A. HEDBERG Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 7th day of December 1943, between Leroy Pender (single man)

Postoffice Walterboro, S. C. R.F.D. #4 hereinafter called Lessor (whether one or more), and H. A. Hedberg, Fort Worth, Texas hereinafter called Lessee;

WITNESSETH:

FIRST: Lessor, in consideration of One ----- Dollars ($ 1.00), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and thereform, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigations, development and operations, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to Lessor; said land being situated in Colleton County, State of South Carolina, and described as follows:

being 122 acres more or less and described as follows.
being bounded on the North by 20 acres of land contracted to be sold by me to Paul Jeneratt and bounded on the East by lands of Myrtice Berry and bounded on the South by lands of Tom Rivers and bounded on the West by lands of J. A. Pender.

(It is the intention of this conveyance to cover all lands owned by me in Colleton County.)

containing 122 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as developement, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of five cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty on purchased during the preceding month.

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to Farmers and Merchants Bank of Walterboro, S. C. for deposit to Lessor's credit, and Lessee, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the terms provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operations to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessor, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

H. B. Fender — Leroy Fender (L. S.)

W. G. Burrage (L. S.)

(L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,

County of Colleton

Personally appeared before me W. G. Burrage

and made oath that he saw the within named Leroy Fender

sign, seal and as his act and deed deliver the within written Lease; and that he with H. B. Fender

witnessed the execution thereof.

SWORN to before me this 10th day of December A. D. 19 43

Cora Varn (L. S.)
Notary Public for S. C.

W. G. Burrage

STATE OF SOUTH CAROLINA,

County of

RENUNCIATION OF DOWER

I, , do hereby certify unto all whom it may concern, that

Mrs. the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this

day of A. D. 19

(L. S.)
Notary Public for S. C.

Recorded 7th day of October 19 44 at 3 P. M. #Check

Form 88 Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 7th day of December 1943, 19__, between Irene Hudson

Postoffice Walterboro S. C, hereinafter called Lessor (whether one or more), and R. A. Redberg Fort Worth Texas, hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of One Dollars ($ 1.00), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to Lessor; said land being situated in Colleton County, State of South Carolina, and described as follows:

Being 105 acres of land more or less and described as follows: First Tract: 68 acres of land described as follows, being bounded on the North by lands if Kinard Estate, and bounded on the East by lands of J. C. Kinsey and Dr. Matthews and bounded on the South by lands of Mrs. M. D. Breland and bounded on the West by lands of M. D. Breland Second Tract; Being 37 acres of land described as follows. bounded on the North by lands of O'Quinn on the East by A. L. Hudson on the South by M. H. Padgett on the West by Mrs. M. D. Breland. It is the intention of this description to cover all lands owned by me in Colleton County

containing 105 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as developments, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of Five cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, so required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to Bank of Walterboro Bank of Walterboro S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee in said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operation to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part to the estate of Lessor, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made to the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

R. G. Burrage	Irene Hudson (L. S.)
Cora Varn	(L. S.)
	(L. S.)
	(L. S.)

STATE OF SOUTH CAROLINA,

County of Colleton

Personally appeared before me R. G. Burrage

and made oath that he saw the within named Irene Hudson sign, seal and as her act and deed deliver the within written Lease; and that he with Cora Varn witnessed the execution thereof.

SWORN to before me this 10th day of December 1943 A. D. 19

Cora Varn (L. S.)
Notary Public for S. C.

R. G. Burrage

STATE OF SOUTH CAROLINA,

County of

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this day of A. D. 19

(L. S.)
Notary Public for S. C.

Recorded 7th day of October 1944 at 3 P. which

Form 88 KATE BRELAND ET AL TO H. L. HEDBERG Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 6th day of December 1943, between Kate Breland, atta Breland and Mrs. Jessie E. Givens and A. C. Breland

Postoffice R.F.D. #1 Ruffin, S. C., hereinafter called Lessor (whether one or more), and H. L. Hedberg, North North, Texas, hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of One-------

Dollars ($ 1.00), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to Lessor; said land being situated in Colleton County, State of South Carolina, and described as follows:

being 320 acres of land more or less and described as follows.
being bounded on the west by lands of Martin and Hudson and bounded on the South by lands Padgett and bounded on the East by the lands of Hudson, O'Quinn, Crosby and Breland and being bounded on the North by Crosby and Griffin

containing 320 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and so long thereafter as development, drilling or reworking operations are conducted on said land, and/or so long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of five cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, so required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

82

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (⅛) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to Farmers and Merchants Bank of Walterboro, S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessee only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operation to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessee, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

W. G. Burrage	L.C. Breland (L. S.)
Cora Vern	Atta Breland (L. S.)
	Kate Breland (L. S.)
	Mrs. Jessie B. Givens (L. S.)

STATE OF SOUTH CAROLINA,
County of Colleton

Personally appeared before me W. G. Burrage and made oath that he saw the within named L.C.Breland, Atta Breland, Kate Breland and Jessie B. Givens sign, seal and as their act and deed deliver the within written Lease; and that he with Cora Vern witnessed the execution thereof.

SWORN to before me this 10th day of December A. D. 1943

Cora Vern (L. S.)
Notary Public for S. C.

W. G. Burrage

STATE OF SOUTH CAROLINA,
County of

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this day of A. D. 19

Notary Public for S. C. (L. S.)

Recorded 7th day of October in 44 at 3 P.M. Attest.

Form 88 S. L. LYONS ET AL TO H.A. HODBERG Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 9th day of December, 1913, between

S. L. Lyons and wife Ethel Lyons

Postoffice R.F.D.# 4 Walterboro, S. C. hereinafter called Lessor

(whether one or more), and H. A. Hodberg, Fort Worth, Texas hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of One ------

Dollars ($ 1.00), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigations, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to Lessor; said land being situated in Colleton County, State of South Carolina, and described as follows:

Being 102 acres of land more or less, and described as follows,
Being bounded on the north by the lands of J. D. O'Quinn
Being bounded on the East by the lands of Joe Green and Beach lands
Being bounded on the South by the lands of Herman Fender
being bounded on the West by the lands of Herman Fender

(It is the intention of this description to cover all lands owned by us in Colleton County.)

containing 102 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of five cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, so required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

DEED

84

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to The Bank of Walterboro Bank of Walterboro, S. C. for deposit to Lessor's credit, and Lessee, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit: provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operations to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessor, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term beyond. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

W. G. Burrage — B. L. Lyons (L. S.)
Cora Vern — Athel Lyons (L. S.)
(L. S.)
(L. S.)

STATE OF SOUTH CAROLINA,
County of Colleton

Personally appeared before me W. G. Burrage
and made oath that he saw the within named B. L. Lyons
sign, seal and as his act and deed deliver the within written Lease; and that he with Cora Vern
witnessed the execution thereof.

SWORN to before me this 10th
day of December A. D. 1943
Cora Vern (L. S.)
Notary Public for S. C.

W. G. Burrage

STATE OF SOUTH CAROLINA,
County of Dolle on

RENUNCIATION OF DOWER

I, Cora Vern, notary public do hereby certify unto all whom it may concern, that
Mrs. Athel Lyons the wife of the within named B. L. Lyons
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 H. A. Hedberg
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 10th
day of December A. D. 1943
Cora Vern (L. S.)
Notary Public for S. C.

Recorded 7th day of October 1944 at 3 P.M. which

Form 88 W. F. KINARD ET AL TO H. B. HEDBERG Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 8th day of December, 1943, between

W. F. Kinard and wife Willie Kinard

Postoffice R.F.D. #1 Ruffin, S. C. hereinafter called Lessor (whether one or more), and H. B. Hedberg, Forth Worth, Texas hereinafter called Lessee;

WITNESSETH:

FIRST: Lessor, in consideration of One ($1.00) Dollars, and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to Lessor; said land being situated in Colleton County, State of South Carolina, and described as follows:

being 136 acres more or less and described as follows.
being bounded on the North by the lands of Brooks Duke and being bounded on the East by the lands of J. D. Ramsey and being bounded on the South by the lands of Wyman Hyatt and being bounded on the West by the lands of J. C. Kinsey.

(It is the intention of this description to cover all landsowned by us in Colleton County.)

containing 136 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of five cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

DEED

86

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or may one or more of them, at the above postoffice address, or to The Bank of Walterboro Bank of Walterboro, S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue to the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operation to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessee, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

W. G. Burrage — W. F. Kinard (L. S.)

Cora Varn — Ollie Kinard (L. S.)

(L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,

County of Colleton

Personally appeared before me W. G. Burrage

and made oath that he saw the within named W. F. Kinard

sign, seal and as his act and deed deliver the within written Lease; and that he with Cora Varn

witnessed the execution thereof.

SWORN to before me this 10th day of December A. D. 1943

Cora Varn (L. S.)
Notary Public for S. C.

W. G. Burrage

STATE OF SOUTH CAROLINA,

County of Colleton

RENUNCIATION OF DOWER

I, Cora Varn, a notary public, do hereby certify unto all whom it may concern, that Mrs. Ollie Kinard the wife of the within named W. F. Kinard 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 H. A. Hadberg 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 10th day of December A. D. 1943

Cora Varn (L. S.)
Notary Public for S. C.

Recorded 7th day of October 1944 at 3 P.M. ____

Form 88 Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 8th day of December 1943, 19__, between H. C. Fender:

Postoffice Walterboro S. C., hereinafter called Lessor (whether one or more), and H. A. Hedberg Fort Worth Texas, hereinafter called Lessee;

WITNESSETH:

FIRST: Lessor, in consideration of One---- Dollars ($ 1.00), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to Lessor; said land being situated in Colleton County, State of South Caroline, and described as follows:

Being 350 acres of land more or less and described as follows. Being bounded on the north by the lands of John Fender and former Rivers land, being bounded on the East by the lands of J. E. Fender and Leo Lyons, being bounded on the South by the lands of Blocker and the old State Highway being bounded on the West by the lands of Mrs. J. G. O'Quinn and H. C. Hott. It is the intention of this description to cover all lands owned by me in Colleton County

containing 350 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or so long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of fifty cent per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, so required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

SEVENTH: Lessee to pay Lessor the market value, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above post-office address, or to Farmers and Merchants Bank Bank of Kelterboro S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental fall due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessor's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operation to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part to the name of Lessor, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

C. G. Hiers — H. C. Fender (L. S.)

H. G. Burrage (L. S.)

(L. S.)

(L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,

County of Colleton

Personally appeared before me H. G. Burrage

and made oath that he saw the within named H. C. Fender

sign, seal and as his act and deed deliver the within written Lease; and that he with C. G. Hiers

witnessed the execution thereof.

SWORN to before me this 10th
day of December 1943 A. D. 19

Cora Varn (L. S.)
Notary Public for S. C.

H. G. Burrage

STATE OF SOUTH CAROLINA,

County of

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern, that

Mrs. the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this
day of A. D. 19

Notary Public for S. C. (L. S.)

Recorded 7th day of October 1944 19 at 3 P. o'clock

Form 88 Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 13th day of December 1943, by and between J. A. Trippe and wife Pearl Trippe

Postoffice R. F. D. #1 Ruffin, S. C. hereinafter called Lessor (whether one or more), and H. A. Hedberg Fort Worth Texas hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of One Dollars ($ 1.00), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, homes for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to Lessor: said land being situated in Colleton County, State of S. C., and described as follows:

Being 233½ acres of land more or less and described as follows, being bounded on the north by the lands of Lee Givens and Laurel Givens; being bounded on the East by lands of Cleve Hudson and Mrs. Sinai Benton; being bounded on the West by the lands of J. C. Crosby.
It is the intention of this description to cover all lands owned by us in Colleton County S. C.

containing 233½ acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of five cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencements of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (⅛) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (⅛) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessor, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or may one or more of them, at the above postoffice address, or to Farmers an Merchants Bank Bank of Walterboro S. C. for deposit to Lessor's credit, and Lessee, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operation to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessee, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

W. G. Burrage	J. A. Tripp (L. S.)
Cora Varn	Mrs. Pearl Tripp (L. S.)
	(L. S.)
	(L. S.)

STATE OF SOUTH CAROLINA,
County of Colleton

Personally appeared before me W. G. Burrage

and made oath that he saw the within named J. A. Tripp ?

sign, seal and as his act and deed deliver the within written Lease; and that he with Cora Varn witnessed the execution thereof.

SWORN to before me this 14th day of December 1943 A. D. 19

Cora Varn (L. S.)
Notary Public for S. C.

W. G. Burrage

STATE OF SOUTH CAROLINA,
County of Colleton

RENUNCIATION OF DOWER

I, Cora Varn a Notary Public do hereby certify unto all whom it may concern, that Mrs. Pearl Tripp the wife of the within named J. A. Tripp 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 H. A. Hedberg 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 14th day of December 1943 A. D. 19

Cora Varn (L. S.)
Notary Public for S. C.

Mrs. Tripp has not signed dower.

Received 7th day of Octobrt 1944 at 3 P. M.

Form 88 Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 8th day of December 1943, by and between Mrs. Gertrude H. Goodwin

Postoffice Ruffin S. C., hereinafter called Lessor (whether one or more), and H. A. Hedberg Port Worth Texas, hereinafter called Lessee;

WITNESSETH:

FIRST: Lessor, in consideration of One---- Dollars ($ 1.00), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigations, development and operation, with the right for such purposes to free use of oil, gas and water on said land (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition as Lessor; said land being situated in Colleton County, State of South Carolina, and described as follows:

Being 206 acres more or less and described as follows:First tract being bounded on the N. by the lands of R. K. Hudson and bounded on the E by the lands of E. P. Hudson and bounded on the S. by the lands of W. H. Ulmer and bounded on the W by the lands of R. L. Hudson and Lester Preacher, containing 144 acres, more or less.

Second Tract. Being bounded on the N. by Bryant land on the E. by K. K. Hudson and son and bounded on the S. by J. M. Gaskins and bounded on the W. by E. P. Hudson and J. W. Gaskins. It is the intention of this description to cover all lands owned by me in Colleton County

containing 206 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of five cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, Lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessor and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to Farmers and Merchants Bank of Walterboro S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit: provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operations to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessee, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

W. G. Burrage — Gertrude H. Goodwin (L. S.)

Cora Varn — (L. S.)

(L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,

County of Colleton

Personally appeared before me W. G. Burrage

and made oath that he saw the within named Gertrude H. Goodwin

sign, seal and as act and deed deliver the within written Lease; and that he with witnessed the execution thereof.

SWORN to before me this 10th day of Decemver 1943 A. D. 19

Cora Varn (L. S.)
Notary Public for S. C.

W. G. Burrage

STATE OF SOUTH CAROLINA,

County of

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern, that

Mrs. the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this

day of A. D. 19

(L. S.)
Notary Public for S. C.

Recorded 7th day of October 1944 in at 3 P o'clock,

Form 88 A. E. HUDSON ET AL TO H. A. HeDBeRG Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 9th day of December 19 43, between A. E. Hudson and wife Edna Hudson

Postoffice R.F.D. #3 Walterboro, S. C., hereinafter called Lessor (whether one or more), and H. A. Hedberg, Fort Worth, Texas, hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of $0.0---------

Dollars ($ 1.00), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to Lessor; said land being situated in Colleton County, State of South Carolina, and described as follows:

Being 200 acres more or less, and described as follows.
First Tract: Being bounded on the N by the lands of A. E. Hudson and being bounded on the E by the lands of Freeman and bounded on the S by the lands of B. K. Griffin and on the W by lands of A. E. Hudson and Sineth, containing 168 acres of land more or less.
Second Tract: being bounded on the N by the land of Lee O'Quinn and on the E by lands of Miss Addie Oreland and bounded on the S by the lands of Mrs. Bessie Padgett and on the W by the lands of Irene Hudson, containing 35 acres more or less.

(It is the intention of this description to cover all lands owned by us in Colleton County, South Carolina.)

STATE OF SOUTH CAROLINA. RELEASE , SOUTH CAROLINA, NUMBER ____

A. H. A.Hedberg, in consideration ofthe Sum of Oneand No/100 ($ 1.00) Dollar Cash, receipt of which is Acknowledged, hereby Release, relinquish and quitclaim any and all rights whatsoever nowheld or claimed by me, if any, underthe following Oil and Gas Lease; Dated the 9th dayof December 1943, executed to and in favor of H.A.Hedberg, Fort Worth, Texas, by A.E.Hudson and Wife Edna Hudson, recorded in Book 88 at page 93, in the office of the Clerk of Court for Colleton County, South Carolina, at Walterboro, Covering 200 acres, more or less, the Intention of this Description to cover all lands owned by A.E.Hudson and Wife Edna Hudson, in Colleton County, South Carolina,
Witness my Hand and Seal at Fort Worth, Texas, this 5th day of December, A.D 1956.
Signed, Sealed and Delivered in the presence of;
Geneva Early. H.A.Hedberg. (SEAL.)
L.B.MCClung.

STATE OF TEXAS.
COUNTY OF TARRANT.
PERSONALLY appeared bedfore me Geneva Early and made oath that she saw H.A.Hedberg, sign, seal as As his act and Deed, deliver the within Written Release; and that he with L.B.McClung, witnessed the execution thereof.
SWORN to before me this 5th day of December, A.D 1956.
Emma Barnett. (SEAL.)
Notary Public for Tarrant Co. Texas. Geneva Early.
Seal Affixed.
My commission expires June 1, 1957. Recorded December 7th, 1956.

containing 200 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of five cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions there set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

94

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to The Bank of Walterboro Bank of Walterboro, S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental fall due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit: provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessee only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operation to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessee, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

W. G. Burrage — A. B. Hudson (L. S.)

Cora Vern — Mrs. Adna Hudson (L. S.)

(L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,

County of Colleton

Personally appeared before me W. G. Burrage

and made oath that he saw the within named A. B. Hudson sign, seal and as his act and deed deliver the within written Lease; and that he with Cora Vern witnessed the execution thereof.

SWORN to before me this 10th day of December A. D. 1943

Cora Vern (L. S.)
Notary Public for S. C.

W. G. Burrage

STATE OF SOUTH CAROLINA,

County of Colleton

RENUNCIATION OF DOWER

I, Cora Vern, a notary public, do hereby certify unto all whom it may concern, that Mrs. Adna Hudson the wife of the within named A. B. Hudson 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 H. A. Hedberg 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 10th day of December A. D. 1943

Cora Vern (L. S.)
Notary Public for S. C.

Recorded 7th day of October 1944 at 3 P.M. o'clock

Form 88 H. P. ULMER TO H. A. HEDBERG Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 9th day of December, 1943, between H. C. Ulmer (A widower)

Postoffice R.F.D. #4 Walterboro, S. C., hereinafter called Lessor (whether one or more), and H. A. Hedberg, Fort Worth, Texas, hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of One------

Dollars ($ 1.00), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to Lessor; said land being situated in Colleton County, State of South Carolina, and described as follows:

being 126 acres of land more or less and described as follows.
being bounded on the North by lands of B. E. Givens, B. Benton Est. and Church land.
being bounded on the East by lands of the B. Benton Estate.
Being bounded on the South by the lands of S. J. Ulmer
being bounded on the West by the lands of Estate of J. B. Hudson

(It is the intention of this description to cover all lands owned by me in Colleton County, South Carolina.)

For affidavit of rental
See Deed Book 114-Page 391

containing 126 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessor and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of five cents per acre, of the acreage held by such, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

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96

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to The Bank of Walterboro Bank of Walterboro, S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit: provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operation to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessor, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when one fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

W. G. Burrage — H. F. Ulmer (L. S.)

H. F. Ulmer, Jr. — (L. S.)

(L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,

County of Colleton

Personally appeared before me W. G. Burrage

and made oath that he saw the within named H. F. Ulmer

sign, seal and as his act and deed deliver the within written Lease and that he with H. F. Ulmer, Jr. witnessed the execution thereof.

SWORN to before me this 10th day of December A. D. 1943

Cora Varn (L. S.)
Notary Public for S. C.

W. G. Burrage

STATE OF SOUTH CAROLINA,

County of

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons, whomsoever, renounce, release and forever relinquish unto the within named and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this day of A. D. 19

Notary Public for S. C. (L. S.)

Recorded 7th day of October 1944 at 3 P.M. etheh.

Form 88 J. H. FENDER ET AL TO H. A. HELMBERG Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 8th day of December, 1943, between

J. H. Fender and wife Untie Fender

Postoffice R.F.D. #4 Walterboro, S. C. hereinafter called Lessor

(whether one or more), and H. A. Helmberg, Fort Worth, Texas hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of One.....

Dollars ($ 1.00), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to Lessor; said land being situated in Colleton County, State of South Carolina, and described as follows:

Being 200 acres more or less, described as follows.
being bounded on the North by the lands of Leroy Fender and John Fender and being bounded on the East by the lands of Jefferies and McCloud and A. K. Taylor and being bounded on the South by the lands of John Taylor and J. D. O'Quinn and being bounded on the East by the lands of J. D. O'Quinn and H. C. Fender

containing 200 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of five cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver as credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

SIXTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to Farmers and Merchants Bank of Walterboro, S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental fall- due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the bona fide of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operation to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessor, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

W. O. Durrage — J. W. Fender (L. S.)

Cora Vern — Hattie Fender (L. S.)

(L. S.)

(L. S.)

STATE OF SOUTH CAROLINA.

County of Colleton

Personally appeared before me W. O. Durrage

and made oath that he saw the within named J. W. Fender

sign, seal and as his act and deed deliver the within written Lease; and that he with Cora Vern

witnessed the execution thereof.

SWORN to before me this 10th day of December A. D. 1943.

Cora Vern (L. S.)
Notary Public for S. C.

W. O. Durrage

STATE OF SOUTH CAROLINA.

County of Colleton

RENUNCIATION OF DOWER

I, Cora Vern, a notary public, do hereby certify unto all whom it may concern, that Mrs. Hattie Fender the wife of the within named J. W. Fender did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named H. A. Hedburg 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 10th day of December A. D. 1943.

Cora Vern (L. S.)
Notary Public for S. C.

Recorded 7th day of October 1944 at 3 P.M. o'clock.

Form 88 J. A. PENDER ET AL TO H. A. HEDBERG Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 6th day of December 19 43, between

J. A. Pender and wife Hebo L. Pender

Postoffice R.F.D. # 4 Walterboro, S. C. hereinafter called Lessor

(whether one or more), and H. A. Hedberg, Fort Worth, Texas hereinafter called Lessee;

WITNESSETH:

FIRST: Lessor, in consideration of One------

Dollars ($ 1.00), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to

Lessor; said land being situated in Colleton County, State of South Carolina, and described as follows:

being 114 acres of land more or less and described as follows
being bounded on the North by lands of Glover and P. H. Doctor and bounded on the east by lands of Leroy Pender and bounded on the South by lands of J. A. Pender and H. C. Punner and bounded on the West by the lands formerly owned by Rose Rivers

containing 114 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of five cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (⅛) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to Farmers and Merchants Bank of Walterboro, S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operation to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessor, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

W. O. Burrage — J. E. Pender (L. S.)

Cora Varn — Rabe Pender (L. S.)

(L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,

County of Colleton

Personally appeared before me W. O. Burrage and made oath that he saw the within named J. E. Pender sign, seal and as his act and deed deliver the within written Lease; and that he with Cora Varn witnessed the execution thereof.

SWORN to before me this 10th day of December A. D. 19 43

Cora Varn (L. S.)
Notary Public for S. C.

W. O. Burrage

STATE OF SOUTH CAROLINA,

County of Colleton

RENUNCIATION OF DOWER

I, Cora Varn, a notary public do hereby certify unto all whom it may concern, that Mrs. Rabe Pender the wife of the within named J. E. Pender 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 H. A. Hadbers 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 10th day of December A. D. 19 43

Cora Varn (L. S.)
Notary Public for S. C.

Recorded 7th day of October in 44 at 3 P.M. o'clock

Form 88 L. J. BENTON TO H. A. HEDBERG Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 11th day of December, A.D. 43, between

L. J. Benton

Postoffice Ehrhardt, S. C., hereinafter called Lessor

(whether one or more), and H. A. Hedberg, Fort Worth, Texas, hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of One------

Dollars ($ 1.00), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigations, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessee's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to remove said premises in its then condition to Lessor; said land being situated in Colleton County, State of South Carolina, and described as follows:

being 103 acres more or less anddescribed as follows
being bounded on the North by lands of J. M. Benton Est.
being bounded on the East by the lands of W. T. Benton
being bounded on the South by lands of L. Benton, Est.
being bounded on the West by the lands of J. M. Benton, Est.

(It is the intention of this description to cover all lands owned by me in Colleton County,S.C.)

containing 103 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of five cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, Lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, so required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then each Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

102

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to The Bank of Walterboro Bank of Walterboro, S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit: provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operation to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessee, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

D. B. Benton — L. J. Benton (L. S.)

W. G. Burrage — (L. S.)

— (L. S.)

— (L. S.)

STATE OF SOUTH CAROLINA,

County of Colleton

Personally appeared before me W. G. Burrage

and made oath that he saw the within named L. J. Benton

sign, seal and as his act and deed deliver the within written Lease; and that he with D. B. Benton

witnessed the execution thereof.

SWORN to before me this 13th day of December A. D. 1943.

Cora Varn (L. S.)
Notary Public for S. C.

W. G. Burrage

STATE OF SOUTH CAROLINA,

County of

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this day of A. D. 19

Notary Public for S. C. (L. S.)

Recorded 7th day of October 1944 at 5 P.M. o'clock

Form 88 EDWARD F. HUDSON ET AL TO H. A. HADBERG Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 11th day of December, 1943, between Edward F. Hudson and wife Jeanie L. Hudson

Postoffice R.F.D. #2 Ruffin, S. C., hereinafter called Lessor (whether one or more), and H. A. Hadberg Forth Worth, Texas, hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of One ------- Dollars ($1.00), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to Lessor; said land being situated in Colleton County, State of South Carolina, and described as follows:

Being 143 acres more or less, and described as follows.
Being bounded on North by the lands of A. W. Hudson
Being bounded on the East by the lands of Mrs. Docia Morris
Being bounded on the South by the lands of Mrs. Ida Strickland and J. B. Ulmer
Being bounded on the West by the lands of Mrs. Gertrude H. Goodwin

(It is the intention of this description to cover all lands owned by us in Colleton County, S.C.)

containing 143 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of Five cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (⅛) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (⅛) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

104

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to Farmers and Merchants Bank of Walterboro, S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchaser covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operations to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessor, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

W. O. Burrage — Edward F. Hudson (L. S.)

Cora Varn — Jessie L. Hudson (L. S.)

(L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,
County of Colleton

Personally appeared before me W. O. Burrage and made oath that he saw the within named Edward F. Hudson sign, seal and as his act and deed deliver the within written Lease; and that he with Cora Varn witnessed the execution thereof.

SWORN to before me this 13th day of December A. D. 1943
Cora Varn (L. S.)
Notary Public for S. C.

W. O. Burrage

STATE OF SOUTH CAROLINA,
County of Colleton

RENUNCIATION OF DOWER

I, Cora Varn, a notary public do hereby certify unto all whom it may concern, that Mrs. Jessie L. Hudson the wife of the within named Edward F. Hudson 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 H. A. Hedberg and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this 13th day of December A. D. 1943
Cora Varn (L. S.)
Notary Public for S. C.

Recorded 7th day of October 1944 at 3 P. M. o'clock

BOOK 88

105

Form 88 J. H. JASKIN ET AL TO H. A. HEDBERG Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 10th day of December 19 43, between

J. M. Onskin and wife Mell E. Onskins

Postoffice R.F.D. #2 Ruffin, S. C. hereinafter called Lessor

(whether one or more), and H. A. Hedberg, Fort Worth, Texas hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of One

Dollars ($1.00), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to

Lessor; said land being situated in Colleton County, State of South Caroline, and described as follows:

Being 80½ acres more or less described as follows.
Being bounded on the North by the lands of Mrs. Robbie Godwin and bounded on the East by the land of Enas Beverly and being bounded on the South by the lands of A. M. Hudson and being bounded on the West by the lands of Minnie Hedy and Lucille Stephens.

(It is the intention of this description to cover all lands owned by us in Colleton County)

containing 80½ acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of five cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unencumbered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (⅛) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (⅛) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to The Farmers and Merchants Bank of Walterboro, S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit: provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operation to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessee, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Cora Varn — J. M. Gaskin (L. S.)

W. G. Burrage — Hall x B. Gaskin (her mark) (L. S.)

(L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,

County of Colleton

Personally appeared before me W. G. Burrage and made oath that he saw the within named J. M. Gaskin sign, seal and as his act and deed deliver the within written Lease; and that he with Cora Varn witnessed the execution thereof.

SWORN to before me this 10th day of December A. D. 19 43

Cora Varn (L. S.) Notary Public for S. C.

W. G. Burrage

STATE OF SOUTH CAROLINA,

County of Colleton

RENUNCIATION OF DOWER

I, Cora Varn, a notary public do hereby certify unto all whom it may concern, that Mrs. Hall e. Gaskin the wife of the within named J. M. Gaskin 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 H. A. Hedberg 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 10th day of December A. D. 19 43

Cora Varn (L. S.) Notary Public for S. C.

Recorded 7th day of October 1944 at 3 P.M. o'clock.

Oil and Gas Lease

AGREEMENT, Made and dated this 13th day of December 1943, between

G. G. Bishop and wife H. J. Bishop

Postoffice R.F.D. #1 Islandton, S. C. hereinafter called Lessor

(whether one or more), and H. A. Hedberg Fort Worth, Texas hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of $ 0.----

Dollars ($ 1.00), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to Lessor; said land being situated in Colleton County, State of South Carolina, and described as follows:

Being 856 acres of land more or less and described as follows.
First Tract. Being bounded on the North by lands of Ida Stevens and bounded on the east by Wheeler Stevens and John Weers and bounded on the South by Hamie Bishop and being bounded on the west by David Bing. containing 156 acres more or less.
Second Tract. Being bounded on the North by lands of Crosby Est. and bounded on the East by lands of Harry Varn and bounded on the south by lands of Hamie Bishop and bounded on the West by lands of Jamison, containing 100 acres more or less.

(It is the intention of this description to cover all lands owned by us in Colleton County, S.C.

containing 856 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and so long thereafter as development, drilling or reworking operations are conducted on said land, and/or so long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assigns, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of five cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessor's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty on purchased during the preceding month.

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to Farmers and Merchants Bank of Walterboro, S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessee only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operation to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part to the name of Lessor, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made to the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

W. G. Burrage — G. C. Bishop (L. S.)
Cora Varn — Mrs. H. H. Bishop (L. S.)
(L. S.)
(L. S.)

STATE OF SOUTH CAROLINA,
County of Colleton

Personally appeared before me W. G. Burrage
and made oath that he saw the within named G. C. Bishop
sign, seal and as his act and deed deliver the within written Lease; and that he with Cora Varn
witnessed the execution thereof.

SWORN to before me this 14th
day of December, A. D. 1943
Cora Varn (L. S.)
Notary Public for S. C.

W. G. Burrage

STATE OF SOUTH CAROLINA,
County of Colleton

RENUNCIATION OF DOWER

I, Cora Varn, a notary public, do hereby certify unto all whom it may concern, that
Mrs. H. H. Bishop the wife of the within named G. C. Bishop
did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named H. A. Hedberg
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 14th
day of December, A. D. 1943
Cora Varn (L. S.)
Notary Public for S. C.

Recorded 7th day of October, 1944 at 3 P. M. o'clock.

Form 88 K. K. HUDSON ET AL TO H. A. HEDBERG Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 10th day of December, 1943, between

K. K. Hudson and wife Hattie Hudson

Postoffice R # 2 Ruffin, S. C. hereinafter called Lessor

(whether one or more), and H. A. Hedberg, Forth Worth, Texas hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of One-----

Dollars ($ 1.00), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to

Lessor; said land being situated in Colleton County, State of South Carolina, and described as follows:

Being 50 acres of land more or less and described as follows.
Being bounded on the North by the lands of Cecil Crosby and being bounded on the East by the lands of D. V. Litchfield and bounded on the South by the lands of A. L. Hudson and being bounded on the West by the lands of A. W. Hudson and Jack Beverly.

(It is the intention of this decription to cover all lands owned by me in Colleton County.)

containing 50 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or his assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of five cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, so required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or may one or more of them, at the above postoffice address, or to Farmers and Merchants Bank of Walterboro, S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said lands; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operation to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part to the estate of Lessor, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made to the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessor, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Cora Varn — K. K. Hudson (L. S.)

W. G. Burrage — Mrs. Hattie Hudson (L. S.)

(L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,

County of Colleton

Personally appeared before me W. G. Burrage

and made oath that he saw the within named K. K. Hudson

sign, seal and as his act and deed deliver the within written Lease; and that he with Cora Varn

witnessed the execution thereof.

SWORN to before me this 10th
day of December A. D. 1943.
Cora Varn (L. S.)
Notary Public for S. C.

W. G. Burrage

STATE OF SOUTH CAROLINA,

County of Colleton

RENUNCIATION OF DOWER

I, Cora Varn, a notary public, do hereby certify unto all whom it may concern, that Mrs. Hattie Hudson the wife of the within named K. K. Hudson 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 H. A. Hadberg 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 10th
day of December A. D. 1943.
Cora Varn (L. S.)
Notary Public for S. C.

Recorded 7th day of October 1944 at 3 P.M.

Form 88 CHARLIE H. CROSBY TO H. A. HEDBERG Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 11th day of December 1943, between

Charlie H. Crosby

Postoffice R.F.D. #2 Ruffin, S. C. hereinafter called Lessor

(whether one or more), and H. A. Hedberg Forth Worth, Texas hereinafter called Lessee;

WITNESSETH:

FIRST: Lessor, in consideration of One---- Dollars ($ 1.00), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises to its then condition to Lessor; said land being situated in Colleton County, State of South Carolina, and described as follows:

Being 127 acres of land more or less and described as follows.
Being bounded on the North by lands of J. A. Breland
Being bounded on the East by lands of Alice Crosby
Being bounded on the South by the lands of W. D. Crosby
Being bounded on the West by lands of W. D. Crosby

(It is the intention of this description to cover all lands owned by me in Colleton County)

containing 127 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of Five cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part hereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, Lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

112

SEVENTH: Lessee to pay Lessor the market value, at the mouth of the well, of one-eighth (⅛) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to The Bank of Walterboro Bank of Walterboro, S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessee or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchaser covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the lease title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operation to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessor, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Alice Crosby — Charlie H. Crosby (L. S.)

W. G. Murrage — (L. S.)

(L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,

County of Colleton

Personally appeared before me W. G. Murrage and made oath that he saw the within named Charlie H. Crosby sign, seal and as his act and deed deliver the within written Lease; and that he with Alice Crosby witnessed the execution thereof.

SWORN to before me this 13th day of December, A. D. 1943.

Cora Yarn (L. S.)
Notary Public for S. C.

W. G. Murrage

STATE OF SOUTH CAROLINA,

County of

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this day of A. D. 19

(L. S.)
Notary Public for S. C.

Recorded 7th day of October 19 44 at 3 P. M., which

Form 88 C. F. TRIPPE TO H. A. HEDBERG Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 13th day of December, A. D. 43, between

C. F. Tripps

Postoffice R.F.D. #2 Ruffin, S. C. hereinafter called Lessor

(whether one or more), and H. A. Hedberg Fort Worth, Texas hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of One---- Dollars ($ 1.00), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands that may from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to remove said premises in its then condition to

Lessor: said land being situated in Colluton County, State of South Carolina, and described as follows:

being 182 acres of land more or less and described as follows.
being bounded on the North by lands of H. O. Breland, on Northwest by lands known as Ostalnger place, East by lands of H. O. Breland and L. E. Mitchell, south and southwest by lands of H. E. Kinard and of Son Kinard, and west by lands known as Ostalnger place.

(It is the intention of this description to cover all landsowned by me in Colluton County, S.C.

containing 182 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or his assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of five cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, so required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessor's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

114

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to Farmers and Merchants Bank of Walterboro, S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operation to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessee, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Alice Givens Tripp — C. P. Tripp (L. S.)

Cora Varn — (L. S.)

W. G. Burrage — (L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,

County of Colleton

Personally appeared before me W. G. Burrage and made oath that he saw the within named C. P. Tripp sign, seal and as his act and deed deliver the within written Lease; and that he with Cora Varn witnessed the execution thereof.

SWORN to before me this 14th day of December, A. D. 1948.

Cora Varn (L. S.)
Notary Public for S. C.

W. G. Burrage

STATE OF SOUTH CAROLINA,

County of

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this day of A. D. 19

Notary Public for S. C. (L. S.)

Recorded 7th day of October in 44 at 3 P.M.

Form 88 MRS. ALICE CROSBY TO H. A. HEDBERG Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 11th day of December 19 43, between

Mrs. Alice Crosby (a widow)

Postoffice R.F.D. #2 Ruffin, S. C. hereinafter called Lessor

(whether one or more), and H. A. Hedberg Fort Worth, Texas hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of One - - -

Dollars ($ 1.00), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigations, development and operation, with the right for such purposes to free use of oil, gas and water on said lands that rest from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to

Lessor; said land being situated in Colleton County, State of South Carolina, and described as follows:

Being 89 acres of land more or less and described as follows
Being bounded on the North by lands of J. A. Breland
Being bounded on the East by lands of J. A. Hudson
Being bounded on the South by lands of Mary A. Crosby
Being bounded on the West by lands of W. D. Crosby

(It is the intention of this description to cover all lands owned by me in Colleton Colleton County, S. C.)

containing 89 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of five cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until no offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (⅛) of all gas, wet, dry, natural and casinghead, where same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to The Bank of Walterboro Bank of Walterboro, S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operations to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessor, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Charlie H. Crosby — Mrs. Alice Crosby (L. S.)

W. G. Burrage (L. S.)

(L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,

County of Colleton

Personally appeared before me W. G. Burrage and made oath that he saw the within named Mrs. Alice Crosby sign, seal and as her act and deed deliver the within written Lease; and that he with Charlie H. Crosby witnessed the execution thereof.

SWORN to before me this 13th day of December A. D. 19 43

Cora Varn (L. S.)
Notary Public for S. C.

W. G. Burrage

STATE OF SOUTH CAROLINA,

County of

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this day of A. D. 19

(L. S.)
Notary Public for S. C.

Recorded 7th day of October 1944 at 2 P. M. etcheck

Form 88 MRS. SINIA C. BENTON TO H. A. HOLMBERG Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 6th day of December 1943, between Mrs. Sinia C. Benton (a widow)

Postoffice R.F.D. #2 Ruffin, S. C., hereinafter called Lessor (whether one or more), and H. A. Hoolberg, Forth Worth, Texas hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of One ----- Dollars ($ 1.00), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in as then condition to Lessor; said land being situated in Colluton County, State of South Carolina, and described as follows:

being 128 acres of land more or less, and described as follows
being bounded on the north by the lands of L. Givens and bounded on the East by the lands of Claude Fripp and being bounded on the South by the lands of Ainard and Padgett and being bounded on the West by the lands of Padgett and Fripp

(It is the intention of this description to cover all lands owned by me in Colluton County.)

containing 128 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or so long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of five cents per acre, of the acreage held by such, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessee and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessee and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

118

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the developments of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to Farmers and Merchants Bank of Walterboro, S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operation to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessor, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture. Abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

W. G. Burrage — Sinia C. Benton (L. S.)

Cora Vorn — (L. S.)

(L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,

County of Colleton.

Personally appeared before me W. G. Burrage

and made oath that he saw the within named Sinia C. Benton

sign, seal and as her act and deed deliver the within written Lease; and that he with Cora Vorn witnessed the execution thereof.

SWORN to before me this 10th day of December A. D. 1943.

Cora Vorn (L. S.)
Notary Public for S. C.

W. G. Burrage

STATE OF SOUTH CAROLINA,

County of

RENUNCIATION OF DOWER

I, , do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this day of A. D. 19

(L. S.)
Notary Public for S. C.

Recorded 7th day of October 19 44 at 3 P.M. o'clock

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Anzie L. Hiott

in the State aforesaid County of Colleton in consideration of the sum of One Hundred and NO/100 ($100.00) DOLLARS, to me in hand paid at and before the sealing of these presents by Fred Benton

in the State aforesaid County of Colleton 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 Fred Benton, his heirs and assigns forever:

All that certain piece, parcel or lot of land situate, lying and being near the Town of Walterboro, Colleton County, South Carolina, near Francis Street, the same being a square of One Hundred feet (100') on all four (4) sides and cut off from the eastern end of the lot conveyed by Ethel M. Padgett to Anzie L. Hiott by her deed dated 18 September, 1942, recorded in the Office of Clerk of Court of Colleton County on 12 July 1944 in book 86 at page 474, the said lot is bounded on the North by lands of Samie Chestnut, formerly F. O. M. Padgett; on the East by lands of Samie Chestnut; South by a public road; and on the West by lands of Anzie L. Hiott, of which this was formerl a part; beginning at a point three hundred feet (300') feet east of Francis Street on the north side of said public road N 21° 4' E one hundred feet (100') along the lot from which this was cut to a stake thence S 79°40' E one hundred feet (100') along lands of Samie Chestnut to an iron pipe; thence S 21° 4' W one hundred feet (100') along lands of Samie Chestnut to an iron pipe on the north side of said public road; thence N. 79°40' W one hundred (100') to the point of beginning; all of which is more fully shown on plat by Harry M. Fripp dated July 13, 1944 which is not recorded.

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 Fred Benton, his Heirs 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 Fred Benton, his Heirs and Assigns, against me and my Heirs, and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 30th day of September in the year of our Lord one thousand nine hundred and forty-four and in the one hundred and sixth-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

C. S. Hiott — Anzie L. Hiott (L. S.)

Jas. E. Peurifoy — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ S.C. Stamps $

Personally appeared before me C. S. Hiott and made oath that he saw the within named Anzie L. Hiott sign, seal, and as her act and deed, deliver the within written Deed; and that he with Jas. E. Peurifoy witnessed the execution thereof.

Sworn to before me, this 30th day of September 1944, A. D. 19

Jas. E. Peurifoy (SEAL) Notary Public for S. C. — C. S. Hiott

my com. expires at the pleasure of the Governor

THE STATE OF SOUTH CAROLINA, Colleton County. GRANTOR A WOMAN — RENUNCIATION OF DOWER

I, _____, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named _____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this _____ day of _____, Anno Domini 19__

_____ (SEAL) Notary Public for S. C. — _____

Recorded the above conveyance, this 14th day of Oct at 10 A. M. 1944, in

_____

C. C. & R. M. C.

DEED

120

Georgie Jacques et al To Willie R. Jacques

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

We, Georgie Jacques, Maggie J. Warner, Bessie J. Drawdy and Jennie Mae J. Hull

In the State aforesaid, in consideration of the sum of Five Hundred and NO/100 ($500.00) and partition DOLLARS to us in hand paid at and before the sealing of these presents by Willie R. Jacques

In the State aforesaid, 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 Willie R. Jacques (reserving unto the grantor, Georgia Jacques a life estate herein with the right to use and enjoy the same) his heirs and assigns:

All that certain piece, parcel or tract of land with the buildings thereon, situate, lying and being in Clover Township, County and State aforesaid, measuring and containing thirty (30) acres, more or less, and bounded as follows, to wit: North by State Highway NO. 64; East by lands of V. J. Hill; South by lands of Willie R. Jacques; and West by lands formerly of West Reeves now Rufus Come. The lands herein conveyed being known as the home place of J. S. Jacques.

The grantors and the grantee being the sole heirs at law of J. S. Jacques, deceased.

CITY OF WASHINGTON
DISTRICT OF COLUMBIA
PERSONALLY appeared before me Irving B. Yochelson and made oath that he saw the within named Maggie J. Warner sign, seal and as her act and deed, deliver the within written Deed; and that he with Dorothy J. Burthe witnessed the execution thereof.

Irving B. Yochelson

Sworn to before me this 2nd
day of October, A. D. 1944
Dorothy J. Burthe (SEAL)
Notary Public fo District of Columbia
(SEAL AFFIXED)

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 Willie R. Jacques (subject to the life estate herein above reserved) his Heirs and Assigns, forever.

AND We do hereby bind ourselves and our Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Willie R. Jacques (Subject to the life estate herein above reserved) his Heirs and Assigns, against us and our Heirs, and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our Hand S and Seal S this 27th day of September in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of
E. J. Drawdy I. A. Smoak As to Georgia Jacques
Bessie J. Drawdy And Jennie Mae J. Hull
Dorothy J. Burthe Irving B. Yochelson
As to Maggie J. Warner

Georgia x Jaques (her mark) (L. S.)
Bessie J. Drawdy
Jennie Mae J. Hull (L. S.)
Maggie J. Warner (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $ .55
S. C. Stamps $ 1.00

Personally appeared before me E. J. Drawdy and made oath that he saw the within named Georgia Jacques, Bessie J. Drawdy & Jennie Mae J. Hull sign, seal and as their act and deed, deliver the within written Deed; and that he with I. A. Smoak witnessed the execution thereof.

Sworn to before me, this 27th day of September 1944 A. D. 19

I. A. Smoak (SEAL)
Notary Public for S. C.

E. J. Drawdy

THE STATE OF SOUTH CAROLINA, Colleton County.

NO DOWERS GRANTORS WOMEN

RENUNCIATION OF DOWER

I, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of Anno Domini 19

(SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 14th day of Oct at 10:45 A. M. 1944 m.

C C & R M C

Donald R. Brewster To Crider O. Murray

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Donald R. Brewster

in the State aforesaid, in consideration of the sum of Three Thousand Six Hundred and NO/100 ($3,600.00)- - - - - DOLLARS, to me in hand paid at and before the sealing of these presents by Crider O. Murray in the State aforesaid, 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 Crider O. Murray, his heirs and assigns:

All those two certain pieces, parcels or tracts of land situate, lying and being in Verdier Township, County and State aforesaid.

TRACT NO. 1: Measuring and containing One Hundred Thirteen (113) acres, more or less and bounded as follows: On the North by lands of Ryan W. Murphy and known as Tract NO. 1 of that subdivision boundary plat made for Donald R. Brewster on November 19, 1943, on the East by estate lands of D. P. Craven; on the South by Tract NO.3 of the subdivision boundary plat made for Donald R.Brewster on November 19,1943,and on the West by US.Highway NO. 15A.

TRACT NO2: Measuring and containing One Hundred Twenty five (125) acres,more or less,being bounded on the North by Tract NO.1 hereinabove described;on the East by lands of D.P.Craven; on the South by Tract NO.4 of that subdivision boundary plat made for Donald R.Brewster on November 19,1943, and lands of U.S.Government,Walterboro Air Base,and on the West by U.S.Highway NO. 15A.

The lands herein conveyed being Tracts NO.2 and NO.3 of that subdivision boundary plat made for Donald R.Brewster on November 19,1943.Said plat being recorded in Plat Book 1 at page 716 in the RMC.Office for Colleton County.Said lands hereby conveyed being a portion of the land conveyed to Donald R.Brewster by John Hancock Mutual Life Insurance Company by deed dated December 20, 1940, recorded January 7, 1941 in the office of Clerk of Court for Colleton County in Book 79,page 561.

This deed is made subject to a timber cutting contract bbetween Donald R. Brewster, vendor and E. S. Simons, vendee, dated December 15, 1943, recorded in the office of Clerk of Court for Colleton County, South Carolina in Book 85, page 485; and subject to lease of U. S. Government covering twenty eight (28) acres of Tract NO. 1 and Twenty Five (25) acres of Tract NO. 2

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 Crider O. Murray, his Heirs 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 Crider O. Murray his Heirs and Assigns, against me and my Heirs, and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS MY Hand and Seal, this 28th day of September in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and ---- year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Mary M. Shramek — Donald R. Brewster (L.S.)

V. B. Jenkins Jr. — (L.S.)

THE STATE OF SOUTH CAROLINA / Georgia
Chatham County. (Georgia)

Fed. Stamps $4.40
S.C. Stamps $8.00

Personally appeared before me V. B. Jenkins Jr. and made oath that he saw the within named Donald R. Brewster sign, seal and as his act and deed, deliver the within written Deed; and that he with Mary M. Shramek witnessed the execution thereof.

Sworn to before me, this 28th day of September 1944, A. D. 19--

Annie E. Koonce (SEAL)
Notary Public for S.C.
Chatham County Georgia
(SEAL AFFIXED)

V. B. Jenkins Jr.

THE STATE OF SOUTH CAROLINA / Chatham County. (Georgia)

RENUNCIATION OF DOWER

I, Annie E. Koonce, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Anne Allyn Brewster the wife of the within named Donald R. Brewster 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 Crider O. Murray ---- Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 28th day of September 1944, Anno Domini 19--

Annie E. Koonce (SEAL)
Chatham C. Georgia
Notary Public for S.C.
(SEAL AFFIXED)

Anne Allyn Brewster

Recorded the above conveyance, this 7th day of October at 10:45 A. M., 1944

C C & R.M.C.

DEED

122

B. George Price 3rd To J. C. Kinsey

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, B. George Price 3rd

in the State aforesaid, in consideration of the sum of Four Hundred ($400.00) - - - - - - - DOLLARS, to me in hand paid at and before the sealing of these presents by J. C. Kinsey in the State aforesaid, 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 J. C. Kinsey, his heirs and assigns:

All that certain piece, parcel or lot of land situate, lying and being in the Town of Walterboro, County of Colleton and State of South Carolina, being bounded and having dimensions as follows: on the North by Hayne Street, and fronting thereon fifty (60') feet; on the East by lot NO. 59, and extending in depth one hundred eighteen (118') feet; on the South by lot NO. 49, and having a width of fifty (60') feet; and on the West by lot NO. 61, and extending in depth one hundred eighteen (118') feet.

This being lot NO. 60 on plat of Peurifoy Terrace, and subject to the restrictions of appearing in the office of the Clerk of Court for Colleton County.

TOGETHER with, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said J. C. Kinsey, his Heirs 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 J. C. Kinsey, his Heirs and Assigns, against me and my Heirs, and all other persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 3rd day of July in the year of our Lord one thousand nine hundred and forty-one, and in the one hundred and sixty-fifth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Miriam Ackerman — B. George Price 3rd (L. S.)

H. F. Starr — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $ .55
S.C. Stamps $ 1.00

Personally appeared before me Miriam Ackerman and made oath that he saw the within named B. George Price 3rd sign, seal, and as his act and deed, deliver the within written Deed; and that A. he with H. F. Starr witnessed the execution thereof.

Sworn to before me, this 3rd day of July 1941, A. D. 19

H. F. Starr (SEAL)
Notary Public for S. C.

Miriam Ackerman

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, H. F. Starr, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Elizabeth S. Price the wife of the within named B. George Price 3rd 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 J. C. Kinsey, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 3rd day of July 1941, Anno Domini 19

H. F. Starr (SEAL)
Notary Public for S. C.

Elizabeth S. Price

Recorded the above conveyance, this 7th day of Oct at 10:30 A. M. 1944

C.C.&R.M.C.

Ethel M. Padgett To Lenie Stutts wife of Charlie H. Stutts

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Ethel M. Padgett

in the State aforesaid, in consideration of the sum of Six Hundred and NO/100 ($600.00)- - - - DOLLARS, to me in hand paid at and before the sealing of these presents by Lenie Stutts wife of Charlie H. Stutts

in the State aforesaid, 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 Lenie Stutts, her heirs and assigns:

All that lot of land situate near the eastern edge of Walterboro, Colleton County, South Carolina, being lots 1, 2, 3 and 4 on the plat of J. H. Frank, Surveyor, dated 1 February 1943, and bounded as a whole as follows:
North by Williams Street, sometimes called Sereada Road; east by lands of Fraser formerly of F. C. Bennett and by lands of Ethel M. Padgett; South by lands of Ethel M. Padgett; and west by Francis Street.

The said lot of land measuring approximately 211 feet on Williams Street; 256 feet along Francis Street and 279 feet along the Southern Boundary. Subject to agricultural rights of tenant for 1944.

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 Lenie Stutts, her Heirs 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 Lenie Stutts, her Heirs and Assigns, against me and my Heirs, and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 1st day of May in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Mabel C. Moorer — Ethel M. Padgett (L. S.)

J. M. Moorer — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Pd. Stamps $1.50
A.C. Stamps $2.00

Personally appeared before me Mabel C. Moorer and made oath that he saw the within named Ethel M. Padgett sign, seal, and as her act and deed, deliver the within written Deed; and that he, he, with J. M. Moorer witnessed the execution thereof.

Sworn to before me, this 1st day of May 1944, A. D. 19__
J. M. Moorer (SEAL)
Notary Public for S. C.

Mabel C. Moorer

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, NO DOWER, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of, Anno Domini 19__

(SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 7th day of Oct at 3:50 PM 1944, 19__

CC&RMC

DEED

124

LEGARE D. PODGETT TO L. D. BOYNTON

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Mrs. Legare D. Podgett,

in the State aforesaid, in consideration of the sum of Thirty Five Hundred Dollars ($3500.00) DOLLARS, to me in hand paid at and before the sealing of these presents by L. D. Boynton

in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto the said L. D. Boynton, his heirs and assigns,

All that tract of land containing two (2) acres, more or less, with buildings thereon including a hunting plant therein, situate in Slinks township, Colleton County, South Carolina, bounded: North by lands of W. D. Boynton; East by State Highway No. 330, the Northeast corner being marked by an iron post; South by neighborhood road leading from State Highway No. 330; and West by lands of W. D. Boynton.

Said tract of land being the same conveyed to Legare D. Podgett by deed of Minnie Jones Podgett et al, sole heirs at law of L. C. Podgett, dated 10 April 1944, recorded in Book d7, Page 89 in the Office of the Clerk of Court for Colleton County.

The grantor reserves the use of a small house in the backyard where certain plumbing materials of her husband, L. C. Podgett, is now stored for the storing of said materials and also any furniture or personal property which she may desire to store therein. This reservation, however, is to be effective only until the expiration of three months after her said husband is discharged from the armed forces of the United States in the present war.

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 L. D. Boynton, his Heirs 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 L. D. Boynton, his Heirs and Assigns, against me and my Heirs, and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 7th day of September in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and sixty eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

J. K. Koorer — Legare D. Podgett (L.S.)

Elizabeth Fowler — (L.S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $ 3.85
S.C. Stamps $ 7.00

Personally appeared before me Elizabeth Fowler and made oath that she saw the within named Legare D. Podgett sign, seal, and as her act and deed, deliver the within written Deed; and that she with J. K. Koorer witnessed the execution thereof.

Sworn to before me, this 7th day of September A. D. 1944

J. K. Koorer (SEAL)
Notary Public for S. C.

Elizabeth Fowler

THE STATE OF SOUTH CAROLINA, Colleton County.

GRANTOR'S DOWER RENUNCIATION OF DOWER

I, _____, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named _____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this _____ day of _____ Anno Domini 19__

_____ (SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 20th day of October at 4:30 P.M., 1944.

C.C.&R.M.C.

L. C. Breland To C. Y. Breland

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, C. L. Breland

in the State aforesaid and County of Colleton in consideration of the sum of Fifteen Hundred & NO/100- - - - - - - - DOLLARS, to me in hand paid at and before the sealing of these presents by C. Y. Breland

in the State aforesaid 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 C. Y. Breland--

All that piece, parcel or lot of land in Bell Township, Colleton County, State of South Carolina, measuring and containing sixty nine (69) acres, more or less and being bounded as follows to wit: On the North by lands of C. H. Breland, on the East by C. K. Breland, on the South by H. W. Breland and J. N. Breland and on the West by the Columbia public road.

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 C. Y. Breland, his Heirs 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 C. Y. Breland, his Heirs and Assigns, against myself and my Heirs, and every other person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 3rd day of January in the year of our Lord one thousand nine hundred and 25 and in the one hundred and forty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

E. A. McCraven — L. C. Breland (L. S.)

S. F. Doldgen — (L. S.)

Justice of Peace Cobb County My commission expires 31 December 1928

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $ 1.65
S. C. Stamps $ 3.00

Personally appeared before me Mrs. H. E. Manning? and made oath that she saw the within named ? sign, seal, and as ---- act and deed, deliver the within written Deed; and that he with ---- witnessed the execution thereof.

Sworn to before me, this 9th day of Fev. 1925 A. D. 19--

S. F. Doldgen (SEAL)
Justice of Peace Cobb Co Ga. Notary Public for S. C.

Mrs. H. E. Manning

RENUNCIATION OF DOWER

THE STATE OF SOUTH CAROLINA, Colleton County.

I, S. F. Doldgen J. P. Cobb Co

do hereby certify unto all whom it may concern, that Mrs. L. C. Breland the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named C. Y. Breland Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 9 day of Feb. Anno Domini 1925.

S. F. Doldgen (SEAL)
Justice of Peace Cobb Co. Notary Public for S. C.

Mrs. L. C. Breland

Recorded the above conveyance, this 12th day of Oct at 10 A. M. 1944

C C & R M C

DEED

126

SARAH G. KICHMAN TO D. C. L. HIERS

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Mrs. Sarah G. Kichman,

in the State aforesaid, in consideration of the sum of one and no/100 ($1.00)---------- DOLLARS, to me in hand paid at and before the sealing of these presents by D. C. L. Hiers

in the State aforesaid, 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 D. C. L. Hiers, his heirs and assigns:

All my right, title and interest by way of dower as the widow of K. H. Kichman, deceased, in and to:

All that certain piece, parcel or tract of land located in Colleton County, South Carolina, containing one hundred (100) acres, more or less, and bounded as follows: On the North by lands of the late F. C. Bennett and Kichman; on the East by land of Masterlin and Bethea; on the South by lands of Masterlin; and on the West by Cook's Hill Public Road.

Being the same tract of land conveyed to Farmers and Merchants Bank by deed of Lucas C. Padgett, Sheriff, dated the 12th day of July, 1932, and recorded in the Office of the Clerk of Court for Colleton County, South Carolina in Deed Book 66 at page 556 (A.J.)

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 D. C. L. Hiers, his Heirs 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 D. C. L. Hiers, his Heirs and Assigns, against me and my Heirs, lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 17th day of July in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

L. F. Fishburne — Sarah G. Kichman (L. S.)

I. H. Fishburne (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $____ S. C. Stamps $____

Personally appeared before me L. F. Fishburne and made oath that he saw the within named Mrs. Sarah G. Kichman sign, seal, and as her act and deed, deliver the within written Deed; and that he with I. H. Fishburne witnessed the execution thereof.

Sworn to before me, this 17th day of July, A. D. 1944

I. H. Fishburne (SEAL)
Notary Public for S. C.

L. F. Fishburne

THE STATE OF SOUTH CAROLINA, Colleton County.

NO RENUNCIATION OF DOWER

I, _____ Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this ____ day of ____, Anno Domini 19____

(SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 23rd day of October at 9:30 A. M., 1944

C C & R M C

Karl G. Faris To Eunice F. McTeer

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Karl G. Faris

in the State aforesaid in consideration of the sum of Eight Thousand and NO/100- - - - - - - - - DOLLARS, to me in hand paid at and before the sealing of these presents by Eunice F. McTeer

in the State aforesaid 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 Eunice F. McTeer her heirs and assigns:

All that piece, parcel or tract of land, situate in the County of Colleton and State of South Carolina, containing one thousand, fifty five and six-tenths (1055.6) acres more or less, and bounded as follows: North by U. S. Highway 21, lands of A. S. Jones, W. R. Coe & Dovey Jones, B. Jones and Pat Blocker; East by lands of Jack Mitchell, Lovey Jones and Dr. A. Ritter; South by Big Salkehatchie River, West by lands of Bamberg Lumber Company; composed of several tracts covered by the following deeds to Karl G. Faris: Adeline J. Crosby, book 81, page 284, Leile A. Porter, Book 81, page 350, Mildred J. Kearse, Book 83, page 65, T. S. Jones, book 83, page 65, J. A. Mitchell, Book 83, page 350, Edgar Marvin, Book 81, page 285, Chas G. Luther, et al, book 81, page 355.

Thre is excepted, however, from this deed, five and fifteen one hundredths (5.15) acres, at Cochran Landing, being the South West portion of the Luther, Hall and Woods tract of 272 acres, Book 81, page 355, bounded North and North West by lands of Bamberg Lumber Company; East by H. N. McTeer and South and South West by Big Salkehatchie River.

There is also excepted from this deed, all timber and trees eight (8) inches in diametef and upwards at the stump, twelve (12) inches from the ground, for a period of three years from July 1, 1944, with the right to cut and remove said timber and trees and all necessary rights of way therefor.

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 Eunice F. McTeer, her Heirs 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 Eunice F. McTeer, her Heirs and Assigns, against me and my Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 11th day of October in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

J. C. Lemacks — Karl G. Faris (L. S.)

Myrtis A. Fripp — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $ 8.80
S. C. Stamps $ 16.00

Personally appeared before me Myrtis A. Fripp and made oath that he saw the within named Karl G. Faris sign, seal, and as his act and deed, deliver the within written Deed; and that he with J. C. Lemacks witnessed the execution thereof.

Sworn to before me, this 11th day of October 1944, A. D. 19

J. C. Lemacks (SEAL)
Notary Public for S. C.

Myrtis A. Fripp

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, Harry P. Wilson, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Mattie V. Faris the wife of the within named Karl G. Faris 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 Eunice F. McTeer, her Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 11th day of October 1944, Anno Domini 19

Harry P. Wilson (SEAL)
Notary Public for S. C.

Mattie V. Faris

Recorded the above conveyance, this 13th day of Oct at 11:45 A. M. 1944, in

C. C. & R. M. C.

DEED

128

ALMA HIOTT DAVIS TO M. V. HIOTT

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Alma Hiott Davis Boucher

In the State aforesaid, in consideration of the sum of Three Thousand and no/100 DOLLARS, to me in hand paid at and before the sealing of these presents by M. V. Hiott

In the State aforesaid, 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 M. V. Hiott, his heirs and assigns

All that certain piece, parcel or tract of land situated lying and being in Colleton County, South Carolina, measuring and containing fifty-six and one half acres, and being bounded On the North by A. G. Hiott and Thelma Hiott, On the East by Thelma Hiott and public road; leading by A. G. Hiotts House place, South by Martha A. Hiott and Woody V. Hiott and West by G. J. Hiott.

This being the same tract of land conveyed to Alma Hiott Davis by deed dated 18th November, 1932, and recorded in Book 67, at Page 177, in the Clerk of Courts Office for Colleton County, November 23, 1932.

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 M. V. Hiott, his Heirs and Assigns, forever.

AND I do hereby bind myself, my Heirs, XXXXXXXXXXXXXXXXXXXXXX Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said M. V. Hiott, his Heirs and Assigns, against me and my Heirs and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 14th day of October in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and Sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Marguerite S. Kinard — Alma Hiott Davis Boucher (L. S.)

Osborne H. Rhodes — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $ 3.30
S. C. Stamps $ 6.60

Personally appeared before me Marguerite S. Kinard and made oath that he saw the within named Alma Hiott Davis Boucher sign, seal, and as her act and deed, deliver the within written Deed; and that he with Osborne H. Rhodes witnessed the execution thereof.

Sworn to before me, this 14th day of October, A. D. 1944.

Osborne H. Rhodes (SEAL)
Notary Public for S. C.

Marguerite S. Kinard

THE STATE OF SOUTH CAROLINA, Colleton County.

NO DOWER GRANTOR A WOMAN

RENUNCIATION OF DOWER

I, _____, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named _____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this _____ day of _____ Anno Domini 19____.

_____ (SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 21st day of October at 10:45 A.M., 1944.

C C & R M C

A. K. Hudson trading as Palmetto Farms To Laurie K. Peters

THE STATE OF SOUTH CAROLINA,

KNOW ALL MEN BY THESE PRESENTS, That

I, A. K. Hudson, trading under the name and style of Palmetto Farms, am

held and firmly bound unto Laurie K. Peters

Five Thousand and NO/100 Dollars ($5000.00) in the penal sum of

to be paid to the said Laurie K. Peters, his certain Attorneys, Executors and Administrators or Assigns; to which payment well and truly to be made and done I bind my self and each and every of my Heirs, Executors, Administrators, jointly and severally, firmly by these presents.

Sealed with MY Seal and dated at Detroit Michigan the 29th day of Sept in the year of our Lord one thousand nine hundred and forty-four and in the one hundred and sixty eighth year of the Sovereignty and Independence of the United States of America.

WHEREAS, the above bounden A. K. Hudson, trading as Palmetto Farms has this day agreed to sell to the said Laurie K. Peters the following described tract of land in the County of Colleton to wit:

All that piece, parcel or lot of land situate, lying and being in the Town of Ruffin, and bounded and described as follows: North by lands of Lillie Padgett; East by lot of Capers M. Crosby, formerly A. K. Hudson trading as Palmetto Farms; South by a street separating it from A. C.L. Railroad Company; and West by lot of Lillie Padgett. The same containing forty five (45) feet on the southern boundary, fifty four (54) feet on the northern boundary, approximately two hundred (200) feet on the eastern boundary, and one hundred ninety (190) feet on the western boundary; a more full and accurate description of which may be had by reference to a plat of the same made by J. K. Fraly under date of January 4, 1938, recorded in the RMC. Office for Colleton County, S. C. in plat book NO,3 page 122.

on condition that the said Laurie K. Peters shall pay the sum of Twenty Five Hundred and NO/100 ($2500.00) Dollars, in manner following, that is to say Five Hundred Dollars ($500) cash and the balance at the rate of Twenty Dollars ($20.00) per month, payable monthly, together with interest thereon at the rate of five per cent (5%) per annum, payable annually.

NOW THE CONDITION OF THIS OBLIGATION is such, that if the said Laurie K. Peters shall pay the said purchase money as aforesaid stipulated and shall in the meantime pay all taxes on said land and the said A. K. Hudson, trading as Palmetto Farms shall on the completion of said payments make, execute and deliver, or cause to be made, executed and delivered a good and sufficient Deed of Conveyance in Fee Simple of the land above described to the said Laurie K. Peters then this obligation to be void and of none effect or else to remain in full force and virtue.

AND IT IS EXPRESSLY AGREED, by and between the parties aforesaid that time is of the essence of this contract, and that in the event of the non-payment of said sum of money or any part thereof, promptly at the time herein limited, that then the said A. K. Hudson, trading as Palmetto Farms, is absolutely discharged from any and all liability to make and execute such Deed, and may treat the said Laurie K. Peters as tenant holding over after the termination, or contrary to the terms of his lease; or if he prefer so to do may enforce the payment of the purchase money.

Signed, Sealed and Delivered in the presence of
Elizabeth Morintre
R. P. Scully

A. K. Hudson (L. S.)
trading as Palmetto Farms (L. S.)

THE STATE OF SOUTH CAROLINA,
COUNTY OF ~~Colleton~~ Wayne

PERSONALLY APPEARED before me R. P. Scully and made oath that he saw the within named A. K. Hudson, trading as Palmetto Farms sign, seal and as act and deed, deliver the within written Deed; and that he with Elizabeth Morintre witnessed the execution thereof.

Sworn to before me, this 29th day of Sept 1944 A. D. 19

Eugene J. Buggs (Seal)
Notary Public for Macomb Co.
Com. Expires 11-9-45

Recorded this 19th day of October, 19 44.

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

DEED

130

THE STATE OF SOUTH CAROLINA,

KNOW ALL MEN BY THESE PRESENTS, That

_____

held and firmly bound unto _____

_____ in the penal sum of

_____

to be paid to the said _____

certain Attorneys, Executors and Administrators or Assigns; to which payment well and truly to be made and done _____ bind _____

_____ and each and every of _____ Heirs, Executors, Administrators, jointly and severally, firmly by these presents.

Sealed with _____ Seal and dated at _____

the _____ day of _____ in the year

of our Lord one thousand nine hundred and _____

and in the one hundred and _____ year of the Sovereignty and Independence of the United States of America.

WHEREAS, the above bounden _____

he _____ this day agreed to sell to the said _____

_____ the following described tract of land

in the County of _____ to wit: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

on condition that the said _____ shall pay the sum of

_____ Dollars, in manner following, that is to say

_____

_____

_____

NOW THE CONDITION OF THIS OBLIGATION is such, that if the _____

shall pay the said purchase money as aforesaid stipulated and shall in the meantime pay all taxes on said land and the said _____

_____ shall on the completion of said payments make, execute and deliver, or cause to be made, executed and delivered a good and sufficient Deed of Conveyance in Fee Simple of the land above described to the said _____

_____ then this obligation to be void and of none effect or else to remain in full force and virtue.

AND IT IS EXPRESSLY AGREED, by and between the parties aforesaid that time is of the essence of this contract, and that in the event of the non-payment of said sum of money or any part thereof, promptly at the time herein limited, that then the said _____

_____ is absolutely discharged from any and all liability to make and execute such Deed, and may treat the said _____ as tenant holding over after the termination, or contrary to the terms of his lease; or if he prefer so to do may enforce the payment of the purchase money.

Signed, Sealed and Delivered in the presence of _____ (L. S.)

_____ (L. S.)

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

PERSONALLY APPEARED before me _____

and made oath that ...he... saw the within named _____

_____ sign, seal and as _____ act and deed, deliver the within written Deed; and that... he... with _____

witnessed the execution thereof.

Sworn to before me, this _____

day of _____ A. D. 19...

_____ (Seal)

Notary Public for S. C.

Recorded this _____ day of _____, 19...

_____

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

Henry S. Moseley to Leon Parker

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Henry S. Moseley

in the State aforesaid, in consideration of the sum of Two Hundred and NO/100- - - - - - - DOLLARS, to me in hand paid at and before the sealing of these presents by Leon Parker in the State aforesaid, 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 Leon Parker, his heirs and assigns:

All that certain piece, parcel or lot of land, situate, lying and being in the Town of Walterboro, County of Colleton and State of South Caroling, being a parallelogram in shape and measuring fifty (50) feet front on East Richman Street and extending back in depth one hundred fifty (150) feet on First Avenue, and bounded as follows: North by lot NO.92; East by lot NO. 73; South by East Richman Street; and West by First Avenue. Said lot being lot number seventy two (72) on plat made by J. H. Frank, Surveyor, of dates March 1935, and September, 1937. Being same lot conveyed to Henry S. Moseley by C. W. Peurifoy by deed dated 31 May, 1939, recorded 31 July, 1939, in the office of Clerk of Court for Colleton County, S. C. in Book 77, page 242.

Said lot number Seventy two (72) being subject to the restrictions appearing in the office of Clerk of Court for Colleton County, S. C., in Book 76, page 516.

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 Leon Parker, his Heirs 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 Leon Parker, his Heirs and Assigns, against me and my Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 12th day of October in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

E. L. Moseley — Henry S. Moseley (L. S.)

G. L. Allred — (L. S.)

THE STATE OF SOUTH CAROLINA,
Colleton County.

Fed. Stamps $ .55
S.C. Stamps $ 1.00

Personally appeared before me E. L. Moseley and made oath that he saw the within named Henry S. Moseley sign, seal, and as her act and deed, deliver the within written Deed; and that he, with G. L. Allred witnessed the execution thereof.

Sworn to before me, this 12th day of October 1944, A. D. 19

J. C. Lemacks (SEAL)
Notary Public for S. C.

E. L. Moseley

THE STATE OF SOUTH CAROLINA,
Colleton County.

NO RENUNCIATION OF DOWER
GRANTOR A WOMAN

I, _____, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named _____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this _____ day of _____, Anno Domini 19____

(SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 12th day of Oct at 11 AM. 1944

C. C. & R. M. C.

DEED

132

Georgia Jaques et al To Joseph K. Hull et al

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

We, Georgia Jaques, Maggie J. Warner, Bessie J. Drawdy, Jennie Mae J. Hull and Willie R. Jaques

in the State aforesaid, in consideration of the sum of Five Hundred and 00/100 ($500.00) and partition DOLLARS, to us in hand paid at and before the sealing of these presents by Joseph K. Hull and Jennie Mae J. Hull

in the State aforesaid, 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 Joseph K. Hull and Jennie Mae Hull, their heirs and assigns:

All that certain piece, parcel of tract of land situate, lying and being in Sheridan Township, County and State aforesaid, measuring and containing Thirty Two (32) acres, more or less, and bounded as follows, to wit: North by estate lands Luther Hill and lands of R. M. Hill; East by lands of A. C. Spell; South by State Highway NO. 64 and West by lands of A. C. Spell.

The grantors and the grantees, orther than Joseph K. Hull, being the sole heirs at law of J. S. Jaques, deceased.

CITY OF WASHINGTON
DISTRICT OF COLUMBIA
PERSONALLY appeared before me Irving B. Yochelson and made oath that he saw the within named Maggie J. Warner sign, seal and as her act and deed, deliver the within written Deed; and that he with Dorothy J. Burthe witnessed the execution thereof,
Irving B. Yochelson
Sworn to before me this 2nd day of October, A. D. 1944.
Dorothy J. Burthe (SEAL)
Notary Public for District of Columbia,
(SEAL AFFIXED)

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 Joseph K. Hull and Jennie Mae J. Hull, their Heirs and Assigns, forever.

AND We do hereby bind ourselves and our Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Joseph K. Hull and Jennie Mae J. Hull, their Heirs and Assigns, against us and our Heirs, and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our Hands and Seals this 27th day of Octobor in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

E.J.Drawdy--I. A. Smoak As to Georgia Jaques, Bessie J.Drawdy Jennie Mae J.Hull and Willie R. Jaques,) Dorothy J. Burthe
Irving B. Yochelson As to Maggie J. Warner

Georgia x Jacques (L.S.) Bessie J. Drawdy
Her Mark

Jennie Mae J. Hull Willie R. Jaques (L.S.)

Maggie J. Warner (L.S.)

THE STATE OF SOUTH CAROLINA,
Colleton County.

Fed. Stamps $ .55
S.C. Stamps $ 1.00

Personally appeared before me E. J. Drawdy and made oath that he saw the within named Georgia Jaques, Bessie J.Drawdy, Jennie Mae J. Hull and Willie R. Jaques sign, seal and as their act and deed, deliver the within written Deed; and that he, with I. A. Smoak witnessed the execution thereof.

Sworn to before me, this 27th day of September 1944 A. D. 19

I. A. Smoak (SEAL)
Notary Public for S. C.

E. J. Drawdy

THE STATE OF SOUTH CAROLINA,
Colleton County.

RENUNCIATION OF DOWER

I, I. A. Smoak, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Maggie C. Jacques the wife of the within named Willie R. Jaques 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 Joseph K. Hull and Janie Mae J. Hull Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 27th day of September 1944, Anno Domini 19

I. A. Smoak (SEAL)
Notary Public for S. C.

Maggie C. Jacques

Recorded the above conveyance, this 14th day of Oct at 10:45 AM 1944 in

READ

CC&RMC

Euallia S. Fishburne To Elizabeth P. Fishburne

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Euallia S. Fishburne

in the State aforesaid, for and in consideration of the sum of Five Thousand Dollars expended by my daughter, Elizabeth P. Fishburne to improve the property hereby conveyed, and in consideration of love and affection I have for the said daughter

to me in hand paid at and before the sealing of these presents by Elizabeth P. Fishburne

in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release subject, however, to and estate reserved to the said Euallia S. Fishburne for and during the term of her natural life, unto the said Elizabeth P. Fishburne, her heirs and assigns.

All that certain piece, parcel or lot of land situate, lying and being in the Town of Walterboro, in the County and State aforesaid, measuring and containing four (4) acres, more or less, together with all buildings and improvements thereon, bounded on the North by the property of Jefferies, formerly the property of Francis Grizzel; property of Lucas, and property of Louetta Bennett, formerly of A. Wichman; on the East by a public street in said town known as Magnolia Street, separating the lot hereby conveyed from property of H. W. Black, Jr. and the City Market, and by lot of Louetta Bennett and/or lot of Kathrine H. Doar; on the South by East Wichman Street and lot of Clarence L. Fishburne; and on the West by property of M. H. Hiott, formerly of Wichman and/or of Brown, by lot of Clarence L.Fishburne, and by property late of the estate of Daniel S. Henderson; the property here described having been conveyed to Eullia S. Fishburne by C. P. Fishburne by deed dated 23 October, 1878 and recorded in the RMC Office for Colleton County in Book J, at page 558; excepting from said premises, however, the small portions of said lot which have been heretofor conveyed away by the said Euallia S. Fishburne to wit: that portion conveyed to Clarence L. Fishburne by deed dated 20 August, 1924, and recorded in the RMC Office for Colleton County in Book 80 at page 614; and that portion conveyed to G. C. Brown by deed dated 29 January, 1910, and recorded in the RMC Office for Colleton County in Book, 33 at page 554.

TOGETHER with also, all household and kitchen furniture in my own home

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 subject to the life estate reserved in the said Euallia S. Fishburne as aforesaid unto the said Elizabeth P. Fishburne her Heirs and Assigns, forever.

AND I do bind myself and my Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises subject to the life estate reserved as aforesaid unto the said Elizabeth P. Fishburne, her heirs

Heirs and Assigns, against me and my Heirs, and all other persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal this Seventeenth day of October in the year of our Lord one thousand nine hundred and forty-four and in the one hundred and sixty ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Jane U. Lawrence — Euallia S. Fishburne (L. S.)

Essie Loper — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $_____
S.C. Stamps $_____

Personally appeared before me Jane U. Lawrence and made oath that he saw the within named Euallia S. Fishburne sign, seal, and as her act and deed, deliver the within written Deed; and that s he with Essie Loper witnessed the execution thereof.

Sworn to before me, this seventeenth day of October 1944, A. D. 19____

Essie Loper (SEAL)
Notary Public for S. C.

Jane U. Lawrence

THE STATE OF SOUTH CAROLINA, Colleton County.

NO RENUNCIATION OF DOWER GRANTOR BEING A FEMALE

I, _____, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named _____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this _____ day of _____, Anno Domini 19____

(SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 18th day of October 1944 at 11:20 AM

C.C.&R.M.C.

DEED

134

Dewey B. Welch To Jane E. Bryan

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Dewey B. Welch

in the State aforesaid, for and in consideration of the sum of Five Hundred and Fifty ($550.00) - - - DOLLARS, to me in hand paid at and before the sealing of these presents by Jane E. Bryan in the State aforesaid, 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 Jane E. Bryan, her heirs and assigns:

All that piece, parcel or tract of land known as part of the William E. Benton estate, lying and being in Bells Township, county of Colleton State of South Carolina, measuring and containing (7) seven acres, more or less and bounded as follows: On the north by lands formerly Jane E. Bryan now J. M. Blocker on the _____ by lands of the estate of H. M. Benton, the run of Wolf Bay being the line, on the South by County public road, and on the west by a ditch separating same from lands now of J. M. Blocker

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 Jane E. Bryan, her Heirs and Assigns, forever.

AND I do hereby bind myself my Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Jane E. Brynn, her Heirs and Assigns, against me and my Heirs, and all other persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 11th day of Sept in the year of our Lord one thousand nine hundred and forty-four and in the one hundred and ---- year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

O. H. Rhodes — Dewey B. Welch (L. S.)

J. B. Hudson — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $ 1.10
S. C. Stamps $ 2.00

Personally appeared before me O. H. Rhodes and made oath that he saw the within named Dewey B. Welch sign, seal, and as his act and deed, deliver the within written Deed; and that he with J. B. Hudson witnessed the execution thereof.

Sworn to before me, this 11th day of Sept 1944, A. D. 19--

J. B. Hudson (SEAL)
Notary Public for S. C.

O. H. Rhodes

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, J. B. Hudson, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Lillie Mae Welch the wife of the within named Dewey B. Welch 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 Jane E. Bryan, her Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 11th day of Sept 1944, Anno Domini 19--

J. B. Hudson (SEAL)
Notary Public for S. C.

Lillie Mae Welch

Recorded the above conveyance, this 16th day of Oct at 2;15 PM. 1944, in

C C & R M C.

BOOK 88

133-

Ophelia Lewis et al To Rebecca Maree Brooks

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

We, Ophelia Lewis, Wilhelmina Tracy and Edith Buchanan,

in the State aforesaid, in consideration of the sum of Ten and NO/100 ($10.00) and partition DOLLARS, to us in hand paid at and before the sealing of these presents by Rebecca Maree Brooks

in the State aforesaid, 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 Rebecca Maree Brooks, her heirs and assigns:

All that piece, parcel or lot of land, together with the buildings and improvements thereon, situate in the Town of Walterboro, County of Colleton and State of South Carolina, measuring four hundred and seventy one (471) feet on the Northern line and bounded on the North by lands this day conveyed to Ophelia Lewis, Wilhelmina Tracy and Edith Buchanan; measuring one hundred and twenty two (122) feet on the Eastern line and bounded on the East by Jefferies Boulevard, known as U. S. Highway NO. 15 and 15 A; measuring three hundred and seventy six (376) feet on the Southern line and bounded on the South by lot of P. B. Burnell, formerly Fraser; measuring one hundred and twenty four (124) feet on the Western line and bounded on the West by lands of P. B. Burnell, formerly Fraser. Said lot and improvements being the southern part of the estate lands of Rachel Magee Martin. All of which will more fully appear by reference to a plat of the said lot made for Rebecca Maree Brooks by J. M. Frank, Registered Civil Engineer an Surveyor, of date July, 1944.

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 Rebecca Maree Brooks, her Heirs and Assigns, forever.

AND We do hereby bind ourselves and our Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Rebecca Maree Brooks, her Heirs and Assigns, against us and our Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS our Hand S. and Seal S. this 18th day of October in the year of our Lord one thousand nine hundred and forty-four and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

J. C. Lemacks — Ophelia Lewis (L.S.)

Myrtis A. Fripp — Wilhelmene Tracy (L.S.)

Edith Buchanan (L.S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ ____ S.C. Stamps $ ____

Personally appeared before me Myrtis A. Fripp and made oath that he saw the within named Ophelia Lewis, Wilhelmina Tracy and Edith Buchanan sign, seal, and as their act and deed, deliver the within written Deed; and that S he with J. C. Lemacks witnessed the execution thereof.

Sworn to before me, this 18th day of October, 1944, A. D. 19__

J. C. Lemacks (SEAL)
Notary Public for S. C.

Myrtis A. Fripp

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, ____, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. ____ the wife of the within named ____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named ____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this ____ day of ____, Anno Domini 19__

(SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 10th day of Oct at 6 PM. 1944, 19__

C. C. & R. M. C.

DEED

126

Rebecca Maree Brooks To Ophelia Lewis et al

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Rebecca Maree Brooks

in the State aforesaid, in consideration of the sum of Ten and NO/100 ($10.00) Dollars and partition DOLLARS, to me in hand paid at and before the sealing of these presents by Ophelia Lewis, Wilhelmina Tracy and Edith Buchanan

in the State aforesaid, 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 Ophelia Lewis, Wilhelmina Tracy and Edith Buchanan, their heirs and assigns:

All that piece, parcel or lot of land, together with the buildings and improvements thereon, situate in the Town of Walterboro, County of Colleton and State of South Carolina, containing thirteen (13) acres, more or less, and bounded as follows: North and North east by the main run of Ireland Creek; East by lot of Fishburne, lot of Salisbury, lot of Singleton and by Jefferies boulevard, known as U. S. Highway NO. 15 and 15A; South by lot this day conveyed to Rebecca Maree Brooks; West by lands formerly Charles Hippe. Said lot and improvements being the northern part of the estate lands of Rachel Maree Martin. All of which will more fully appear by reference to a plat of the said 13 acres made for Rachel Maree by C. S. Dukant, Surveyor, dated March 22, 1934.

Excepting, however, from the said thirteen acres the lot on the Southern portion of the said tract this day conveyed to Rebecca Maree Brooks and also excepting, on the east side of said tract, a strip of fifty (50) feet conveyed to DeTreville and a strip of Fifty (50) feet conveyed to Salisbury.

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 Ophelia Lewis, Wilhelmina Tracy and Edith Buchanan, their Heirs 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 Ophelia Lewis, Wilhelmina Tracy and Edith Buchanans, their Heirs and Assigns, against NO and my Heirs and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS My Hand and Seal, this 18th day of October in the year of our Lord one thousand nine hundred and forty-four and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

J. C. Lemacks — Rebecca Maree Brooks (L. S.)

Myrtle A. Fripp — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ S. C. Stamps $

Personally appeared before me Myrtle A. Fripp and made oath that he saw the within named Rebecca Maree Brooks sign, seal, and as her act and deed, deliver the within written Deed; and that he, he with J. C. Lemacks witnessed the execution thereof.

Sworn to before me, this 18th day of October 1944, A. D. 19

J. C. Lemacks (SEAL)
Notary Public for S. C.

Myrtle A. Fripp

THE STATE OF SOUTH CAROLINA, Colleton County.

NO RENUNCIATION OF DOWER NECESSARY WHERE GRANTOR A WOMAN

I, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of Anno Domini 19

(SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 18th day of Oct at 8 P. M. 1944

C. C. & R. M. C.

POWER OF ATTORNEY

GENERAL

KNOW ALL MEN BY THESE PRESENTS : That, I, Harlan A. Pontious, a legal resident of the (Town, city or county) State of South Carolina, United States of America, Walterboro now in the military service as a Corporal (Army serail NO.34364643), and anticipating that I may be required to go overseas in said military service, have made, constituted and appointed, and by these presents do make, constitute and appoint Edith H. Pontious, my mother whose address is 181 Hampton St. Walterboro, S. Caroline my true and lawful attorney to act in, manage, and condut 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 benefit, and as my act and deed, to do and execute, or to concur with persons jointly interested with myself therein in the doing or executing of, all or any of the following acts, deeds, and things, that is to say:

(1) to by, receive, lease, accept, or otherwise acquire; to sell, convey, mortgage, hypothecate, pledge, quit claim, or otherwise encumber od dispose of; or to contract or agree for the acquisition, disposal or encumbrance of; any property whatsoever and wheresoever situated, be it real, personal, or mixed, or any custody, possession, interest, or right therein or pertaining thereto, upon such terms as my said attorney shall think proper; (2) To take hold, possess, invest, lease, or let, or otherwise manage any or all of my real, personal, or mixed property, or any interest therein; to eject, remove, or relieve tenants or other persons from, and recover possession of, such property by all lawful means; and to maintain, protect, preserve, insure, remove, store, transport, repair, rebuild, modify, or improve the same or any part thereof;

(3) To make, do, and transact all and every kind of business of what nature or kind soever, including the receipt, recovery, collection, payment, compromise, settlement, and adjustment of all accounts, legacies, bequests, interests, dividends, annuities, demand debts, taxes, and obligations, which may now or hereafter be due, owing, or payable by me or to me;

(4) To make, indorse, accept, receive, sign, seal, execute, acknowledge, and deliver deed, assignments, agreements, certificates, hypothecations, checks, notes, bonds, vouchers, receipts, and such other instruments in writing of whatever kind and nature as may be necessary, convenient or proper in the premises;

(5) To deposit and withdrey for the purposes hereof, in either my said attorney's name or my name or jointly in both our names, in or from any banking instution, 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;

(6) To institute, prosecure, defend, compponise, arbitrate, and dispose of legal, equitable, or administrative hearings, actions, suits, attachments, arrests, distresses or other proceedings or otherwise engage in litigation in connection with the premises;

(7) To act as my attorney or proxy in respect to any stocks, shares, bonds, or other investments, rights, or interests, I may now or hereafter hold;

(8) 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 or things herein mentioned and upon such terms as my attorney shall think fit;

(9) To execute vouchers in my behalf for any and all allowances and reimbursements property payable to me by the United States, including but not restricted to allowances and reimbursements for transportation of dependents or for shipment of household effects as authorized by law or Army regulations, and to receive, indorse, and collect the proceeds of checks payable to the order of the undersigned drawn on the Treasurer of the United States;

(10) to prepare, execute, and file income and other tax returns, and other governmental reports, applications, requests and documents;

(11) To take possession, and order the removal and shipment, or any of my property from any post, warehouse, depot, dock, or other place of storage or safe keeping, governmetal or

private; and to execute and deliver any release, voucher, receipt, shipping ticket, certificate, or other instrument nexessary or convenient for such purpose.

GIVING AND GRANTING unto my said attorney full power and authority to do and perform all and every act, deed, matter, an thing whatsoever in and about my estate, property, and affairs as fully and effectually to all intents and purpose as I might or could do in my own proper person if personally present, the above specially 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 virtue 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 other revocation of this instrument, unless and until reliable intelligence or notice thereof shall have been received by my said attorney; and whether or not I, the grantor of this instrument, shall have been reported or listed, either officially or otherwise, as "missing in action" as that phrase is used in military parlance, it being the independent hereof that such status designation shall not bar my attorney from fully and completely exercising and continuing to exercise any and all powers and rights herein granted, and that such report of "missing in action" shall neither constitute or be interpreted as constituting notice of my death nor operate to revoke this instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 24th day of February, nineteen hundred and forty three

Harlan A. Pontious (SEAL)

WITNESSES:

George A. Overbrook-38128689 405 Burnet Ave, Cincinnati, Ohio.

Victor H. Cohen O-1002184 Jessup, Maryland

Robert A. Pike 31200910 RFD #3, Cambridge, Maryland.

ACKNOWLEDGMENT.

ANNE ARUNDEL)
county of district

MARYLAND
state of County)

I, Elise Griffith, do hereby certify that I am duly commissioned, qualified and authorized notary public in and for the A. A. Co; and that Harlan A. Pontious (name of grantor) grantor in the foregoing Poer of Attorney, dated Feby 24, 1944 and hereto annexed, who is personally well known to me as the person who executed the foregoing Power of Attorney, appeared before me thi day within the territorial limits of my authority, and being first duly sworn (executed) (acknowledged) said instrument after the contents thereof had been read and duly explained to him, and acknowledged that the execution of said instrument by him was his free and voluntary act and deed for the uses and purposes therein set forth.

IN Witness whereof, I have hereunto set my hand and affixed my official seal this 24 day of Feb. 1944

Elise Griffith
Notary Public.
My commission expires May 7th 1946.

(SEAL AFFIXED HERE)

Recorded October 26th 1944

B. L. Rhodes Sheriff To Forfeited Land Commission

The State of South Carolina,
COUNTY OF Colleton

To All Whom These Presents May Concern:

WHEREAS, by an Act of the General Assembly of the State of South Carolina, entitled "An Act in Relation to Forfeited Land, Delinquent Lands, and Collection of Taxes," approved December 24th, 1887, and Acts amendatory thereof it is provided that hereafter, immediately upon the expiration of the time allowed by law for the payment of taxes in any year, the County Treasurer of each County shall and is hereby authorized and directed, to issue in the name of the State, a warrant or executions, in duplicate, against each defaulting taxpayer in his County, signed by him in his official capacity, directed to the Sheriff of his County or his lawful deputy requiring and commanding him to levy the same by distress and sale of so much of the defaulting taxpayer's estate, real or personal, or both, as may be sufficient to satisfy the taxes, State, School, County and Special, of such defaulter, specifying therein the aggregate amounts of all his taxes, as well as the amount to each fund and

WHEREAS, it is further provided by said Act and Amendatory Acts that under and by virtue of said warrant or execution, the Sheriff shall seize and take exclusive possession of so much of the defaulting taxpayer's estate, real or personal, or both as may be necessary to raise a sum of money named therein and the charges thereon, and after due advertisement sell the same before the Court House door of the County, on a regular sales day, and within the usual hours for public sales, for cash, give to the purchaser (upon his complying with the terms of sale) a receipt for the purchase money, but not make title to the purchaser until the expiration of twelve months from the day of sale, if the property said be not redeemed as therein provided, and unless said receipt with the duplicate warrant with the endorsement thereon of his action thereunder, and

WHEREAS, F. L. Campbell The County Treasurer of Colleton County, has issued his warrant directed to me, by authority of said Act, against Est. P. K. Risher, Sr., a defaulting taxpayer of said County, strictly charging and commanding me, as Sheriff of said County, to levy by distress and sale of the personal property, and if sufficient personal property cannot be found, then by distress and sale of the land of the said Est. P. K. Risher, Sr. defaulter, the sum of Four and 4/100 Dollars, together with Six and 92/100 Dollars, the charges thereof and sold for 1938 taxes; and

WHEREAS by virtue of said warrant or execution I, B. L. Rhodes Sheriff of the County and State aforesaid, did on the 7th day of December 1940, 194, seize and take possession of the Real property hereinafter described, and on the sales day of the month of January 1941, in the year 194 ..., during the usual hours of sale, after due advertisement, sell the same to Forfeited Land Commision the purchaser, and the highest bidder at such sale, for the sum of Ten and 99/100- - - - - Dollars, and gave a receipt for said purchase money to him; and

WHEREAS, twelve months have elapsed since the date of said sale, and the said Est. P. K. Risher Sr. the defaulting taxpayer or other party interested has failed to redeem said land as said for there

NOW, THEREFORE, I B. L. Rhodes Sheriff of said County, in consideration of the premises, and the sum of Ten and 99/100- - - - - Dollars, to me paid by the said Forfeited Land Commission, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

Forfeited Land Commission

All that piece, parce, or tract of land, lying and being in Smoaks School District, Colleton County, South Carolina, measuring and containing twenty-five (25) acres more or less, and bounded as follows: North by Edisto River; East and South by lands of Sherman Henderson, Julius Walker, Jim and Frank Williams; West by Lisbon River

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

TO HAVE AND TO HOLD all and singular the premises hereby granted, with the appurtenances, unto the said Forfeited Land Commission, its successors

~~FOREVER~~ forever, according to the form, force and effect of the laws and usages of the State of South Carolina in such cases made and provided.

WITNESS my hand and seal this 12th day of June in the year of our Lord one thousand nine hundred and forty-two and in the ... year of the Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF US:

J. J. Troxell

Coralie Padgett

B. L. Rhodes, Sheriff

Colleton Co. S. C. (SEAL AFFIXED)

STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY APPEARED BEFORE ME B. L. Rhodes and made oath that he saw the above named Sheriff of the County of Colleton sign, seal, and as his act and deed deliver the above Deed of Conveyance; and that he, with Coralie Padgett witnessed the execution thereof.

SWORN before me this 12th day of June 1942 A. D. 194

Coralie Padgett
Notary Public, S. C.

J. J. Troxell

Recorded this 19th day of October 1944 at 9 A.M. 194

C C & R M C

DEED

140

B. L. RHODES, SHERIFF TO FRANCIS EMILY HARRISON

The State of South Carolina,

COUNTY OF Colleton

To All Whom These Presents May Concern:

WHEREAS, by an Act of the General Assembly of the State of South Carolina, entitled "An Act in Relation to Forfeited Land, Delinquent Lands, and Collection of Taxes," approved December 24th, 1887, and Acts amendatory thereof it is provided that hereafter, immediately upon the expiration of the time allowed by law for the payment of taxes in any year, the County Treasurer of each County shall and is hereby authorized and directed, to issue in the name of the State a warrant or execution, in duplicate, against each defaulting taxpayer in his County, signed by him in his official capacity, directed to the Sheriff of his County or his lawful deputy requiring and commanding him to levy the same by distress and sale of so much of the defaulting taxpayer's estate, real or personal, or both, as may be sufficient to satisfy the taxes, State, School, County and Special, of such defaulter, specifying therein the aggregate amount of all his taxes, as well as the amount to each fund and

WHEREAS, it is further provided by said Act and Amendatory Acts that under and by virtue of said warrant or execution, the Sheriff shall seize and take exclusive possession of so much of the defaulting taxpayer's estate, real or personal, or both as may be necessary to raise a sum of money demand therein and the charges thereon, and after due advertisement sell the same before the Court House door of the County, on a regular sales day, and within the usual hours for public sales, for cash, give to the purchaser (upon his complying with the terms of sale) a receipt for the purchase money, but not make title to the purchaser until the expiration of twelve months from the day of sale, if the property sold be not redeemed as therein provided, and return said receipt with the duplicate warrant with the endorsement thereon of his action thereunder, and

WHEREAS, F. L. Campbell The County Treasurer of Colleton County, has issued his warrant directed to me, by authority of said Act, against Heirs of Annie Mitchell a defaulting taxpayer of said County, strictly charging and commanding me, as Sheriff of said County, to levy by distress and sale of the personal property, and if sufficient personal property cannot be found, then by distress and sale of the land of the said Heirs of Annie Mitchell defaulter, the sum of Eight and 28/100 ----- Dollars, together with Six and 68/100 ----- Dollars, the charges thereof and sold for 1942 taxes; and

WHEREAS by virtue of said warrant or execution I, B. L. Rhodes Sheriff of the County and State aforesaid, did on the 10th day of August, 1943, seize and take possession of the Real property hereinafter described, and on the sales day of the month of November in the year 1943, during the usual hours of sale, after due advertisement, sell the same to Francis Emily Harrison the purchaser, and the highest bidder at such sale, for the sum of Fourteen and 92/100 ----- Dollars, and gave a receipt for said purchase money to him; and

WHEREAS, twelve months have elapsed since the date of said sale, and the said Heirs of Annie Mitchell the defaulting taxpayer or other party interested has failed to redeem said land so sold for taxes

NOW, THEREFORE, I B. L. Rhodes Sheriff of said County, in consideration of the premises, and the sum of Fourteen and 92/100 ------- Dollars, to me paid by the said Francis Emily Harrison, have granted, bargained, sold and released, and by these presents do grant, bargain sell and release unto the said Francis Emily Harrison:

All that piece, parcel or tract of land, lying and being in Cottageville School District, Colleton County, South Carolina, measuring and containing Fifty (50) acres, more or less, and bounded as follows: North by lands of M. H. Mott; East by Public Road leading from Cottageville to Jacksonboro; South by lands of Charles Lee; West by lands of West Virginia Paper and Pulp Co.

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

TO HAVE AND TO HOLD all and singular the premises hereby granted, with the appurtenances, unto the said Francis Emily Harrison, her heirs and assigns forever, according to the form, force and effect of the laws and usages of the State of South Carolina in such cases made and provided.

WITNESS my hand and seal this 3rd day of November in the year of our Lord one thousand nine hundred and forty-four and in the year of the Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF US:

Cornelia Padgett

A. F. Sineath

B. L. Rhodes
Sheriff Colleton Co. S. C.
(Seal affixed)

STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY APPEARED BEFORE ME A. F. Sineath and made oath that he saw the above named B. L. Rhodes Sheriff of the County of Colleton sign, seal, and as his act and deed deliver the above Deed of Conveyance; and that he, with Cornelia Padgett witnessed the execution thereof.

SWORN before me this 3rd day of November, A. D. 1944

Cornelia Padgett
Notary Public, S. C.

A. F. Sineath

Recorded this 3rd day of November at 3:15 P. M., 1944.

C C & R M C

Forfeited Land Commission To Dan E. Crosby

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, That Forfeited Land Commission for Colleton County, under the authority of the Act of the General Assembly of South Carolina, approved 25 March, 1927, and all other Acts of the General Assembly of South Carolina thereunto enabling, and by virtue of all authority and powers vested in said Forfeited Land Commission for Colleton County, and in the exercise of all powers vested in said Forfeited Land Commission, it being to the best interest of the County and State to sell the lands hereinafter described for the purchase price hereinafter named:

In consideration of the sum of Thirty six &72/100 ($36.72) DOLLARS, to it in hand paid at and before the sealing of these presents by Dane E. Crosby in the State aforesaid, County of Colleton, 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

Dane E. Crosby, his heirs and assigns:

All that piece, parcel or tract of land, lying and being in Smoaks School District, Colleton County, South Carolina, measuring and containing twenty-five (25) acres, more or less, and bounded as follows: North by Edito River; East and South by lands of Sherman Henderson; Julius Walker, Jim & Frank Williams; West by Liston River.

Formerly lands of Estate of P. W. Risher, Sr.

The above described tract of land is the same conveyed unto the Forfeited Land Commission of Colleton County by the Sheriff of Colleton County by deed dated June 12th 1942, 194

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 Dan E. Crosby, his Heirs and Assigns forever.

And Forfeited Land Commission does hereby bind itself and its successors to warrant and forever defend, all and singular, the said Premises unto the said Dan E. Crosby, his

heirs and assigns against it and its successors, lawfully claiming, or to claim the same, or any part thereof.

In Testimony whereof, Forfeited Land Commission, by E. H. Saunders, Clerk of Court; F. V. Campbell, County Treasurer; and R. O. Goodwin, County Auditor has hereunto set its hand and seal, this 19th day of October in the year of our Lord One Thousand Nine Hundred and forty-four and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of:

Melba Breland
Zola N. Campbell

FORFEITED LAND COMMISION (L.S.)
E. H. Saunders, Clerk of Court, (L.S.)
F. V. Campbell County Treasurer (L.S.)
R. O. Goodwin County Auditor (L.S.)

STATE OF SOUTH CAROLINA,
County of Colleton.

PERSONALLY appeared before me Melba Breland and made oath that she saw the within named Forfeited Land Commission, by E. H. Saundeds Clerk of Court, F. V. Campbell, County Treasurer; and R. O. Goodwin County Auditor sign, seal and as its Act and Deed, deliver the within written Deed; and that she with Zola N. Campbell witnessed the execution thereof.

Melba Breland

Sworn to before me, this 19th day of October 1944, A. D. 194

Coralie Padgett (Seal)
Notary Public for S. C.

Recorded this 19th day of October at 9 A. M. 1944, 194

CCCP.&G.S.

143

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, That Forfeited Land Commission for Colleton County, under the authority of the Act of the General Assembly of South Carolina, approved 25 March, 1927, and all other Acts of the General Assembly of South Carolina thereunto enabling, and by virtue of all authority and powers vested in said Forfeited Land Commission for Colleton County, and in the exercise of all powers vested in said Forfeited Land Commission, it being to the best interest of this County and State to sell the lands hereinafter described for the purchase price hereinafter named:

_____ in consideration of the sum of

_____ DOLLARS,

to it in hand paid at and before the sealing of these presents by _____

in the State aforesaid _____ 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 _____

The above described tract of land is the same conveyed unto the Forfeited Land Commission of Colleton County by the Sheriff of Colleton County by

deed dated _____, 194__.

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 _____

_____ Heirs and Assigns forever.

And Forfeited Land Commission does hereby bind itself and its successors to warrant and forever defend, all and singular, the said Premises unto the said _____

heirs and assigns against it and its successors, lawfully claiming, or to claim the same, or any part thereof.

In Testimony whereof, Forfeited Land Commission, by _____

_____

has hereunto set its hand and seal, this _____ day of _____ in the year of our Lord One Thousand Nine Hundred and _____ and in the one hundred and _____ year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of:

_____ (L. S.)

_____ (L. S.)

_____ (L. S.)

STATE OF SOUTH CAROLINA,
County of Colleton.

PERSONALLY appeared before me _____

and made oath that _____ saw the within named Forfeited Land Commission, by _____

_____

_____

_____

_____

sign, seal and as its Act and Deed, deliver the within written Deed; and that _____ with _____

_____ witnessed the execution thereof.

Sworn to before me, this _____ day of _____, A. D. 194__.

_____ (Seal)
Notary Public for S. C.

Recorded this _____ day of _____, 194__.

_____

CCCP&GA

R. H. Rahn To M. P. Rahn

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, R. H. Rahn

in the State aforesaid, in consideration of the sum of Three Thousand and NO/100 ($3000.00) - - - - - DOLLARS, to me in hand paid at and before the sealing of these presents by M. P. Rahn in the State aforesaid, 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 M. P. Rahn, his heirs and assigns:

All that certain piece, parcel or tract of land situate, lying and being in Broxton Township, County and State aforesaid, measuring and containing One Hundred (100) acres, more or less and bounded as follows, to wit: North by lands of J. P. Rahn, part of the same original tract; East by lands now or formerly of Colleton Cypress Company; South by lands of Cline Stephens and estate of Kinlaw Stephens and on the West by estate of John Jamison.

The lands herein conveyed being the same conveyed to me by J. P. Rahn by deed dated the 14th day of October 1940, and recorded in Book 79 at page 302 in the RMC Office for Colleton County.

TOGETHER with, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said M. P. Rahn, his Heirs 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 M. P. Rahn, his Heirs and Assigns, against Me and my Heirs, and every persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 18th day of October in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

J. D. Smoak — R. H. Rahn (L. S.)

I. A. Smoak — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ 3.30, S. C. Stamps $ 6.00

Personally appeared before me J. D. Smoak and made oath that he saw the within named R. H. Rahn sign, seal and as his act and deed, deliver the within written Deed; and that he with I. A. Smoak witnessed the execution thereof.

Sworn to before me, this 18th day of October 1944, A. D. 19

I. A. Smoak (SEAL)
Notary Public for S. C.

J. D. Smoak

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, I. A. Smoak, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Maggie B. Rahn the wife of the within named R. H. Rahn 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 M. P. Rahn, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 18th day of October 1944, Anno Domini 19

I. A. Smoak (SEAL)
Notary Public for S. C.

Maggie B. Rahn

Recorded the above conveyance, this 19th day of Oct at 10 A. M. 1944, 19

C. C. & R. M. C.

DEEDS

144

MRS. GEORGE KINARD TO EDWARD C. NURDAUGH

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Mrs. George Kinard

in the State aforesaid Colleton County in consideration of the sum of five hundred and no/100 ($500.00) ---------- DOLLARS, to me in hand paid at and before the sealing of these presents by Edward C. Nurdaugh

in the State aforesaid Colleton County 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 Edward C. Nurdaugh, his heirs and assigns,

All that lot of land situate in Williams, South Carolina, Colleton County, measuring and containing one-half acre, more or less, and bounded and described as follows: North by Front Street, separating it from lands of J. J. Padgett; East by Edward C. Nurdaugh; South by J. Z. O'Quinn; and West by Clyde B. Warren. The same measuring 105 feet on the North and South lines an 210 feet on the East and West lines.

Being the same tract of land conveyed to me by C. B. Warren by deed recorded in the Clerk's Office for Colleton County in Book 61, page 496.

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 Edward C. Nurdaugh, his Heirs 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 Edward C. Nurdaugh, his Heirs and Assigns, against me and my Heirs, and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal this 24th day of October in the year of our Lord one thousand nine hundred and Forty four, and in the one hundred and ------- year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Hubert L. Padgett — Mrs. George Kinard (L. S.)

Ruth W. Carter — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $.50 S. C. Stamps $1.00

Personally appeared before me Ruth W. Carter and made oath that she saw the within named Mrs. George Kinard sign, seal, and as her act and deed, deliver the within written Deed; and that she with Hubert L. Padgett witnessed the execution thereof.

Sworn to before me, this 24th day of October, A. D. 1944

Hubert L. Padgett (SEAL)
Notary Public for S. C.

Ruth W. Carter

THE STATE OF SOUTH CAROLINA, Colleton County. GRANTOR IS A WOMAN — RENUNCIATION OF DOWER

I, ---------- a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. ---------- the wife of the within named ---------- did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named ---------- Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this ---------- day of ---------- Anno Domini 19----

---------- (SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 24th day of October at 12 M. 1944

C C & R. M. C

137
145

W. G. Proveaux To Hugh H. Hoats

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON,

KNOW ALL MEN BY THESE PRESENTS, THAT

I, W. G. Proveaux

in the State aforesaid, in consideration of the sum of Four Thousand and NO/100- - - - - - - - - DOLLARS, to me in hand paid at and before the sealing of these presents by Hugh H. Hoats

in the State aforesaid, 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 Hugh H. Hoats, his heirs and assigns:

All that piece, parcel or tract of land, together with the buildings and improvements thereon, situate in Ritter School District, County of Colleton and State of South Carolina containing thirty one (31) acres, more or less, and bounded now or formerly as follows: North and North West by lands of Estate of W. A. Ritter, formerly A. Ritter; East by lands of Colleton Mercantile and Manufacturing Company, known as Cooks Hill; South by lands of E. W. Hooker, formerly I. Z. Hooker; West by State Highway 303, leading from Walterboro to Green Pond. Being the same premises which were conveyed to W. G. Proveaux by J. P. Thomas by deed dated 5 February, 1919, recorded 6 February, 1919, in the Office of Clerk of Court for Colleton County, S. C., in Book 48, page 3. Said tract of land contains thirty four and five-tenths (34.5) acres, according to plat thereof made by J. N. Frank, registered Civil Engineer and Surveyor, for W. G. Proveaux, of date January 11, 1935, recorded January 15 1935, in the office of Clerk of Court for Colleton County, S. C. in Plat Book 2, page 129.

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 Hugh H. Hoats, his Heirs 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 Hugh H. Hoats, his Heirs and Assigns, against me and my Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 16th day of October in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

J. C. Lemacks — W. G. Proveaux (L. S.)

Myrtis A. Fripp — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ 4.40 S. C. Stamps $ 8.00

Personally appeared before me Myrtis A. Fripp and made oath that he saw the within named W. G. Proveaux sign, seal, and as his act and deed, deliver the within written Deed; and that S he with J. C. Lemacks witnessed the execution thereof.

Sworn to before me, this 16th day of October 1944, A. D. 19

J. C. Lemacks (SEAL)
Notary Public for S. C.

Myrtis A. Fripp

RENUNCIATION OF DOWER

THE STATE OF SOUTH CAROLINA, Colleton County.

I, J. C. Lemacks, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Julia T. Proveaux the wife of the within named W. G. Proveaux 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 Hugh H. Hoats, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 16th day of October 1944, Anno Domini 19

J. C. Lemacks (SEAL)
Notary Public for S. C.

Julia T. Proveaux

Recorded the above conveyance, this 18th day of Oct at 4 PM. 1944, in

C. C. & R. M. C.

146

THOMAS L. KAY TO TOMMIE C. SMOAK

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Thomas L. Kay

in the State aforesaid, in consideration of the sum of five and no/100 ($5.00) love and affection DOLLARS, to me in hand paid at and before the sealing of these presents by Tommie C. Smoak

in the State aforesaid, 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 Tommie C. Smoak, her heirs and assigns:

All that certain piece, parcel or lot of land lying and being in the town of Walterboro, County and State aforesaid, measuring on the Northern line 100 feet, and bounded on the North by lands of Miss Lucia Patterson; measuring on the eastern line 60 feet, and bounded on the said eastern line by lands of Mrs. Angus Patterson; measuring on the Southern line 100 feet, and bounded on said Southern line by lands of Tommie C. Smoak, part of the same lot, and measuring on the Western line 60 feet, and bounded on said western line by Heywood Street.

This being the same lot conveyed to me by Tommie C. Smoak on the 10th day of September 1943, and recorded in book ____ at page ___ in the R.M.C. office for Colleton County.

TOGETHER with, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Tommie C. Smoak, her Heirs 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 Tommie C. Smoak, her Heirs and Assigns, against me and my Heirs and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal this 29th day of December in the year of our Lord one thousand nine hundred and forty-three and in the one hundred and sixty eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

W. E. Funderburk — Thomas L. Kay (L. S.)

I. A. Smoak — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ ____ S. C. Stamps $ ____

Personally appeared before me W. E. Funderburk and made oath that he saw the within named Thomas L. Kay sign, seal and as his act and deed, deliver the within written Deed; and that he with I. A. Smoak witnessed the execution thereof.

Sworn to before me, this 29th day of December, A. D. 1943

I. A. Smoak (SEAL) Notary Public for S. C.

W. E. Funderburk

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, I. A. Smoak, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Louise C. Kay, the wife of the within named Thomas L. Kay, 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 Tommie C. Smoak, her Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 10th day of January, Anno Domini 19 44

I. A. Smoak (SEAL) Notary Public for S. C.

Louise C. Kay

Recorded the above conveyance, this 25th day of October at 4 P.M. 1944

C.C.&R.M.C.

88 (Texas) W. C. PEARCY TO J. E. HOLSEY Form P O-D

Oil and Gas Mining Lease

AN AGREEMENT, entered into this 28th day of April 1944, between W. C. Pearcy

lessor (whether one or more), of the post office of Walterboro, South Carolina, and J. E. Holsey, Lessee.

1. Lessor, in consideration of the sum of Sixty Nine and 25/100 Dollars ($ 69.25), in hand paid, and of the covenants and agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee, for the purpose of mining by any method for formations or structures and prospecting and drilling for, mining, and producing oil and gas, laying pipe lines, building tanks, storing oil and water resulting from operations hereunder, and building towers, stations, telephone lines and other structures (including houses for employees) thereon, to produce, save, take care of, treat, process and transport oil and gas, the following described land in Colleton County, South Carolina, to-wit:

All those tracts of land situate in Colleton County, South Carolina, aggregating Thirteen Hundred eighty five (1385) acres, more or less, being lands conveyed to W. C. Pearcy by deeds dated and recorded in the Office of the Clerk of Court for said County as follows, towit:

E. B. Benton to W. C. Pearcy, 3 May 1928, Book 61, Page 308.
C. G. Padgett, et al, to W. C. Pearcy, 31 May 1943, Book 84, Page 548.
W. K. Ackerman to W. C. Pearcy, 24 February 1943, Book 84, Page 297.
Reference is here made to the record of said deeds for more particular descriptions.

For Release See Deed Book 103 Page 525

It is the intention of the lessor and lessee that this lease shall also include, and there is hereby included and leased for the purposes and considerations herein stated, all the land owned and claimed by lessor adjacent or contiguous to the land above described, whether in the same or different surveys. For the purpose of determining the amount of any money payment hereunder said premises shall be treated as comprising 1385 acres, whether there be more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten years from this date (hereinafter called "primary term") and as long thereafter as either gas or oil is produced from said land hereunder.

3. The royalties reserved by lessor, and which shall be paid by lessee, are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected; however, lessee may from time to time purchase such royalty oil, paying therefor the market price at the wells currently prevailing on the day it is run into the pipe line or storage tanks; lessor's interest in either case shall bear its proportion of any expense of treating unmerchantable oil to render it merchantable as crude; and (b) on gas (including casing-head gas) produced from said land and sold or used off the land or in the manufacture of gasoline or other product, the market value at the wells of one-eighth of the gas so sold or used, provided that if and when lessee shall sell gas (including casing-head gas) at the wells, lessee's royalty thereon shall be one-eighth of the amount realized from such sales; during any period when, after a discovery of gas on said land, gas is not being sold on account of lack of a market, and is not being used off the land or in the manufacture of gasoline or other products, and there is no current production or operation on said land sufficient to keep this lease in force, lessee may pay as royalty Fifty Dollars ($50) per year for each shut-in gas well, and it will be considered that gas is being produced, within the meaning of paragraph 2 hereof, during any period for which such payment is made, and no rental shall more during any period covered by such a payment.

4. If drilling operations are not commenced on said land on or before one year from this date, this lease shall then terminate as to both parties, unless lessee shall pay or tender to lessor or to the credit of lessor in, Bank of Walterboro, Walterboro, South Carolina, or any successor, the sum of Sixty Nine and 25/100 Dollars ($ 69.25) (hereinafter called "rental"), which shall extend for 12 months the time within which drilling operations may be commenced. Thereafter, annually, in like manner, and upon like payments or tenders, the commencement of drilling operations may be further deferred for periods of 12 months, each during the primary term. The payments or tenders of rental may be made by the check or draft of lessee mailed or delivered to such bank or lessor (at post-office address last known to lessee) on or before each date for payment. Notwithstanding any change or division in the ownership of said land, the payment or tender of rental in the manner herein provided shall be binding on the heirs, successors and assigns of lessor. If the bank above-named (or any successor) should fail or refuse to accept rental, or should cease to transact banking business without having a successor, lessee shall have thirty (30) days after lessor shall have delivered to lessee a proper recordable instrument designating a sub-agent bank (and its successors) as agent to receive rentals, within which to make payment or tender of any rental or rentals tendered but not accepted or whose normal date for payment shall fall before the end of said thirty (30) day period. Lessor shall advise lessee, by notice in writing, whenever the bank hereinbefore authorized to receive rentals shall be succeeded by another bank, and lessee shall have thirty (30) day after receipt of such notice, within which to make payment or tender of any rental or rentals whose normal date for payment shall fall before the end of said thirty (30) day period. All provisions applicable to the bank above-named (and its successors) shall apply to a substitute bank and its successors. For the purposes of this lease, a bank is successor to another bank if the former bank shall (directly or through the medium of one or more intervening banks) receive the deposits or continue the banking business of the latter bank. The above-named bank and any other bank authorized to receive rentals hereunder shall be lessor's agent. Drilling operations hereunder shall be deemed to be commenced when the first material is placed on the ground.

5. If during the primary term and prior to the discovery of oil or gas on said land lessee should drill a dry hole thereon, this lease shall not be terminated thereby if lessee commences further drilling operations or commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after sixty (60) days following completion of the dry hole or, if there be no such rental paying date, commences further drilling operations before the expiration of the primary term. If after the discovery of oil or gas the production thereof should cease from any cause, this lease shall not be terminated thereby if lessee commences drilling or reworking operations within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following such cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as drilling or reworking operations (whether on the same well or on different wells successively) are continuously prosecuted and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land hereunder. Such operations, after the expiration of the primary term, shall be deemed to be continuously prosecuted if not more than sixty days shall elapse between the completion of drilling or reworking operations on one well and the commencement of drilling or reworking operations on another well.

6. Lessee shall have the free use of oil, gas and water from said land, except water from lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be on the net quantity after deducting any so used for operations. If lessee shall operate the leased premises jointly with other premises by a central plant or plants using oil or gas as fuel, and there be available such fuel (oil or gas) from the leased premises, then lessee shall have the right to allocate to the leased premises, for deduction as free fuel, their pro rata share of the total oil or gas consumed in such plant or plants as fuel. If in its judgment advantageous, lessee may use on separate operation of the leased premises or in such central plant fuel not available from the leased premises, or power, and charge its cost (or the proper pro rata portion thereof) against the production from the leased premises, but in no event may it charge more than the value (or the proper pro rata portion thereof) of that equivalent amount of fuel from the leased premises which would have been used in the same operations, had fuel from the leased premises been employed therefor. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth in cultivated land, and no well shall be drilled within two hundred feet of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at the risk and expense of lessor, of making connection and using gas from any gas well on said land for stoves and inside lights in the principal dwelling on said land out of any surplus gas not needed for operations hereunder.

7. As used in this paragraph "mineral" means other than oil or gas. If, while this lease remains in force, any mineral shall be discovered in said land in commercial quantities lessee, at lessee's option, shall have the exclusive right to mine the same with all incidental rights, including that of ingress and egress, so long as such mineral shall be produced in commercial quantities, and shall pay lessor a royalty in kind or value at the mine at lessee's election of one-eighth of all minerals so mined, except that the royalty on potassium and sodium salts and related compounds shall be one-twentieth of their value at the mine on all mined and marketed, and except that the royalty on sulphur shall be fifty cents per long ton (2240 lbs.) on all mined and marketed. Production in commercial quantities of any mineral shall keep this lease in force also as to oil and gas and all minerals, and such production shall eliminate rental just as would production of oil or gas. In the event of the discovery of any mineral in substantial quantities which lessee deems to be probably commercial, then, notwithstanding any provision of this lease under which it might sooner terminate, lessee shall be allowed three years after such discovery or after the cessation of the production, if any, of oil or gas, whichever event happens last, within which to determine the extent of the deposit of such mineral and, if such deposit shall be in commercial quantities, to begin commercial production of such mineral. The commercial production of mineral, begun during such three year period but after the primary term, shall have the same effects as though commenced during the primary term. Nothing contained in this paragraph is intended or shall be construed to shorten the primary term or to terminate this lease sooner than it would otherwise terminate.

8. The rights of either party hereunder may be assigned in whole or in part. By an assignment in part is meant an assignment as to only part of said land, or an assignment as to only a certain mineral or minerals, or an assignment as to only a certain mineral or minerals in part of said land. The provisions hereof shall extend to their heirs, successors and assigns of the parties hereto, but no change or division in the ownership of the lands, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights and privileges of lessee; offsetting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises, nor shall separate measurement of the production of any particular well or wells on the leased premises be in any event obligatory. No change or division in the ownership of the lands, rentals or royalties shall be binding on lessee for any purpose until lessee shall be furnished with satisfactory written evidence thereof, including the muniments of title or certified copies thereof. Should lessee assign this lease in whole or in part, lessee shall look solely to the assignee for the performance of its terms, or (if the assignment was in part) for the performance of its terms as to the acreage covered by the assignment, but only as to the mineral or minerals specified therein, if the assignment was limited to a certain mineral or minerals. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals is apportioned as between the several leasehold owners ratably, according to the surface area of each, and failure by one or more of them to pay his share or

shares of the rentals shall not affect the validity of the lease on the part of the land upon which pro rata rentals are paid or tendered. Drilling or production on any portion of the leased premises shall (so far as concerns the continuance of this lease) inure to the benefit of the owners of the lease upon all portions of the leased premises. Lessee may at any time, and from time to time, execute and deliver to lessor or place of record a release covering all or any portion or portions of the leased premises as to all or any specified mineral or minerals, and thereupon shall be relieved of all obligations as to the acreage surrendered, or as to that acreage as to only the particular mineral or minerals specified, as the case may be. After a release of this lease in its entirety as to only part of the acreage, the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by such release.

9. If there are, or if hereafter there shall be, two or more persons each of whom shall be entitled to receive a royalty of less than 1/8 of the total production, all such persons shall, by sufficient written instrument, designate some agent to receive payment for all of them, and lessee shall not be required to make payment to such persons, or any of them, until such instrument is furnished. However, in lieu of all such persons appointing the same agent, such persons may form themselves into different groups, those in each group appointing an agent to receive payment for only those in that group, provided that no group shall in the aggregate own a royalty of less than 1/8 of the total production.

10. This lease shall never be forfeited, cancelled or terminated for failure by lessee to perform in whole or in part any of its implied obligations, nor while oil or gas is being produced in paying quantities for any cause whatsoever, unless there shall first be a final judicial ascertainment that such obligation or cause exists and that lessee is in default. Upon such final determination, lessee is hereby given a reasonable time thereafter to comply with such obligation, or at lessee's election, to surrender the lease, with the option of reserving, under the terms of this lease, each producing well or well that is being drilled or reworked and ten acres surrounding it to be selected by lessee.

11. In case of suit, adverse claim, dispute or question as to the ownership of the rentals or royalties (or some part thereof) payable under this lease, lessee shall not be held in default of payment of such rentals or royalties (or the part thereof in doubt) until such suit, claim, dispute or question has been finally disposed of, and lessee shall have thirty (30) days after being furnished with the original instrument or instruments disposing of such suit, claim, or dispute (or a certified copy or copies thereof), or after being furnished with proof sufficient, in lessee's opinion, to settle such question, within which to make payment. Should the right or interest of lessee hereunder be disputed by lessee, or any other person, the time covered by the pendency of such dispute shall not be counted against lessee either as affecting the term of the lease or for any other purpose, and lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

12. When drilling or other operations are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or as a result of some order, requisition or necessity of the government, or as the result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding. Non-compliance, delay in compliance or incomplete compliance by lessee with any provision of this lease caused by lessee's obeying or performing any statute, regulation, rule or order enacted or issued for the conservation of oil and/or gas or the prevention of the waste of oil and/or gas shall not be considered a default on lessee's part and shall not render lessee liable to lessor for any loss, damage or injury suffered or sustained by lessor on account thereof. Should production temporarily cease on said land on account of a shutdown ordered by any public authority, this lease shall not terminate on that account but, on the contrary, it will be considered that oil and/or gas was produced from said land continuously during such shutdown, within the meaning of paragraph 2 hereof.

13. Lessor hereby warrants and agrees to defend the title to said land and agrees that lessee, at lessee's option, (but without any duty to do so), may pay and discharge in whole or in part any taxes, mortgages, or other liens upon said land or any part thereof, and in that event lessee shall be subrogated to such lien, with full right to enforce the same, and in addition thereto may retain for the satisfaction of such lien and interest all royalties or rentals accruing hereunder. The lessee shall pay directly, or reimburse lessee for, such proportion of any producing and/or severance taxes, upon or measured by the total production or its value, as the royalty interest bears to the total interest. Without any impairment of lessee's rights under lessor's warranty of title it is agreed that if lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

IN WITNESS WHEREOF this instrument is executed on the date above written.

(L. S.)

W. G. Conroy (Seal)

Witnesses:

J. M. Hoover

Elizabeth Fowler

By W. M. Holley (Seal)

STATE OF SOUTH CAROLINA,
Colleton County

Personally appeared before me Elizabeth Fowler

and made oath that she saw the within named W. G. Conroy

sign, seal and as his act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that she, with

J. M. Hoover

witnessed the execution thereof.

SWORN to before me this 26
day of April 1944.
J. M. Hoover (L. S.)
Notary Public of S. C.
(Seal affixed)

Elizabeth Fowler

STATE OF SOUTH CAROLINA,
Colleton County

RENUNCIATION OF DOWER

I, W. F. Sturey, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Leonia G. Conroy

the wife of the within named W. G. Conroy

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

W. G. Holley, his

heirs and assigns, all her interest and estate, and also all her rights and claims of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 26
day of April
Anno Domini 1944.
W. F. Sturey (L. S.)
Notary Public of S. C.
(Seal affixed)

Leonia G. Conroy

THE STATE OF SOUTH CAROLINA,
COUNTY OF ..... } ss.

I, ... Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the 10th day of October 19 44 at 1:30 o'clock P.M., and was duly recorded on this ..... day of ..... 19..... in the Deed Records of said County, in Volume ..... on pages .....

Given under my hand and seal of office on the day and year last above written.

..... Clerk, County Court ..... County, S. C.

By .....
Deputy.

149

88 (Texas) FITZ EUGENE DIXON TO J. W. HOLSBY Form P-O-D

Oil and Gas Mining Lease

AN AGREEMENT, entered into this 16th day of March, 1944, between Fitz Eugene Dixon, whose wife is Helen V. Dixon

lessor (whether one or more), of the post office of White Hall, South Carolina, and J. W. Holsey Lessee.

1. Lessor, in consideration of the sum of Ten and No/100 Dollars ($10.00), in hand paid, and of the covenants and agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee, for the purpose of testing by any method for formations or structures and prospecting and drilling for, mining, and producing oil and gas, laying pipe lines, building tanks, storing oil and water resulting from operations hereunder, and building towers, stations, telephone lines and other structures (including houses for employees) thereon, to produce, save, take care of, treat, process and transport oil and gas, the following described land in Colleton County, South Carolina, to-wit:

Parcel 1. All that tract of land in Heyward Township, County of Colleton and State of South Carolina, known as "White Hall Plantation", measuring and containing Seven Hundred and Fifty-six (756) acres, more or less, and being bounded as follows: On the North by lands now or formerly of B. Garrett, Joe Wright and Savannah River Lumber Company; on the East by lands now or formerly of Lazarus Gertrude, Sam Fraser, Cuffie Middleton and Abram Dasher; on the South by lands now or formerly of Mat Sheppard, Cato Simmons, Martin and Abram Dasher, Marvin Brothers and Atlantic Coast Line Railroad Company separating same from lands now or formerly of B. Garrett; and having such shape, notes, courses and distances as will more fully appear be reference to a plat of said lands made by Chas. G. Bennett, of date July, 1921; being the same lands conveyed by J. C. Guess to Harold M. Marvin, A. C. Sanders and E. S. Sanders by deed dated August 25th, 1925, recorded September 2nd, 1925 in the R.M.C. Office for Colleton County, S. C. in book of deeds 57 at page 301; and being the same lands conveyed by Harold M. Marvin, A. C. Sanders, and E. S. Sanders to Charles L. Lawrence by deed dated March 6th, 1927, and recorded March 23rd, 1927, in the R.M.C. Office for Colleton County, S. C., in book of deeds 60 at page 129, and in the Office of the County Auditor for Colleton County, S. C. in Book T at page 152.

Parcel 2. All of that tract of land situate in the County of Colleton and State of South Carolina containing fourteen acres, more or less, being one-fourth of lot No. 32 Heyward Tract, and having such shape and form as are represented by a plat on record in the office of the Secretary of State being the same tract conveyed by the Sinking Fund Commission to Brown Staggers by deed dated 5 February 1881, and recorded in Vol. B., page 30, duplicate titles in said office, the said land being the same conveyed to D. W. Poyas by J. M. Moorer by deed dated August 29, 1915 and recorded in Book 40, page 576, R.M.C. Office for Colleton County, being same lands conveyed to Jake Pryor by Mrs. D. W. Poyas by deed dated November 28, 1917; recorded September 15, 1918 in the R.M.C. Office for Colleton County in Book 44, page 61; and being the same lands conveyed by Jake Pryor to Charles L. Lawrence by deed dated July 20th, 1929, and recorded July 24th, 1929, in the R.M.C. Office for Colleton County, S. C. in Book of deeds 63

It is the intention of the lessor and lessee that this lease shall also include, and there is hereby included and leased for the purposes and consideration herein stated, all the land owned and claimed by lessor adjacent or contiguous to the land above described, whether in the same or different surveys. For the purpose of determining the amount of any payment hereunder said premises shall be treated as comprising [illegible] acres, whether there be more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten years from this date (hereinafter called "primary term") and as long thereafter as either gas or oil is produced from said land hereunder.

3. The royalties reserved by lessor, and which shall be paid by lessee, are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected; however, lessee may from time to time purchase such royalty oil, paying therefor the market price at the wells currently prevailing on the day it is run into the pipe line or storage tanks; lessor's interest in either case shall bear its proportion of any expense of treating unmerchantable oil to render it merchantable as crude; and (b) on gas (including casing-head gas) produced from said land and sold or used off the land or in the manufacture of gasoline or other product, the market value at the wells of one-eighth of the gas so sold or used, provided that if and when lessee shall sell gas (including casing-head gas) at the wells lessor's royalty thereon shall be one-eighth of the amount realized from such sales; during any period when, after a discovery of gas on said land, gas is not being sold on account of lack of a market, and is not being used off the land or in the manufacture of gasoline or other product, and there is no current production or operation on said land sufficient to keep this lease in force, lessee may pay as royalty Fifty Dollars ($50) per year for each shut-in gas well, and it will be considered that gas is being produced, within the meaning of paragraph 2 hereof, during any period for which such payment is made, and no rental shall more during any period covered by such a payment.

4. If drilling operations are not commenced on said land on or before one year from this date, this lease shall then terminate as to both parties, unless lessee shall pay or tender to lessor or to the credit of lessor in The Bank of Walterboro, Bank at Walterboro, S. C., or any successor, the sum of Fifty-seven and 65/100 Dollars ($57.65) (hereinafter called "rental"), which shall extend for 12 months the time within which drilling operations may be commenced. Thereafter, annually, in like manner, and upon like payments or tenders, the commencement of drilling operations may be further deferred for periods of 12 months, each during the primary term. The payments or tenders of rental may be made by the check or draft of lessees mailed or delivered to such bank or lessor (at post-office address last known to lessee) on or before such date for payment. Notwithstanding any change or division in the ownership of said land, the payment or tender of rental in the manner herein provided shall be binding on the heirs, successors and assigns of lessor. If the bank above-named (or any successor) should fail or refuse to accept rental, or should cease to transact banking business without having a successor, lessee shall have thirty (30) days after lessor shall have delivered to lessee a proper recordable instrument designating a substitute bank (and its successors) as agent to receive rentals, within which to make payment or tender of any rental or rentals rendered but not accepted or whose normal date for payment shall fall before the end of said thirty (30) day period. Lessor shall advise lessee, by notice in writing, whenever the bank hereinbefore authorized to receive rentals shall be succeeded by another bank, and lessee shall have thirty (30) days after receipt of such notice, within which to make payment or tender of any rental or rentals whose normal date for payment shall fall before the end of said thirty (30) day period. All provisions applicable to the bank above-named (and its successors) shall apply to a substitute bank and its successors. For the purposes of this lease, a bank is successor to another bank if the former bank shall (directly or through the medium of one or more intervening banks) receive the deposits or continue the banking business of the latter bank. The above-named bank and any other bank authorized to receive rentals hereunder shall be lessor's agent. Drilling operations hereunder shall be deemed to be commenced when the first material is placed on the ground.

5. If during the primary term and prior to the discovery of oil or gas on said land lessee should drill a dry hole thereon, this lease shall not be terminated thereby if lessee commences further drilling operations or commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following completion of the dry hole or, if there be no such rental paying date, commences further drilling operations before the expiration of the primary term. If after the discovery of oil or gas the production thereof should cease from any cause, this lease shall not be terminated thereby if lessee commences drilling or reworking operations within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following such cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as drilling or reworking operations (whether on the same well or on different wells successively) are continuously prosecuted and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land hereunder. Such operations, after the expiration of the primary term, shall be deemed to be continuously prosecuted if not more than sixty days shall elapse between the completion of drilling or reworking operations on one well and the commencement of drilling or reworking operations on another well.

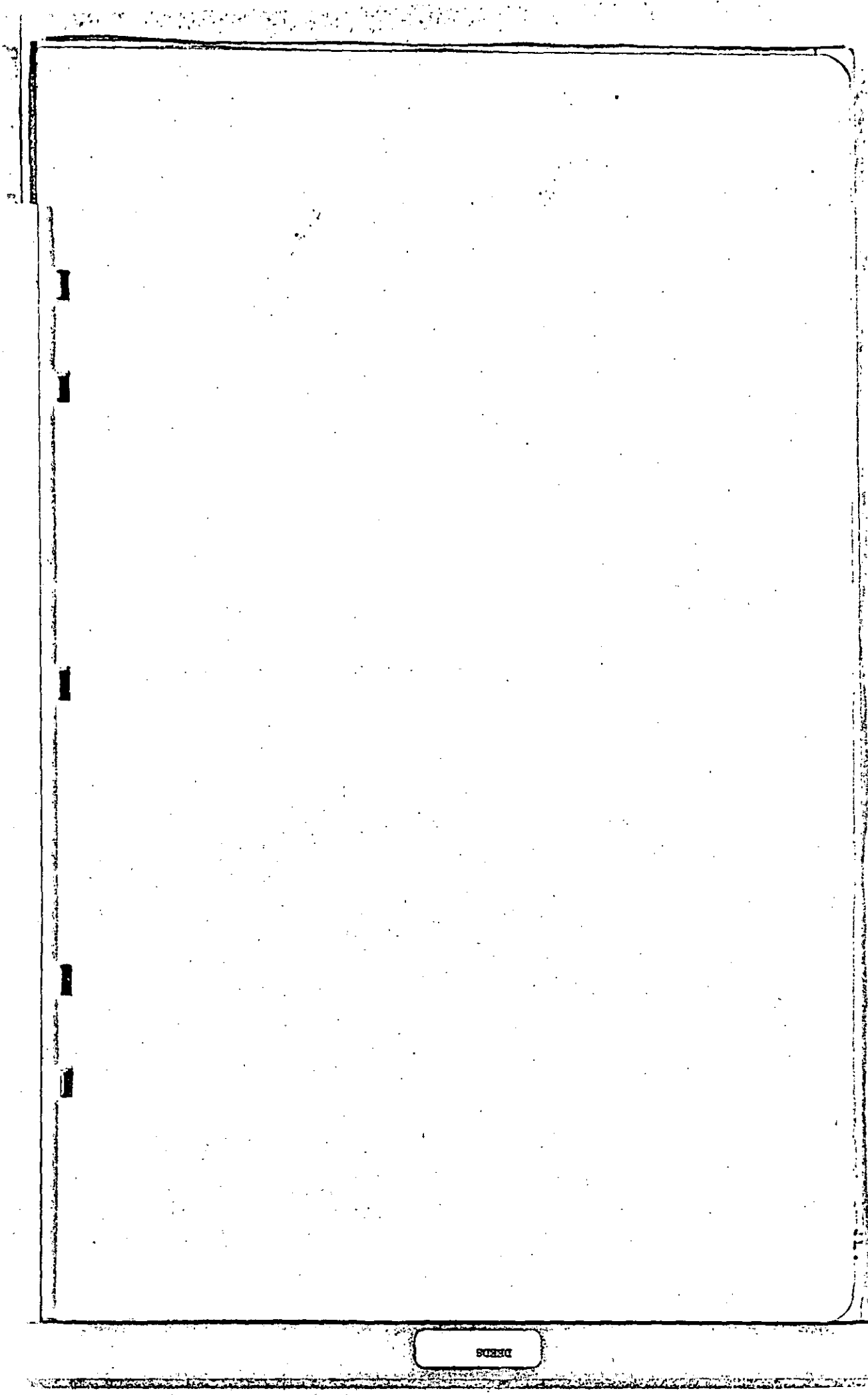
6. Lessee shall have the free use of oil, gas and water from said land, except water from lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be on the net quantity after deducting any so used for operations. If lessee shall operate the leased premises jointly with other premises by a central plant or plants using oil or gas as fuel, and there be available such fuel (oil or gas) from the leased premises, then lessee shall have the right to allocate to the leased premises, for deduction as free fuel, their pro rata share of the total oil or gas consumed in such plant or plants as fuel. If in its judgment advantageous, lessee may use in separate operations of the leased premises or in such central plant fuel not available from the leased premises, or power, and charge its cost (or the proper pro rata portion thereof) against the production from the leased premises, but in no event may it charge more than the value (or the proper pro rata portion thereof) of that equivalent amount of fuel from the leased premises which would have been used in the same operations, had fuel from the leased premises been employed therefor. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth in cultivated land, and no well shall be drilled within two hundred feet of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at the risk and expense of lessor, of making connection and using gas from any gas well on said land for stoves and inside lights in the principal dwelling on said land out of any surplus gas not needed for operations hereunder.

7. As used in this paragraph, "mineral" means other than oil or gas. If, while this lease remains in force, any mineral shall be discovered in said land in commercial quantities lessee, at lessee's option, shall have the exclusive right to mine the same with all incidental rights, including that of ingress and egress, so long as such mineral shall be produced in commercial quantities, and shall pay lessor a royalty in kind or value at the mine at lessee's election of one-eighth of all minerals so mined, except that the royalty on potassium and sodium salts and related compounds shall be one-twentieth of their value at the mine on all mined and marketed, and except that the royalty on sulphur shall be fifty cents per long ton (2240 lbs.) on all mined and marketed. Production in commercial quantities of any mineral shall keep this lease in force also as to oil and gas and all minerals, and such production shall eliminate rental just as would production of oil or gas. In the event of the discovery of any mineral in substantial quantities which lessee deems to be probably commercial, then, notwithstanding any provision of this lease under which it might sooner terminate, lessee shall be allowed three years after such discovery or after the cessation of the production, if any, of oil or gas, whichever event happens last, within which to determine the extent of the deposit of such mineral and, if such deposit shall be in commercial quantities, to begin commercial production of such mineral. The commercial production of mineral begun during such three year period but after the primary term, shall have the same effects as though commenced during the primary term. Nothing contained in this paragraph is intended or shall be construed to shorten the primary term or to terminate this lease sooner than it would otherwise terminate.

8. The rights of either party hereunder may be assigned in whole or in part. By an assignment in part is meant an assignment as to only part of said land, or an assignment as to only a certain mineral or minerals, or an assignment as to only a certain mineral or minerals in part of said land. The provisions hereof shall extend to their heirs, successors and assigns of the parties hereto, but no change or division in the ownership of the lands, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights and privileges of lessee; offsetting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises, nor shall separate measurement of the production of any particular well or wells on the leased premises be in any event obligatory. No change or division in the ownership of the lands, rentals or royalties shall be binding on lessee for any purpose until lessee shall be furnished with satisfactory written evidence thereof, including the muniments of title or certified copies thereof. Should lessee assign this lease in whole or in part, lessor shall look solely to the assignee for the performance of its terms, or (if the assignment was in part) for the performance of its terms as to the acreage covered by the assignment, but only as to the mineral or minerals specified therein, if the assignment was limited to a certain mineral or minerals. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals is apportioned as between the several leasehold owners ratably, according to the surface area of each, and failure by one or more of them to pay his share or

For Assignments see Assn. Book 102 Page 9.

SEE NEXT PAGE



at page 110, and in the Office of the County Auditor for Colleton County, S. C. in Book U at page 108.

Parcel 3. All that tract of land in Blake Township, Colleton County, South Carolina, containing Twenty-three acres, and bounded as follows: On the North by lands now or formerly of estate of Brown Staggers and lands known as Bellinger; east by lands now or formerly of Est. Sam Fraser; South and West by lands now or formerly of J. C. Guess and Lazarus Gertrude, being same lands conveyed to Jake Pryor by D. L. Foyas by deed dated November 11, 19-- probated November 25,1916, and recorded September 16, 1918, in the R.M.C. Office for Colleton County in Book 44, page 616; and being the same land conveyed by Jake Pryor to Charles L. Lawrence, by deed dated July 20th, 1929, and recorded July 24th, 1929, in the R.M.C. Office for Colleton County, S. C., in book of deeds 63 at page 110, and in the Office of the County Auditor for Colleton County, S.C. in book U at page 108.

Parcel 4. All that tract of land situated in Blake Township, Colleton County, South Carolina, near White Hall, containing thirty (30) acres, more or less, and bounded: North by lands of Emily M. G. Lawrence, formerly of Fraser, East by lands of Emily M. G. Lawrence formerly of John Robinson, South by lands of Emily M. G. Lawrence, formerly of W. R. Marvin, and West by lands now or formerly of Martin Nash; and being the same land conveyed to Cato Simmons and Jake Simmons to C. L. Lawrence by deed dated April 11th, 1930, and recorded April 16th, 1930, in the R. M. C. Office for Colleton County, S. C., in book of Deeds 64 at page 548, and in Office of the County Auditor for Colleton County, S. C., in book U at page 156.

Parcel 5. All that piece, parcel or tract of land situate, lying and being in Blake Township, County of Colleton, and State of South Carolina, containing five acres, more or less, and bounded as follows: North and East by White Hall Plantation, now owned by Emily M. G. Lawrence; South by lands now or formerly of Tamar Simmons; and west by lands now or formerly of Dean Simmons; and being the same land conveyed by W. D. Nash, Martin Nash, Mary Sheppard, Martin Simmons, Freddie Simmons, Isaac Simmons, Maria Latman, Jonie Simmons and Rebecca Sheppard to Charles L. Lawrence, by deed dated October 9th, 1929, and recorded December 10th, 1929, in the R. M. C. Office for Colleton County, S. C., in book of deeds 63 at page 563, and in the Office of the County Auditor for Colleton County, S. C., in book U at page 129.

Parcel 6. All that piece, parcel or tract of land situate, lying and being in Blake Township, County of Colleton and State of South Carolina, containing Ten (10) acres, more or less, and bounded as follows: North by lands now or formerly of Sam Fraser; East by lands now or formerly of Susan Sheppard; South by lands now or formerly of Smith Nash; and being the same land conveyed by Clarinda Fraser to Charles L. Lawrence, by deed dated January 6th, 1928, and recorded January 8th, 1928, in the R.M.C Office for Colleton County, S. C., in book of deeds 61 at page 267, and in the Office of the County Auditor for Colleton County, S. C., in book U at page 70.

Parcel 7. All that tract of land situated in Colleton County, South Carolina, Blake Township, containing two hundred (200) acres, more or less, and delineated on plat of Campbell & Lemacks, surveyors, dated April 1887 and recorded in Plat book 1, at page 251, in the R.M.C. Office for Colleton County, and bounded now or formerly as follows: Northwest and North by White Hall Plantation, plantation known as Fynes and lands of Monce Simmons, et al; East by Fynes Plantation; South by Fynes Plantation and Atlantic Coast Line Railroad; said tract being all of the lands lying to the North of said railroad conveyed to W. R. Marvin by deed of Bayard Marvin, et al, dated 19 November 1924, recorded in book 58 at page 278 of said office; and being the same land conveyed by W. R. Marvin to C. L. Lawrence by deed dated March 5th, 1929, and recorded March 16th, 1929, in the R. M.C.Office for Colleton County, S. C., in book of Deeds 62 at page 467, and in the Office of the County Auditor for Colleton County, S. C., in book U at page 91.

Parcel 8. All that piece, parcel or tract of land situate, lying and being in Blake Township, Colleton County, South Carolina, measuring and containing Seventeen (17) acres, more or less, and bounded on the North by lands now or formerly of Sam Fraser, on the East by lands now or formerly of Susan Shephard, on the South by landsnow or formerly of Marvin; and on the West by lands now or formerly of Martin Nash, being same lands conveyed to W. R. Marvin by L. C. Padgett, Sheriff of Colleton County, by deed dated December the 31st 1928; and being the same lands conveyed by W. R. Marvin to Charles L. Lawrence by deed dated January 8th, 1929, and recorded January 8th, 1929, in the R.M.C. Office for Colleton County, S.C., in book of Deeds 61 at page 565, and in the office of the County Auditor for Colleton County, S. C., in book U at page 70.

Parcel 9. All that piece, parcel or tract of land situate, lying and being in Blake Township, Colleton County, South Carolina, measuring and containing ten (10) acres, more or less, and bounded on the North by lands of Nat Guillard; on the East by lands of Margaret Marvin; on the South by landsnow or formerly of W. R. Marvin; and on the West by lands now or formerly of W. R. Marvin; and being the same land conveyed by W. R. Marvin to Charles L. Lawrence by deed dated March 5th, 1931, and recorded March 6th, 1931, in the R.M.C. Office for Colleton County, S. C., in book of

SEE NEXT PAGE

of deeds 65 at page 426, and in the Office of the County Auditor for Colleton County, S. C., in book J at page 192.

The above nine (9) parcels of land being the same properties acquired by Emily M.G. Lawrence from Charles L. Lawrence through deed from Charles L. Lawrence to Gerhard R. Gerhard, in Trust for Emily M.G. Lawrence, dated August 20th, 1936 and recorded August 23rd, 1936 in the R.M.C. Office for Colleton County, S. C. in book of deeds 70 at page 219 and in the Office of the County Auditor for Colleton County, S. C., in book V at page 147, and through deed from said Gerhard R. Gerhard to Emily M.G. Lawrence dated August 20th, 1936 and recorded August 23rd, 1936 in the R.M.C. Office for Colleton County, S. C., in book of deeds 70 at page 221 and in the Office of the County Auditor for Colleton County, S. C., in book V at page 148. The above nine parcels of land being the same properties conveyed to Fitz Eugene Dixon by Emily M.G. Lawrence by deed dated April 30th 1937, and recorded May 29, 1937, in the R.M.C. Office for Colleton County, S. C., in book of deeds 74 at page 17.

All that certain piece, parcel or tract of land situate, lying and being in the County of Colleton, State of South Carolina, measuring and containing Eleven and one-half (11½) acres, more or less, and being bounded on the North, East and South by lands of F. E. Dixon, known as White Hall Plantation, and on the West by lands of A. M. Jefferies. Said tract is the eastern half of a tract containing twenty-three (23) acres known as the Silas tract, and is the same tract conveyed to Martin Bush by A. Wichman by deed dated 1st March 1902 and recorded in the office of the Clerk of Court for Colleton County, South Carolina, in book of Deeds 22 at page 74. And being the same land conveyed by Martin Bush to F. E. Dixon by deed dated May 2, 1942, and recorded May 12, 1942, in the R.M.C. Office for Colleton County, S.C., in book of deeds 82 at page 231.

All that piece, parcel or tract of land situate, lying and being in Blake Township, Colleton County, South Carolina, measuring and containing Twenty-six (26) acres, more or less, and bounded as follows, to-wit: on the North by lands of Ventor Morgan and Margaret Arvin; on the East by Middle Rice Field Canal, on the South by lands of the estate of Solomon White; and on the West by lands of the estate of Solomon White and of Dixon, formerly estate of. Hayward, and being the same land conveyed by James Fields to F. E. Dixon by deed dated May 13, 1939, and recorded May 13, 1939, in the R.M.C. Office for Colleton County, S. C., in book of deeds 77 at page 109.

All that certain piece, parcel or tract of land situate, lying and being in the County of Colleton, State ofSouth Carolina, measuring and containing Thirty-eight (38) acres, more or less, and bounded as follows: on the North by estate lands of Solomon White; on the East by estate land of Tom Boles; on the South by lands formerly of Minnie Field, now or F. E. Dixon; and on the West by lands of F. E. Dixon and Hollie Sheppard, and being the same land conveyed by Charles Arving to F. E. Dixon by deed dated June 16, 1939, and recorded June 16, 1939, in the R.M.C. Office for Colleton County, S. C., in book of deeds 77 at page 108.

All that certain parcel and lot of land situated, lying and being near White Hall, Colleton County, South Carolina, measuring and containing twelve (12) acres, more or less, and being bounded on all sides by the White Hall Plantation belonging to F. E. Dixon, and being known as the Celie Giles Tract. And being the same land conveyed by A. M. Jefferies to F. E. Dixon by deed dated October 16, 1943.

BOOK 88

shares of the rentals shall not affect the validity of the lease on the part of the land upon which pro rata rentals are paid or tendered. Drilling or production on any portion of the leased premises shall (so far as concerns the continuance of this lease) inure to the benefit of the owners of the lease upon all portions of the leased premises. Lessee may at any time, and from time to time, execute and deliver to lessor or place of record a release covering all or any portion or portions of the leased premises as to all or any specified mineral or minerals, and the respon shall be relieved of all obligations as to the acreage surrendered, or as to that acreage as to only the particular mineral or minerals specified, as the case may be. After a release of this lease in its entirety as to only part of the acreage, the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by such release.

9. If there are, or if hereafter there shall be, two or more persons each of whom shall be entitled to receive a royalty of less than 1/8 of the total production, all such persons shall, by sufficient written instrument, designate some agent to receive payment for all of them, and lessee shall not be required to make payment to such persons, or any of them, until such instrument is furnished. However, in lieu of all such persons appointing the same agent, such persons may form themselves into different groups, those in each group appointing an agent to receive payment for only those in that group, provided that no group shall in the aggregate own a royalty of less than 1/8 of the total production.

10. This lease shall never be forfeited, cancelled or terminated for failure by lessee to perform in whole or in part any of its implied obligations, nor while oil or gas is being produced in paying quantities for any cause whatsoever, unless there shall first be a final judicial ascertainment that such obligation or cause exists and that lessee is in default. Upon such final determination, lessee is hereby given a reasonable time thereafter to comply with such obligation, or at lessee's election, to surrender the lease, with the option of reserving, under the terms of this lease, each producing well or well that is being drilled or reworked and ten acres surrounding it to be selected by lessee.

11. In case of suit, adverse claim, dispute or question as to the ownership of the rentals or royalties (or some part thereof) payable under this lease, lessee shall not be held in default of payment of such rentals or royalties (or the part thereof in doubt) until such suit, claim, dispute or question has been finally disposed of, and lessee shall have thirty (30) days after being furnished with the original instrument or instruments disposing of such suit, claim, or dispute (or a certified copy or copies thereof), or after being furnished with proof sufficient, in lessee's opinion, to settle such question, within which to make payment. Should the right or interest of lessee hereunder be disputed by lessor, or any other person, the time covered by the pendency of such dispute shall not be counted against lessee either as affecting the term of the lease or for any other purpose, and lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

12. When drilling or other operations are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or as a result of some order, requisition or necessity of the government, or as the result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding. Non-compliance, delay in compliance or incomplete compliance by lessee with any provision of this lease caused by lessee's obeying or performing any statute, regulation, rule or order enacted or issued for the conservation of oil and/or gas or the prevention of the waste of oil and/or gas shall not be considered a default on lessee's part and shall not render lessee liable to lessor for any loss, damage or injury suffered or sustained by lessor on account thereof. Should production temporarily cease on said land on account of a shutdown ordered by any public authority, this lease shall not terminate on that account but, on the contrary, it will be considered that oil and/or gas was produced from said land continuously during such shutdown, within the meaning of paragraph 2 hereof.

13. Lessor hereby warrants and agrees to defend the title to said land and agrees that lessee, at lessee's option, (but without any duty to do so), may pay and discharge in whole or in part any taxes, mortgages, or other liens upon said land or any part thereof, and in that event lessee shall be subrogated to such lien, with full right to enforce the same, and in addition thereto may retain for the satisfaction of such lien and interest all royalties or rentals accruing hereunder. The lessor shall pay directly, or reimburse lessee for, such proportion of any production and/or severance taxes, upon or measured by the total production or its value, as the royalty interest bears to the total interest. Without any impairment of lessee's rights under lessee's warranty of title it is agreed that if lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

IN WITNESS WHEREOF this instrument is executed on the date above written.

(L. S.)

Fitz Mucene Dixon (Seal)

Witnesses:

J. P. Marvin

Katherine H. Boor

By J. W. Holmes (Seal) Lessee

STATE OF SOUTH CAROLINA,
Colleton County

Personally appeared before me J. P. Marvin and made oath that he saw the within named Fitz Mucene Dixon sign, seal and as his act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that he, with Katherine H. Boor witnessed the execution thereof.

SWORN to before me this 15th day of March 1941.
Katherine H. Boor (L. S.)
Notary Public of S. C.

J. P. Marvin

(Seal affixed)

STATE OF SOUTH CAROLINA,
Colleton County

RENUNCIATION OF DOWER

I, Katherine H. Boor, do hereby certify unto all whom it may concern, that Mrs. Helen M. Dixon the wife of the within named Fitz Mucene Dixon 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 J. W. Holmes, his heirs and assigns, all her interest and estate, and also all her rights and claims of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 15th day of March Anno Domini 1941.

Helen M. Dixon

Katherine H. Boor (L. S.)
Notary Public of S. C.

(Seal affixed)

THE STATE OF SOUTH CAROLINA,
COUNTY OF ..... } ss.

I, ... Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the 10th day of October 1941 at 1:30 o'clock P.M., and was duly recorded on this ..... day of ..... 19....., in the Deed Records of said County, in Volume ..... on pages .....

Given under my hand and seal of office on the day and year last above written.

..... Clerk, County Court ..... County, S. C.

By .....
Deputy.

88 (Texas) R. A. DURHAM TO J. W. HOLSEY Form P O-D

Oil and Gas Mining Lease

AN AGREEMENT, entered into this 18 day of May, 19 44, between R. A. Durham

lessor (whether one or more), of the post office of Walterboro, South Carolina, and J. W. Holsey, Lessee.

1. Lessor, in consideration of the sum of Two Hundred Twenty One Dollars ($ 221.00), in hand paid, and of the covenants and agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee, for the purpose of testing by any method for formations or structures and prospecting and drilling for, mining, and producing oil and gas, laying pipe lines, building tanks, storing oil and water resulting from operations hereunder, and building sewers, stations, telephone lines and other structures (including houses for employees) thereon, to produce, save, take care of, treat, process and transport oil and gas, the following described land in Colleton County, South Carolina, to-wit:

All those tracts of land situate in Colleton County, South Carolina, Four Thousand Four Hundred Twenty (4,420) acres, more or less, mentioned or described in title deeds to R. A. Durham, dated and recorded in the Office of the Clerk of Court for said county as follows, (the acreage stated as to each tract of land being more or less and mentioned for the purpose of identifying the tract of land) to wit:

GRANTOR	DATE	BOOK & P.Os OF RECORD		ACREAGE
I. A. Smoak, Probate Judge	1/13/34	68/461	Tract No. 5	448
			Tract No. 6	30
			Tract No. 7	12
			Tract No. 8	31
			Tract No. 9	1
			Tract No. 10	82
			Tract No. 11	270
B. L. Rhodes, Sheriff	12/6/35	70/476		25
Josephine J. Raynor	9/23/36	72/549		258
Laura Daniels Williams	11/2/35	73/201		5
H. H. Jefferies	12/9/37	74/509		649
Forfeited Land Commission	1/13/40	78/67	Tract No. 2	5
Forfeited Land Commission	1/30/40	78/109		21
Joe C. Thoms	5/__/40	78/673		222
N. E. Spell	1/11/40	78/714		229
Forfeited Land Commission	10/5/40	79/283	Tract No. 2	14
Colleton Naval Stores Company	1/3/41	79/555	Tract No. 1	30
			Tract No. 2	60
			Tract No. 3	54
			Tract No. 4	20.8
			Tract No. 5	389
			Tract No. 6	28

all fifty

It is the intention of the lessor and lessee that this lease shall also include, and there is hereby included and leased for the purposes and consideration herein stated, all the land owned and claimed by lessor adjacent or contiguous to the land above described, whether in the same or adjacent surveys. For the purpose of determining the amount of any money payments hereunder said premises shall be treated as comprising 4420 acres, whether there be more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten years from this date (hereinafter called "primary term") and as long thereafter as either gas or oil is produced from said land hereunder.

3. The royalties reserved by lessor, and which shall be paid by lessee, are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected; however, lessee may from time to time purchase such royalty oil, paying therefor the market price at the wells currently prevailing on the day it is run into the pipe line or storage tanks; lessor's interest in either case shall bear its proportion of any expense of treating nonmerchantable oil to render it merchantable as crude; and (b) on gas (including casing-head gas) produced from said land and sold or used off the land or in the manufacture of gasoline or other product, the market value at the wells of one-eighth of the gas so sold or used, provided that if and when lessee shall sell gas (including casing-head gas) at the wells lessor's royalty thereon shall be one-eighth of the amount realized from such sales; during any period when, after a discovery of gas on said land, gas is not being sold on account of lack of a market, and is not being used off the land or in the manufacture of gasoline or other product, and there is no current production or operation on said land sufficient to keep this lease in force, lessee may pay as royalty Fifty Dollars ($50) per year for each shut-in gas well, and it will be considered that gas is being produced, within the meaning of paragraph 2 hereof, during any period for which such payment is made, and no rental shall accrue during any period covered by such a payment.

4. If drilling operations are not commenced on said land on or before one year from this date, this lease shall then terminate as to both parties, unless lessee shall pay or tender to lessor or to the credit of lessor in Bank of Walterboro at Walterboro, S. C., or any successor, the sum of Two Hundred Twenty One Dollars ($ 221.00) (hereinafter called "rental"), which shall extend for 12 months the time within which drilling operations may be commenced. Thereafter, annually, in like manner, and upon like payments or tenders, the commencement of drilling operations may be further deferred for periods of 12 months, each during the primary term. The payments or tenders of rental may be made by the check or draft of lessee mailed or delivered to such bank or lessor (at post-office address last known to lessee) on or before such date for payment. Notwithstanding any change or division in the ownership of said land, the payment or tender of rental in the manner herein provided shall be binding on the heirs, successors and assigns of lessor. If the bank above-named (or any successor) should fail, or refuse to accept rental, or should cease to transact banking business without having a successor, lessee shall have thirty (30) days after lessor shall have delivered to lessee a proper recordable instrument designating a substitute bank (and its successors) as agent to receive rentals, within which to make payment or tender of any rental or rentals tendered but not accepted or whose normal date for payment shall fall before the end of said thirty (30) day period. Lessor shall advise lessee, by notice in writing, whenever the bank heretofore authorized to receive rentals shall be succeeded by another bank, and lessee shall have thirty (30) days after receipt of such notice, within which to make payment or tender of any rental or rentals whose normal date for payment shall fall before the end of said thirty (30) day period. All provisions applicable to the bank above-named (and its successors) shall apply to a substitute bank and its successors. For the purposes of this lease, a bank is successor to another bank if the former bank shall (directly or through the medium of one or more intervening banks) receive the deposits or continue the banking business of the latter bank. The above-named bank and any other bank authorized to receive rentals hereunder shall be lessor's agent. Drilling operations hereunder shall be deemed to be commenced when the first material is placed on the ground.

5. If during the primary term and prior to the discovery of oil or gas on said land lessee should drill a dry hole thereon, this lease shall not be terminated thereby if lessee commences further drilling operations or commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following completion of the dry hole or, if there be no such rental paying date, commences further drilling operations before the expiration of the primary term. If after the discovery of oil or gas the production thereof should cease from any cause, this lease shall not be terminated thereby if lessee commences drilling or reworking operations within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following such cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as drilling or reworking operations (whether on the same well or on different wells successively) are continuously prosecuted and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land hereunder. Such operations, after the expiration of the primary term, shall be deemed to be continuously prosecuted if not more than sixty days shall elapse between the completion of drilling or reworking operations on one well and the commencement of drilling or reworking operations on another well.

6. Lessee shall have the free use of oil, gas and water from said land, except water from lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be on the net quantity after deducting any so used for operations. If lessee shall operate the leased premises jointly with other premises by a central plant or plants using oil or gas as fuel, and there be available such fuel (oil or gas) from the leased premises, lessee shall have the right to allocate to the leased premises, for deduction as free fuel, their pro rata share of the total oil or gas consumed in such plant or plants as fuel. If in its judgment advantageous, lessee may use in separate operation of the leased premises or in such central plant fuel not available from the leased premises, or power, and charge its cost (or the proper pro rata portion thereof) against the production from the leased premises, but in no event may it charge more than the value (or the proper pro rata portion thereof) of that equivalent amount of fuel from the leased premises which would have been used in the same operations, had fuel from the leased premises been employed therefor. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth in cultivated land, and no well shall be drilled within two hundred feet of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at the risk and expense of lessor, of making connection and using gas from any gas well on said land for stoves and inside lights in the principal dwelling on said land out of any surplus gas not needed for operations hereunder.

7. As used in this paragraph "mineral" means other than oil or gas. If, while this lease remains in force, any mineral shall be discovered in said land in commercial quantities lessee, at lessee's option, shall have the exclusive right to mine the same with all incidental rights, including that of ingress and egress, so long as such mineral shall be produced in commercial quantities, and shall pay lessor a royalty in kind or value at the mine at lessee's election of one-eighth of all minerals so mined, except that the royalty on potassium and sodium salts and related compounds shall be one-twentieth of their value at the mine on all mined and marketed, and except that the royalty on sulphur shall be fifty cents per long ton (2240 lbs.) on all mined and marketed. Production in commercial quantities of any mineral shall keep this lease in force also as to oil and gas and all minerals, and such production shall eliminate rental just as would production of oil or gas. In the event of the discovery of any mineral in substantial quantities which lessee deems to be probably commercial, then, notwithstanding any provision of this lease under which it might sooner terminate, lessee shall be allowed three years after such discovery or after the cessation of the production, if any, of oil or gas, whichever event happens last, within which to determine the extent of the deposit of such mineral and, if such deposit shall be in commercial quantities, to begin commercial production of such mineral. The commercial production of mineral, begun during such three year period but after the primary term, shall have the same effects as though commenced during the primary term. Nothing contained in this paragraph is intended or shall be construed to shorten the primary term or to terminate this lease sooner than it would otherwise terminate.

8. The rights of either party hereunder may be assigned in whole or in part. By an assignment in part is meant an assignment as to only part of said land, or an assignment as to only a certain mineral or minerals, or an assignment as to only a certain mineral or minerals in part of said land. The provisions hereof shall extend to their heirs, successors and assigns of the parties hereto, but no change or division in the ownership of the lands, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights and privileges of lessee; offsetting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises, nor shall separate measurement of the production of any particular well or wells on the leased premises be in any event obligatory. No change or division in the ownership of the lands, rentals or royalties shall be binding on lessee for any purpose until lessee shall be furnished with satisfactory written evidence thereof, including the muniments of title or certified copies thereof. Should lessee assign this lease in whole or in part, lessee shall look solely to the assignee for the performance of its terms, or (if the assignment was in part) for the performance of its terms as to the acreage covered by the assignment, but only as to the mineral or minerals specified therein, if the assignment was limited to a certain mineral or minerals. If this lease is assigned in its entirety as to only part of the acreage, the rights and option to pay rentals is apportioned as between the several leasehold owners ratably, according to the surface area of each, and failure by one or more of them to pay his share or

Lee Assignment see Assignment Book Page 18-8

SEE NEXT PAGE

			Tract No. 7	59
			Tract No. 8	150
			Tract No. 9	28
			Tract No. 10	91
			Tract No. 11	59.6
			Tract No. 12	66
			Tract No. 13	32
			Tract No. 14	14
			Tract No. 15	5
C. A. Peurifoy, et al	3/2/41	80/169	Tract No. 1	740
			Tract No. 2	30
I. A. Smoak, Probate Judge	3/16/41	80/193		180.2
Annie Lee Wilson	7/7/41	81/61		39
J. W. Thomas	8/1/41	81/166		26
M. P/ Smoak	9/5/41	81/259		157
S. Kate Frelix	9/29/41	81/491		180.6
L. S. Mitchell	11/24/41	82/25	Tract No. 1	270
			Tract No. 2	25
			Tract No. 3	14
S. S. Snook	7/18/42	83/170		10
J. M. Moorer, Special Referee	4/6/43	84/421		11
F. D. Smoak	1/15/44	86/82		80
		TOTAL ACREAGE		4,419.8

Reference is here had to the record of said deeds for more particular descriptions.

151A

shares of the rentals shall not affect the validity of the lease on the part of the land upon which pro rata rentals are paid or tendered. Drilling or production on any portion of the leased premises shall (so far as concerns the continuance of this lease) inure to the benefit of the owners of the lease upon all portions of the leased premises. Lessee may at any time, and from time to time, execute and deliver to lessor or place of record a release covering all or any portion or portions of the leased premises as to all or any specified mineral or minerals, and thereupon shall be relieved of all obligations as to the acreage surrendered, or as to that acreage as to only the particular mineral or minerals specified, as the case may be. After a release of this lease in its entirety as to only part of the acreage, the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by such release.

9. If there are, or if hereafter there shall be, two or more persons each of whom shall be entitled to receive a royalty of less than 1/8 of the total production, all such persons shall, by sufficient written instrument, designate some agent to receive payment for all of them, and lessee shall not be required to make payment to such persons, or any of them, until such instrument is furnished. However, in lieu of all such persons appointing the same agent, such persons may form themselves into different groups, those in each group appointing an agent to receive payment for only those in that group, provided that no group shall in the aggregate own a royalty of less than 1/8 of the total production.

10. This lease shall never be forfeited, cancelled or terminated for failure by lessee to perform in whole or in part any of its implied obligations, nor while oil or gas is being produced in paying quantities for any cause whatsoever, unless there shall first be a final judicial ascertainment that such obligation or cause exists and that lessee is in default. Upon such final determination, lessee is hereby given a reasonable time thereafter to comply with such obligation, or at lessee's election, to surrender the lease, with the option of reserving, under the terms of this lease, such producing well or well that is being drilled or reworked and ten acres surrounding it to be selected by lessee.

11. In case of suit, adverse claim, dispute or question as to the ownership of the rentals or royalties (or some part thereof) payable under this lease, lessee shall not be held in default of payment of such rentals or royalties (or the part thereof in doubt) until such suit, claim, dispute or question has been finally disposed of, and lessee shall have thirty (30) days after being furnished with the original instrument or instruments disposing of such suit, claim, or dispute (or a certified copy or copies thereof), or after being furnished with proof sufficient, in lessee's opinion, to settle such question, within which to make payment. Should the right or interest of lessee hereunder be disputed by lessor, or any other person, the time covered by the pendency of such dispute shall not be counted against lessee either as affecting the term of the lease or for any other purpose, and lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

12. When drilling or other operations are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or as a result of some order, requisition or necessity of the government, or as the result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding. Non-compliance, delay in compliance or incomplete compliance by lessee with any provisions of this lease caused by lessee's obeying or performing any statute, regulation, rule or order enacted or issued for the conservation of oil and/or gas or the prevention of the waste of oil and/or gas shall not be considered a default on lessee's part and shall not render lessee liable to lessor for any loss, damage or injury suffered or sustained by lessor on account thereof. Should production temporarily cease on said land on account of a shutdown ordered by any public authority, this lease shall not terminate on that account but, on the contrary, it will be considered that oil and/or gas was produced from said land continuously during such shutdown, within the meaning of paragraph 2 hereof.

13. Lessor hereby warrants and agrees to defend the title to said land and agrees that lessee, at lessee's option, (but without any duty to do so), may pay and discharge in whole or in part any taxes, mortgages, or other liens upon said land or any part thereof, and in that event lessee shall be subrogated to such lien, with full right to enforce the same, and in addition thereto may retain for the satisfaction of such lien and interest all royalties or rentals accruing hereunder. The lessee shall pay directly, or reimburse lessee for, such proportion of any production and/or severance taxes, upon or measured by the total production or its value, as the royalty interest bears to the total interest. Without any impairment of lessee's rights under lessee's warranty of title it is agreed that if lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

IN WITNESS WHEREOF this instrument is executed on the date above written.

(L. S.)

H. A. Durham (Seal)

Witnesses:

J. M. Moorer

Elizabeth Fowler

By J. W. Holmay (Seal)

STATE OF SOUTH CAROLINA,
Colleton County

Personally appeared before me Elizabeth Fowler

and made oath that she saw the within named H. A. Durham

sign, seal and as his act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that she, with

J. M. Moorer witnessed the

execution thereof.

SWORN to before me this 10th day of May, 1944.

J. M. Moorer (L. S.)
Notary Public of S. C.

Elizabeth Fowler

(Seal affixed)

STATE OF SOUTH CAROLINA,
Colleton County

RENUNCIATION OF DOWER

I, Hazie F. Hill, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Grace Durham

the wife of the within named H. A. Durham

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

J. W. Holmay, his heirs and assigns, all her interest and estate, and also all her rights and claims 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 May, Anno Domini 1944.

Hazie F. Hill (L. S.)
Notary Public of S. C.

Grace Durham

(Seal affixed)

THE STATE OF SOUTH CAROLINA,
COUNTY OF ..... } ss.

I, ... Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the 10th day of October, 1944, at 11:20 o'clock P. M., and was duly recorded on this ..... day of ....., 19..., in the Deed Records of said County, in Volume ....., on pages .....

Given under my hand and seal of office on the day and year last above written.

..... Clerk, County Court ..... County, S. C.

By .....
Deputy.

Oil and Gas Mining Lease

AN AGREEMENT, entered into this 12 day of May, 19 44, between M. H. Hiott

lessor (whether one or more), of the post office of Walterboro, South Carolina, and J. W. Holsey Lessee.

1. Lessor, in consideration of the sum of One Hundred Seventy Nine and 75/100 Dollars ($179.75), in hand paid, and of the covenants and agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee, for the purpose of testing by any method (or formations or structures and prospecting and drilling for, mining, and producing oil and gas, laying pipe lines, building tanks, storing oil and water resulting from operations hereunder, and building towers, stations, telephone lines and other structures (including houses for employees) thereon, to produce, save, take care of, treat, process and transport oil and gas, the following described land in Colleton County, South Carolina, to-wit:

Colleton

All those tracts of land situate in Colleton County, South Carolina, aggregating 3,295 acres, more or less, mentioned or described in title deeds to M. H. Hiott, dated and recorded in the Office of the Clerk of Court for said county as follows, (the acreage stated as to each tract of land being more or less and mentioned for the purpose of identifying the tract of land)to wit:

GRANTOR	DATE	BOOK & PAGE OF RECORD	ACREAGE
M. R. HIOTT	12/10/88	5/224	27
George Moorer	4/20/96	17/516	22
Nancy Fields	1/17/99	19/330	58
L. G. Owens, Sheriff	7/28/00	19/518	12
L. G. Owens, Sheriff	7/28/00	19/520	100
Annie Cone	2/8/06	26/241	1
Ella Wright	2/15/07	29/399	15
Annie Cone	12/21/08	32/35	133
Silas Richardson	10/17/08	33/187	8 1/2
Simon Richardson	11/16/08	33/186	8 1/2
John Richardson	1/4/11	37/108	8 1/2
Stobo Squires	9/27/09	33/349	46
Harriott M. Hiott	1/28/10	33/623	100
Mack Washington	2/7/11	37/51	16
C. G. Henderson, Master	9/8/11	30/109	169 1/4
Daphney Warren	5/14/12	36/196	16
Silas Richardson, et al	1/28/13	39/69	30
Lener Tucker	12/20/13	38/422	10
Blizzer Fields	6/24/14	40/182	7
Peter Adams, et al	11/17/14	40/260	13
Frank Ackerman, etal	10/24/14	40/267	7

It is the intention of the lessor and lessee that this lease shall also include, and there is hereby included and leased for the purposes and consideration herein stated, all the land owned and claimed by lessor adjacent or contiguous to the land above described, whether in the same or different surveys. For the purpose of determining the amount of any money payment hereunder said premises shall be treated as comprising 3295 acres, whether there be more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten years from this date (hereinafter called "primary term") and as long thereafter as either gas or oil is produced from said land hereunder.

3. The royalties reserved by lessor, and which shall be paid by lessee, are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected; however, lessee may from time to time purchase such royalty oil, paying therefor the market price at the wells currently prevailing on the day it is run into the pipe line or storage tanks; lessor's interest in either case shall bear its proportion of any expense of treating unmerchantable oil to render it merchantable as crude; and (b) on gas (including casing-head gas) produced from said land and sold or used off the land or in the manufacture of gasoline or other product, the market value at the wells of one-eighth of the gas so sold or used, provided that if and when lessee shall sell gas (including casing-head gas) at the wells lessor's royalty thereon shall be one-eighth of the amount realized from such sales; during any period when, after a discovery of gas on said land, gas is not being sold on account of lack of a market, and is not being used off the land or in the manufacture of gasoline or other product, and there is no current production or operation on said land sufficient to keep this lease in force, lessee may pay as royalty Fifty Dollars ($50) per year for each shut-in gas well, and it will be considered that gas is being produced, within the meaning of paragraph 2 hereof, during any period for which such payment is made, and no rental shall incur during any period covered by such a payment.

4. If drilling operations are not commenced on said land on or before one year from this date, this lease shall then terminate as to both parties, unless lessee shall pay or tender to lessor or to the credit of lessor in Farmers and Merchants Bank at Walterboro, South Carolina, or any successor, the sum of One Hundred Seventy Nine and 75/100 Dollars ($179.75) (hereinafter called "rental"), which shall extend for 12 months the time within which drilling operations may be commenced. Thereafter, annually, in like manner, and upon like payments or tenders, the commencement of drilling operations may be further deferred for periods of 12 months, each during the primary term. The payments or tenders of rental may be made by the check or draft of lessee mailed or delivered to such bank or lessor (at post-office address last known to lessee) on or before such date for payment. Notwithstanding any change or division in the ownership of said land, the payment or tender of rental in the manner herein provided shall be binding on the heirs, successors and assigns of lessor. If the bank above-named (or any successor) should fail or refuse to accept rental, or should cease to transact banking business without having a successor, lessee shall have thirty (30) days after lessor shall have delivered to lessee a proper recordable instrument designating a substitute bank (and its successors) as agent to receive rentals, within which to make payment or tender of any rental or rentals tendered but not accepted or whose normal date for payment shall fall before the end of said thirty (30) day period. Lessor shall advise lessee, by notice in writing, whenever the bank heretofore authorized to receive rentals shall be succeeded by another bank, and lessee shall have thirty (30) days after receipt of such notice, within which to make payment or tender of any rental or rentals whose normal date for payment shall fall before the end of said thirty (30) day period. All provisions applicable to the bank above-named (and its successors) shall apply to a substitute bank and its successors. For the purposes of this lease, a bank is successor to another bank if the former bank shall (directly or through the medium of one or more intervening banks) receive the deposits or assume the banking business of the latter bank. The above-named bank and any other bank authorized to receive rentals hereunder shall be lessor's agent. Drilling operations hereunder shall be deemed to be commenced when the first material is placed on the ground.

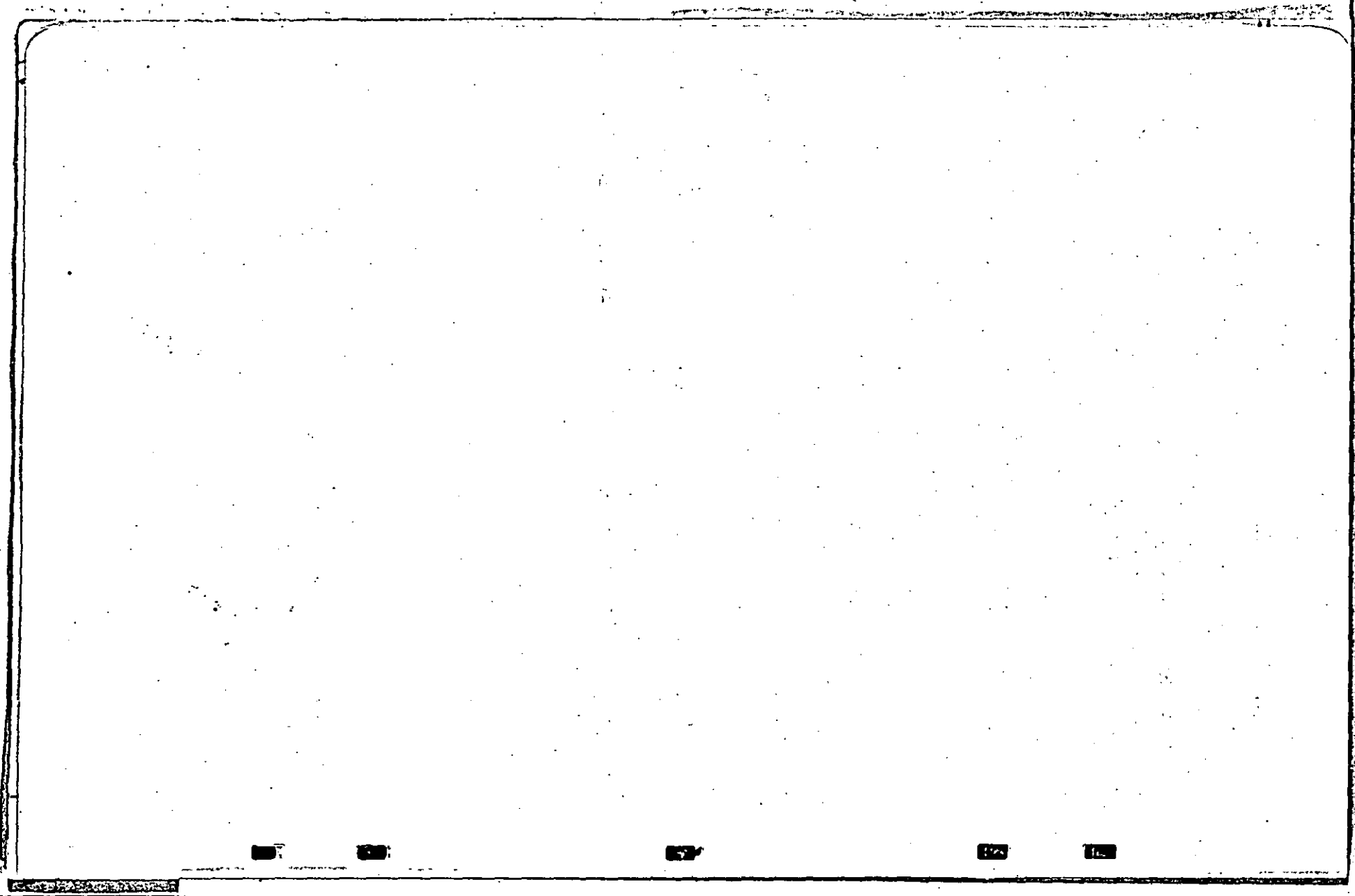
5. If during the primary term and prior to the discovery of oil or gas on said land lessee should drill a dry hole thereon, this lease shall not be terminated thereby if lessee commences further drilling operations or commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following completion of the dry hole or, if there be no such rental paying date, commences further drilling operations before the expiration of the primary term. If after the discovery of oil or gas the production thereof should cease from any cause, this lease shall not be terminated thereby if lessee commences drilling or reworking operations within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payments or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following such cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as drilling or reworking operations (whether on the same well or on different wells successively) are continuously prosecuted and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land hereunder. Such operations, after the expiration of the primary term, shall be deemed to be continuously prosecuted if not more than sixty days shall elapse between the completion of drilling or reworking operations on one well and the commencement of drilling or reworking operations on another well.

6. Lessee shall have the free use of oil, gas and water from said land, except water from lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be on the net quantity after deducting any so used for operations. If lessee shall operate the leased premises jointly with other premises by a central plant or plants using oil or gas as fuel, and there be available such fuel (oil or gas) from the leased premises, then lessee shall have the right to allocate to the leased premises, for deduction as free fuel, their pro rata share of the total oil or gas consumed in such plant or plants as fuel. If in its judgment advantageous, lessee may use in separate operation of the leased premises or in such central plant fuel not available from the leased premises, or power, and charge its cost (or the proper pro rata portion thereof) against the production from the leased premises, but in no event may it charge more than the value (or the proper pro rata portion thereof) of that equivalent amount of fuel from the leased premises which would have been used in the same operations, had fuel from the leased premises been employed therefor. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth in cultivated land; and no well shall be drilled within two hundred feet of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at the risk and expense of lessor, of making connection and using gas from any gas well on said land for stoves and inside lights in the principal dwelling on said land out of any surplus gas not needed for operations hereunder.

7. As used in this paragraph "mineral" means other than oil or gas. If, while this lease remains in force, any mineral shall be discovered in said land in commercial quantities lessee, at lessee's option, shall have the exclusive right to mine the same with all incidental rights, including that of ingress and egress, so long as such mineral shall be produced in commercial quantities, and shall pay lessor a royalty in kind or value at the mine at lessee's election of one-eighth of all minerals so mined, except that the royalty on potassium and sodium salts and related compounds shall be one-twentieth of their value at the mine on all mined and marketed, and except that the royalty on sulphur shall be fifty cents per long ton (2,240 lbs.) all mined and marketed. Production in commercial quantities of any mineral shall keep this lease in force also as to oil and gas and all minerals, and such production shall eliminate rental just as would production of oil or gas. In the event of the discovery of any mineral in substantial quantities which lessee deems to be probably commercial, then, notwithstanding any provision of this lease under which it might sooner terminate, lessee shall be allowed three years after such discovery or after the cessation of the production, if any, of oil or gas, whichever event happens last, within which to determine the extent of the deposit of such mineral and, if such deposit shall be in commercial quantities, to begin commercial production of such mineral. The commercial production of mineral, begun during such three year period but after the primary term, shall have the same effects as though commenced during the primary term. Nothing contained in this paragraph is intended or shall be construed to shorten the primary term or to terminate this lease sooner than it would otherwise terminate.

8. The rights of either party hereunder may be assigned in whole or in part. By an assignment as to only part of said land, or an assignment as to only a certain mineral or minerals, or an assignment as to only a certain mineral or minerals in part of said land, the provisions hereof shall extend to their heirs, successors and assigns of the parties hereto, but no change or division in the ownership of the lands, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights and privileges of lessee; offsetting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises, nor shall separate measurement of the production of any particular well or wells on the leased premises be in any event obligatory. No change or division in the ownership of the lands, rentals or royalties shall be binding on lessee for any purpose until lessee shall be furnished with satisfactory written evidence thereof, including the muniments of title or certified copies thereof. Should lessee assign this lease in whole or in part, lessee shall look solely to the assignee for the performance of its terms, or (if the assignment was in parts) for the performance of its terms as to the acreage covered by the assignment, but only as to the mineral or minerals specified therein, if the assignment was limited to a certain mineral or minerals. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals is apportioned as between the several leasehold owners ratably, according to the surface area of each, and failure by one or more of them to pay his share or

SEE NEXT PAGE



GRANTOR	DATE	BOOK & PAGE OF RECORD	ACREAGE
Oriel Robertson	12/17/14	40/308	(28
			(10
R. M. Jefferies, Master	5/6/15	41/315	4
J. W. Roger	11/12/15	42/61	60
Edward Tucker	6/26/17	44/251	15
A. J. Lucas	11/24/19	48/422	37 1/2
Geneva Patrick	11/1/20	50/371	58 1/2
A. J. Hiott	2/12/21	50/460	8 3/4
R. M. Jefferies, Probate Judge	1/26/22	30/370	80
R. M. Jefferies, Probate Judge	4/10/22	30/376	50
H. L. Beach, et al	10/21/22	55/34	(60) (2)
		55/270	185
Isaiah Bennett	3/29/23	53/455	21 1/2
Annie Brooks	1/31/24	55/489	33 1/3
Mary J. Carter	9/8/23	55/490	2
Ben Haynes	3/29/24	55/493	7 1/2
Christopher Heyward	9/24/23	57/376	7 1/2
Asbury Lee	11/16/25	55/618	400
G. Logan Glover	7/15/24	52/572	
C. C. Hiott	2/14/23	Tract No. 2	19 1/2
		Tract No. 3	87 1/2
		Tract No. 4	50
		Tract No. 5	5
		Tract No. 6	78
		Tract No. 7	5
		Tract No. 8	65
		Tract No. 9	15
		Tract No. 10	104
		Tract No. 12	66
		Tract No. 13	127
		Tract D	226
		Tract E	198
		Tract G	196
R. M. Jefferies, Probate Judge	7/13/23	55/603	6
R. M. Jefferies, Master	1/9/26	57/447	150
A. C. Craven, et al	2/6/26	57/571	42
Farmers & Merchants Bank	6/10/26	57/572	31
L. C. Padgett, Sheriff	10/8/26	30/532	110
L. C. Padgett, Sheriff	10/8/26	30/533	1
L. C. Padgett, Sheriff	11/12/26	30/534	39
Carlile Hiott	12/22/26	59/339	88
J. W. Weeks	1/22/27	59/383	52
Louise Fishburne	6/22/27	59/678	14 1/2
Mrs. Ola Weeks	1/9/28	61/127	(61
			(25
L. C. Padgett, Sheriff	3/1/29	30/565	12
I. A. Smoak, Probate Judge	10/8/29	63/497	4
Mrs. Estelle Bootle	12/18/29	64/29	(6
			12
C. S. Perry	5/16/30	64/604	5
B. L. Rhodes, Sheriff	1/3/38	75/86	7
Carrie Ford	6/8/39	77/457	19
B. L. Rhodes, Sheriff	12/21/40	81/37	13
B. L. Rhodes, Sheriff	12/21/40	81/55	4
		TOTAL ACREAGE	3,688.83
LESS:			
GRANTEE			
C. G. Bridge, et al Trustees	1/17/38	77/284	4
Trustees of Oak Grove Church	12/26/42	84/116	1
U. S. A. (through condemnation)			1 3/4
Alice Roper	2/1/43	85/222	31 1/2
W. K. Seigler, et al	9/6/34	71/527	46
H. M. Benton	9/3/19	50/393	2
Sally Martin	10/4/23	55/711	2
W. M. Simmons	12/1/25	59/587	4
Regina Tucker	4/2/31	66/545	2
		NET ACREAGE	94.25 3,594.58

See assignment see same Book Page 154

Reference is here had to the record of said deeds for more particular descriptions.

shares of the rentals shall not affect the validity of the lease on the part of the land upon which pro rata rentals are paid or tendered. Drilling or production on any portion of the leased premises shall (so far as concerns the continuance of this lease) inure to the benefit of the owners of the lease upon all portions of the leased premises. Lessee may at any time, and from time to time, execute and deliver to lessor or place of record a release covering all or any portion or portions of the leased premises as to all or any specified mineral or minerals, and thereupon shall be relieved of all obligations as to the acreage surrendered, or as to that acreage as to only the particular mineral or minerals specified, as the case may be. After a release of this lease in its entirety as to only part of the acreage, the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by such release.

9. If there are, or if hereafter there shall be, two or more persons each of whom shall be entitled to receive a royalty of less than 1/8 of the total production, all such persons shall, by sufficient written instrument, designate some agent to receive payment for all of them, and lessee shall not be required to make payment to such persons, or any of them, until such instrument is furnished. However, in lieu of all such persons appointing the same agent, such persons may form themselves into different groups, those in each group appointing an agent to receive payment for only those in that group, provided that no group shall in the aggregate own a royalty of less than 1/8 of the total production.

10. This lease shall never be forfeited, cancelled or terminated for failure by lessee to perform in whole or in part any of its implied obligations, nor while oil or gas is being produced in paying quantities for any cause whatsoever, unless there shall first be a final judicial ascertainment that such obligation or cause exists and that lessee is in default. Upon such final determination, lessee is hereby given a reasonable time thereafter to comply with such obligation, or at lessee's election, to surrender the lease, with the option of reserving, under the terms of this lease, each producing well or well that is being drilled or reworked and ten acres surrounding it to be selected by lessee.

11. In case of suit, adverse claim, dispute or question as to the ownership of the rentals or royalties (or some part thereof) payable under this lease, lessee shall not be held in default of payment of such rentals or royalties (or the part thereof in doubt) until such suit, claim, dispute or question has been finally disposed of, and lessee shall have thirty (30) days after being furnished with the original instrument or instruments disposing of such suit, claim, or dispute (or a certified copy or copies thereof), or after being furnished with proof sufficient, in lessee's opinion, to settle such question, within which to make payment. Should the right or interest of lessee hereunder be disputed by lessee, or any other person, the time covered by the pendency of such dispute shall not be counted against lessee either as affecting the term of the lease or for any other purpose, and lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

12. When drilling or other operations are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or as a result of some order, requisition or necessity of the government, or as the result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding. Non-compliance, delay in compliance or incomplete compliance by lessee with any provision of this lease caused by lessee's obeying or performing any statute, regulation, rule or order enacted or issued for the conservation of oil and/or gas or the prevention of the waste of oil and/or gas shall not be considered a default on lessee's part and shall not render lessee liable to lessor for any loss, damage or injury suffered or sustained by lessor on account thereof. Should production temporarily cease on said land on account of a shutdown ordered by any public authority, this lease shall not terminate on that account but, on the contrary, it will be considered that oil and/or gas was produced from said land continuously during such shutdown, within the meaning of paragraph 2 hereof.

13. Lessor hereby warrants and agrees to defend the title to said land and agrees that lessee, at lessee's option, (but without any duty to do so), may pay and discharge in whole or in part any taxes, mortgages, or other liens upon said land or any part thereof, and in that event lessee shall be subrogated to such lien, with full right to enforce the same, and in addition thereto may retain for the satisfaction of such lien and interest all royalties or rentals accruing hereunder. The lessee shall pay directly, or reimburse lessee for, such proportion of any production and/or severance taxes, upon or measured by the total production or its value, as the royalty interest bears to the total interest. Without any impairment of lessee's rights under lessor's warranty of title it is agreed that if lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

IN WITNESS WHEREOF this instrument is executed on the date above written.

(L. S.)

M. M. Hiott (Seal)

Witnesses:

Nancy M. Conley

J. H. Hoover

By J. M. Holsey (Seal)

STATE OF SOUTH CAROLINA,
Colleton County

Personally appeared before me Nancy M. Conley and made oath that she saw the within named M. M. Hiott sign, seal and as his act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that she, with J. H. Hoover witnessed the execution thereof.

SWORN to before me this 11th day of May 1944.

J. H. Hoover (L. S.)
Notary Public of S. C.
(Seal affixed)

Nancy M. Conley

STATE OF SOUTH CAROLINA,
Colleton County

RENUNCIATION OF DOWER

I, J. H. Hoover, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. May M. Hiott the wife of the within named M. M. Hiott 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 J. M. Holsey, his heirs and assigns, all her interest and estate, and also all her rights and claims of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 11th day of May Anno Domini 1944.

May M. Hiott

J. H. Hoover (L. S.)
Notary Public of S. C.
(Seal affixed)

THE STATE OF SOUTH CAROLINA,
COUNTY OF _____ } ss.

I, _____ Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the 10th day of October 1944 at 1:20 o'clock P. M. and was duly recorded on this _____ day of _____, 19____ in the Deed Records of said County, in Volume _____ on pages _____.

Given under my hand and seal of office on the day and year last above written.

_____ Clerk, County Court _____ County, S. C.

By _____
Deputy.

Oil and Gas Mining Lease

AN AGREEMENT, entered into this 12 day of May 1944, between May H. Hiott

lessor (whether one or more), of the post office of Walterboro South Carolina, and J. W. Holsey, Lessee.

1. Lessor, in consideration of the sum of Sixty one and 05/100 Dollars ($ 1.05), in hand paid, and of the covenants and agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee, for the purpose of prospecting by any and all methods or procedures and prospecting and drilling for, mining, and producing oil and gas, laying pipe lines, building tanks, storing oil and water resulting from operations hereunder, and building towers, stations, telephone lines and other structures (including houses for employees) thereon, to produce, save, take care of, treat, process and transport oil and gas, the following described land in Hampton County, South Carolina, to-wit:

All those tracts pf land situate in Colleton County, South Carolina, aggregating 1221 acres, more or less, mentioned or described in title deeds to May H. Hiott, datad and recorded in the Office of rhe Clerk of Court for said county as follows, the acreage stated as to each tract of land being more or less and mentioned for the purpose of identifying the tract of land, to wit

Grantor	date	Book and page of record	Acreage
Flossie Fraser	11/22/34	55/719	30
Jane Adams	11/22/34	34/418	35
M. D. Hiott	8/16/24	34/419	(110
			(27
			73
H. M. Weeks	11/17/26		(157
M. H. Hiott	2/17/41		(769 1/4
		Total acreage	1221 1/4

Reference is here had to the record of said deeds for more particular descriptions

See Statement See this Book Page 50 of

It is the intention of the lessor and lessee that this lease shall also include, and there is hereby included and leased for the purposes and consideration herein stated, all the land owned and claimed by lessor adjacent or contiguous to the land above described, whether in the same or different surveys. For the purpose of determining the amount of any money payment hereunder said premises shall be treated as comprising 1221 acres, whether there be more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten years from this date (hereinafter called "primary term") and as long thereafter as either gas or oil is produced from said land hereunder.

3. The royalties reserved by lessor, and which shall be paid by lessee, are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected; however, lessee may from time to time purchase such royalty oil, paying therefor the market price at the wells currently prevailing on the day it is run into the pipe line or storage tanks; lessor's interest in either case shall bear its proportion of any expense of treating unmerchantable oil to render it merchantable as crude; and (b) on gas (including casing-head gas) produced from said land and sold or used off the land or in the manufacture of gasoline or other product, the market value at the wells of one-eighth of the gas so sold or used, provided that if and when lessee shall sell gas (including casing-head gas) at the wells, lessor's royalty thereon shall be one-eighth of the amount realized from such sales; during any period when, after a discovery of gas on said land, gas is not being sold on account of lack of a market, and is not being used off the land or in the manufacture of gasoline or other product, and there is no current production or operation on said land sufficient to keep this lease in force, lessee may pay as royalty Fifty Dollars ($50) per year for each shut-in gas well, and it will be considered that gas is being produced, within the meaning of paragraph 2 hereof, during any period for which such payment is made, and no rental shall accrue during any period covered by such a payment.

4. If drilling operations are not commenced on said land on or before one year from this date, this lease shall then terminate as to both parties, unless lessee shall pay or tender to lessor or to the credit of lessor in Farmers and Merchants Bank at Walterboro S. C., or any successor, the sum of Sixty one and 05/100 Dollars ($ 61705) (hereinafter called "rental"), which shall extend for 12 months the time within which drilling operations may be commenced. Thereafter, annually, in like manner; and upon like payments or tenders, the commencement of drilling operations may be further deferred for periods of 12 months, each during the primary term. The payments or tenders of rental may be made by the check or draft of lessee mailed or delivered to such bank or lessor (at post-office address last known to lessee) on or before such date for payment. Notwithstanding any change or division in the ownership of said land, the payment or tender of rental in the manner herein provided shall be binding on the heirs, successors and assigns of lessor. If the bank above-named (or any successor) should fail or refuse to accept rental, or should cease to transact banking business, without having a successor, lessee shall have thirty (30) days after lessor shall have delivered to lessee a proper recordable instrument designating a substitute bank (and its successors) as agent to receive rentals, within which to make payment or tender of any rental or rentals tendered but not accepted or whose normal date for payment shall fall before the end of said thirty (30) day period. Lessor shall advise lessee, by notice in writing, whenever the bank hereinbefore authorized to receive rentals shall be succeeded by another bank, and lessee shall have thirty (30) days after receipt of such notice, within which to make payment or tender of any rental or rentals whose normal date for payment shall fall before the end of said thirty (30) day period. All provisions applicable to the bank above-named (and its successors) shall apply to a substitute bank and its successors. For the purposes of this lease, a bank's successor to another bank if the former bank shall (directly or through the medium of one or more intervening banks) receive the deposits or continue the banking business of the latter bank. The above-named bank and any other bank authorized to receive rentals hereunder shall be lessor's agent. Drilling operations hereunder shall be deemed to be commenced when the first material is placed on the ground.

5. If during the primary term and prior to the discovery of oil or gas on said land lessee should drill a dry hole thereon, this lease shall not be terminated thereby if lessee commences further drilling operations or commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following completion of the dry hole or, if there be no such rental paying date, commences further drilling operations before the expiration of the primary term. If after the discovery of oil or gas the production thereof should cease from any cause, this lease shall not be terminated thereby if lessee commences drilling or reworking operations within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following such cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as drilling or reworking operations (whether on the same well or on different wells successively) are continuously prosecuted and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land hereunder. Such operations, after the expiration of the primary term, shall be deemed to be continuously prosecuted if not more than sixty days shall elapse between the completion of drilling or reworking operations on one well and the commencement of drilling or reworking operations on another well.

6. Lessee shall have the free use of oil, gas and water from said land, except water from lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be on the net quantity after deducting any so used for operations. If lessee shall operate the leased premises jointly with other premises by a central plant or plants using oil or gas as fuel, and there be available such fuel (oil or gas) from the leased premises, then lessee shall have the right to allocate to the leased premises, for deduction as fuel, their pro rata share of the total oil or gas consumed in such plant or plants as fuel. If in its judgment advantageous, lessee may use as separate operation of the leased premises or in such central plant fuel not available from the leased premises, or power, and charge its cost (or the proper pro rata portion thereof) against the production from the leased premises, but in no event may it charge more than the value (or the proper pro rata portion thereof) of that equivalent amount of fuel from the leased premises which would have been used in the same operations, had fuel from the leased premises been employed therefor. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth in cultivated land, and no well shall be drilled within two hundred feet of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at the risk and expense of lessor, of making connection and using gas from any gas well on said land for stoves and inside lights in the principal dwelling, said land out of any surplus gas not needed for operations hereunder.

7. As used in this paragraph "mineral" means other than oil or gas. If, while this lease remains in force, any mineral shall be discovered in said land in commercial quantities lessee, at lessee's option, shall have the exclusive right to mine the same with all incidental rights, including that of ingress and egress, so long as such mineral shall be produced in commercial quantities, and shall pay lessor a royalty in kind or value at the mine at lessee's election of one-eighth of all minerals so mined, except that the royalty on potassium and sodium salts and related compounds shall be one-twentieth of their value at the mine on all mined and marketed, and except that the royalty on sulphur shall be fifty cents per long ton (2240 lbs.) on all mined and marketed. Production in commercial quantities of any mineral shall keep this lease in force also as to oil and gas and all minerals, and such production shall eliminate rental just as would production of oil or gas. In the event of the discovery of any mineral in sub-standard quantities which lessee deems to be profitably commercial, then, notwithstanding any provision of this lease under which it might sooner terminate, lessee shall be allowed three years after such discovery or after the cessation of the production, if any, of oil or gas, whichever event happens last, within which to determine the extent of the deposit of such mineral and, if such deposit shall be in commercial quantities, to begin commercial production of such mineral. The commercial production of mineral, begun during such three year period but after the primary term, shall have the same effects as though commenced during the primary term. Nothing contained in this paragraph is intended or shall be construed to shorten the primary term or to terminate this lease sooner than it would otherwise terminate.

8. The rights of either party hereunder may be assigned in whole or in part. By an assignment in part is meant an assignment as to only part of said land, or an assignment of only a certain mineral or minerals, or an assignment as to only a certain mineral or minerals in part of said land. The provisions hereof shall extend to their heirs, successors and assigns of the parties hereto, but no change or division in the ownership of the lands, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights and privileges of lessee; offsetting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises, nor shall separate measurement of the production of any particular well or wells on the leased premises be in any event obligatory. No change or division in the ownership of the lands, rentals or royalties shall be binding on lessee for any purpose until lessee shall be furnished with satisfactory written evidence thereof, including the instruments of title or certified copies thereof. Should lessee assign this lease in whole or in part, lessor shall look solely to the assignee for the performance of its terms, or (if the assignment was in part) for the performance of its terms as to the acreage covered by the assignment, but only as to the mineral or minerals specified therein, if the assignment was limited to a certain mineral or minerals. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals is apportioned as between the several leasehold owners ratably, according to the surface area of each, and failure by one or more of them to pay his share or

See Assignment and Amend. Book 150 Page 1 &

shares of the rentals shall not affect the validity of the lease on the part of the land upon which pro rata rentals are paid or tendered. Drilling or production on any portion of the leased premises shall (so far as concerns the continuance of this lease) inure to the benefit of the owners of the lease upon all portions of the leased premises. Lessee may at any time, and from time to time, execute and deliver to lessor or place of record a release covering all or any portion or portions of the leased premises as to all or any specified mineral or minerals, and thereupon shall be relieved of all obligations as to the acreage surrendered, or as to that acreage as to only the particular mineral or minerals specified, as the case may be. After a release of this lease in its entirety as to only part of the acreage, the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by such release.

9. If there are, or if hereafter there shall be, two or more persons each of whom shall be entitled to receive a royalty of less than 1/8 of the total production, all such persons shall, by sufficient written instrument, designate some agent to receive payment for all of them, and lessee shall not be required to make payment to such persons, or any of them, until such instrument is furnished. However, in lieu of all such persons appointing the same agent, such persons may form themselves into different groups, those in each group appointing an agent to receive payment for only those in that group, provided that no group shall in the aggregate own a royalty of less than 1/8 of the total production.

10. This lease shall never be forfeited, cancelled or terminated for failure by lessee to perform in whole or in part any of its implied obligations, nor while oil or gas is being produced in paying quantities for any cause whatsoever, unless there shall first be a final judicial ascertainment that such obligation or cause exists and that lessee is in default. Upon such final determination, lessee is hereby given a reasonable time thereafter to comply with such obligation, or at lessee's election, to surrender the lease, with the option of reserving, under the terms of this lease, each producing well or well that is being drilled or reworked and ten acres surrounding it to be selected by lessee.

11. In case of suit, adverse claim, dispute or question as to the ownership of the rentals or royalties (or some part thereof) payable under this lease, lessee shall not be held in default of payment of such rentals or royalties (or the part thereof in doubt) until such suit, claim, dispute or question has been finally disposed of, and lessee shall have thirty (30) days after being furnished with the original instrument or instruments disposing of such suit, claim, or dispute (or a certified copy or copies thereof), or after being furnished with proof sufficient, in lessee's opinion, to settle such question, within which to make payment. Should the right or interest of lessee hereunder be disputed by lessor, or any other person, the time covered by the pendency of such dispute shall not be counted against lessee either as affecting the term of the lease or for any other purpose, and lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

12. When drilling or other operations are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or as a result of some order, requisition or necessity of the government, or as the result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding. Non-compliance, delay in compliance or incomplete compliance by lessee with any provision of this lease caused by lessee's obeying or performing any statute, regulation, rule or order enacted or issued for the conservation of oil and/or gas or the prevention of the waste of oil and/or gas shall not be considered a default on lessee's part and shall not render lessee liable to lessor for any loss, damage or injury suffered or sustained by lessee on account thereof. Should production temporarily cease on said land on account of a shutdown ordered by any public authority, this lease shall not terminate on that account but, on the contrary, it will be considered that oil and/or gas was produced from said land continuously during such shutdown, within the meaning of paragraph 2 hereof.

13. Lessor hereby warrants and agrees to defend the title to said land and agrees that lessee, at lessee's option, (but without any duty to do so), may pay and discharge in whole or in part any taxes, mortgages, or other liens upon said land or any part thereof, and in that event lessee shall be subrogated to such lien, with full right to enforce the same, and in addition thereto may retain for the satisfaction of such lien and interest all royalties or rentals accruing hereunder. The lessee shall pay directly, or reimburse lessee for, such proportion of any production and/or severance taxes, upon or measured by the total production or its value, as the royalty interest bears to the total interest. Without any impairment of lessee's rights under lessor's warranty of title it is agreed that if lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

IN WITNESS WHEREOF this instrument is executed on the date above written.

(L. S.)

Kay H. Hiott

Witnesses:

Nancy H. Cantey

J. W. Holgoy

By J. W. Holgoy (Seal)

STATE OF SOUTH CAROLINA,
Colleton County

Personally appeared before me Nancy H. Cantey

and made oath that she saw the within named Kay H. Hiott

sign, seal and as her act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that he, with J. W. Hooper witnessed the execution thereof.

SWORN to before me this 15th day of May 1944 194...

Nancy H. Cantey

Notary Public of S. C. (L. S.)

STATE OF SOUTH CAROLINA,
County

RENUNCIATION OF DOWER

I, ... do hereby certify unto all whom it may concern, that Mrs. ... the wife of the within named, ... did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named ... heirs and assigns, all her interest and estate, and also all her rights and claims of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this ... day of ... Anno Domini 194...

Notary Public of S. C. (L. S.)

THE STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

to.

I, K. H. Saunders, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the 10 day of Oct. 1944 19... at 12 o'clock ... M., and was duly recorded on this 10 day of Oct 1944 19... in the Deed Records of said County, in Volume ... on pages ...

Given under my hand and seal of office on the day and year last above written.

... Clerk, County Court ... County, S. C.

By ...
Deputy.

M (Texas) Form P O-D

Oil and Gas Mining Lease

AN AGREEMENT, entered into this 18th day of May 1944, by and between Way H. Hiott and Louise Hiott

lessor (whether one or more), of the post office of Walterboro South Carolina, and J. K. Holsey Lessee.

1. Lessor, in consideration of the sum of Fourteen and 10/100 Dollars ($ 14/10), in hand paid, and of the covenants and agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee, for the purpose of mining by any method for formations or structures and prospecting and drilling for, mining, and producing oil and gas, laying pipe lines, building tanks, storing oil and water resulting from operations hereunder, and building towers, stations, telephone lines and other structures (including houses for employees) thereon, to produce, save, take care of, treat, process and transport oil and gas, the following described land in Hampton County, South Carolina, to-wit:

All those tracts of land situate in Colleton County, South Carolina aggregating 282 acres, more or less, mentioned or described in title deeds to Way H. Hiott and Louise Hiott, dated and recorded in the Office of the Clerk of Court for said county as follows, (the acreage as to each tract of land being more or less and mentioned for the purpose of identifying the tract of land to wit:

Grantor	date	Books/ and page of record	Acreage
Minda Williams	7/4/41	84/322	5
M. H. Hiott	2/28/41	80/96	(192
			(85
		Total acreage	282

Reference is here hand to the record of said deeds for more particular descriptions

It is the intention of the lessor and lessee that this lease shall also include, and there is hereby included and leased for the purposes and consideration herein stated, all the land owned and claimed by lessor adjacent or contiguous to the land above described, whether in the same or different surveys. For the purpose of determining the amount of any money payment hereunder said premises shall be treated as comprising 282 acres, whether there be more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten years from this date (hereinafter called "primary term") and as long thereafter as either gas or oil is produced from said land hereunder.

3. The royalties reserved by lessor, and which shall be paid by lessee, are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected; however, lessee may from time to time purchase such royalty oil, paying therefor the market price at the wells currently prevailing on the day it is run into the pipe line or storage tanks; lessor's interest in either case shall bear its proportion of any expense of treating unmerchantable oil to render it merchantable as crude; and (b) on gas (including casing-head gas) produced from said land and sold or used off the land or in the manufacture of gasoline or other product, the market value at the wells of one-eighth of the gas so sold or used, provided that if and when lessee shall sell gas (including casing-head gas) at the wells lessee's royalty thereon shall be one-eighth of the amount realized from such sales; during any period when, after a discovery of gas on said land, gas is not being sold on account of lack of a market, and is not being used off the land or in the manufacture of gasoline or other products, and there is no current production or operation on said land sufficient to keep this lease in force, lessee may pay as royalty Fifty Dollars ($50) per year for each shut-in gas well, and it will be considered that gas is being produced, within the meaning of paragraph 2 hereof, during any period for which such payment is made, and no rental shall insure during any period covered by such a payment.

4. If drilling operations are not commenced on said land on or before one year from this date, this lease shall then terminate as to both parties, unless lessee shall pay or tender to lessor or to the credit of lessor in Farmers and Merchants Bank at Walterboro S. C., or any successor, the sum of Fourteen and 10/100 Dollars ($ 14.10) (hereinafter called "rental"), which shall extend for 12 months the time within which drilling operations may be commenced. Thereafter, annually, in like manner, and upon like payments or tenders, the commencement of drilling operations may be further deferred for periods of 12 months, each during the primary term. The payments or tenders of rental may be made by the check or draft of lessee mailed or delivered to such bank or lessor (at post-office address last known to lessee) on or before each date for payment. Notwithstanding any change or division in the ownership of said land, the payment or tender of rental in the manner herein provided shall be binding on the heirs, successors and assigns of lessor. If the bank above-named (or any successor) should fail or refuse to accept rental, or should cease to transact banking business without having a successor, lessee shall have thirty (30) days after lessor shall have delivered to lessee a proper recordable instrument designating a substitute bank (and its successors) as agent to receive rentals, within which to make payment or tender of any rental or rentals tendered but not accepted or whose normal date for payment shall fall before the end of said thirty (30) day period. Lessor shall advise lessee, by notice in writing, whenever the bank heretofore authorized to receive rentals shall be succeeded by another bank, and lessee shall have thirty (30) days after receipt of such notice, within which to make payment or tender of any rental or rentals whose normal date for payment shall fall before the end of said thirty (30) day period. All provisions applicable to the bank above-named (and its successors) shall apply to a substitute bank and its successors. For the purposes of this lease, a bank is successor to another bank if the former bank shall (directly or through the medium of one or more intervening banks) receive the deposits or continue the banking business of the latter bank. The above-named bank and any other bank authorized to receive rentals hereunder shall be lessor's agent. Drilling operations hereunder shall be deemed to be commenced when the first material is placed on the ground.

5. If during the primary term and prior to the discovery of oil or gas on said land lessee should drill a dry hole thereon, this lease shall not be terminated thereby if lessee commences further drilling operations or commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following completion of the dry hole or, if there be no such rental paying date, commences further drilling operations before the expiration of the primary term. If after the discovery of oil or gas the production thereof should cease from any cause, this lease shall not be terminated thereby if lessee commences drilling or reworking operations within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following such cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as drilling or reworking operations (whether on the same well or on different wells successively) are continuously prosecuted and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land hereunder. Such operations, after the expiration of the primary term, shall be deemed to be continuously prosecuted if not more than sixty days shall elapse between the completion of drilling or reworking operations on one well and the commencement of drilling or reworking operations on another well.

6. Lessor shall have the free use of oil, gas and water from said land, except water from lessee's wells, for all operations hereunder, and the royalty on oil and gas shall be on the net quantity after deducting any so used for operations. If lessee shall operate the leased premises jointly with other premises by a central plant or plants using oil or gas as fuel, and there be available such fuel (oil or gas) from the leased premises, then lessee shall have the right to allocate to the leased premises, for deduction as free fuel, their pro rata share of the total oil or gas consumed in such plant or plants as fuel. If in its judgment advantageous, lessee may use in separate operation of the leased premises or in such central plant fuel not available from the leased premises, or power, and charge its cost (or the proper pro rata portion thereof) against the production from the leased premises, but in no event may it charge more than the value (or the proper pro rata portion thereof) at that equivalent amount of fuel from the leased premises which would have been used in the same operations, had fuel from the leased premises been employed therefor. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth in cultivated land, and no well shall be drilled within two hundred feet of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at the risk and expense of lessor, of making connection and using gas from any gas well on said land for stoves and inside lights in the principal dwelling on said land out of any surplus gas not needed for operations hereunder.

7. As used in this paragraph "mineral" means other than oil or gas. If, while this lease remains in force, any mineral shall be discovered in said land in commercial quantities lessee, at lessee's option, shall have the exclusive right to mine the same with all incidental rights, including that of ingress and egress, so long as such mineral shall be produced in commercial quantities, and shall pay lessor royalty in kind or value at the mine at lessee's election of one-eighth of all minerals so mined except that the royalty on potassium and sodium salts and related compounds shall be one-fifteenth of their value at the mine on all mined and marketed, and except that the royalty on sulphur shall be fifty cents per long ton (2240 lbs.) on all mined and marketed. Production in commercial quantities of any mineral shall keep this lease in force also as to oil and gas and all minerals, and such production shall eliminate rental just as would production of oil or gas. In the event of the discovery of any mineral in substantial quantities which lessee deems to be probably commercial, then, notwithstanding any provision of this lease under which it might sooner terminate, lessee shall be allowed three years after such discovery or after the cessation of the production, if any, of oil or gas, whichever event happens last, within which to determine the extent of the deposit of such mineral and, if such deposit shall be in commercial quantities, so begin commercial production of such mineral. The commercial production of mineral, begun during such three year period but after the primary term, shall have the same effects as though commenced during the primary term. Nothing contained in this paragraph is intended or shall be construed to shorten the primary term or to terminate this lease sooner than it would otherwise terminate.

8. The rights of either party hereunder may be assigned in whole or in part. By an assignment in part is meant an assignment as to only part of said land, or an assignment as to only a certain mineral or minerals, or an assignment as to only a certain mineral or minerals in part of said land. The provisions hereof shall extend to their heirs, successors and assigns of the parties hereto, but no change or division in the ownership of the lands, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights and privileges of lessee; offsetting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises, nor shall separate measurement of the production of any particular well or wells on the leased premises be in any event obligatory. No change or division in the ownership of the lands, rentals or royalties shall be binding on lessee for any purpose until lessee shall be furnished with satisfactory written evidence thereof, including the maximum of title or certified copies thereof. Should lessee assign this lease in whole or in part, lessor shall look solely to the assignee for the performance of its terms, or (if the assignment was in part) for the performance of its terms as to the acreage covered by the assignment, but only as to the mineral or minerals specified therein, if the assignment was limited to a certain mineral or minerals. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals is apportioned as between the several leasehold owners ratably, according to the surface area of each, and failure by one or more of them to pay his share or

Ass'gnment rec'd from Bank Sept 1946

shares of the rentals shall not affect the validity of the lease on the part of the land upon which pro rata rentals are paid or tendered. Drilling or production on any portion of the leased premises shall (so far as concerns the continuance of this lease) inure to the benefit of the owners of the lease upon all portions of the leased premises. Lessee may at any time, and from time to time, execute and deliver to lessor or place of record a release covering all or any portion or portions of the leased premises as to all or any specified mineral or minerals, and thereupon shall be relieved of all obligations as to the acreage surrendered, or as to that acreage as to only the particular mineral or minerals specified, as the case may be. After a release of this lease in its entirety as to only part of the acreage, the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by such release.

9. If there are, or if hereafter there shall be, two or more persons each of whom shall be entitled to receive a royalty of less than 1/8 of the total production, all such persons shall, by sufficient written instrument, designate some agent to receive payment for all of them, and lessee shall not be required to make payment to such persons, or any of them, until such instrument is furnished. However, in lieu of all such persons appointing the same agent, such persons may form themselves into different groups, those in each group appointing an agent to receive payment for only those in that group, provided that no group shall in the aggregate own a royalty of less than 1/8 of the total production.

10. This lease shall never be forfeited, cancelled or terminated for failure by lessee to perform in whole or in part any of its implied obligations, nor while oil or gas is being produced in paying quantities for any cause whatsoever, unless there shall first be a final judicial ascertainment that such obligation or cause exists and that lessee is in default. Upon such final determination, lessee is hereby given a reasonable time thereafter to comply with such obligation, or at lessee's election, to surrender the lease, with the option of reserving, under the terms of this lease, each producing well or well that is being drilled or reworked and ten acres surrounding it to be selected by lessee.

11. In case of suit, adverse claim, dispute or question as to the ownership of the rentals or royalties (or some part thereof) payable under this lease, lessee shall not be held in default of payment of such rentals or royalties (or the part thereof in doubt) until such suit, claim, dispute or question has been finally disposed of, and lessee shall have thirty (30) days after being furnished with the original instrument or instruments disposing of such suit, claim, or dispute (or a certified copy or copies thereof), or after being furnished with proof sufficient, in lessee's opinion, to settle such question, within which to make payment. Should the right or interest of lessee hereunder be disputed by lessor, or any other person, the time covered by the pendency of such dispute shall not be counted against lessee either as affecting the term of the lease or for any other purpose, and lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

12. When drilling or other operations are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or as a result of some order, requisition or necessity of the government, or as the result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding. Non-compliance, delay in compliance or incomplete compliance by lessee with any provision of this lease caused by lessee's obeying or performing any statute, regulation, rule or order enacted or issued for the conservation of oil and/or gas or the prevention of the waste of oil and/or gas shall not be considered a default on lessee's part and shall not render lessee liable to lessor for any loss, damage or injury suffered or sustained by lessor on account thereof. Should production temporarily cease on said land on account of a shutdown ordered by any public authority, this lease shall not terminate on that account but, on the contrary, it will be considered that oil and/or gas was produced from said land continuously during such shutdown, within the meaning of paragraph 2 hereof.

13. Lessee hereby warrants and agrees to defend the title to said land and agrees that lessor, at lessee's option, (but without any duty to do so), may pay and discharge in whole or in part any taxes, mortgages, or other liens upon said land or any part thereof, and in that event lessee shall be subrogated to such lien, with full right to enforce the same, and in addition thereto may retain for the satisfaction of such lien and interest all royalties or rentals accruing hereunder. The lessee shall pay directly, or reimburse lessee for, such proportion of any production and/or severance taxes, upon or measured by the total production or its value, as the royalty interest bears to the total interest. Without any impairment of lessee's rights under lessee's warranty of title it is agreed that if lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

IN WITNESS WHEREOF this instrument is executed on the date above written.

(L. S.) May H. Hiatt

Witnesses: Louisa Hiatt (Seal)

Nancy M. Cantey

J. E. Mooner

By J. E. Holmes (Seal)

STATE OF SOUTH CAROLINA,
Colleton County

Personally appeared before me Nancy M. Cantey

and made oath that she saw the within named May H. Hiatt and Louisa Hiatt

sign, seal and as their act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that he, with J. E. Mooner witnessed the execution thereof.

SWORN to before me this 15th day of May 1944

J. E. Mooner (L. S.)
Notary Public of S. C.

Nancy M. Cantey

STATE OF SOUTH CAROLINA,
County

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named heirs and assigns, all her interest and estate, and also all her rights and claims of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of Anno Domini 194

(L. S.)
Notary Public of S. C.

THE STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

I, W. H. Saundars Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the 10 day of Oct 1944 at 1 o'clock P M., and was duly recorded on this 10 day of Oct 1944 in the Deed Records of said County, in Volume on page

Given under my hand and seal of office on the day and year last above written.

Clerk, County Court County, S. C.

By Deputy.

BOOK 88

159

(Texas) Form P O-D

Oil and Gas Mining Lease

AN AGREEMENT, entered into this 12th day of May 1944, by, between Louise Hiott

lessor (whether one or more), of the post office of Walterboro South Carolina, and J. L. Holsey, Lessee.

1. Lessee, in consideration of the sum of Eleven and 25/100 Dollars ($ 11.25), in hand paid, and of the covenants and agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee, for the purpose of testing by any method for formations or structures and prospecting and drilling for, mining, and producing oil and gas, laying pipe lines, building tanks, storing oil and water resulting from operations hereunder, and building towers, stations, telephone lines and other structures (including houses for employees) thereon, to produce, save, take care of, treat, process and transport oil and gas, the following described land in Hampton County, South Carolina, to-wit:

All those tracts of land situate in Colleton County South Carolina aggregating 225 acres, more or less, mentioned or described in title deed to Louise Hiott, dated and recorded in the Office of the Clerk of Court for said county as follows, (the acreage stated to each tract of land being more or less and mentioned for the purpose of identifying the tracy of land) to wit:

Grantor	date	Book & page of record	Acreage
I. A. Smoak Probate Judge	1/11/36	71/11	33
I. D. Crosby	2/13/34	69/96	51 1/4
Rachel Utsey et al	7/8/28	61/223	95
I. A. Smoak, Probate Judge	1/11/38	75/85	46
		Total acreage	225.25

reference is here had to the record of said deeds for more particular descriptions

It is the intention of the lessor and lessee that this lease shall also include, and there is hereby included and leased for the purposes and consideration herein stated, all the land owned and claimed by lessor adjacent or contiguous to the land above described, whether in the same or different surveys. For the purpose of determining the amounts of any money payments hereunder said premises shall be treated as comprising 225 acres, whether there be more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten years from this date (hereinafter called "primary term") and as long thereafter as either gas or oil is produced from said land hereunder.

3. The royalties reserved by lessor, and which shall be paid by lessee, are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected; however, lessee may from time to time purchase such royalty oil, paying therefor the market price at the wells currently prevailing on the day it is run into the pipe line or storage tanks; lessor's interest in either case shall bear its proportion of any expense of treating unmerchantable oil to render it merchantable as crude; and (b) on gas (including casing-head gas) produced from said land and sold or used off the land or in the manufacture of gasoline or other products, the market value at the wells of one-eighth of the gas so sold or used, provided that if and when lessee shall sell gas (including casing-head gas) at the wells lessee's royalty thereon shall be one-eighth of the amounts realized from such sales; during any period when, after a discovery of gas on said land, gas is not being sold on account of lack of a market, and is not being used off the land or in the manufacture of gasoline or other product, and there is no current production or operation on said land sufficient to keep this lease in force, lessee may pay as royalty Fifty Dollars ($50) per year for each shut-in gas well, and it will be considered that gas is being produced, within the meaning of paragraph 2 hereof, during any period for which such payment is made, and no rental shall insure during any period covered by such a payment.

4. If drilling operations are not commenced on said land on or before one year from this date, this lease shall then terminate as to both parties, unless lessee shall pay or tender to lessor or to the credit of lessor in Farmers and Exchange Bank at Walterboro S. C., or any successor, the sum of Eleven and 25/100 Dollars ($ 11.25) (hereinafter called "rental"), which shall extend for 12 months the time within which drilling operations may be commenced. Thereafter, annually, in like manner, and upon like payments or tenders, the commencement of drilling operations may be further deferred for periods of 12 months, each during the primary term. The payments or tenders of rental may be made by the check or draft of lessees mailed or delivered to such bank or lessor (at post-office address last known to lessee) on or before such date for payment. Notwithstanding any change or division in the ownership of said land, the payment or tender of rental in the manner herein provided shall be binding on the heirs, successors and assigns of lessor. If the bank above-named (or any successor) should fail or refuse to accept rental, or should cease to transact banking business without having a successor, lessee shall have thirty (30) days after lessor shall have delivered to lessee a proper recordable instrument designating a substitute bank (and its successors) as agent to receive rentals, within which to make payment or tender of any rental or rentals tendered but not accepted or whose normal date for payment shall fall before the end of said thirty (30) day period. Lessor shall advise lessee, by notice in writing, whenever the bank heretofore authorized to receive rentals shall be succeeded by another bank, and lessee shall have thirty (30) days after receipt of such notice, within which to make payment or tender of any rental or rentals whose normal date for payment shall fall before the end of said thirty (30) day period. All provisions applicable to the bank above-named (and its successors) shall apply to a substitute bank and its successors. For the purposes of this lease, a bank is successor to another bank if the former bank shall (directly or through the medium of one or more intervening banks) receive the deposits or assume the banking business of the latter bank. The above-named bank and any other bank authorized to receive rentals hereunder shall be lessor's agent. Drilling operations hereunder shall be deemed to be commenced when the first material is placed on the ground.

5. If during the primary term and prior to the discovery of oil or gas on said land lessee should drill a dry hole thereon, this lease shall not be terminated thereby if lessee commences further drilling operations or commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following completion of the dry hole or, if there be no such rental paying date, commences further drilling operations before the expiration of the primary term. If after the discovery of oil or gas the production thereof should cease from any cause, this lease shall not be terminated thereby if lessee commences drilling or reworking operations within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following such cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as drilling or reworking operations (whether on the same well or on different wells successively) are continuously prosecuted and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land hereunder. Such operations, after the expiration of the primary term, shall be deemed to be continuously prosecuted if not more than sixty days shall elapse between the completion of drilling or reworking operations on one well and the commencement of drilling or reworking operations on another well.

6. Lessee shall have the free use of oil, gas and water from said land, except water from lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be on the net quantity after deducting any so used for operations. If lessee shall operate the leased premises jointly with other premises by a central plant or plants using oil or gas as fuel, and there be available such fuel (oil or gas) from the leased premises, then lessee shall have the right to allocate to the leased premises, for deduction as free fuel, their pro rata share of the total oil or gas consumed in such plant or plants as fuel. If in its judgment advantageous, lessee may use in separate operation of the leased premises or in such central plant fuel not available from the leased premises, or power, and charge its cost (or the proper pro rata portion thereof) against the production from the leased premises, but in no event may it charge more than the value (or the proper pro rata portion thereof) of that equivalent amount of fuel from the leased premises which would have been used in the same operations, had fuel from the leased premises been employed therefor. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth in cultivated land, and no well shall be drilled within two hundred feet of any residence or barn now on said land without lessor's consent. Lessee shall have the privilege, at the risk and expense of lessor, of making connection and using gas from any gas well on said land for stoves and inside lights in the principal dwelling on said land out of any surplus gas not needed for operations hereunder.

7. As used in this paragraph "mineral" means other than oil or gas. If, while this lease remains in force, any mineral shall be discovered in said land in commercial quantities lessee, at lessee's option, shall have the exclusive right to mine the same with all incidental rights, including that of ingress and egress, so long as such mineral shall be produced in commercial quantities, and shall pay lessor a royalty in kind or value at the mine at lessee's election of one-eighth of all minerals so mined, except that the royalty on potassium and sodium salts and related compounds shall be one-twentieth of their value at the mine on all mined and marketed, and except that the royalty on sulphur shall be fifty cents per long ton (2240 lbs.) on all mined and marketed. Production in commercial quantities of any mineral shall keep this lease in force also as to oil and gas and all minerals, and such production shall eliminate rental just as would production of oil or gas. In the event of the discovery of any mineral in sub-stantial quantities which lessee deems to be probably commercial, then, notwithstanding any provision of this lease under which it might sooner terminate, lessee shall be allowed three years after such discovery or after the cessation of the production, if any, of oil or gas, whichever event happens last, within which to determine the extent of the deposit of such mineral and, if such deposit shall be in commercial quantities, to begin commercial production of such mineral. The commercial production of mineral, begun during such three year period but after the primary term, shall have the same effects as though commenced during the primary term. Nothing contained in this paragraph is intended or shall be construed to shorten the primary term or to terminate this lease sooner than it would otherwise terminate.

8. The rights of either party hereunder may be assigned in whole or in part. By an assignment in part is meant an assignment as to only part of said land, or an assignment as to only a certain mineral or minerals, or an assignment as to only a certain mineral or minerals in part of said land. The provisions hereof shall extend to their heirs, successors and assigns of the parties hereto, but no change or division in the ownership of the lands, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights and privileges of lessee; offsetting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises, nor shall separate measurement of the production of any particular well or wells on the leased premises be in any event obligatory. No change or division in the ownership of the lands, rentals or royalties shall be binding on lessee for any purpose until lessee shall be furnished with satisfactory written evidence thereof, including the muniments of title or certified copies thereof. Should lessee assign this lease in whole or in part, lessor shall look solely to the assignee for the performance of its terms, or (if the assignment was in part) for the performance of its terms as to the acreage covered by the assignment, but only as to the mineral or minerals specified therein, if the assignment was limited to a certain mineral or minerals. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals is apportioned as between the several leasehold owners ratably, according to the surface area of each, and failure by one or more of them to pay his share or

See assignment Mr. Isaac Hiott Copy 186

shares of the rentals shall not affect the validity of the lease on the part of the land upon which pro rata rentals are paid or tendered. Drilling or production on any portion of the leased premises shall (so far as concerns the continuance of this lease) inure to the benefit of the owners of the lease upon all portions of the leased premises. Lessee may at any time, and from time to time, execute and deliver to lessor or place of record a release covering all or any portion or portions of the leased premises as to all or any specified mineral or minerals, and thereupon shall be relieved of all obligations as to the acreage surrendered, or as to that acreage as to only the particular mineral or minerals specified, as the case may be. After a release of this lease in its entirety as to only part of the acreage, the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by such release.

9. If there are, or if hereafter there shall be, two or more persons each of whom shall be entitled to receive a royalty of less than 1/8 of the total production, all such persons shall, by sufficient written instrument, designate some agent to receive payment for all of them, and lessee shall not be required to make payment to such persons, or any of them, until such instrument is furnished. However, in lieu of all such persons appointing the same agent, such persons may form themselves into different groups, those in each group appointing an agent to receive payment for only those in that group, provided that no group shall in the aggregate own a royalty of less than 1/8 of the total production.

10. This lease shall never be forfeited, cancelled or terminated for failure by lessee to perform in whole or in part any of its implied obligations, nor while oil or gas is being produced in paying quantities for any cause whatsoever, unless there shall first be a final judicial ascertainment that such obligation or cause exists and that lessee is in default. Upon such final determination, lessee is hereby given a reasonable time thereafter to comply with such obligation, or at lessee's election, to surrender the lease, with the option of reserving, under the terms of this lease, each producing well or well that is being drilled or reworked and ten acres surrounding it to be selected by lessee.

11. In case of suit, adverse claim, dispute or question as to the ownership of the rentals or royalties (or some part thereof) payable under this lease, lessee shall not be held in default of payment of such rentals or royalties (or the part thereof in doubt) until such suit, claim, dispute or question has been finally disposed of, and lessee shall have thirty (30) days after being furnished with the original instrument or instruments disposing of such suit, claim, or dispute (or a certified copy or copies thereof), or after being furnished with proof sufficient, in lessee's opinion, to settle such question, within which to make payment. Should the right or interest of lessee hereunder be disputed by lessee, or any other person, the time covered by the pendency of such dispute shall not be counted against lessee either as affecting the term of the lease or for any other purpose, and lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

12. When drilling or other operations are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or as a result of some order, requisition or necessity of the government, or as the result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding. Non-compliance, delay in compliance or incomplete compliance by lessee with any provision of this lease caused by lessee's obeying or performing any statute, regulation, rule or order so acted or issued for the conservation of oil and/or gas or the prevention of the waste of oil and/or gas shall not be considered a default on lessee's part and shall not render lessee liable to lessor for any loss, damage or injury suffered or sustained by lessor on account thereof. Should production temporarily cease on said land on account of a shutdown ordered by any public authority, this lease shall not terminate on that account but, on the contrary, it will be considered that oil and/or gas was produced from said land continuously during such shutdown, within the meaning of paragraph 2 hereof.

13. Lessee hereby warrants and agrees to defend the title to said land and agrees that lessee, at lessee's option, (but without any duty to do so), may pay and discharge in whole or in part any taxes, mortgages, or other liens upon said land or any part thereof, and in that event lessee shall be subrogated to such lien, with full right to enforce the same, and in addition thereto may retain for the satisfaction of such lien and interest all royalties or rentals accruing hereunder. The lessor shall pay directly, or reimburse lessee for, such proportion of any production and/or severance taxes, upon or measured by the total production or its value, as the royalty interest bears to the total interest. Without any impairment of lessee's rights under lessee's warranty of title it is agreed that if lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

IN WITNESS WHEREOF this instrument is executed on the date above written.

(L. S.)

Louise Hiott

Witnesses:

Nancy W. Cantey

J. H. Moorer

By J. H. Holsey (SEAL)

STATE OF SOUTH CAROLINA,
Colleton County

Personally appeared before me Nancy W. Cantey

and made oath that she saw the within named Louise Hiott

sign, seal and as her act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that he, with J. H. Moorer witnessed the execution thereof.

SWORN to before me this 10th day of May 1944 194

J. H. Moorer (L. S.)
Notary Public of S. C.

Nancy W. Cantey

STATE OF SOUTH CAROLINA,
County

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern, that Mrs.

the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named heirs and assigns, all her interest and estate, and also all her rights and claims of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this
day of
Anno Domini 194
(L. S.)
Notary Public of S. C.

THE STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

I, H. H. Saunders, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the 10 day of Oct 1944 19 at 1 o'clock P M, and was duly recorded on the 10th day of Oct 1944 19 in the Deed Records of said County, in Volume on page

Given under my hand and seal of office on the day and year last above written.

Clerk, County Court County, S. C.

By
Deputy.

88 (Texas) Form P.O-D

Oil and Gas Mining Lease

AN AGREEMENT, entered into this 18th day of May, in 44 between Jessie H. Rowe, nee Hiott

lessor (whether one or more), of the post office of R.F.D. #1 Walterboro South Carolina and Lessee.

1. Lessor, in consideration of the sum of Sixty four and 05/100- - - Dollars ($ 64.05), in hand paid, and of the covenants and agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee, for the purpose of testing by any method for formations or structures and prospecting on and drilling for, mining, and producing oil and gas, laying pipe lines, building tanks, storing oil and water resulting from operations hereunder, and building towers, stations, telephone lines and other structures (including houses for employees) thereon, to produce, save, take care of, treat, process and transport oil and gas, the following described land in Hampton County, South Carolina, to-wit:

All those tracts of land situate in Colleton County, South Carolina, aggregating 1281 acres, more or less, mentioned or described in title deeds to Jessie H. Rowe nee Hiott, dated and recorded in the Office of the Clerk of Court for said county as follows, (the acreage stated as to each tract of land being more or less and mentioned for the purpose of identifying the tract of land) to wit:

Grantor	date	Book & page of record	Acreage
M. H. Hiott	6/13/39	77/217	960.
M. H. Hiott	9/9/38	76/299	(75
			(114
Sara A. Fields	3/26/32	66/356	73
F. S. Fennell, Sheriff	11/28/34	71/9	60
F. S. Fennell, Sheriff	11/28/34	71/10	7
		Total acreage	1289
Less			
Grantee			
H. H. Ackerman	8/7/39	77/263	6
K. L. Ackerman	10/2/41	85/106	2.1
		Neat acreage	1280.9

Reference is here had to the record of said deeds for more particular descriptions

It is the intention of the lessor and lessee that this lease shall also include, and there is hereby included and leased for the purposes and consideration herein stated, all the land owned and claimed by lessor adjacent or contiguous to the land above described, whether in the same or different surveys. For the purpose of determining the amount of any money payment hereunder said premises shall be treated as comprising 1280.9 acres, whether there be more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten years from this date (hereinafter called "primary term") and as long thereafter as either gas or oil is produced from said land hereunder.

3. The royalties reserved by lessor, and which shall be paid by lessee, are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected; however, lessee may from time to time purchase such royalty oil, paying therefor the market price at the wells currently prevailing on the day it is run into the pipe line or storage tanks; lessor's interest in either case shall bear its proportion of any expense of treating unmerchantable oil to render it merchantable as crude; and (b) on gas (including casing-head gas) produced from said land and sold or used off the land or in the manufacture of gasoline or other product, the market value at the wells of one-eighth of the gas so sold or used, provided that if and when lessee shall sell gas (including casing-head gas) at the wells lessee's royalty thereon shall be one-eighth of the amount realized from such sales; during any period when, after a discovery of gas on said land, gas is not being sold on account of lack of a market, and is not being used off the land or in the manufacture of gasoline or other product, and there is no current production or operations on said land sufficient to keep this lease in force, lessee may pay an royalty Fifty Dollars ($50) per year for each shut-in gas well, and it will be considered that gas is being produced, within the meaning of paragraph 2 hereof, during any period for which such payment is made, and no rental shall accrue during any period covered by such a payment.

4. If drilling operations are not commenced on said land on or before one year from this date, this lease shall then terminate as to both parties, unless lessee shall pay or tender to lessor or to the credit of lessor in Farmers and Exchange Bank Bank at Walterboro, South Carolina or any successor, the sum of Sixty four and 05/100 Dollars ($ 64.05) (hereinafter called "rental"), which shall extend for 12 months the time within which drilling operations may be commenced. Thereafter, annually, in like manner, and upon like payments or tenders, the commencement of drilling operations may be further deferred for periods of 12 months, each during the primary term. The payments or tenders of rental may be made by the check or draft of lessee mailed or delivered to such bank or lessor (at post-office address last known to lessee) on or before such date for payment. Notwithstanding any change or division in the ownership of said land, the payment or tender of rental in the manner herein provided shall be binding on the heirs, successors and assigns of lessor. If the bank above-named (or any successor) should fail or refuse to accept rental, or should cease to transact banking business without having a successor, lessee shall have thirty (30) days after lessor shall have delivered to lessee a proper recordable instrument designating a sub-stute bank (and its successors) as agent to receive rentals, within which to make payment or tender of any rental or rentals tendered but not accepted or whose normal date for payment shall fall before the end of said thirty (30) day period. Lessor shall advise lessee, by notice in writing, whenever the bank hereinbefore authorized to receive rentals shall be succeeded by another bank, and lessee shall have thirty (30) days after receipt of such notice, within which to make payment or tender of any rental or rentals whose normal date for payment shall fall before the end of said thirty (30) day period. All provisions applicable to the bank above-named (and its successors) shall apply to a substitute bank and its successors. For the purposes of this lease, a bank is successor to another bank if the former bank shall (directly or through the medium of one or more intervening banks) receive the deposits or continue the banking business of the latter bank. The above-named bank and any other bank authorized to receive rentals hereunder shall be lessor's agent. Drilling operations hereunder shall be deemed to be commenced when the first material is placed on the ground.

5. If during the primary term and prior to the discovery of oil or gas on said land lessee should drill a dry hole thereon, this lease shall not be terminated thereby if lessee commences further drilling operations or commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following completion of the dry hole or, if there be no such rental paying date, commences further drilling operations before the expiration of the primary term. If after the discovery of oil or gas on the production thereof should cease from any cause, this lease shall not be terminated thereby if lessee commences drilling or reworking operations within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following such cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as drilling or reworking operations (whether on the same well or on different wells successively) are continuously prosecuted and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land hereunder. Such operations, after the expiration of the primary term, shall be deemed to be continuously prosecuted if not more than sixty days shall elapse between the completion of drilling or reworking operations on one well and the commencement of drilling or reworking operations on another well.

6. Lessee shall have the free use of oil, gas and water from said land, except water from lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be on the net quantity after deducting any so used for operations. If lessee shall operate the leased premises jointly with other premises by a central plant or plants using oil or gas as fuel, and there be available such fuel (oil or gas) from the leased premises, then lessee shall have the right to allocate to the leased premises, for deduction as free fuel, their pro rata share of the total oil or gas consumed in such plant or plants as fuel. If in its judgment advantageous, lessee may use in separate operation of the leased premises or in such central plant fuel not available from the leased premises, or power, and charge its cost (or the proper pro rata portion thereof) against the production from the leased premises, but in no event may it charge more than the value (or the proper pro rata portion thereof) of that equivalent amount of fuel from the leased premises which would have been used in the same operations, had fuel from the leased premises been employed therefor. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth in cultivated land, and no well shall be drilled within two hundred feet of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at the risk and expense of lessor, of making connection and using gas from any gas well on said land for stoves and inside lights in the principal dwelling on said land out of any surplus gas not needed for operations hereunder.

7. As used in this paragraph "mineral" means other than oil or gas. If, while this lease remains in force, any mineral shall be discovered in said land in commercial quantities lessee, at lessee's option, shall have the exclusive right to mine the same with all incidental rights, including that of ingress and egress, so long as such mineral shall be produced in commercial quantities, and shall pay lessor a royalty in kind or value at the mine as lessee's election of one-eighth of all minerals so mined, except that the royalty on potassium and related compounds shall be one-twentieth of their value at the mine on all mined and marketed, and except that the royalty on sulphur shall be fifty cents per long ton (2240 lbs.) on all mined and marketed. Production in commercial quantities of any mineral shall keep this lease in force also as to oil and gas and all minerals, and such production shall eliminate rental just as would production of oil or gas. In the event of the discovery of any mineral in sub-stantial quantities which lessee deems to be probably commercial, then, notwithstanding any provision of this lease under which it might sooner terminate, lessee shall be allowed three years after such discovery or after the cessation of the production, if any, of oil or gas, whichever event happens last, within which to determine the extent of the deposit of such mineral and, if such deposit shall be in commercial quantities, to begin commercial production of such mineral. The commercial production of mineral, begun during such three year period but after the primary term, shall have the same effects as though commenced during the primary term. Nothing contained in this paragraph is intended or shall be construed to shorten the primary term or to terminate this lease sooner than it would otherwise terminate.

8. The rights of either party hereunder may be assigned in whole or in part. If an assignment in part is meant an assignment as to only part of said land, or an assignment as to only a certain mineral or minerals, or an assignment as to only a certain mineral or minerals in part of said land. The provisions hereof shall extend to their heirs, successors and assigns of the parties hereto, but no change or division in the ownership of the lands, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights and privileges of lessee; offsetting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises, nor shall separate measurement of the production of any particular well or wells on the leased premises be in any event obligatory. No change or division in the ownership of the lands, rentals or royalties shall be binding on lessee for any purpose until lessee shall be furnished with satisfactory written evidence thereof, including the muniments of title or certified copies thereof. Should lessee assign this lease in whole or in part, lessee shall look solely to the assignee for the performance of its terms, or (if the assignment was in part) for the performance of its terms as to the acreage covered by the assignment, but only as to the mineral or minerals specified therein, if the assignment was limited to a certain mineral or minerals. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals is apportioned as between the several leasehold owners ratably, according to the surface area of each, and failure by one or more of them to pay his share or

Lou Carpenter will leave Bank Box 184

shares of the rentals shall not affect the validity of the lease on the part of the land upon which pro rata rentals are paid or tendered. Drilling or production on any portion of the leased premises shall (so far as concerns the continuance of this lease) inure to the benefit of the owners of the lease upon all portions of the leased premises. Lessee may at any time, and from time to time, execute and deliver to lessor or place of record a release covering all or any portion or portions of the leased premises as to all or any specified mineral or minerals, and thereupon shall be relieved of all obligations as to the acreage surrendered, or as to that acreage as to only the particular mineral or minerals specified, as the case may be. After a release of this lease in its entirety as to only part of the acreage, the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by such release.

9. If there are, or if hereafter there shall be, two or more persons each of whom shall be entitled to receive a royalty of less than 1/8 of the total production, all such persons shall, by sufficient written instrument, designate some agent to receive payment for all of them, and lessee shall not be required to make payment to such persons, or any of them, until such instrument is furnished. However, in lieu of all such persons appointing the same agent, such persons may form themselves into different groups, those in each group appointing an agent to receive payment for only those in that group, provided that no group shall in the aggregate own a royalty of less than 1/8 of the total production.

10. This lease shall never be forfeited, cancelled or terminated for failure by lessee to perform in whole or in part any of its implied obligations, nor while oil or gas is being produced in paying quantities for any cause whatsoever, unless there shall first be a final judicial ascertainment that such obligation or cause exists and that lessee is in default. Upon such final determination, lessee is hereby given a reasonable time thereafter to comply with such obligation, or at lessee's election, to surrender the lease, with the option of reserving, under the terms of this lease, each producing well or well that is being drilled or reworked and ten acres surrounding it to be selected by lessee.

11. In case of suit, adverse claim, dispute or question as to the ownership of the rentals or royalties (or some part thereof) payable under this lease, lessee shall not be held in default of payment of such rentals or royalties (or the part thereof in doubt) until such suit, claim, dispute or question has been finally disposed of, and lessee shall have thirty (30) days after being furnished with the original instrument or instruments disposing of such suit, claim, or dispute (or a certified copy or copies thereof), or after being furnished with proof sufficient, in lessee's opinion, to settle such question, within which to make payment. Should the right or interest of lessee hereunder be disputed by lessee, or any other person, the time covered by the pendency of such dispute shall not be counted against lessee either as affecting the term of the lease or for any other purpose, and lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

12. When drilling or other operations are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or as a result of some order, requisition or necessity of the government, or as the result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding. Non-compliance, delay in compliance or incomplete compliance by lessee with any provision of this lease caused by lessee's obeying or performing any statute, regulation, rule or order enacted or issued for the conservation of oil and/or gas or the prevention of the waste of oil and/or gas shall not be considered a default on lessee's part and shall not render lessee liable to lessor for any loss, damage or injury suffered or sustained by lessor on account thereof. Should production temporarily cease on said land on account of a shutdown ordered by any public authority, this lease shall not terminate on that account but, on the contrary, it will be considered that oil and/or gas was produced from said land continuously during such shutdown, within the meaning of paragraph 2 hereof.

13. Lessor hereby warrants and agrees to defend the title to said land and agrees that lessee, at lessee's option, (but without any duty to do so), may pay and discharge in whole or in part any taxes, mortgages, or other liens upon said land or any part thereof, and in that event lessee shall be subrogated to such lien, with full right to enforce the same, and in addition thereto may retain for the satisfaction of such lien and interest all royalties or rentals accruing hereunder. The lessor shall pay directly, or reimburse lessee for, such proportion of any production and/or severance taxes, upon or measured by the total production or its value, as the royalty interest bears to the total interest. Without any impairment of lessee's rights under lessor's warranty of title it is agreed that if lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

IN WITNESS WHEREOF this instrument is executed on the date above written.

(L. S.) Jessie H. Rowe

Witnesses:

Nancy M. Cantey

J. W. Mcorer

By J. W. Golsey (Seal)

STATE OF SOUTH CAROLINA,
Colleton County

Personally appeared before me Nancy M. Cantey

and made oath that she saw the within named Jessie H. Rowe, neu Hiott

sign, seal and as her act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that he, with J. W. Mcorer witnessed the execution thereof.

SWORN to before me this 16th day of May 1944 194

J. W. Mcorer (L. S.)
Notary Public of S. C.

Nancy M. Cantey

STATE OF SOUTH CAROLINA,
County

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named heirs and assigns, all her interest and estate, and also all her rights and claims of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of Anno Domini 194

(L. S.)
Notary Public of S. C.

THE STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

I, W. H. Saunders Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the 10 day of Oct 1944 at 1 o'clock P.M., and was duly recorded on this 10th day of Oct 1944, in the Deed Records of said County, in Volume on page

Given under my hand and seal of office on the day and year last above written.

W. H. Saunders, Clerk, County Court Colleton County, S. C.

By Deputy.

88 (Texas) Form P O-D

Oil and Gas Mining Lease

AN AGREEMENT, entered into this 19th day of May 19 44 between Ruth H. Cooler, nee Hiott

lessor (whether one or more), of the post office of Walterboro South Carolina, and Lessee.

1. Lessor, in consideration of the sum of Sixty nine and 10/100 Dollars ($ 69.10), in hand paid, and of the covenants and agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee, for the purpose of drilling by any method for formations or structures and prospecting and drilling for, mining, and producing oil and gas, laying pipe lines, building tanks, storing oil and water resulting from operations hereunder, and building towers, stations, telephone lines and other structures (including houses for employees) thereon, to produce, save, take care of, treat, process and transport oil and gas, the following described land in Hampton County, South Carolina, to-wit:

All those tracts of land situate in Colleton County South Carolina aggregating 1382 acres more or less, mentioned of described in title deeds to Ruth H. Cooler, nee Hiott, dated and recorded in the office of the Clerk of Court for said county as follows, (the acreage stated as to each tract of land being more or less and mentioned for the purpose of identifying the tract of land) to wit:

Grantor	dated	Book and page of Record	Acreage
M. H. Hiott	12/22/43	86/50	135
M. H. Hiott	4/12/39	77/34	597
M. H. Hiott	9/9/38	76/298	60
			500
Alfred Chisol,	3/6/31	66/471	62
Elizebeth Smalls	1/10/30	64/142	40
		Total acreage	1394
Less			
Grantee			
James S. Millan et al	8/30/42	83/336	12
		net acreage	1382.

Reference is here had to the record of said deeds for more particuler description

It is the intention of the lessor and lessee that this lease shall also include, and there is hereby included and leased for the purposes and consideration herein stated, all the land owned and claimed by lessor adjacent or contiguous to the land above described, whether in the same or different surveys. For the purpose of determining the amount of any money payment hereunder said premises shall be treated as comprising ____ acres, whether there be more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten years from this date (hereinafter called "primary term") and as long thereafter as either gas or oil is produced from said land hereunder.

3. The royalties reserved by lessor, and which shall be paid by lessee, are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected; however, lessee may from time to time purchase such royalty oil, paying therefor the market price at the wells currently prevailing on the day it is run into the pipe line or storage tanks; lessor's interest in either case shall bear its proportion of any expense of treating nonmerchantable oil to render it merchantable as crude; and (b) on gas (including casing-head gas) produced from said land and sold or used off the land or in the manufacture of gasoline or other product, the market value at the wells of one-eighth of the gas so sold or used, provided that if and when lessee shall sell gas (including casing-head gas) at the wells lessor's royalty thereon shall be one-eighth of the amount realized from such sales; during any period when, after a discovery of gas on said land, gas is not being sold on account of lack of a market, and is not being used off the land or in the manufacture of gasoline or other product, and there is no current production or operation on said land sufficient to keep this lease in force, lessee shall pay as royalty Fifty Dollars ($50) per year for each shut-in gas well, and it will be considered that gas is being produced, within the meaning of paragraph 2 hereof, during any period for which such payment is made, and no rental shall insure during any period covered by such a payment.

4. If drilling operations are not commenced on said land on or before one year from this date, this lease shall then terminate as to both parties, unless lessee shall pay or tender to lessor or to the credit of lessor in Farmers and Merchants Bank at Walterboro South Carolina, or any successor, the sum of Sixty nine and 10/100 Dollars ($ 69.10) (hereinafter called "rental"), which shall extend for 12 months the time within which drilling operations may be commenced. Thereafter, annually, in like manner, and upon like payments or tenders, the commencement of drilling operations may be further deferred for periods of 12 months, each during the primary term. The payments or tenders of rental may be made by the check or draft of lessee mailed or delivered to such bank or lessor (at post-office address last known to lessee) on or before such date for payment. Notwithstanding any change or division in the ownership of said land, the payment or tender of rental in the manner herein provided shall be binding on the heirs, successors and assigns of lessor. If the bank above-named (or any successor) should fail or refuse to accept rental, or should cease to transact banking business without having a successor, lessee shall have thirty (30) days after lessor shall have delivered to lessee a proper recordable instrument designating a substitute bank (and its successors) as agent to receive rentals, within which to make payment or tender of any rental or rentals tendered but not accepted or whose normal date for payment shall fall before the end of said thirty (30) day period. Lessee shall advise lessor, by notice in writing, whenever the bank hereinbefore authorized to receive rentals shall be superseded by another bank, and lessor shall have thirty (30) days after receipt of such notice, within which to make payment or tender of any rental or rentals whose normal date for payment shall fall before the end of said thirty (30) day period. All provisions applicable to the bank above-named (and its successors) shall apply to a substitute bank and its successors. For the purposes of this lease, a bank is successor to another bank if the former bank shall (directly or through the medium of one or more intervening banks) receive the deposits or continue the banking business of the latter bank. The above-named bank and any other bank authorized to receive rentals hereunder shall be lessor's agent. Drilling operations hereunder shall be deemed to be commenced when the first material is placed on the ground.

5. If during the primary term and prior to the discovery of oil or gas on said land lessee should drill a dry hole thereon, this lease shall not be terminated thereby if lessee commences further drilling operations or commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following completion of the dry hole or, if there be no such rental paying date, commences further drilling operations before the expiration of the primary term. If after the discovery of oil or gas the production thereof should cease from any cause, this lease shall not be terminated thereby if lessee commences drilling or reworking operations within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following such cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as drilling or reworking operations (whether on the same well or on different wells successively) are continuously prosecuted and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land hereunder. Such operations, after the expiration of the primary term, shall be deemed to be continuously prosecuted if not more than sixty days shall elapse between the completion of drilling or reworking operations on one well and the commencement of drilling or reworking operations on another well.

6. Lessor shall have the free use of oil, gas and water from said land, except water from lessee's wells, for all operations hereunder, and the royalty on oil and gas shall be on the net quantity after deducting any so used for operations. If lessee shall operate the leased premises jointly with other premises by a central plant or plants using oil or gas as fuel, and there be available such fuel (oil or gas) from the leased premises, then lessee shall have the right to allocate to the leased premises, for deduction as free fuel, their pro rata share of the total oil or gas consumed in such plant or plants as fuel. If in its judgment advantageous, lessee may use in separate operation of the leased premises or in such central plant fuel not available from the leased premises, or power, and charge as cost (or the proper pro rata portion thereof) against the production from the leased premises, but in no event may it charge more than the value (or the proper pro rata portion thereof) of that equivalent amount of fuel from the leased premises which would have been used in the same operations, had fuel from the leased premises been employed therefor. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth in cultivated land, and no well shall be drilled within two hundred feet of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at the risk and expense of lessor, of making connection and using gas from any gas well on said land for stoves and inside lights in the principal dwelling on said land out of any surplus gas not needed for operations hereunder.

7. As used in this paragraph "mineral" means other than oil or gas. If, while this lease remains in force, any mineral shall be discovered in said land in commercial quantities lessee, at lessee's option, shall have the exclusive right to mine the same with all incidental rights, including that of ingress and egress, so long as such mineral shall be produced in commercial quantities, and shall pay lessor a royalty in kind or value at the mine at lessee's election of one-eighth of all minerals so mined, except that the royalty on potassium and sodium salts and related compounds shall be one-twentieth of their value at the mine on all mined and marketed, and except that the royalty on sulphur shall be fifty cents per long ton (2240 lbs.) on all mined and marketed. Production in commercial quantities of any mineral shall keep this lease in force also as to oil and gas and all minerals, and such production shall eliminate rental just as would production of oil or gas. In the event of the discovery of any mineral in substantial quantities which lessee deems to be probably commercial, then, notwithstanding any provision of this lease under which it might sooner terminate, lessee shall be allowed three years after such discovery or after the cessation of the production, if any, of oil or gas, whichever event happens last, within which to determine the extent of the deposit of such mineral and, if such deposit shall be in commercial quantities, to begin commercial production of such mineral. The commercial production of mineral, begun during such three year period but after the primary term, shall have the same effects as though commenced during the primary term. Nothing contained in this paragraph is intended or shall be construed to shorten the primary term or to terminate this lease sooner than it would otherwise terminate.

8. The rights of either party hereunder may be assigned in whole or in part. By an assignment in part is meant an assignment as to only part of said land, or an assignment as to only a certain mineral or minerals, or an assignment as to only a certain mineral or minerals in part of said land. The provisions hereof shall extend to their heirs, successors and assigns of the parties hereto, but no change or division in the ownership of the lands, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights and privileges of lessee; offsetting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises, nor shall separate measurement of the production of any particular well or wells on the leased premises be in any event obligatory. No change or division in the ownership of the lands, rentals or royalties shall be binding on lessee for any purpose until lessee shall be furnished with satisfactory written evidence thereof, including the muniments of title or certified copies thereof. Should lessee assign this lease in whole or in part, lessor shall look solely to the assignee for the performance of its terms, or (if the assignment was in part) for the performance of its terms as to the acreage covered by the assignment, but only as to the mineral or minerals specified therein, if the assignment was limited to a certain mineral or minerals. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals is apportioned as between the several leasehold owners ratably, according to the surface area of each, and failure by one or more of them to pay his share or

For consecutive see Book 186, Page 186

shares of the rentals shall not affect the validity of the lease on the part of the land upon which pro rata rentals are paid or tendered. Drilling or production on any portion of the leased premises shall (so far as concerns the continuance of this lease) inure to the benefit of the owners of the lease upon all portions of the leased premises. Lessee may at any time, and from time to time, execute and deliver to lessor or place of record a release covering all or any portion or portions of the leased premises as to all or any specified mineral or minerals, and thereupon shall be relieved of all obligations as to the acreage surrendered, or as to that acreage as to only the particular mineral or minerals specified, as the case may be. After a release of this lease in its entirety as to only part of the acreage, the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by such release.

9. If there are, or if hereafter there shall be, two or more persons each of whom shall be entitled to receive a royalty of less than 1/8 of the total production, all such persons shall, by sufficient written instrument, designate some agent to receive payment for all of them, and lessee shall not be required to make payment to such persons, or any of them, until such instrument is furnished. However, in lieu of all such persons appointing the same agent, such persons may form themselves into different groups, those in each group appointing an agent to receive payment for only those in that group, provided that no group shall in the aggregate own a royalty of less than 1/8 of the total production.

10. This lease shall never be forfeited, cancelled or terminated for failure by lessee to perform in whole or in part any of its implied obligations, nor while oil or gas is being produced in paying quantities for any cause whatsoever, unless there shall first be a final judicial ascertainment that such obligation or cause exists and that lessee is in default. Upon such final determination, lessee is hereby given a reasonable time thereafter to comply with such obligation, or at lessee's election, to surrender the lease, with the option of reserving, under the terms of this lease, each producing well or well that is being drilled or reworked and ten acres surrounding it to be selected by lessee.

11. In case of suit, adverse claim, dispute or question as to the ownership of the rentals or royalties (or some part thereof) payable under this lease, lessee shall not be held in default of payment of such rentals or royalties (or the part thereof in doubt) until such suit, claim, dispute or question has been finally disposed of, and lessee shall have thirty (30) days after being furnished with the original instrument or instruments disposing of such suit, claim, or dispute (or a certified copy or copies thereof), or after being furnished with proof sufficient, in lessee's opinion, to settle such question, within which to make payment. Should the right or interest of lessee hereunder be disputed by lessor, or any other person, the time covered by the pendency of such dispute shall not be counted against lessee either as affecting the term of the lease or for any other purpose, and lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

12. When drilling or other operations are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or as a result of some order, requisition or necessity of the government, or as the result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding. Non-compliance, delay in compliance or incomplete compliance by lessee with any provision of this lease caused by lessee's obeying or performing any statute, regulation, rule or order enacted or issued for the conservation of oil and/or gas or the prevention of the waste of oil and/or gas shall not be considered a default on lessee's part and shall not render lessee liable to lessor for any loss, damage or injury suffered or sustained by lessor on account thereof. Should production temporarily cease on said land on account of a shutdown ordered by any public authority, this lease shall not terminate on that account but, on the contrary, it will be considered that oil and/or gas was produced from said land continuously during such shutdown, within the meaning of paragraph 2 hereof.

13. Lessor hereby warrants and agrees to defend the title to said land and agrees that lessee, at lessee's option, (but without any duty to do so), may pay and discharge in whole or in part any taxes, mortgages, or other liens upon said land or any part thereof, and in that event lessee shall be subrogated to such lien, with full right to enforce the same, and in addition thereto may retain for the satisfaction of such lien and interest all royalties or rentals accruing hereunder. The lessor shall pay directly, or reimburse lessee for, such proportion of any production and/or severance taxes, upon or measured by the total production or its value, as the royalty interest bears to the total interest. Without any impairment of lessee's rights under lessor's warranty of title it is agreed that if lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

IN WITNESS WHEREOF this instrument is executed on the date above written.

(L. S.)

Ruth H. Cooler

Witnesses:

Nancy H. Cantey

J. H. Hoorer

By J. L. Holley (Seal)

STATE OF SOUTH CAROLINA,
Colleton County

Personally appeared before me Nancy H. Cantey

and made oath that she saw the within named Ruth H. Cooler, nee Hiott

sign, seal and as her act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that he, with J. M. Hoorer witnessed the execution thereof.

SWORN to before me this 15th day of May 1944 194

J. H. Hoorer (L. S.)
Notary Public of S. C.

Nancy H. Cantey

STATE OF SOUTH CAROLINA,
County

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named heirs and assigns, all her interest and estate, and also all her rights and claims of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of Anno Domini 194

Notary Public of S. C. (L. S.)

THE STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

I, W. H. Saunders Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the 10th day of Oct 19 44 at o'clock P. M. and was duly recorded on this 10th day of Oct 19 44 in the Deed Records of said County, in Volume on pages

Given under my hand and seal of office on the day and year last above written.

W. H. Saunders Clerk, County Court Colleton County, S. C.

By Deputy.

88 (Texas) E. OSWALD LIGHTSEY AND W. NORRIS LIGHTSEY TO THE TEXAS COMPANY Form P O-D

Oil and Gas Mining Lease

AN AGREEMENT, entered into this 6th day of May, 1944, between E. Oswald Lightsey and W. Norris Lightsey

lessor (whether one or more), of the post office of Miley, South Carolina, and The Texas Company, Lessee.

1. Lessor, in consideration of the sum of Nine Hundred Thirty Three and 40/100 Dollars ($ 933.40), in hand paid, and of the covenants and agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee, for the purpose of testing by any method for formations or structures and prospecting and drilling for, mining, and producing oil and gas, laying pipe lines, building tanks, storing oil and water resulting from operations hereunder, and building towers, stations, telephone lines and other structures (including houses for employers) thereon, to produce, save, take care of, treat, process and transport oil and gas, the following described land in Hampton County, South Carolina, to-wit:

Coll ton, Beaufort counties

All those tracts of land situate in Colleton County, South Carolina, aggregating Fourteen Thousand Nine Hundred Eight (14,908) acres, more or less, conveyed to E. Oswald Lightsey and W. Norris Lightsey by deeds dated and recorded in the office of the Clerk of Court for said County as follows, (the acreage stated as to each tract of land being more or less and mentioned for the purpose of identifying the tract of land) to wit:

GRANTOR	GRANTEE	DATE	BOOK & PAGE OF RECORD	ACREAGE
Harry Polk	E. Oswald Lightsey and W. Norris Lightsey	4/11/42	82/487	388.5
W. M. Polk	E. Oswald Lightsey and W. Norris Lightsey	4/11/42	82/486	(102 (100
Dorothy D. Dutton	E. Oswald Lightsey and W. Norris Lightsey	8/28/42	83/279	
	Parcel #1	Laurel Springs, et al		2501
	Parcel #2	March, Cheshe		1072
	Parcel #3	Cypress		1835.5
	Parcel #4	Sheffer, et al		826.9
	Parcel #5	Oakland		1400
	Parcel #6	Point of Cypress		427
	Parcel #7			1050
H. M. Jefferies	E. Oswald Lightsey and W. Norris Lightsey	4/28/43	84/474	144

For Release See R.O.W. Book [illegible] Page 513.

xxxxxxxxxx

It is the intention of the lessor and lessee that this lease shall also include, and there is hereby included and leased for the purposes and consideration herein stated, all the land owned and claimed by lessor adjacent or contiguous to the land above described, whether or not the same or different surveys. For the purpose of determining the amount of any money payment hereunder said premises shall be treated as comprising 14,908 acres, whether there be more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten years from this date (hereinafter called "primary term") and as long thereafter as either gas or oil is produced from said land hereunder.

3. The royalties reserved by lessor, and which shall be paid by lessee, are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected; however, lessee may from time to time purchase such royalty oil, paying therefor the market price at the wells currently prevailing on the day it is run into the pipe line or storage tanks; lessor's interest in either case shall bear its proportion of any expense of treating unmerchantable oil to render it merchantable as crude; and (b) on gas (including casing-head gas) produced from said land and sold or used off the land or in the manufacture of gasoline or other product, the market value at the wells of one-eighth of the gas so sold or used, provided that if and when lessee shall sell gas (including casing-head gas) at the wells lessor's royalty thereon shall be one-eighth of the amount realized from such sales; during any period when, after a discovery of gas on said land, gas is not being sold on account of lack of a market, and is not being used off the land or in the manufacture of gasoline or other product, and there is no current production or operation on said land sufficient to keep this lease in force, lessee may pay as royalty Fifty Dollars ($50) per year for each shut-in gas well, and it will be considered that gas is being produced, in which the meaning of paragraph 2 hereof, during any period for which such payments is made, and no rental shall insure during any period covered by such a payment.

4. If drilling operations are not commenced on said land on or before one year from this date, this lease shall then terminate as to both parties, unless lessee shall pay or tender to lessor or to the credit of lessor in South Carolina National Bank of Columbia, Bank at Columbia, South Carolina, or any successor, the sum of Nine Hundred Thirty Three and 40/100 Dollars ($ 933.40) (hereinafter called "rental"), which shall extend for 12 months the time within which drilling operations may be commenced. Thereafter, annually, in like manner, and upon like payments or tenders, the commencement of drilling operations may be further deferred for periods of 12 months, each during the primary term. The payments or tenders of rental may be made by the check or draft of lessee mailed or delivered to such bank or lessor (at post-office address last known to lessee) on or before the rental paying date. A single payment or tender of rental in the manner herein provided shall be binding on the heirs, successors and assigns of lessor. If the bank above-named (or any successor) should fail, or refuse to accept rental, or should cease to transact banking business without having a successor, lessee shall have thirty (30) days after lessor shall have delivered to lessee a proper recordable instrument designating a substitute bank (and its successors) as agent to receive rentals, within which to make payment or tender of any rental or rentals tendered but not accepted or whose normal date for payment shall fall before the end of said thirty (30) day period. Lessor shall advise lessee, by notice in writing, whenever the bank heretofore authorized to receive rentals shall be succeeded by another bank, and lessee shall have thirty (30) days after receipt of such notice, within which to make payment or tender of any rental or rentals whose normal date for payment shall fall before the end of said thirty (30) day period. All provisions applicable to the bank above-named (and its successors) shall apply to a substitute bank and its successors. For the purposes of this lease, a bank is successor to another bank if the former bank shall (directly or through the mediums of one or more intervening banks) receive the deposits or continue the banking business of the latter bank. The above-named bank and any other bank authorized to receive rentals hereunder shall be lessor's agent. Drilling operations hereunder shall be deemed to be commenced when the first material is placed on the ground.

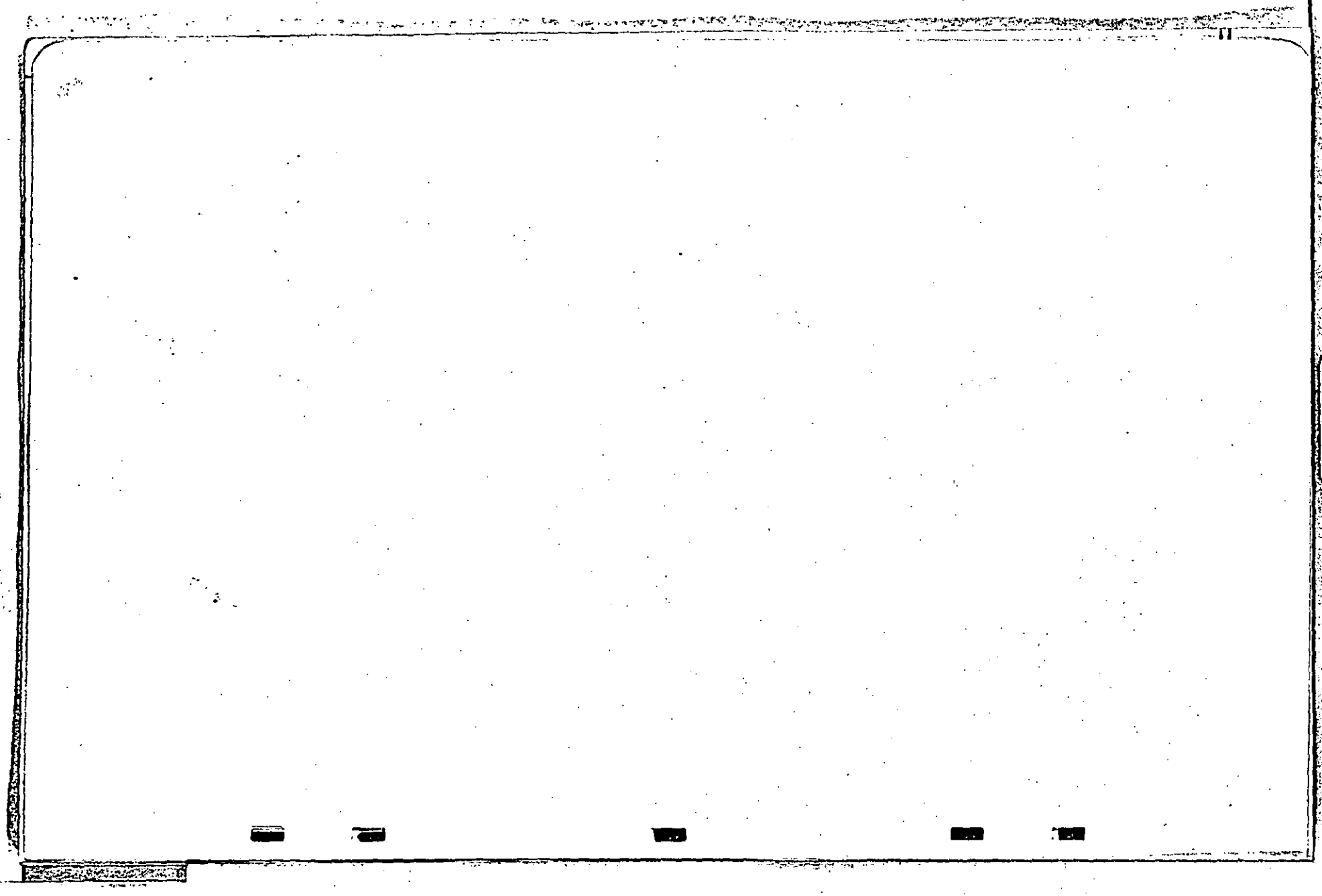
5. If during the primary term and prior to the discovery of oil or gas on said land lessee should drill a dry hole thereon, this lease shall not be terminated thereby if lessee commences further drilling operations or commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following completion of the dry hole or, if there be no such rental paying date, commences further drilling operations before the expiration of the primary term. If after the discovery of oil or gas the production thereof should cease from any cause, this lease shall not be terminated thereby if lessee commences drilling or reworking operations within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following such cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as drilling or reworking operations (whether on the same well or on different wells successively) are continuously prosecuted and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land hereunder. Such operations, after the expiration of the primary term, shall be deemed to be continuously prosecuted if not more than sixty days shall elapse between the completion of drilling or reworking operations on one well and the commencement of drilling or reworking operations on another well.

6. Lessee shall have the free use of oil, gas and water from said land, except water from lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be on the net quantity after deducting any so used for operations. If lessee shall operate the leased premises jointly with other premises by a central plant or plants using oil or gas as fuel, and there be available such fuel (oil or gas) from the leased premises, then lessee shall have the right to allocate to the leased premises, for deduction as free fuel, their pro rata share of the total oil or gas consumed in such plant or plants as fuel. If in its judgment advantageous, lessee may use in separate operation of the leased premises or in such central plant fuel not available from the leased premises, or power, and charge its cost (or the proper pro rata portion thereof) against the production from the leased premises, but in no event may a charge more than the value (or the proper pro rata portion thereof) of that equivalent amount of fuel from the leased premises which would have been used in the same operations, had fuel from the leased premises been employed therein. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth in cultivated land, and no well shall be drilled within two hundred feet of any residence or barn now on said land without lessee's consent. Lessor shall have the privilege, at the risk and expense of lessor, of making connection and using gas from any gas well on said land for stoves and inside lights in the principal dwelling on said land out of any surplus gas not needed for operations hereunder.

7. As used in this paragraph "mineral" means other than oil or gas. If, while this lease remains in force, any mineral shall be discovered in said land in commercial quantities, lessee, at lessee's option, shall have the exclusive right to mine the same with all incidental rights, including that of ingress and egress, so long as such mineral shall be produced in commercial quantities, and shall pay lessor a royalty in kind or value at the mine at lessee's election of one-eighth of all minerals so mined, except that the royalty on potassium and sodium salts and related compounds shall be one-twentieth at their value at the mine on all mined and marketed, and except that the royalty on sulphur shall be fifty cents per long ton (2240 lbs.) on all mined and marketed. Production in commercial quantities of any mineral shall keep this lease in force also as to oil and gas and all minerals, and such production shall eliminate rental just as would production of oil or gas. In the event of the discovery of any mineral in substantial quantities which lessee deems to be probably commercial, then, notwithstanding any provision of this lease under which it might sooner terminate, lessee shall be allowed three years after such discovery or after the cessation of the production, if any, of oil or gas, whichever event happens last, within which to determine the extent of the deposit of such mineral and, if such deposit shall be in commercial quantities, to begin commercial production of such mineral. The commercial production of mineral, begun during such three year period but after the primary term, shall have the same effects as though commenced during the primary term. Nothing contained in this paragraph is intended or shall be construed to shorten the primary term or to terminate this lease sooner than it would otherwise terminate.

8. The rights of either party hereunder may be assigned in whole or in part. By an assignment in part is meant an assignment as to only part of said land, or an assignment as to only a certain mineral or minerals, or an assignment as to only a certain mineral or minerals in part of said land. The provisions hereof shall extend to their heirs, successors and assigns of the parties hereto, but no change or division in the ownership of the lands, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights and privileges of lessee; diminishing shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises, nor shall separate measurement of the production of any particular well or wells on the leased premises be in any event obligatory. No change or division in the ownership of the lands, rentals or royalties shall be binding on lessee for any purpose until lessee shall be furnished with satisfactory written evidence thereof, including the instruments of title or certified copies thereof. Should lessee assign this lease in whole or in part, lessor shall look solely to the assignee for the performance of its terms, or (if the assignment was in part) for the performance of its terms as to the acreage covered by the assignment, but only as to the mineral or minerals specified therein, if the assignment was limited to a certain mineral or minerals. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals is apportioned as between the several leasehold owners ratably, according to the surface area of each, and failure by one or more of them to pay his share of

SEE NEXT PAGE



G. T. Givens	E. Oswald Lightsey and W. Morris Lightsey	4/28/43	84/473	109.2
Ade Williams	E. Oswald Lightsey and W. Morris Lightsey	11/15/43	85/358	6752
		TOTAL		16,408.1
LESS				
E. Oswald Lightsey and W. Morris Lightsey	E. F. Hutton	10/26/42	83/427	1,600
		NET COLLETON COUNTY		14,908.1

ALSO

All those tracts of land situate in Beaufort County, South Carolina, aggregating Three Thousand Two Hundred Sixty Six (3266) acres, more or less, conveyed to E. Oswald Lightsey and W. Morris Lightsey by deeds dated and recorded in the Office of the Clerk of Court in said County as follows, (the acreage stated as to each tract of land being more or less and mentioned for the purpose of identifying the tract of land) to wit:

GRANTOR	GRANTEE	DATE	BOOK & PAGE OF RECORD	ACREAGE
Dorothy D. Hutton	E. Oswald Lightsey and W. Morris Lightsey	8/26/42	84/436	
	Parcel #8	Dale		234
	Parcel #9	Oak Point		1393
	Parcel #10	Keans Neck		664.50
	Parcel #11	Dale Farm Corp.		940.55
	Parcel #12	E. L. Varn		34
	NET FOR BEAUFORT COUNTY			3266.05

All that tract of land situate in Hampton County, South Carolina, aggregating Four Hundred Ninety Four (494) acres, more or less, conveyed to E. Oswald Lightsey and W. Morris Lightsey by deeds dated and recorded in the Office of the Clerk of Court for said County as follows, (the acreage stated as to each tract of land being more or less and mentioned for the purpose of identifying the tract of land) to wit:

GRANTOR	GRANTEE	DATE	BOOK & PAGE OF RECORD	ACREAGE
J. H. Hiers, et al	E. Oswald Lightsey and W. Morris Lightsey	4/27/42	D37/277	494
	NET FOR HAMPTON COUNTY			494

Reference is here had to the record of said deeds for more particular descriptions. It is understood, however, anything in this lease to the contrary notwithstanding:

(a) That no drilling, mining, building tanks, storing oil or water or erecting buildins shall be done within a radius of one-quarter (¼) of a mile from the center of the main Laurel Springs dwelling house, nor within two hundred (200) yards from the center of the improved sand clay road leading from said dwelling to State Highway #32 unless the lessors shall first consent in writing thereto;

(b) That any excavations made by the lessee in prospecting the said land shall be refilled by the lessee when the said excavations are no longer being used;

(c) That all phosphate deposits on the said lands are excepted from the mining rights referred to herein.

shares of the rentals shall not affect the validity of the lease on the part of the land upon which pro rata rentals are paid or tendered. Drilling or production on any portion of the leased premises shall (so far as concerns the continuance of this lease) inure to the benefit of the owners of the lease upon all portions of the leased premises. Lessee may at any time, and from time to time, execute and deliver to lessor or place of record a release covering all or any portion or portions of the leased premises as to all or any specified mineral or minerals, and thereupon shall be relieved of all obligations as to the acreage surrendered, or as to that acreage as to only the particular mineral or minerals specified, as the case may be. After a release of this lease in its entirety as to only part of the acreage, the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by such release.

9. If there are, or if hereafter there shall be, two or more persons each of whom shall be entitled to receive a royalty of less than 1/8 of the total production, all such persons shall, by sufficient written instrument, designate some agent to receive payment for all of them, and lessee shall not be required to make payment to such persons, or any of them, until such instrument is furnished. However, in lieu of all such persons appointing the same agent, such persons may form themselves into different groups, those in each group appointing an agent to receive payment for only those in that group, provided that no group shall in the aggregate own a royalty of less than 1/8 of the total production.

10. This lease shall never be forfeited, cancelled or terminated for failure by lessee to perform in whole or in part any of its implied obligations, nor while oil or gas is being produced in paying quantities for any cause whatsoever, unless there shall first be a final judicial ascertainment that such obligation or cause exists and that lessee is in default. Upon such final determination, lessee is hereby given a reasonable time thereafter to comply with such obligation, or at lessee's election, to surrender the lease, with the option of reserving, under the terms of this lease, each producing well or well that is being drilled or reworked and ten acres surrounding it to be selected by lessee.

11. In case of suit, adverse claim, dispute or question as to the ownership of the rentals or royalties (or some part thereof) payable under this lease, lessee shall not be held in default of payment of such rentals or royalties (or the part thereof in doubt) until such suit, claim, dispute or question has been finally disposed of, and lessee shall have thirty (30) days after being furnished with the original instrument or instruments disposing of such suit, claim, or dispute (or a certified copy or copies thereof), or after being furnished with proof sufficient, in lessee's opinion, to settle such question, within which to make payment. Should the right or interest of lessee hereunder be disputed by lessor, or any other person, the time covered by the pendency of such dispute shall not be counted against lessee either as affecting the term of the lease or for any other purpose, and lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

12. When drilling or other operations are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or as a result of some order, requisition or necessity of the government, or as the result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding. Non-compliance, delay in compliance or incomplete compliance by lessee with any provision of this lease caused by lessee's obeying or performing any statute, regulation, rule or order enacted or issued for the conservation of oil and/or gas or the prevention of the waste of oil and/or gas shall not be considered a default on lessee's part and shall not render lessee liable to lessor for any loss, damage or injury suffered or sustained by lessor on account thereof. Should production temporarily cease on said land on account of a shutdown ordered by any public authority, this lease shall not terminate on that account but, on the contrary, it will be considered that oil and/or gas was produced from said land continuously during such shutdown, within the meaning of paragraph 2 hereof.

13. Lessor hereby warrants and agrees to defend the title to said land and agrees that lessee, at lessee's option, (but without any duty to do so), may pay and discharge in whole or in part any taxes, mortgages, or other liens upon said land or any part thereof, and in that event lessee shall be subrogated to such lien, with full right to enforce the same, and in addition thereto may retain for the satisfaction of such lien and interest all royalties or rentals accruing hereunder. The lessor shall pay directly, or reimburse lessee for, such proportion of any production and/or severance taxes, upon or measured by the total production or its value, as the royalty interest bears to the total interest. Without any impairment of lessee's rights under lessor's warranty of title it is agreed that if lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

IN WITNESS WHEREOF this instrument is executed on the date above written.

(L. S.) W. Oswald Lightsey

(L. S.) W. Norris Lightsey

Witnesses:

W. F. Humphries

Charles W. Connally, Jr.

THE TEXAS COMPANY

By W. C. Stewart

STATE OF SOUTH CAROLINA,
Hampton County

Personally appeared before me W. F. Humphries and made oath that he saw the within named W. Oswald Lightsey and W. Norris Lightsey sign, seal and as their act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that he, with Charles W. Connally, Jr. witnessed the execution thereof.

SWORN to before me this 6th day of May 1944.

Charles W. Connally, Jr. (L. S.)
Notary Public of S. C.
(Seal affixed)

W. F. Humphries

STATE OF SOUTH CAROLINA,
Hampton County

RENUNCIATION OF DOWER

I, Charles W. Connally, Jr. do hereby certify unto all whom it may concern, that Mrs. Louise Kirkland Lightsey, wife of the within named W. Oswald Lightsey, and Mrs. Nell Douglas Lightsey the wife of the within named W. Norris Lightsey 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 The Texas Company heirs and assigns, all her interest and estate, and also all her rights and claims of Dower or of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 6th day of May Anno Domini 1944.

Louise Kirkland Lightsey

Nell Douglas Lightsey

Charles W. Connally, Jr. (L. S.)
Notary Public of S. C.
(Seal affixed)

THE STATE OF SOUTH CAROLINA,
COUNTY OF _____ } ss.

I, _____ Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the 10th day of October 1944 at 1:30 o'clock P. M. and was duly recorded on this _____ day of _____ 19____ in the Deed Records of said County, in Volume _____ on pages _____

Given under my hand and seal of office on the day and year last above written.

_____ Clerk, County Court _____ County, S. C.

By _____ Deputy.

88 (Texas) HAMPTON AND BRANCHVILLE RAILROAD COMPANY TO THE TEXAS COMPANY Form P-O-D

Oil and Gas Mining Lease

AN AGREEMENT, entered into this 5th day of May, 1944, between Hampton and Branchville Railroad Company, A South Carolina Corporation, with principal office at Hampton, South Carolina, pursuant to a resolution of the Board of Directors at a meeting held on May 2nd 1944, Hampton, South Carolina, and ..... Lessee.

1. Lessor, in consideration of the sum of Two Hundred Fifty Seven and 25/100 Dollars ($257.25), in hand paid, and of the covenants and agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee, for the purpose of testing by any method for formations or structures and prospecting and drilling for, mining, and producing oil and gas, laying pipe lines, building tanks, storing oil and water resulting from operations hereunder, and building towers, stations, telephone lines and other structures (including houses for employees) thereon, to produce, save, take care of, treat, process and transport oil and gas, the following described land in Colleton County, South Carolina, to-wit:

All that tract of land situate in Broxton Township, Colleton County, South Carolina, containing Two Hundred Fifty (250) acres, more or less, and bounded now or formerly: East by Run of Little Salkehatchie and lands of late James G. Padgett; South by W. H. Vaughn and Robert Jones and North by James G. Padgett and George Miers. ALSO: All that tract of land situate in Colleton County, South Carolina, measuring and containing Four Thousand Eight Hundred Ninety Five (4895) acres, more or less, and butting and bounding now or formerly: North by Estate of Peter Kentz, Estate of Frank S. Misher, D. J. Stephens and Estate of McAlhaney; East by John Spell, Estate of Frank Misher and Smith; South by Pinckon and Meyer, Sam Crosby, estate of W. A. Stokes, Joe Shepherd and the Robertson Grant or Wagner's; and West by Stokes and Mayson, more fully delineated by plat of A. J. Lemacks, Surveyor, dated August 10, 1942 and recorded in Plat Book 1, Page 88 in the office of the Clerk of Court for said County.

It is understood, however, anything in this lease to the contrary notwithstanding, that no drilling, mining, building tanks, storing oil or water or erecting buildings shall be done within fifty (50) feet on each side of the center of the railroad track of the lessor through said lands unless the lessor shall first consent in writing thereto.

For Release See R E Book 76 Page 514

It is the intention of the lessor and lessee that this lease shall also include, and there is hereby included and leased for the purposes and consideration herein stated, all the land owned and claimed by lessor adjacent or contiguous to the land above described, whether in the same or different surveys. For the purpose of determining the amount of any money payment hereunder said premises shall be treated as comprising 250 acres, whether there be more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten years from this date (hereinafter called "primary term") and as long thereafter as either gas or oil is produced from said land hereunder.

3. The royalties reserved by lessor, and which shall be paid by lessee, are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected; however, lessee may from time to time purchase such royalty oil, paying therefor the market price at the wells currently prevailing on the day it is run into the pipe line or storage tanks; lessor's interest in either case shall bear its proportion of any expense of treating unmerchantable oil to render it merchantable as crude; and (b) on gas (including casing-head gas) produced from said land and sold or used off the land or in the manufacture of gasoline or other products, the market value at the wells of one-eighth of the gas so sold or used, provided that if and when lessee shall sell gas (including casing-head gas) at the wells lessor's royalty thereon shall be one-eighth of the amounts realized from such sales; during any period when, after a discovery of gas on said land, gas is not being sold on account of lack of a market, and is not being used off the land or in the manufacture of gasoline or other product, and there is no current production or operation on said land sufficient to keep this lease in force, lessee may pay as royalty Fifty Dollars ($50) per year for each shut-in gas well, and it will be considered that gas is being produced, within the meaning of paragraph 2 hereof, during any period for which such payment is made, and no rental shall more during any period covered by such a payment.

4. If drilling operations are not commenced on said land on or before one year from this date, this lease shall then terminate as to both parties, unless lessee shall pay or tender to lessor or to the credit of lessor in South Carolina National Bank of Columbia Bank at Columbia, South Carolina, or any successor, the sum of Two Hundred Fifty Seven and 25/100 Dollars ($257.25) (hereinafter called "rental"), which shall extend for 12 months the time within which drilling operations may be commenced. Thereafter, annually, in like manner, and upon like payments or tenders, the commencement of drilling operations may be further deferred for periods of 12 months, each during the primary term. The payments or tenders of rental may be made by the check or draft of lessees mailed or delivered to such bank or lessor (at post-office address last known to lessee) on or before such date for payment. Notwithstanding any change or division in the ownership of said land, the payment or tender of rental in the manner herein provided shall be binding on the heirs, successors and assigns of lessor. If the bank above-named (or any successor) should fail or refuse to accept rental, or should cease to transact banking business without having a successor, lessee shall have thirty (30) days after lessor shall have delivered to lessee a proper recordable instrument designating a substitute bank (and its successors) as agent to receive rentals, within which to make payment or tender of rentals tendered but not accepted or whose normal date for payment shall fall before the end of said thirty (30) day period. Lessor shall advise lessee, by notice in writing, whenever the bank heretofore authorized to receive rentals shall be succeeded by another bank, and lessee shall have thirty (30) days after receipt of such notice, within which to make payment or tender of any rental or rentals whose normal date for payment shall fall before the end of said thirty (30) day period. All provisions applicable to the bank above-named (and its successors) shall apply to a substitute bank and its successors. For the purposes of this lease, a bank is successor to another bank if the former bank shall (directly or through the medium of one or more intervening banks) receive the deposits or continue the banking business of the latter bank. The above-named bank and any other bank authorized to receive rentals hereunder shall be lessor's agent. Drilling operations hereunder shall be deemed to be commenced when the first material is placed on the ground.

5. If during the primary term and prior to the discovery of oil or gas on said land lessee should drill a dry hole thereon, this lease shall not be terminated thereby if lessee commences further drilling operations or commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following completion of the dry hole or, if there be no such rental paying date, commences further drilling operations before the expiration of the primary term. If after the discovery of oil or gas the production thereof should cease from any cause, this lease shall not be terminated thereby if lessee commences drilling or reworking operations within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following such cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as drilling or reworking operations (whether on the same well or on different wells successively) are continuously prosecuted and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land hereunder. Such operations, after the expiration of the primary term, shall be deemed to be continuously prosecuted if not more than sixty days shall elapse between the completion of drilling or reworking operations on one well and the commencement of drilling or reworking operations on another well.

6. Lessee shall have the free use of oil, gas and water from said land, except water from lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be on the net quantity after deducting any so used for operations. If lessee shall operate the leased premises jointly with other premises by a central plant or plants using oil or gas as fuel, and there be available such fuel (oil or gas) from the leased premises, then lessee shall have the right to allocate to the leased premises, for deduction as free fuel, their pro rata share of the total oil or gas consumed in such plant or plants as fuel. If in its judgment advantageous, lessee may use in separate operations of the leased premises or in such central plant fuel not available from the leased premises, or power, and charge (in that (or the proper pro rata portion thereof) against the production from the leased premises, but in no event may it charge more than the value (or the proper pro rata portion thereof) of that equivalent amount of fuel from the leased premises which would have been used in the same operations, had fuel from the leased premises been employed therefor. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth on cultivated land, and no well shall be drilled within two hundred feet of any residence or barn now on said land without lessee's consent. Lessor shall have the privilege, at the risk and expense of lessor, of making connection and using gas from any gas well on said land for stoves and inside lights in the principal dwelling on said land out of any surplus gas not needed for operations hereunder.

7. As used in this paragraph "mineral" means other than oil or gas. If, while this lease remains in force, any mineral shall be discovered in said land in commercial quantities lessee, at lessee's option, shall have the exclusive right to mine the same with all incidental rights, including that of ingress and egress, so long as such mineral shall be produced in commercial quantities, and shall pay lessor a royalty in kind or value at the mine at lessee's election of one-eighth of all minerals so mined, except that the royalty on potassium and sodium salts and related compounds shall be one-twentieth of their value at the mine on all mined and marketed, and except that the royalty on sulphur shall be fifty cents per long ton (2240 lbs.) on all mined and marketed. Production in commercial quantities of any mineral shall keep this lease in force also as to oil and gas and all minerals, and such production shall eliminate rental just as would production of oil or gas. In the event of the discovery of any mineral in substantial quantities which lessee deems to be probably commercial, then, notwithstanding any provision of this lease under which it might sooner terminate, lessee shall be allowed three years after such discovery or after the cessation of the production, if any, of oil or gas, whichever event happens last, within which to determine the extent of the deposit of such mineral and, if such deposit shall be in commercial quantities, to begin commercial production of such mineral. The commercial production of mineral, begun during such three year period but after the primary term, shall have the same effects as though commenced during the primary term. Nothing contained in this paragraph is intended or shall be construed to shorten the primary term or to terminate this lease sooner than it would otherwise terminate.

8. The rights of either party hereunder may be assigned in whole or in part. By an assignment in part is meant an assignment as to only part of said land, or an assignment as to only a certain mineral or minerals, or an assignment as to only a certain mineral or minerals as to part of said land. The provisions hereof shall extend to their heirs, successors and assigns of the parties hereto, but no change or division in the ownership of the lands, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights and privileges of lessee; offsetting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises, nor shall separate measurement of the production of any particular well or wells on the leased premises be in any event obligatory. No change or division in the ownership of the lands, rentals or royalties shall be binding on lessee for any purpose until lessee shall be furnished with satisfactory written evidence thereof, including the instruments of title or certified copies thereof. Should lessee assign this lease in whole or in part, lessor shall look solely to the assignee for the performance of its terms, or (if the assignment was in part) for the performance of its terms as to the acreage covered by the assignment, but only as to the mineral or minerals specified therein, if the assignment was limited to a certain mineral or minerals. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals is apportioned as between the several leasehold owners ratably, according to the surface area of each, and failure by one or more of them to pay his share or

shares of the rentals shall not affect the validity of the lease on the part of the land upon which pro rata rentals are paid or tendered. Drilling or production on any portion of the leased premises shall (so far as concerns the continuance of this lease) inure to the benefit of the owners of the lease upon all portions of the leased premises. Lessee may at any time, and from time to time, execute and deliver to lessor or place of record a release covering all or any portion or portions of the leased premises as to all or any specified mineral or minerals, and thereupon shall be relieved of all obligations as to the acreage surrendered, or as to that acreage as to only the particular mineral or minerals specified, as the case may be. After a release of this lease in its entirety as to only part of the acreage, the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by such release.

9. If there are, or if hereafter there shall be, two or more persons each of whom shall be entitled to receive a royalty of less than 1/8 of the total production, all such persons shall, by sufficient written instrument, designate some agent to receive payment for all of them, and lessee shall not be required to make payment to such persons, or any of them, until such instrument is furnished. However, in lieu of all such persons appointing the same agent, such persons may form themselves into different groups, those in each group appointing an agent to receive payment for only those in that group, provided that no group shall in the aggregate own a royalty of less than 1/8 of the total production.

10. This lease shall never be forfeited, cancelled or terminated for failure by lessee to perform in whole or in part any of its implied obligations, nor while oil or gas is being produced in paying quantities for any cause whatsoever, unless there shall first be a final judicial ascertainment that such obligation or cause exists and that lessee is in default. Upon such final determination, lessee is hereby given a reasonable time thereafter to comply with such obligation, or at lessee's election, to surrender the lease, with the option of reserving, under the terms of this lease, each producing well or well that is being drilled or reworked and ten acres surrounding it to be selected by lessee.

11. In case of suit, adverse claim, dispute or question as to the ownership of the rentals or royalties (or some part thereof) payable under this lease, lessee shall not be held in default of payment of such rentals or royalties (or the part thereof in doubt) until such suit, claim, dispute or question has been finally disposed of, and lessee shall have thirty (30) days after being furnished with the original instrument or instruments disposing of such suit, claim, or dispute (or a certified copy or copies thereof), or after being furnished with proof sufficient, in lessee's opinion, to settle such question, within which to make payment. Should the right or interest of lessee hereunder be disputed by lessor, or any other person, the time covered by the pendency of such dispute shall not be counted against lessee either as affecting the term of the lease or for any other purpose, and lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

12. When drilling or other operations are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or as a result of some order, requisition or necessity of the government, or as the result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding. Non-compliance, delay in compliance or incomplete compliance by lessee with any provision of this lease caused by lessee's obeying or performing any statute, regulation, rule or order enacted or issued for the conservation of oil and/or gas or the prevention of the waste of oil and/or gas shall not be considered a default on lessee's part and shall not render lessee liable to lessor for any loss, damage or injury suffered or sustained by lessor on account thereof. Should production temporarily cease on said land on account of a shutdown ordered by any public authority, this lease shall not terminate on that account but, on the contrary, it will be considered that oil and/or gas was produced from said land continuously during such shutdown, within the meaning of paragraph 2 hereof.

13. Lessor hereby warrants and agrees to defend the title to said land and agrees that lessee, at lessee's option, (but without any duty to do so), may pay and discharge in whole or in part any taxes, mortgages, or other liens upon said land or any part thereof, and in that event lessee shall be subrogated to such lien, with full right to enforce the same, and in addition thereto may retain for the satisfaction of such lien and interest all royalties or rentals accruing hereunder. The lessor shall pay directly, or reimburse lessee for, such proportion of any production and/or severance taxes, upon or measured by the total production or its value, as the royalty interest bears to the total interest. Without any impairment of lessee's rights under lessee's warranty of title it is agreed that if lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

IN WITNESS WHEREOF this instrument is executed on the date above written.

HAMPTON AND BRANCHVILLE RAILROAD CO. (L. S.)

BY: H. Harris Lightsey, as President.

ATTEST: L. D. Stanley, as Secretary.

Witnesses:

as to Hampton & Branchville Railroad Co.

Katie D. Stanley

Sara McCoy

THE TEXAS COMPANY

By R. C. Stewart

STATE OF SOUTH CAROLINA,
Hampton County

Personally appeared before me Katie D. Stanley

and made oath that she saw the within named H. Harris Lightsey, as President of Hampton and Branchville Railroad Company, a corporation, sign in its corporate name, affix the corporate seal, attested by L. D. Stanley as Secretary of said corporation, and as the act and deed of the said corporation deliver the within written instrument; and that she with Sara McCoy witnessed the execution thereof.

SWORN to before me this 5th day of May 1944.

H. Jumper (L. S.)
Notary Public of S. C.

(Seal affixed)

Katie D. Stanley

STATE OF SOUTH CAROLINA,
County

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named heirs and assigns, all her interest and estate, and also all her rights and claims of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of Anno Domini 194.

(L. S.)
Notary Public of S. C.

THE STATE OF SOUTH CAROLINA,
COUNTY OF

I, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the 10th day of October 1944, at 10 o'clock P.M., and was duly recorded on this day of any statute, regulation, 19, in the Deed Records of said County, in Volume on page

Given under my hand and seal of office on the day and year last above written.

Clerk, County Court County, S. C.

By Deputy.

88 (Texas) W. NORRIS LIGHTSEY AND H. OSWALD LIGHTSEY TO THE TEXAS COMPANY Form P-O-D

Oil and Gas Mining Lease

AN AGREEMENT, entered into this 6th day of May 1944 between W. Norris Lightsey and H. Oswald Lightsey as Executors of the Will of W. Fred Lightsey, dated 11 October 1938 and admitted to probate in the Probate Court for Hampton County, South Carolina, with the exercise of the powers thereby conferred upon the executors. (whether one or more), of the town of Yemassee, South Carolina, and Lessee.

1. Lessor, in consideration of the sum of Thirteen Hundred Eighty Two and 15/100 Dollars ($1382.15), in hand paid, and of the covenants and agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee, for the purpose of testing by any method for formations or structures and prospecting and drilling for, mining, and producing oil and gas, laying pipe lines, building tanks, storing oil and water resulting from operations hereunder, and building towers, stations, telephone lines and other structures (including houses for employees) thereon, to produce, save, take care of, treat, process and transport oil and gas, the following described land in Hampton County, South Carolina, to-wit: Colleton and Dorchester

All those tracts of lan situate in Colleton County, South Carolina, aggregating Twenty Three Thousand Four Hundred One (23,401) acres, more or less, conveyed to W. Fred Lightsey, by deeds dated and recorded in the Office of the Clerk of Court for said County as follows, (the acreage stated as to each tract of land being more or less and mentioned for the purpose of identifying the tract of land) to wit:

GRANTOR	GRANTEE	DATE	BOOK & PAGE OF RECORD	ACREAGE
H. M. Jefferies	Lightsey Brothers	6/9/24	50/607	10
Woodward Lumber Co.	Lightsey Brothers	12/2/24	58/8	(98
				(155.5
D. Widelitz	Lightsey Brothers	6/21/26	59/204	197.5
A. C. Rivers	Lightsey Brothers	10/8/26	59/248	97
I. A. Smoak, Pro. Judge	Lightsey Brothers	10/6/27	59/721	(191
				(177
I. A. Smoak, Pro. Judge	Lightsey Brothers	12/8/31	66/204 (Same 177 a. tract, supra	--
C. D. C. Adams	Lightsey Brothers	1/18/28	60/441	491
C. D. C. Adams	Lightsey Brothers	4/18/28	61/284	8.75
H. S. Thayer	Lightsey Brothers	6/30/28	61/391	232
John Gadsden, et al	Lightsey Brothers	8/3/28	68/471	(20
				(110
I. A. Smoak, Pro. Judge	Lightsey Brothers	2/7/29	61/653	371
Mrs. B. L. Addison	Lightsey Brothers	5/25/29	63/46	70.5
L. C. Padgett, Sheriff	Lightsey Brothers	7/31/31	66/32	375
I. A. Smoak, Pro. Judge	W. Fred Lightsey and H.D.Maw	4/22/32	66/497	(110

It is the intention of the lessor and lessee that this lease shall also include, and there is hereby included and leased for the purposes and consideration herein stated, all the land owned and claimed by lessor adjacent or contiguous to the land above described, whether in the same or different surveys. For the purpose of determining the amount of any money payment hereunder said premises shall be treated as comprising [illegible] acres, whether there be more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten years from this date (hereinafter called "primary term") and as long thereafter as either gas or oil is produced from said land hereunder.

3. The royalties reserved by lessor, and which shall be paid by lessee, are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected; however, lessee may from time to time purchase such royalty oil, paying therefor the market price at the wells currently prevailing on the day it is run into the pipe line or storage tanks; lessor's interest in either case shall bear its proportion of any expense of treating unmerchantable oil to render it merchantable as crude; and (b) on gas (including casing-head gas) produced from said land and sold or used off the land or in the manufacture of gasoline or other product, the market value at the wells of one-eighth of the gas so sold or used, provided that if and when lessee shall sell gas (including casing-head gas) at the wells lessor's royalty thereon shall be one-eighth of the amount realized from such sales; during any period when, after a discovery of gas on said land, gas is not being sold on account of lack of a market, and is not being used off the land or in the manufacture of gasoline or other product, and there is no current production or operation on said land sufficient to keep this lease in force, lessee may pay as royalty Fifty Dollars ($50) per year for each shut-in gas well, and it will be considered that gas is being produced, within the meaning of paragraph 2 hereof, during any period for which such payment is made, and no rental shall become due during any period covered by such a payment.

4. If drilling operations are not commenced on said land on or before one year from this date, this lease shall then terminate as to both parties, unless lessee shall pay or tender to lessor or to the credit of lessor in South Carolina National Bank of Columbia Bank at Columbia, South Carolina, or any successor, the sum of Thirteen Hundred Eighty Two and15/100 Dollars ($1382.15) (hereinafter called "rental"), which shall extend for 12 months the time within which drilling operations may be commenced. Thereafter, annually, in like manner, and upon like payments or tenders, the commencement of drilling operations may be further deferred for periods of 12 months, each during the primary term. The payments or tenders of rental may be made by the check or draft of lessees mailed or delivered to such bank or lessor (at post-office address last known to lessee) on or before such date for payment. Notwithstanding any change or division in the ownership of said land, the payment or tender of rental in the manner herein provided shall be binding on the heirs, successors and assigns of lessor. If the bank above-named (or any successor) should fail, refuse or cease to transact banking business without naming a successor, lessee shall have thirty (30) days after lessor shall have delivered to lessee a proper recordable instrument designating a substitute bank (and its successors) as agent to receive rentals, within which to make payment or tender of any rental or rentals tendered but not accepted or whose normal date for payment shall fall before the end of said thirty (30) day period. Lessor shall advise lessee, by notice in writing, whenever the bank heretofore authorized to receive rentals shall be succeeded by another bank, and lessee shall have thirty (30) days after receipt of such notice, within which to make payment or tender of any rental or rentals whose normal date for payment shall fall before the end of said thirty (30) day period. All provisions applicable to the bank above-named (and its successors) shall apply to a substitute bank and its successors. For the purposes of this lease, a bank is successor to another bank if the former bank shall (directly or through the medium of one or more intervening banks) receive the deposits or assume the banking business of the latter bank. The above-named bank and any other bank authorized to receive rentals hereunder shall be lessor's agent. Drilling operations hereunder shall be deemed to be commenced when the first material is placed upon the ground.

5. If during the primary term and prior to the discovery of oil or gas on said land lessee should drill a dry hole thereon, this lease shall not be terminated thereby if lessee commences further drilling operations or commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following completion of the dry hole or, if there be no such rental paying date, commences further drilling operations before the expiration of the primary term. If after the discovery of oil or gas the production thereof should cease from any cause, this lease shall not be terminated thereby if lessee commences drilling or reworking operations within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after sixty (60) days following such cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as drilling or reworking operations (whether on the same well or on different wells successively) are continuously prosecuted and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land hereunder. Such operations, after the expiration of the primary term, shall be deemed to be continuously prosecuted if not more than sixty days shall elapse between the completion of drilling or reworking operations on one well and the commencement of drilling or reworking operations on another well.

6. Lessee shall have the free use of oil, gas and water from said land, except water from lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be on the net quantity after deducting any so used for such operations. If lessee shall operate the leased premises jointly with other premises by a central plant or plants using oil or gas as fuel, and there be available such fuel (oil or gas) from the leased premises, then lessee shall have the right to allocate to the leased premises, for deduction as free fuel, their pro rata share of the total oil or gas consumed in such plant or plants as fuel. If in its judgment advantageous, lessee may use in separate operation of the leased premises or in such central plant fuel not available from the leased premises, or power, and charge its cost (or the proper pro rata portion thereof) against the production from the leased premises, but in no event may it charge more than the value (or the proper pro rata portion thereof) of that equivalent amount of fuel from the leased premises which would have been used in the same operations, had fuel from the leased premises been employed therefor. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth in cultivated land, and no well shall be drilled within two hundred feet of any residence or barn now on said land without lessee's consent. Lessee shall have the privilege, at the risk and expense of lessee, of making connection and using gas from any gas well on said land for stoves and inside lights in the principal dwelling on said land out of any surplus gas not needed for operations hereunder.

7. As used in this paragraph "mineral" means other than oil or gas. If, while this lease remains in force, any mineral shall be discovered in said land in commercial quantities lessee, at lessee's option, shall have the exclusive right to mine the same with all incidental rights, including that of ingress and egress, so long as such mineral shall be produced in commercial quantities, and shall pay lessor a royalty in kind or value at the mine at lessee's election of one-eighth of all minerals so mined, except that the royalty on potassium and sodium salts and related compounds shall be one-twentieth of their value at the mine on all mined and marketed, and except that the royalty on sulphur shall be fifty cents per long ton (2240 lbs.) on all mined and marketed. Production in commercial quantities of any mineral shall keep this lease in force also as to oil and gas and all minerals, and such production shall eliminate rental (but not royalty) production of oil or gas. In the event of the discovery of any mineral in substantial quantities which lessee deems to be probably commercial, then, notwithstanding any provision of this lease under which it might sooner terminate, lessee shall be allowed three years after such discovery or after the cessation of the production, if any, of oil or gas, whichever event happens last, within which to determine the extent of the deposit of such mineral and, if such deposit shall be in commercial quantities, to begin commercial production of such mineral. The commercial production of mineral, begun during such three year period but after the primary term, shall have the same effects as though commenced during the primary term. Nothing contained in this paragraph is intended or shall be construed to shorten the primary term or to terminate this lease sooner than it would otherwise terminate.

8. The rights of either party hereunder may be assigned in whole or in part. By an assignment in part is meant an assignment as to only part of said land, or an assignment as to only a certain mineral or minerals, or as an assignment as to only a certain mineral or minerals in part of said land. The provisions hereof shall extend to their heirs, successors and assigns of the parties hereto, but no change or division in the ownership of the lands, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights and privileges of lessee; offsetting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises, nor shall separate measurement of the production of any particular well or wells on the leased premises be in any event obligatory. No change or division in the ownership of the lands, rentals or royalties shall be binding on lessee for any purpose until lessee shall be furnished with satisfactory written evidence thereof, including the assignments of title or certified copies thereof. Should lessee assign this lease in whole or in part, lessee shall look solely to the assignee for the performance of its terms, or (if the assignment was in part) for the performance of its terms as to the acreage covered by the assignment, but only as to the mineral or minerals specified therein, if the assignment was limited to a certain mineral or minerals. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals is apportioned as between the several leasehold owners ratably, according to the surface area of each, and failure by one or more of them to pay his share or

SEE NEXT PAGE

DEEDS

				(168
				(168
F. M. Jones, et al	W. Fred Lightsey, surviving partner	3/16/33	67/541	2
Ralph S. Simmons	Lightsey Brothers	3/6/33	67/667	125
Mikellah M. Hiers	W. Fred Lightsey and S.C.Maw	11/6/34	69/289	200
R. H. Jefferies	W. Fred Lightsey	4/20/35	70/17	(402.9
				(116
H. P. Polk	W. Fred Lightsey and S.C. Maw	3/31/34	68/580	(22
				(60
Lula V. Weeks	W. Fred Lightsey	11/8/35	70/380	79
Bradley Estates, Inc.	W. Fred Lightsey	10/23/35	70/435	
		Antwerp		1232
		Havenswood		2585.54
		Vanderhorst		2440
		West Bank		3046.4
		Elliott		1130
		Maria Glover		1672
		Munster		612
		Whitmarsh		500
		Anderson		600

For Release See in R.C. Book 76 Page 513.

First Carolinas Joint Stock Land Bank	W. Fred Lightsey	9/9/36	72/62	426
L. A. Walker	W. Fred Lightsey	11/2/36	72/219	2048
Joseph W. Lucas, et al	W. Fred Lightsey	1/2/37	72/550	
Helen A. Lucas	W. Fred Lightsey	1/9/37	72/497	606
Louise M. Evans	W. Fred Lightsey	1/6/37	72/533	
B. O. Price	W. Fred Lightsey	1/13/37	72/570	(621
				(592
Sophia S. Appleby	W. Fred Lightsey	8/5/40	79/136	(65
				(60
D. A. McLure	E. Oswald Lightsey & W. Morris Lightsey, as executors Of the Will of W. Fred Lightsey	12/-/40	79/891	52.25
Oswald Lightsey	E. Oswald Lightsey & W. Morris Lightsey, as executors Of the Will of W. Fred Lightsey	9/13/41	81/312	(142.50
				(130.00
Virginia H. Lightsey (conveying ½ interest devised to her under the Will of Henry W. Lightsey in several of the tracts of land, supra)	W. Fred Lightsey	11/30/34	69/373	-----
Nora G. Maw, Committee for S. C. Maw (conveying ½ interest in several of the tracts, supra)	W. Fred Lightsey	1/27/40	78/140	-----
Virginal H. Lightsey (conveying ½ interest devised to her under the Will of Henry W. Lightsey in several of the tracts of land, supra)	W. Fred Lightsey	11/5/35	70/403	------
		TOTAL		23,585.34
LESS				
W. Fred Lightsey to	E. J. Brant NET FOR COLLETON COUNTY	1/21/37	73/20	164.50
				23,400.84

ALSO:

All those tracts of land situate in Dorchester County, South Carolina, aggregating Seven Hundred Forty One and 48/100 acres, more or less, conveyed to W. Fred Lightsey, by deeds dated and recorded in the Office of the Clerk of Court fo said County as follows, (the acreage stated as to each tract of land being more or less and men ioned for the purpose of identifying the tract of land) to wit:

GRANTOR	GRANTEE	DATE	BOOK & PAGE OF RECORD	ACREAGE
T. J. Appleby, Master	Lightsey Brothers	1929	54/10	232.48
Virginia H. Lightsey (conveying ½ interest, devised to her under the Will of Henry W. Lightsey in the 232.48 acre tract, supra)	W. Fred Lightsey	11/5/35	63/35	-------
C. M. Padgett	W. Fred Lightsey	5/26/37	65/286	325
John D. Warren	W. Fred Lightsey NET FOR DORCHESTER COUNTY	7/8/37	66/1	184
				741.48

ALSO:

SEE NEXT PAGE

All those tracts of land situate in Hampton County, South Carolina, aggregating Three thousand Five Hundred one acres, more or less, conveyed to W. Fred Lightsey, by deeds dated and recorded in the Office of the Clerk of Court for said County as follows, (the acreage stated as to each tract of land being more or less and mentioned for the purpose of identifying the tract of land) to wit:

GRANTOR	GRANTEE		DATE	BOOK & PAGE OF RECORD	ACREAGE
Nora G. Mew, Committee for A. C. Mew	W. Fred Lightsey		12/10/37	D36/26	140
First Carolinas Joint Stock Land Bank	W. Fred Lightsey		11/30/35	D33/367	190
B. T. DeLoach, Cl. of C.	W. Fred Lightsey		11/12/29	D30/98	222
B. T. DeLoach, Cl. of C.	W. Fred Lightsey		4/27/26	D28/103	122
Addie A. Lightsey, et al	W. Fred Lightsey		11/29/22	D27/288)	
Mollie A. Prentiss	W. Fred Lightsey		5/6/14	D22/224)	
Mattie C. Bowers	W. Fred Lightsey		5/9/14	D22/226)	220
Mary H. Harter	W. Fred Lightsey		1/30/15	D22/347)	
Anna L. Ballnco, et al	W. Fred Lightsey		4/3/15	D22/406)	
Clifton A. Hentz	W. Fred Lightsey		6/16/14	D23/304	218
Kate K. Dunlap	W. Fred Lightsey		12/1/19	D26/266	71.6
C. P. Davis	W. Fred Lightsey		8/30/07	D18/301	470
Dr. H. H. Wyman, Sr.	W. Fred Lightsey		1/2/11	D14/346	2000
			TOTAL		3703.60
LESS					
W. Fred Lightsey	D. B. Miley	76.2 a.	4/8/20	D26/401	
W. Fred Lightsey	A. C. Mew	126.6 a.	11/-/11	D20/643	
		202.70			202.70
	NET FOR HAMPTON COUNTY				3500.90

Reference is here had to the record of said deeds for more particular descriptions. It is understood, however, anything in this lease to the contrary notwithstanding:

(a) That no drilling, mining, building tanks, storing oil or water or erecting buildings shall be done within a radius of one hundred (100) yards of the center of the main dwelling on the George Polk estate lands, nor within a radius of one hundred fifty (150) yards from the center of the Superintendent's house or from the center of the main dwelling house on the Ravenswood Tract at Ashepoo unless the lessors shall first consent in writing thereto;

(b) That any excavations made by the lessee in prospecting on the said lands shall be refilled by the lessee when the said excavations are no longer being used;

(c) That all phosphate deposits on the said lands are excepted from the mining rights referred to herein.

(d) That no drilling, mining, building tanks, storing oil or water or erecting buildings shall be done within a radius of two hundred (200) yards of the main dwelling on the C.P. Davis place in Hampton County unless the lessors shall first consent in writing thereto.

BOOK 88

shares of the rentals shall not affect the validity of the lease on the part of the land upon which pro rata rentals are paid or tendered. Drilling or production on any portion of the leased premises shall (so far as concerns the continuance of this lease) inure to the benefit of the owners of the lease upon all portions of the leased premises. Lessee may at any time, and from time to time, execute and deliver to lessor or place of record a release covering all or any portion or portions of the leased premises as to all or any specified mineral or minerals, and thereupon shall be relieved of all obligations as to the acreage surrendered, or as to that acreage as to only the particular mineral or minerals specified, as the case may be. After a release of this lease in its entirety as to only part of the acreage, the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by such release.

9. If there are, or if hereafter there shall be, two or more persons each of whom shall be entitled to receive a royalty of less than 1/8 of the total production, all such persons shall, by sufficient written instrument, designate some agent to receive payment for all of them, and lessee shall not be required to make payment to such persons, or any of them, until such instrument is furnished. However, in lieu of all such persons appointing the same agent, such persons may form themselves into different groups, those in each group appointing an agent to receive payment for only those in that group, provided that no group shall in the aggregate own a royalty of less than 1/8 of the total production.

10. This lease shall never be forfeited, cancelled or terminated for failure by lessee to perform in whole or in part any of its implied obligations, nor while oil or gas is being produced in paying quantities, for any cause whatsoever, unless there shall first be a final judicial ascertainment that such obligation or cause exists and that lessee is in default. Upon such final determination, lessee is hereby given a reasonable time thereafter to comply with such obligation, or at lessee's election, to surrender the lease, with the option of reserving, under the terms of this lease, each producing well or well that is being drilled or reworked and ten acres surrounding it to be selected by lessee.

11. In case of suit, adverse claim, dispute or question as to the ownership of the rentals or royalties (or some part thereof) payable under this lease, lessee shall not be held in default of payment of such rentals or royalties (or the part thereof in doubt) until such suit, claim, dispute or question has been finally disposed of, and lessee shall have thirty (30) days after being furnished with the original instrument or instruments disposing of such suit, claim, or dispute (or a certified copy or copies thereof), or after being furnished with proof sufficient, in lessee's opinion, to settle such question, within which to make payment. Should the right or interest of lessee hereunder be disputed by lessor, or any other person, the time covered by the pendency of such dispute shall not be counted against lessee either as affecting the term of the lease or for any other purpose, and lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

12. When drilling or other operations are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or as a result of some order, requisition or necessity of the government, or as the result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding. Non-compliance, delay in compliance or incomplete compliance by lessee with any provision of this lease caused by lessee's obeying or performing any statute, regulation, rule or order enacted or issued for the conservation of oil and/or gas or the prevention of the waste of oil and/or gas shall not be considered a default on lessee's part and shall not render lessee liable to lessor for any loss, damage or injury suffered or sustained by lessor on account thereof. Should production temporarily cease on said land on account of a shutdown ordered by any public authority, this lease shall not terminate on that account but, on the contrary, it will be considered that oil and/or gas was produced from said land continuously during such shutdown, within the meaning of paragraph 3 hereof.

13. Lessee hereby warrants and agrees to defend the title to said land and agrees that lessee, at lessee's option, (but without any duty to do so), may pay and discharge in whole or in part any taxes, mortgages, or other liens upon said land or any part thereof, and in that event lessee shall be subrogated to such lien, with full right to enforce the same, and in addition thereto may retain for the satisfaction of such lien and interest all royalties or rentals accruing hereunder. The lessor shall pay directly, or reimburse lessee for, such proportion of any production and/or severance taxes, upon or measured by the total production or its value, as the royalty interest bears to the total interest. Without any impairment of lessee's rights under lessor's warranty of title it is agreed that if lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

IN WITNESS WHEREOF this instrument is executed on the date above written.

(L. S.)

W. Oswald Lightsey

as Executor of Will of W. Fred Lightsey

W. Norris Lightsey

As Executor of Will of W. Fred Lightsey

THE TEXAS COMPANY

By W. C. Skinner

Witnesses:

L. P. Humphries

Charles O. Connolly, Jr.

STATE OF SOUTH CAROLINA,
Hampton County

Personally appeared before me L. P. Humphries and made oath that he saw the within named W. Oswald Lightsey and W. Norris Lightsey, as executors of the Will of W. Fred Lightsey sign, seal and as their act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that he, with Charles O. Connolly, Jr. witnessed the execution thereof.

SWORN to before me this 6th day of May 1944.

Charles O. Connolly, Jr. (L. S.)
Notary Public of S. C.
(Seal affixed)

L. P. Humphries

STATE OF SOUTH CAROLINA,
County

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named heirs and assigns, all her interest and estate, and also all her rights and claims of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this
day of
Anno Domini 194
(L. S.)
Notary Public of S. C.

THE STATE OF SOUTH CAROLINA,
COUNTY OF
ss.

I, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the 10th day of October 1944 at 1:30 o'clock, P. M., and was duly recorded on this day of 19 in the Deed Records of said County, in Volume on pages

Given under my hand and seal of office on the day and year last above written.

Clerk, County Court County, S. C.

By
Deputy.

88 (Texas) A. FELIX DUPONT TO THE TEXAS COMPANY Form P.O.D

Oil and Gas Mining Lease

AN AGREEMENT, entered into this 27th day of March, 1944, between A. Felix DuPont, whose wife is Ann S. DuPont

lessor (whether one or more), of the post office of White Hall, South Carolina, and Lessee.

1. Lessor, in consideration of the sum of TEN AND NO/100 Dollars ($ 10.00), in hand paid, and of the covenants and agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee, for the purpose of testing by any method for formations or structures and prospecting and drilling for, mining, and producing oil and gas, laying pipe lines, building tanks, storing oil and water resulting from operations hereunder, and building towers, stations, telephone lines and other structures (including houses for employees) thereon, to produce, save, take care of, treat, process and transport oil and gas, the following described land in Blake County, South Carolina, to-wit:

Colleton

All those tracts of land situate in Blake School District, Colleton County, South Caroline, being the same lands conveyed to A. Felix Duront by deeds of W. S. Ackerman, Sheriff, dated 3 December 1923, recorded in Book 62, Page 594, in the Office of the Clerk of Court for Colleton; by deed of Combahee Company, dated 7 December 1923, recorded in Book 62, Page 615, in said office; by deed of Daniel Blake, dated 25 September 1930, recorded in Book 65, Page 126, in said office; by deed of Caroline G. Cor, dated 25 November 1931, recorded in Book 66, Page 206, in said office; and by deed of C. W. Fourifoy, dated 24 November 1939, recorded in Book 77, Page 548, in said office; EXCEPTING therefrom, however, a tract of 78 acres conveyed by A. Felix Duront to Caroline G. Cor by deed dated 18 November 1931, recorded in Book 66, Page 205, in said office, and a tract of two acres conveyed by A. Felix DuPont to T. M. Williams, et al, trustees of Blake School District, by deed dated August ___, 1936, recorded in Book 74, Page 272, in said office. Reference is here specifically made to the records of said deeds in the Office of the Clerk of Court for a more particular description. Containing in all 10,860 acres, more or less.

THE STATE OF FLORIDA
PALM BEACH COUNTY

Personally appeared before me Mrs. Jane Myers and made oath that she saw the within named A. Felix Duront sign, seal, and as his act and deed, deliver the within written Lease; and that she with Allen S. Cooney witnessed the execution thereof.

SWORN to before me, this 5th day of Apr, A.D. 1944.

Elynda C. Cooner
Notary Public for Florida
My commission expires Oct. 12, 1946 (Seal affixed)

For release see Deed Book 102 Page 371.

For assignment see Deed Book 574 Page 257. For Addendum to Lease see Book 776 Page 137

It is the intention of the lessor and lessee that this lease shall also include, and there is hereby included and leased for the purposes and consideration herein stated, all the land owned and claimed by lessor adjacent or contiguous to the land above described, whether in the same or different surveys. For the purpose of determining the amount of any money payments hereunder said premises shall be treated as comprising 10,860 acres, whether there be more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten years from this date (hereinafter called "primary term") and as long thereafter as either gas or oil is produced from said land hereunder.

3. The royalties reserved by lessor, and which shall be paid by lessee, are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected; however, lessee may (from time to time purchase such royalty oil, paying therefor the market price at the wells currently prevailing on the day it is run into the pipe line or storage tanks; lessor's interest in either case shall bear its proportion of any expense of treating unmerchantable oil to render it merchantable as crude; and (b) on gas (including casing-head gas) produced from said land and sold or used off the land or in the manufacture of gasoline or other product, the market value at the wells of one-eighth of the gas so sold or used, provided that if and when lessee shall sell gas (including casing-head gas) at the wells lessee's royalty thereon shall be one-eighth of the amount realized from such sales; during any period when, after a discovery of gas on said land, gas is not being sold on account of lack of a market, and is not being used off the land or in the manufacture of gasoline or other product, and there is no current production or operation on said land sufficient to keep this lease in force, lessee may pay as royalty Fifty Dollars ($50) per year for each shut-in gas well, and it will be considered that gas is being produced, within the meaning of paragraph 2 hereof, during any period for which such payment is made, and no rental shall more during any period covered by such a payment.

4. If drilling operations are not commenced on said land on or before one year from this date, this lease shall then terminate as to both parties, unless lessee shall pay or tender to lessor or to the credit of lessor in Farmers and Merchants Bank at Lollysboro, S. C., or any successor, the sum of Five Hundred Forty-three and no/100 Dollars ($ 543.00) (hereinafter called "rental"), which shall extend for 12 months the time within which drilling operations may be commenced. Thereafter, annually, in like manner, and upon like payments or tenders, the commencement of drilling operations may be further deferred for periods of 12 months, each during the primary term. The payments or tenders of rental may be made by the check or draft of lessees mailed or delivered to such bank or lessor (at post-office address last known to lessee) on or before such date for payment. Notwithstanding any change or division in the ownership of said land, the payment or tender of rental in the manner herein provided shall be binding on the heirs, successors and assigns of lessor. If the bank above-named (or any successor) should fail or refuse to accept rental, or should cease to transact banking business without having a successor, lessee shall have thirty (30) days after lessor shall have delivered to lessee a proper recordable instrument designating a substitute bank (and its successors) as agent to receive rentals, within which to make payment or tender of any rental or rentals tendered but not accepted or whose normal date for payment shall fall before the end of said thirty (30) day period. Lessor shall advise lessee, by notice in writing, whenever the bank heretofore authorized to receive rentals shall be superseded by another bank, and lessee shall have thirty (30) days after receipt of such notice, within which to make payment or tender of any rental or rentals whose normal date for payment shall fall before the end of said thirty (30) day period. All provisions applicable to the bank above-named (and its successors) shall apply to a substitute bank and its successors. For the purposes of this lease, a bank is successor to another bank if the former bank shall (directly or through the medium of one or more intervening banks) receive the deposits or continue the banking business of the latter bank. The above-named bank and any other bank authorized to receive rental- hereunder shall be lessor's agent. Drilling operations hereunder shall be deemed to be commenced when the first material is placed on the ground.

5. If during the primary term and prior to the discovery of oil or gas on said land lessee should drill a dry hole thereon, this lease shall not be terminated thereby if lessee commences further drilling operations or commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following completion of the dry hole or, if there be no such rental paying date, commences further drilling operations before the expiration of the primary term. If after the discovery of oil or gas the production thereof should cease from any cause, this lease shall not be terminated thereby if lessee commences drilling or reworking operations within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following such cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as drilling or reworking operations (whether on the same well or on different wells successively) are continuously prosecuted and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land hereunder. Such operations, after the expiration of the primary term, shall be deemed to be continuously prosecuted if not more than sixty days shall elapse between the completion of drilling or reworking operations on one well and the commencement of drilling or reworking operations on another well.

6. Lessee shall have the free use of oil, gas and water from said land, except water from lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be on the net quantity after deducting any so used for operations. If lessee shall operate the leased premises jointly with other premises by a central plant or plants using oil or gas as fuel, and there be available such fuel (oil or gas) from the leased premises, then lessee shall have the right to allocate to the leased premises, for deduction as free fuel, their pro rata share of the total oil or gas consumed in such plant or plants as fuel. If in its judgment advantageous, lessee may use as fuel in operation of the leased premises or in such central plant fuel not available from the leased premises, or power, and charge its cost (or the proper pro rata portion thereof) against the production from the leased premises, but in no event may it charge more than the value (or the proper pro rata portion thereof) of that equivalent amount of fuel from the leased premises which would have been used in the same operations, had fuel from the leased premises been employed therefor. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth in cultivated land, and no well shall be drilled within two hundred feet of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at the risk and expense of lessor, of making connection and using gas from any gas well on said land for stoves and inside lights in the principal dwelling on said land out of any surplus gas not needed for operations hereunder.

7. As used in this paragraph "mineral" means other than oil or gas. If, while this lease remains in force, any mineral shall be discovered in said land in commercial quantities lessee, at lessee's option, shall have the exclusive right to mine the same with all incidental rights, including that of ingress and egress, so long as such mineral shall be produced in commercial quantities, and shall pay lessor a royalty in kind or value at the mine at lessee's election of one-eighth of all minerals so mined, except that the royalty on potassium and sodium salts and related compounds shall be one-twentieth of their value at the mine on all mined and marketed, and except that the royalty on sulphur shall be fifty cents per long ton (2240 lbs.) on all mined and marketed. Production in commercial quantities of any mineral shall keep this lease in force also as to oil and gas and all minerals, and such production shall eliminate rental just as would production of oil or gas. In the event of the discovery of any mineral in substantial quantities which lessee deems to be probably commercial, then, notwithstanding any provision of this lease under which it might sooner terminate, lessee shall be allowed three years after such discovery or after the cessation of the production, if any, of oil or gas, whichever event happens last, within which to determine the extent of the deposit of such mineral and, if such deposit shall be in commercial quantities, to begin commercial production of such mineral. The commercial production of mineral begun during such three year period but after the primary term, shall have the same effects as though commenced during the primary term. Nothing contained in this paragraph is intended or shall be construed to shorten the primary term or to terminate this lease sooner than it would otherwise terminate.

8. The rights of either party hereunder may be assigned in whole or in part. By an assignment in part is meant an assignment as to only part of said land, or an assignment as to only a certain mineral or minerals, or an assignment as to only a certain mineral or minerals in part of said land. The provisions hereof shall extend to their heirs, successors and assigns of the parties hereto, but no change or division in the ownership of the lands, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights and privileges of lessee; offsetting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises, nor shall separate measurement of the production of any particular well or wells on the leased premises be in any event obligatory. No change or division in the ownership of the lands, rentals or royalties shall be binding on lessee for any purpose until lessee shall be furnished with satisfactory written evidence thereof, including the muniments of title or certified copies thereof. Should lessee assign this lease in whole or in part, lessor shall look solely to the assignee for the performance of its terms, or (if the assignment was in part) for the performance of its terms as to the acreage covered by the assignment, but only as to the mineral or minerals specified therein, if the assignment was limited to a certain mineral or minerals. If this lease is assigned in its entirety as to only part of said acreage, the right and option to pay rentals is apportioned as between the several leasehold owners ratably, according to the surface area of each, and failure by one or more of them to pay his share or

shares of the rentals shall not affect the validity of the lease on the part of the land upon which pro rata rentals are paid or tendered. Drilling or production on any portion of the leased premises shall (so far as concerns the continuance of this lease) inure to the benefit of the owners of the lease upon all portions of the leased premises. Lessee may at any time, and from time to time, execute and deliver to lessor or place of record a release covering all or any portion or portions of the leased premises as to all or any specified mineral or minerals, and thereupon shall be relieved of all obligations as to the acreage surrendered, or as to that acreage as to only the particular mineral or minerals specified, as the case may be. After a release of this lease in its entirety as to only part of the acreage, the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by such release.

9. If there are, or if hereafter there shall be, two or more persons each of whom shall be entitled to receive a royalty of less than 1/8 of the total production, all such persons shall, by sufficient written instrument, designate some agent to receive payment for all of them, and lessee shall not be required to make payment to such persons, or any of them, until such instrument is furnished. However, in lieu of all such persons appointing the same agent, such persons may form themselves into different groups, those in each group appointing an agent to receive payment for only those in that group, provided that no group shall in the aggregate own a royalty of less than 1/8 of the total production.

10. This lease shall never be forfeited, cancelled or terminated for failure by lessee to perform in whole or in part any of its implied obligations, nor while oil or gas is being produced in paying quantities for any cause whatsoever, unless there shall first be a final judicial ascertainment that such obligation or cause exists and that lessee is in default. Upon such final determination, lessee is hereby given a reasonable time thereafter to comply with such obligation, or at lessee's election, to surrender the lease, with the option of reserving, under the terms of this lease, each producing well or well that is being drilled or reworked and ten acres surrounding it to be selected by lessee.

11. In case of suit, adverse claim, dispute or question as to the ownership of the rentals or royalties (or some part thereof) payable under this lease, lessee shall not be held in default of payment of such rentals or royalties (or the part thereof in doubt) until such suit, claim, dispute or question has been finally disposed of, and lessee shall have thirty (30) days after being furnished with the original instrument or instruments disposing of such suit, claim, or dispute (or a certified copy or copies thereof), or after being furnished with proof sufficient, in lessee's opinion, to settle such question, within which to make payment. Should the right or interest of lessee hereunder be disputed by lessor, or any other person, the time covered by the pendency of such dispute shall not be counted against lessee either as affecting the term of the lease or for any other purpose, and lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

12. When drilling or other operations are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or as a result of some order, requisition or necessity of the government, or as the result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding. Non-compliance, delay in compliance or incomplete compliance by lessee with any provisions of this lease caused by lessee's obeying or performing any statute, regulation, rule or order enacted or issued for the conservation of oil and/or gas or the prevention of the waste of oil and/or gas shall not be considered a default on lessee's part and shall not render lessee liable to lessor for any loss, damage or injury suffered or sustained by lessor on account thereof. Should production temporarily cease on said land on account of a shutdown ordered by any public authority, this lease shall not terminate on that account but, on the contrary, it will be considered that oil and/or gas was produced from said land continuously during such shutdown within the meaning of paragraph 2 hereof.

13. Lessor hereby warrants and agrees to defend the title to said land and agrees that lessee, at lessee's option, (but without any duty to do so), may pay and discharge in whole or in part any taxes, mortgages, or other liens upon said land or any part thereof, and in that event lessee shall be subrogated to such lien, with full right to enforce the same, and in addition thereto may retain for the satisfaction of such lien and interest all royalties or rentals accruing hereunder. The lessor shall pay directly, or reimburse lessee for, such proportion of any production and/or severance taxes, upon or measured by the total production or its value, as the royalty interest bears to the total interest. Without any impairment of lessee's rights under lessor's warranty of title it is agreed that if lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

IN WITNESS WHEREOF this instrument is executed on the date above written.

(L. S.)

A. Felix Dupont (SEAL)

Witnesses: J. W. Holsey
Lota Holsey

Mrs. Anne Bowers

Allen M. Downey

THE TEXAS COMPANY

By R. C. Stewart

STATE OF SOUTH CAROLINA,
Colleton County

Personally appeared before me J. W. Holsey

and made oath that he saw the within named A. Felix Dupont

sign, seal and as his act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that he, with

Lota Holsey witnessed the

execution thereof.

SWORN to before me this 18th day of April 1944.
Katherine M. Bond (L. S.)
Notary Public of S. C.

J. W. Holsey

(Seal affixed) FLORIDA

STATE OF SOUTH CAROLINA,
Palm Beach County

RENUNCIATION OF DOWER

I, Glynda W. Connor, a Notary Public for Palm Beach County, Florida, do hereby certify unto all whom it may concern, that Mrs. Ann M. Dupont

the wife of the within named A. Felix Dupont

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 The Texas Company, Inc.

successors and assigns, right

and assigns, all her interest and estate, and also all her rights and claims of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 6th day of April Anno Domini 1944.

Ann M. Dupont (Seal)

Glynda W. Connor (L. S.)
Notary Public of S. C. Fla.
My commission expires Oct. 18, 1948

THE STATE OF SOUTH CAROLINA,
COUNTY OF ..... } ss.

I, ... Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the 10th day of October 19 44 at 1:30 o'clock P.M., and was duly recorded on this ..... day of ..... 19..... in the Deed Records of said County, in Volume ..... on pages .....

Given under my hand and seal of office on the day and year last above written.

..... Clerk, County Court ..... County, S. C.

By .....
Deputy.

88 (Texas) CLARA B. SHAFFER & E. T. H. SHAFFER TO J. W. HOLSKY Form P O-D

Oil and Gas Mining Lease

AN AGREEMENT, entered into this 13 day of April, 1944, between Clara B. Shaffer and E. T. H. Shaffer

lessor (whether one or more), of the post office of Walterboro, South Carolina, and J. W. Holsky, Lessee.

1. Lessor, in consideration of the sum of Forty Four and 39/100 Dollars ($44.39), in hand paid, and of the covenants and agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee, for the purpose of testing by any method for formations or structures and prospecting and drilling for, mining, and producing oil and gas, laying pipe lines, building tanks, storing oil and water resulting from operations hereunder, and building towers, stations, telephone lines and other structures (including houses for employees) thereon, to produce, save, take care of, treat, process and transport oil and gas, the following described land in Hampton County, South Carolina, to-wit: Colleton

All those tracts of land situate in Colleton County, South Carolina, aggregating Eight Hundred Eighty Seven and 76/100 (887.76) acres, more or less, being landsconveyed to Clara B. Shaffer and E. T. H. Shaffer by deeds recorded in the Office of the Clerk of Court for said County as follows:

C. W. Brandy to Clara B. Shaffer, dated 17 March 1931, Book 65, Page 476; Lucas C. Padgett, Sheriff, to Clara B. Shaffer, dated 3 March 1931, Book 66, Page 430; E. L. Fishburne, Trustee, to Clara B. Shaffer, dated 23 February 1931, Book 65, Page 417; J. O. Thompson to Clara B. Shaffer, dated ___ February 1942, Book 82, Page 355; F. S. Fennell, Sheriff, to Clara B. Shaffer, dated 15 November 1934, Book 69, Page 299; A.J. Lemacks to E. T. H. Shaffer, dated 15 July 1909, Book 34, Page 225; Clara B. Shaffer to E.T.H. Shaffer, dated 10 October 1922, Book 55, Page 201; C. C. Anderson, Trustee, to E.T. H. Shaffer, dated ___ October 1909, Book 33, Page 546; A. H. Wichman, Executor of the Will of H. H. Wichmann, to E. T. H. Shaffer, dated 17 June, 1930, Book 65, Page 289; H. S. Thayer to E. T. H. Shaffer, dated 10 April 1926, Book 61, Page 635; John Mackey, et al, to E. T. H. Shaffer, dated ___February 1914, Book 40, Page 63. EXCEPTING therefrom, however, a tract of ten (10) acres leased by E. T. H. Shaffer to Mary Kirkpatrick by deed dated 27 September 1937, recorded in Book 74, Page 269.

Reference is here had to the records of said deeds for a more particular description.

For release see Book 102 Page 312

Low Assignment see same Book Page 127

It is the intention of the lessor and lessee that this lease shall also include, and there is hereby included and leased for the purposes and consideration herein stated, all the land owned and claimed by lessor adjacent or contiguous to the land above described, whether in the same or different surveys. For the purpose of determining the amount of any money payment hereunder said premises shall be treated as comprising 887.76 acres, whether there be more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten years from this date (hereinafter called "primary term") and as long thereafter as either gas or oil is produced from said land hereunder.

3. The royalties reserved by lessor, and which shall be paid by lessee, are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected; however, lessee may from time to time purchase such royalty oil, paying therefor the market price at the wells currently prevailing on the day it is run into the pipe line or storage tanks; lessor's interest in either case shall bear its proportion of any expense of treating unmerchantable oil to render it merchantable as crude; and (b) on gas (including casing-head gas) produced from said land and sold or used off the land or in the manufacture of gasoline or other product, the market value at the wells of one-eighth of the gas so sold or used, provided that if and when lessee shall sell gas (including casing-head gas) at the wells lessor's royalty thereon shall be one-eighth of the amounts realized from such sales; during any period when, after a discovery of gas on said land, gas is not being sold on account of lack of a market, and is not being used off the land or in the manufacture of gasoline or other product, and there is no current production or operation on said land sufficient to keep this lease in force, lessee may pay as royalty Fifty Dollars ($50) per year for each shut-in gas well, and it will be conclusively presumed that gas is being produced, within the meaning of paragraph 2 hereof, during any period for which such payment is made, and no rental shall incur during any period covered by such a payment.

4. If drilling operations are not commenced on said land on or before one year from this date, this lease shall then terminate as to both parties, unless lessee shall pay or tender to lessor or to the credit of lessor in Farmers and Merchants Bank at Walterboro, S.C., or any successor, the sum of Forty Four and 39/100 Dollars ($44.39) (hereinafter called "rental"), which shall extend for 12 months the time within which drilling operations may be commenced. Thereafter, annually, in like manner, and upon like payments or tenders, the commencement of drilling operations may be further deferred for periods of 12 months, each during the primary term. The payments or tenders of rental may be made by the check or draft of lessee mailed or delivered to such bank or lessor (at post-office address last known to lessee) on or before each date for payment. Notwithstanding any change or division in the ownership of said land, the payment or tender of rental in the manner herein provided shall be binding on the heirs, successors and assigns of lessor. If the bank above-named (or any successor) should fail or refuse to accept rental, or should cease to transact banking business without having a successor, lessee shall have thirty (30) days after lessor shall have delivered to lessee a proper recordable instrument designating a sub-stitute bank (and its successors) as agent to receive rentals, within which to make payment or tender of any rental or rentals tendered but not accepted or whose normal date for payment shall fall before the end of said thirty (30) day period. Lessor shall advise lessee, by notice in writing, whenever the bank hereinbefore authorized to receive rentals shall be succeeded by another bank, and lessee shall have thirty (30) days after receipt of such notice, within which to make payment or tender of any rental or rentals whose normal date for payment shall fall before the end of said thirty (30) day period. All provisions applicable to the bank above-named (and its successors) shall apply to a substitute bank and its successors. For the purposes of this lease, a bank is successor to another bank if the former bank shall (directly or through the medium of one or more intervening banks) receive the deposits or continue the banking business of the latter bank. The above-named bank and any other bank authorized to receive rentals hereunder shall be lessor's agent. Drilling operations hereunder shall be deemed to be commenced when the first material is placed on the ground.

5. If during the primary term and prior to the discovery of oil or gas on said land lessee should drill a dry hole thereon, this lease shall not be terminated thereby if lessee commences further drilling operations or commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following completion of the dry hole or, if there be no such rental paying date, commences further drilling operations before the expiration of the primary term. If after the discovery of oil or gas the production thereof should cease from any cause, this lease shall not be terminated thereby if lessee commences drilling or reworking operations within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following such cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as drilling or reworking operations (whether on the same well or on different wells successively) are continuously prosecuted and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land hereunder. Such operations, after the expiration of the primary term, shall be deemed to be continuously prosecuted if not more than sixty days shall elapse between the completion of drilling or reworking operations on one well and the commencement of drilling or reworking operations on another well.

6. Lessee shall have the free use of oil, gas and water from said land, except water from lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be on the net quantity after deducting any so used for operations. If lessee shall operate the leased premises jointly with other premises by a central plant or plants using oil or gas as fuel, and there be available such fuel (oil or gas) from the leased premises, then lessee shall have the right to allocate to the leased premises, for deduction as free fuel, their pro rata share of the total oil or gas consumed in such plant or plants as fuel. If in its judgment advantageous, lessee may use in separate operation of the leased premises or in such central plant fuel not available from the leased premises, or power, and charge its cost (or the proper pro rata portion thereof) against the production from the leased premises, but in no event may it charge more than the value (or the proper pro rata portion thereof) of that equivalent amount of fuel from the leased premises which would have been used in the same operations, had fuel from the leased premises been employed therefor. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth in cultivated land, and no well shall be drilled within two hundred feet of any residence or barn now on said land without lessee's consent. Lessor shall have the privilege, at the risk and expense of lessor, of making connection and using gas from any gas well on said land for stoves and inside lights in the principal dwelling on said land out of any surplus gas not needed for operations hereunder.

7. As used in this paragraph "mineral" means other than oil or gas. If, while this lease remains in force, any mineral shall be discovered in said land in commercial quantities lessee, at lessee's option, shall have the exclusive right to mine the same with all incidental rights, including that of ingress and egress, so long as such mineral shall be produced in commercial quantities, and shall pay lessor a royalty in kind or value at the mine at lessee's election of one-eighth of all minerals so mined, except that the royalty on potassium and sodium salts and related compounds shall be one-twentieth of their value at the mine on all mined and marketed, and except that the royalty on sulphur shall be fifty cents per long ton (2240 lbs.) on all mined and marketed. Production in commercial quantities of any mineral shall keep this lease in force also as to oil and gas and all minerals, and such production shall eliminate rental just as would production of oil or gas. In the event of the discovery of any mineral in sub-stantial quantities which lessee deems to be probably commercial, then, notwithstanding any provision of this lease under which it might sooner terminate, lessee shall be allowed three years after such discovery or after the cessation of the production, if any, of oil or gas, whichever event happens last, within which to determine the extent of the deposit of such mineral and, if such deposit shall be in commercial quantities, to begin commercial production of such mineral. The commercial production of mineral, begun during such three year period but after the primary term, shall have the same effects as though commenced during the primary term. Nothing contained in this paragraph is intended or shall be construed to shorten the primary term or to terminate this lease sooner than it would otherwise terminate.

8. The rights of either party hereunder may be assigned in whole or in part. By an assignment in part is meant an assignment as to only part of said land, or an assignment as to only a certain mineral or minerals, or an assignment as to only a certain mineral or minerals in part of said land. The provisions hereof shall extend to their heirs, successors and assigns of the parties hereto, but no change or division in the ownership of the lands, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights and privileges of lessee; offsetting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises, nor shall separate measurement of the production of any particular well or wells on the leased premises be in any event obligatory. No change or division in the ownership of the lands, rentals or royalties shall be binding on lessee for any purpose until lessee shall be furnished with satisfactory written evidence thereof, including the muniments of title or certified copies thereof. Should lessee assign this lease in whole or in part, lessor shall look solely to the assignee for the performance of its terms, or (if the assignment was in part) for the performance of its terms as to the acreage covered by the assignment, but only as to the mineral or minerals specified therein, if the assignment was limited to a certain mineral or minerals. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals is apportioned as between the several leasehold owners ratably, according to the surface area of each, and failure by one or more of them to pay his share or

shares of the rentals shall not affect the validity of the lease on the part of the land upon which pro rata rentals are paid or tendered. Drilling or production on any portion of the leased premises shall (so far as concerns the continuance of this lease) inure to the benefit of the owners of the lease upon all portions of the leased premises. Lessee may at any time, and from time to time, execute and deliver to lessor or place of record a release covering all or any portion or portions of the leased premises as to all or any specified mineral or minerals, and thereupon shall be relieved of all obligations as to the acreage surrendered, or as to that acreage as to only the particular mineral or minerals specified, as the case may be. After a release of this lease in its entirety as to only part of the acreage, the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by such release.

9. If there are, or if hereafter there shall be, two or more persons each of whom shall be entitled to receive a royalty of less than 1/8 of the total production, all such persons shall, by sufficient written instrument, designate some agent to receive payment for all of them, and lessee shall not be required to make payment to such persons, or any of them, until such instrument is furnished. However, in lieu of all such persons appointing the same agent, such persons may form themselves into different groups, those in each group appointing an agent to receive payment for only those in that group, provided that no group shall in the aggregate own a royalty of less than 1/8 of the total production.

10. This lease shall never be forfeited, cancelled or terminated for failure by lessee to perform in whole or in part any of its implied obligations, nor while oil or gas is being produced in paying quantities for any cause whatsoever, unless there shall first be a final judicial ascertainment that such obligation or cause exists and that lessee is in default. Upon such final determination, lessee is hereby given a reasonable time thereafter to comply with such obligation, or at lessee's election, to surrender the lease, with the option of reserving, under the terms of this lease, each producing well or well that is being drilled or reworked and ten acres surrounding it to be selected by lessee.

11. In case of suit, adverse claim, dispute or question as to the ownership of the rentals or royalties (or some part thereof) payable under this lease, lessee shall not be held in default of payment of such rentals or royalties (or the part thereof in doubt) until such suit, claim, dispute or question has been finally disposed of, and lessee shall have thirty (30) days after being furnished with the original instrument or instruments disposing of such suit, claim, or dispute (or a certified copy or copies thereof), or after being furnished with proof sufficient, in lessee's opinion, to settle such question, within which to make payment. Should the right or interest of lessee hereunder be disputed by lessor, or any other person, the time covered by the pendency of such dispute shall not be counted against lessee either as affecting the term of the lease or for any other purpose, and lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

12. When drilling or other operations are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or as a result of some order, requisition or necessity of the government, or as the result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding. Non-compliance, delay in compliance or incomplete compliance by lessee with any provision of this lease caused by lessee's obeying or performing any statute, regulation, rule or order enacted or issued for the conservation of oil and/or gas or the prevention of the waste of oil and/or gas shall not be considered a default on lessee's part and shall not render lessee liable to lessor for any loss, damage or injury suffered or sustained by lessee on account thereof. Should production temporarily cease on said land on account of a shutdown ordered by any public authority, this lease shall not terminate on that account but, on the contrary, it will be considered that oil and/or gas was produced from said land continuously during such shutdown, within the meaning of paragraph 2 hereof.

13. Lessor hereby warrants and agrees to defend the title to said land and agrees that lessee, at lessee's option, (but without any duty to do so), may pay and discharge in whole or in part any taxes, mortgages, or other liens upon said land or any part thereof, and in that event lessee shall be subrogated to such lien, with full right to enforce the same, and in addition thereto may retain for the satisfaction of such lien and interest all royalties or rentals accruing hereunder. The lessor shall pay directly, or reimburse lessee for, such proportion of any production and/or severance taxes, upon or measured by the total production or its value, as the royalty interest bears to the total interest. Without any impairment of lessee's rights under lessor's warranty of title it is agreed that if lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

IN WITNESS WHEREOF this instrument is executed on the date above written.

(L. S.) W. T. H. Shaffer (Seal)

Witnesses: Clara B. Shaffer (Seal)

J. M. Mooney

Elizabeth Fowler By J. W. Holsey

STATE OF SOUTH CAROLINA,
Colleton County

Personally appeared before me Elizabeth Fowler and made oath that she saw the within named Clara B. Shaffer and W. T. H. Shaffer sign, seal and as their act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that he, with J. M. Mooney witnessed the execution thereof.

SWORN to before me this 14th day of April 1944.

J. M. Mooney (L. S.)
Notary Public of S. C.

Elizabeth Fowler

(Seal affixed)

STATE OF SOUTH CAROLINA,
Colleton County

RENUNCIATION OF DOWER

I, J. M. Mooney, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Clara B. Shaffer the wife of the within named W. T. H. Shaffer 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 J. W. Holsey, his heirs and assigns, all her interest and estate, and also all her rights and claims of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 14th day of April Anno Domini 1944.

J. M. Mooney (L. S.)
Notary Public of S. C.

Clara B. Shaffer

THE STATE OF SOUTH CAROLINA,
COUNTY OF] ss.

I, ... Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the 10th day of October 19 44 at 11:10 o'clock P.M., and was duly recorded on this ..... day of ..... 19 ..., in the Deed Records of said County, in Volume ..... on pages .....

Given under my hand and seal of office on the day and year last above written.

..... Clerk, County Court ..... County, S. C.

By .....
Deputy.

88 (Texas) J. C. RICH TO J. W. HOLSEY Form P O-D

Oil and Gas Mining Lease

AN AGREEMENT, entered into this 14th day of April 1944, between J. C. Rich

lessor (whether one or more), of the post office of Islandton, South Carolina, and J. W. Holsey, Lessee.

1. Lessor, in consideration of the sum of Fifty and 65/100 Dollars ($50.65), in hand paid, and of the covenants and agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee, for the purpose of testing by any method for formations or structures and prospecting and drilling for, mining, and producing oil and gas, laying pipe lines, building tanks, storing oil and water resulting from operations hereunder, and building towers, stations, telephone lines and other structures (including houses for employees) thereon, to produce, save, take care of, treat, process and transport oil and gas, the following described land in Colleton County, South Carolina, to-wit:

All those tracts of land situate in Broxton Township, Colleton County, South Carolina, aggregating One Thousand Thirteen (1013) acres, more or less; being lands conveyed or devised to J. C. Rich as follows, to wit:

By deed of H. G. Herndon, dated 2 December 1940, recorded in Book 79, Page 428, in the Office of the Clerk of Court for Colleton County; by deed of I. A. Smoak, Judge of Probate, dated 7 July 1941, recorded in Book 81, Page 71, in said office; by deed of C. B. Herndon, dated 14 February 1941, recorded in Book 80, Page 57, in said office; by deed of M. E. Freeman, dated 18 June 1942, recorded in Book 83, Page 76, in said office; by deed of A. B. Folk, dated 20 October 1942, recorded in Book 83, Page 419, in said office; by deed of Mattie A. Folk, dated 10 December 1940, recorded in Book 79, Page 538, in said office; and lands devised to J. C. Rich under the Will of Annie Rich, dated 18 September 1916, and admitted to Probate on 3 August 1934 and recorded in Will Book 4, Page 221, in the Office of the Probate Judge for Colleton County, being lands conveyed to Annie Rich by deed of H. P. Bowman, Trustee, dated 1 February 1916, recorded in Book 43, Page 53, in the Office of the Clerk of Court for said County. EXCEPTING therefrom, however, a tract of thirty four (34) acres, more or less, conveyed by J. C. Rich to L. H. Padgett by deed recorded in Book 80, Page 311, in said office; and a tract of two (2) acres, more or less, conveyed by J. C. Rich to W. D. Oates by deed recorded in Book 84, Page 302, in said office.

Reference is here had to the records of said deeds for a more particular description.

For Cancellation See Deed Book 102 Page 202.

It is the intention of the lessor and lessee that this lease shall also include, and there is hereby included and leased for the purposes and considerations herein stated, all the land owned and claimed by lessor adjacent or contiguous to the land above described, whether in the same or different surveys. For the purpose of determining the amount of any money payment hereunder said premises shall be treated as comprising 1013 acres, whether there be more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten years from this date (hereinafter called "primary term") and as long thereafter as either gas or oil is produced from said land hereunder.

3. The royalties reserved by lessor, and which shall be paid by lessee, are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected; however, lessee may from time to time purchase such royalty oil, paying therefor the market price at the wells currently prevailing on the day it is run into the pipe line or storage tanks; lessor's interest in either case shall bear its proportion of any expense of treating unmerchantable oil to render it merchantable as crude; and (b) on gas (including casing-head gas) produced from said land and sold or used off the land or in the manufacture of gasoline or other product, the market value at the wells of one-eighth of the gas so sold or used, provided that if and when lessee shall sell gas (including casing-head gas) at the wells lessor's royalty thereon shall be one-eighth of the amount realized from such sales; during any period when, after a discovery of gas on said land, gas is not being sold on account of lack of a market, and is not being used off the land or in the manufacture of gasoline or other product, and there is no current production or operation on said land sufficient to keep this lease in force, lessee may pay as royalty Fifty Dollars ($50) per year for each shut-in gas well, and it will be considered that gas is being produced, within the meaning of paragraph 2 hereof, during any period for which such payment is made, and no rental shall more during any period covered by such a payment.

4. If drilling operations are not commenced on said land on or before one year from this date, this lease shall then terminate as to both parties, unless lessee shall pay or tender to lessor or to the credit of lessor in Farmers and Merchants Bank at Walterboro, South Carolina or any successor, the sum of Fifty and 65/100 Dollars ($50.65) (hereinafter called "rental"), which shall extend for 12 months the time within which drilling operations may be commenced. Thereafter, annually, in like manner, and upon like payments or tenders, the commencement of drilling operations may be further deferred for periods of 12 months, each during the primary term. The payments or tenders of rental may be made by the check or draft of lessee mailed or delivered on such bank or lessor (at post-office address last known to lessee) on or before the rental paying date. Notwithstanding any change or division in the ownership of said land, the payment or tender of rental in the manner herein provided shall be binding on the heirs, successors and assigns of lessor. If the bank above-named (or any successor) should fail or refuse to accept rental, or should cease to transact banking business without having a successor, lessee shall have thirty (30) days after lessor shall have delivered to lessee a proper recordable instrument designating a substitute bank (and its successors) as agent to receive rentals, within which to make payment or tender of any rental or rentals tendered but not accepted or whose normal date for payment shall fall before the end of said thirty (30) day period. Lessor shall advise lessee, by notice in writing, whenever the bank heretofore authorized to receive rentals shall be succeeded by another bank, and lessee shall have thirty (30) days after receipt of such notice, within which to make payment or tender of any rental or rentals whose normal date for payment shall fall before the end of said thirty (30) day period. All provisions applicable to the bank above-named (and its successors) shall apply to a sub-stitute bank and its successors. For the purposes of this lease, a bank is successor to another bank if the former bank shall (directly or by the medium of one or more intervening banks) receive the deposits or continue the banking business of the latter bank. The above-named bank and any other bank authorized to receive rentals hereunder shall be lessor's agent. Drilling operations hereunder shall be deemed to be commenced when the first material is placed on the ground.

5. If during the primary term and prior to the discovery of oil or gas on said land lessee should drill a dry hole thereon, this lease shall not be terminated thereby if lessee commences further drilling operations or commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following completion of the dry hole or, if there be no such rental paying date, commences further drilling operations before the expiration of the primary term. If after the discovery of oil or gas the production thereof should cease from any cause, this lease shall not be terminated thereby if lessee commences drilling or reworking operations within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date (if any) next ensuing after thirty (30) days following such cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as drilling or reworking operations (whether on the same well or on different wells successively) are continuously prosecuted and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land hereunder. Such operations, after the expiration of the primary term, shall be deemed to be continuously prosecuted if not more than sixty days shall elapse between the completion of drilling or reworking operations on one well and the commencement of drilling or reworking operations on another well.

6. Lessee shall have the free use of oil, gas and water from said land, except water from lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be on the net quantity after deducting any so used for operations. If lessee shall operate the leased premises jointly with other premises by a central plant or plants using oil or gas as fuel, and there be available such fuel (oil or gas) from the leased premises, then lessee shall have the right to allocate to the leased premises, for deduction as free fuel, their pro rata share of the total oil or gas consumed in such plant or plants as fuel. If in its judgment advantageous, lessee may use on separate operation of the leased premises or in such central plant fuel not available from the leased premises, or power, and charge its cost (or the proper pro rata portion thereof) against the production from the leased premises, but in no event may it charge more than the value (or the proper pro rata portion thereof) of that equivalent amounts of fuel from the leased premises which would have been used in the same operations, had fuel from the leased premises been employed therefor. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When requested by lessor, lessee will bury all pipe lines below ordinary plow depth in cultivated land, and no well shall be drilled within two hundred feet of any residence or barn now on said land without lessee's consent. Lessor shall have the privilege, at the risk and expense of lessor, of making connection and using gas from any gas well on said land for stoves and inside lights in the principal dwelling on said land out of any surplus gas not needed for operations hereunder.

7. As used in this paragraph "mineral" means other than oil or gas. If, while this lease remains in force, any mineral shall be discovered in said land in commercial quantities lessee, at lessee's option, shall have the exclusive right to mine the same with all incidental rights, including that of ingress and egress, so long as such mineral shall be produced in commercial quantities, and shall pay lessor a royalty in kind or value at the mine at lessee's election of one-eighth of all minerals so mined, except that the royalty on potassium and sodium salts and related compounds shall be that usually paid on their value at the mine on all mined and marketed. Production in commercial quantities of any mineral shall keep this lease in force also as to oil and gas and all minerals, and such production shall eliminate rental just as would production of oil or gas. In the event of the discovery of any mineral in sub-stantial quantities which lessee deems to be probably commercial, then, notwithstanding any provision of this lease under which it might sooner terminate, lessee shall be allowed three years after such discovery or after the cessation of the production, if any, of oil or gas, whichever event happens last, within which to determine the extent of the deposit of such mineral and, if such deposit shall be in commercial quantities, to begin commercial production of such mineral. The commercial production of mineral, begun during such three year period but after the primary term, shall have the same effects as though commenced during the primary term. Nothing contained in this paragraph is intended or shall be construed to shorten the primary term or to terminate this lease sooner than it would otherwise terminate.

8. The rights of either party hereunder may be assigned in whole or in part. By an assignment in part is meant an assignment as to only part of said land, or an assignment as to only a certain mineral or minerals, or an assignment as to only a certain mineral or minerals in part of said land. The provisions hereof shall extend to their heirs, successors and assigns of the parties hereto, but no change or division in the ownership of the lands, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights and privileges of lessee; oil-setting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises, nor shall separate measurement of the production of any particular well or wells on the leased premises be in any event obligatory. No change or division in the ownership of the lands, rentals or royalties shall be binding on lessee for any purpose until lessee shall be furnished with satisfactory written evidence thereof, including the muniments of title or certified copies thereof. Should lessee assign this lease in whole or in part, lessee shall look solely to the assignee for the performance of its terms, or (if the assignment was in part) for the performance of its terms as to the acreage covered by the assignment, but only as to the mineral or minerals specified therein, if the assignment was limited to a certain mineral or minerals. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals is apportioned as between the several leasehold owners ratably, according to the surface area of each, and failure by one or more of them to pay his share or

See Assignments over same Rec. Book 122

shares of the rentals shall not affect the validity of the lease on the part of the land upon which pro rata rentals are paid or tendered. Drilling or production on any portion of the leased premises shall (so far as concerns the continuance of this lease) inure to the benefit of the owners of the lease upon all portions of the leased premises. Lessee may at any time, and from time to time, execute and deliver to lessor or place of record a release covering all or any portion or portions of the leased premises as to all or any specified mineral or minerals, and thereupon shall be relieved of all obligations as to the acreage surrendered, or as to that acreage as to only the particular mineral or minerals specified, as the case may be. After a release of this lease in its entirety as to only part of the acreage, the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by such release.

9. If there are, or if hereafter there shall be, two or more persons each of whom shall be entitled to receive a royalty of less than 1/8 of the total production, all such persons shall, by sufficient written instrument, designate some agent to receive payment for all of them, and lessee shall not be required to make payment to such persons, or any of them, until such instrument is furnished. However, in lieu of all such persons appointing the same agent, such persons may form themselves into different groups, those in each group appointing an agent to receive payment for only those in that group, provided that no group shall in the aggregate own a royalty of less than 1/8 of the total production.

10. This lease shall never be forfeited, cancelled or terminated for failure by lessee to perform in whole or in part any of its implied obligations, nor while oil or gas is being produced in paying quantities for any cause whatsoever, unless there shall first be a final judicial ascertainment that such obligation or cause exists and that lessee is in default. Upon such final determination, lessee is hereby given a reasonable time thereafter to comply with such obligation, or at lessee's election, to surrender the lease, with the option of reserving, under the terms of this lease, each producing well or well that is being drilled or reworked and ten acres surrounding it to be selected by lessee.

11. In case of suit, adverse claim, dispute or question as to the ownership of the rentals or royalties (or some part thereof) payable under this lease, lessee shall not be held in default of payment of such rentals or royalties (or the part thereof in doubt) until such suit, claim, dispute or question has been finally disposed of, and lessee shall have thirty (30) days after being furnished with the original instrument or instruments disposing of such suit, claim, or dispute (or a certified copy or copies thereof), or after being furnished with proof sufficient, in lessee's opinion, to settle such question, within which to make payment. Should the right or interest of lessee hereunder be disputed by lessor, or any other person, the time covered by the pendency of such dispute shall not be counted against lessee either as affecting the term of the lease or for any other purpose, and lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

12. When drilling or other operations are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or as a result of some order, requisition or necessity of the government, or as the result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding. Non-compliance, delay in compliance or incomplete compliance by lessee with any provision of this lease caused by lessee's obeying or performing any statute, regulation, rule or order enacted or issued for the conservation of oil and/or gas or the prevention of the waste of oil and/or gas shall not be considered a default on lessee's part and shall not render lessee liable to lessor for any loss, damage or injury suffered or sustained by lessee on account thereof. Should production temporarily cease on said land on account of a shutdown ordered by any public authority, this lease shall not terminate on that account but, on the contrary, it will be considered that oil and/or gas was produced from said land continuously during such shutdown, within the meaning of paragraph 2 hereof.

13. Lessee hereby warrants and agrees to defend the title to said land and agrees that lessee, at lessee's option, (but without any duty to do so), may pay and discharge in whole or in part any taxes, mortgages, or other liens upon said land or any part thereof, and in that event lessee shall be subrogated to such lien, with full right to enforce the same, and in addition thereto may retain for the satisfaction of such lien and interest all royalties or rentals accruing hereunder. The lessor shall pay directly, or reimburse lessee for, such proportion of any production and/or severance taxes, upon or measured by the total production or its value, as the royalty interest bears to the total interest. Without any impairment of lessee's rights under lessor's warranty of title it is agreed that if lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

IN WITNESS WHEREOF this instrument is executed on the date above written.

(L. S.)

J. C. Rich (Seal)

Witnesses:

J. M. Hoover

Elizabeth Fowler

By J. M. Holsey (Seal)

STATE OF SOUTH CAROLINA,
Colleton County

Personally appeared before me Elizabeth Fowler and made oath that she saw the within named J. C. Rich sign, seal and as his act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that he, with J. M. Hoover witnessed the execution thereof.

SWORN to before me this 14th day of April 1944.

J. M. Hoover (L. S.)
Notary Public of S. C.

(Seal affixed)

Elizabeth Fowler

STATE OF SOUTH CAROLINA,
County

NO RENUNCIATION OF DOWER
Grantor unmarried

I, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named heirs and assigns, all her interest and estate, and also all her rights and claims of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of Anno Domini 194

Notary Public of S. C. (L. S.)

THE STATE OF SOUTH CAROLINA,
COUNTY OF

I, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the 10th day of October 1944 at 1:30 o'clock P. M. and was duly recorded on this day of 19 in the Deed Records of said County, in Volume on pages

Given under my hand and seal of office on the day and year last above written.

Clerk, County Court County, S. C.

By
Deputy.

KNOW ALL MEN BY THESE PRESENTS, That J. W. Holsey of the post office of Box 2, Cayuga, State of Texas, hereinafter called transferrer (whether one or more), for and in consideration of Ten and NO/100 Dollars, cash in hand paid by The Texas Company, a corporation of Delaware, does hereby sell, transfer and assign unto said The Texas Company, hereinafter called the Company, the following described oil, gas and mineral leases:

1 That certain Oil, Gas and Mineral Lease executed by Clara B. Shaffer and A. T. H. Shaffer in favor of J. W. Holsey, dated April 13, 1944, before attesting witness, Elizabeth Fowler, and notarized by J. M. Moorer, Notary Public for South Carolina, bearing upon the following described land located in Colleton County, South Carolina, to-wit:

All those tracts of land situate in Colleton County, South Carolina, aggregating Eight Hundred eighty seven and 76/100 (887.76) acres, more or less, being lands conveyed to Clara B. Shaffer and A. T. H. Shaffer by deeds recorded in the Office of the Clerk of Court for said County as Follows: C. W. Drawdy to Clara B. Shaffer, dated 17 March 1931, Book 66, page 478; Lucas C. Padgett Sheriff, to Clara B. Shaffer, dated 3 March, 1931, Book 65, page 430; A. L. Fishburne, Trustee, to Clara B. Shaffer, dated 23 February 1931, Book 65, page 417; J. G. Thompson to Clara B. Shaffer, dated____ February 1942, Book 83, page 355; F. S. Fennell, Sheriff, to Clara B. Shaffer, dated 16 November 1934, Book 69, page 299; A. J. Lemacks to A. T. H. Shaffer, dated 16 July 1909, Book 34, page 225; Clara B. Shaffer to A. T. H. Shaffer dated 10 October, 1922, Book 55, page 201, C. C. Anderson, Trustee to A. T. H. Shaffer, dated___October 1909, Book 33, page 64d; A. H. Wichamn, Executor of the Will of H. H. Wichamn, to A. T. H. Shaffer, dated 17 June, 1930, Book 65, page 289; H. S. Thayer to A. T. H. Shaffer, dated 10 April, 1926, Book 61, page 635; John Mackey et al to A. T. H. Shaffer, dated____February 1914 Book 40, page 63.

EXCEPTING there from, however, a tract of ten (10) acres leased by A. T. H. Shaffer to Mary Kirkpatrick by deed dated 23 September 1927, recorded in Book 74, page 269.

Reference is here had to the records of said deeds for a more particular description.

All of the above described land contains 887.76 acres of land, more or less.

2. Also, That certain Oil, Gas and Mineral Lease executed by J. C. Rich in favor of J. W. Holsey, dated April 14, 1944, before attesting witness, Elizabeth Fowler, and notarized by J. M. Moorer, Notary Public for South Carolina, bearing upon the following described land located in Colleton County, South Carolina, to-wit:

All those tracts of land situate in Broxton Township, Colleton County, South Carolina, aggregating One Thousand Thirteen (1013) acres, more or less, being land conveyed or devised to J. C. Rich as follows, to wit:

By deed of N. G. Herndon, dated 2 December 1940, recorded in Book 79, page 428, in the Office of the Clerk of Court for Colleton County; by deed of I. A. Smoak, Judge of Probate, dated 7 July 1941, recorded in Book 81, page 71, in said office; by deed of C. B. Herndon, dated 14 February 1941, recorded in Book 80, page 57, in said office; by deed of M. E. Freeman, dated 18 June, 1942, recorded in Book 83, page 76, in said office; by deed of A. B. Polk, dated 20 October, 1942, recorded in Book 83, page 419, in said office; by deed of Mattie H. Polk, dated 10 December 1940, recorded in Book 79, page 628, in said office; and lands devised to J. C. Rich under the Will of Annie Rich, dated 18 September 1916, and admitted to Probate on 3 August 1934 and recorded in Will Book 4, page 221, in the Office of the Probate Judge for Colleton County, being lands conveyed to Annie Rich by deed of H. F. Gowan, Trustee, dated 1 February 1916, recorded in Book 43, page 53, in the Office of the Clerk of Court for said County.

EXCEPTING therefrom, however, a tract of thirty four (34) acres, more or less, conveyed by J. C. Rich to L. H. Padgett by deed recorded in Book 80, page 311, in said office; and a tract of two (2) acres, more or less, conveyed by J. C. Rich to W. D. Gates by deed recorded in Book 84, page 302, in said office. Reference is here had to the records of said deeds for a more particular description.

All of the above described land contains 1013 acres of land, more or less.

3. Also, That certain Oil, Gas and Mineral Lease executed by W. S. Simons in favor of J. W. Holsey,

dated April 16, 1944, before attesting witness Mrs. C. H. Argle, and notarized by Katharine H. Doar, Notary Public for South Carolina, bearing upon the following described land located in Colleton County, South Carolina, to-wit:

All those tracts of land situate in Colleton County, South Carolina, aggregating One Thousand ninety two (1092) acres, more or less, being lands conveyed to W. S. Simons by deeds recorded in the Office of the Clerk of Court for Colleton County as follows, to wit:

by deed of Mary Moyle, dated 18 March 1941, Book 80 page 184; by deed of D. J. Vonlehe, dated 23 April 1941, Book 80, page 399; by deed of Mary V. Fraser; et al dated 2 May 1941, Book 80, page 563; by deed of W. J. McLeod Jr. dated 2 September 1941, Book 81, page 254; by deed of Ethel M. Padgett, dated 10 November 1942, Book 83, page 475; by deed of Julian DeTreville, dated 19 January 1943, Book 84, page 239. EXCLUDING from the acreage referred to in said deeds, however, a tract of One Hundred (100) acres, more or less, and a tract of ten (10) acres, more or less, conveyed by W. S. Simons to Julian DeTreville by deed dated 23 May 1941, Book 80, page 609.

Reference is here had to the records of said deeds for more particular descriptions.

All of the above described land contains 1092 acres of land, more or less.

For the same consideration, transferrer covenants with the Company that iasid leases are valid and subsisting and that all rentals and royalties due or payable thereunder have been duly paid, and transferrer further covenants to warrant and defend the title to said lease hold (s) and mineral rights in the land purported to be covered thereby against every person lawfully claiming or to claim the same or any part thereof, and the above covenants and the warranty shall be bindingon the heirs, successors or assigns of transferrer.

The Company shall have the right at any time, and from time to time, at its election to surrender or abandon said lease or leases or any of them, in whole or in part, without liability of any kind whatsoever and in case of such surrender or abandonment it may release the same and the Company, its successors or assigns, shall never at any time be obligated against its wish or option to drill or otherwise carry on operations under any lease.

IN WITNESS WHEREOF, this instrument is signed on this 18 day of April, 1944 .

Witnesses:

Elizabeth Fowler

J. M. Moorer

(,55 cents Federal Stamps)

J. W. Holsey (SEAL)

The Texas Company,
By R. C. Stewart Agent

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY APPEARED before me Elizabeth Fowler and made oath that she saw the within named J. W. Holsey sign, seal and as his act and deed deliver the within written assignment for the uses and purposes therein mentioned, and that she with J. M. Moorer witnessed the execution thereof.

Sworn to before me this
18th day of April 1944.

Elizebeth Fowler

J. M. Moorer (L.S.)
Notary Public for South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

RENUNCIATION OF DOWER.

I, J. M. Moorer, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Lota Holsey, the wife of the within named J. W. Holsey 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 The Texas Company, its successors and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Lota Holsey

Given under my Hand and Seal this 18th day of April, 1944
J. M. Moorer (L.S.)
Notary Public for South Carolina

Recorded October 10th at 1:30 P. M. 1944.

KNOW ALL MEN BY THESE PRESENTS, That J. W. Holsey of the post office Box 2, Cayuga, State of Texas, hereinafter alled transferrer (whether one or more), for and in consideration of Ten and NO/100 Dollars, cash in hand paid by The Texas Company, a corporation of Delaware, does hereby, sell, transfer and assign unto said The Texas Company, hereinafter called the Company, the following described oil, gas and mineral leases:

1 That certain Oil, Gas and Mineral Lease executed by Fitz Eugene Dixon in favor of J. W. Holsey, dated March 15th, 1944, before attesting witness, J. P. Marvin, and notarized by Katherine H. Doar, Notary Public for South Carolina, bearing upon the following described land located in Colleton County, South Carolina, to-wit:

Parcel 1: All that tract of land in Heyward Township, County of Colleton and State of South Carolina, known as "White Hall Plantation", measuring and containing Seven Hundred and Fifty-Six (756) acres, more or less, and being bounded as follows: On the North by lands now or formerly of B. Garrett, Joe Wright, and Savannah River Lumber Company; on the East by lands now of formerly of Lazarus Gertrude, Sam Fraser, Cuffie Middleton and Abram Dasher; on the South by lands now or formerly of Nat Sheppard, Cato Simmons, Martin and Abram Dasher, Marvin Brothers and Atlantic Coast Line Railroad Company separating same from lands now or foermerly of Mrs. Pearl Poyas; and on the West by lands now or formerly of B. Garrett; and having such shape, metesm courses and distances as will more fully appear by reference to a plat of said lands made by Chas. G. Bennett of date July, 1921; being the same lands conveyed by J. C. Guess to Harold W. Marvin, A. C. Sanders and S. B. Sanders by deed dated August 26th 1925, recorded September 2nd, 1925, in the RMC. Office for Colleton County, S. C. in book of deeds 87 at page 301; and being the same lands conveyed by Harold W. Marvin, A. C. Sanders and S. B. Sanders to Charles L. Lawrence by deed dated March 8th 1927, and recorded March 23, 1927, in the RMC. Office for Colleton County, S. C., in book of deeds 60 at page 229; and in the office of the County Auditor for Colleton County, S. C. in Book T at page 152

PARCEL 2. All of that tract of land situate in the County of Colleton and State of South Carolina containing fourteen acres, more or less, being one-fourth of lot NO. 32 Heyward Tract, and having such shape and form as are represented by a plat on record in the office of the Secretary of State being the same tract conveyed by the Sinking Fund Commission to Brown Staggers by deed dated 5 February 1881, and recorded in Vol, B. page 30, duplicate titles in said office, the said land being the same conveyed to D. W. Poyas by J. H. Moorer by deed dated August 29, 1916 and recorded in Book 40, page 676, RMC Office for Colleton County, being same lands conveyed to Jake Fryor by Mrs. D. W. Poyas by deed dated November 28, 1917, recorded September 18, 1918, in the RMC Office for Colleton County in Book 44, page 619; and being the same lands conveyed by Jake Fryor to Charles L. Lawrence by deed dated July 20th, 1929, and recorded July 24th 1929, in the RMC Office for Colleton County, S. C. in book of deeds 63 at page 110, and in the office of the County Auditor for Colleton County, S. C. in book U. at page 108.

PARCEL 3. All that tract of land in Blake Township, Colleton County, South Carolina, containing Twenty-three acres and bounded as follows: On the North by lands now or formerly of Estate of Brown Staggers and lands known as Bellinger; East by lands now or formerly of Est. Sam Fraser; South and West by lands now or formerly of J. C. Guess and Lazarus Gertrude, being same lands conveyed to Jake Fryor by D. W. Poyas by deed dated November 11, 19--probated November 25, 1916, and recorded September 16, 1918, in the RMC Office for Colleton County in Book 44, page 618; and being the same land conveyed by Jake Fryor to Charles L. Lawrence, by deed dated July 20th, 1929, and recorded July 24th, 1929, in the RMC Office for Colleton County, S. C., in book of deeds 63 at page 110, and in the office of the County Auditor for Colleton County, S. C. in Book U. at page 108.

PARCEL 4, All that tract of land situated in Blake Township, Colleton County, South Carolina near White Hall, containing thirty (30) acres, more or less, and bounded: North by lands of Emily M. G. Lawrence, formerly of Fraser, East by lands of Emily M. G. Lawrence formerly of John Robinson, South by lands of Emily M. G. Lawrence, formerly of W. R. Marvin, and West by lands now or formerly of Martin Dash; and being the same land conveyed by Cato Simmons and Jake Simmons to C. L. Lawrence by deed dated April 11th, 1930, and recorded April 15th, 1930, in the RMC Office for Colleton County, S. C., in Book of Deeds 64 at page 546, and in office of the County Auditor for Colleton County, S. C. in Book U. at page 156.

PARCEL 5, All that piece, parcel or tract of land situate, lying and being in Blake Township, County of Colleton, and State of South Carolina, containing five acres, more or less, and bounded as follows: North and east by White Hall Plantation, now owned by Emily G. M. Lawrence; South by lands now or formerly of Tenar Simmons; and West by lands now or formerly of Dean Simmons; and Being the same land conveyed by A. D. Dash, Martin Dash, Mary Sheppard, Martin Simmons, Freddie Simmons, Isaac Simmons, Maria Latman, Janie Simmons and Rebecca Sheppard to Charles L. Lawrence, by deed dated October 9th. 1929, and recorded December 10th, 1929, in the RMC. Office for Colleton County, S. C. in Book of deeds 62, at page 582; and in the Office of the County Auditor for Colleton County, S. C. in Book U. at page 129.

PARCEL6, All that piece, parcel or tract of land situate, lying and being in Blake Township, County of Colleton and State of South Carolina, containing Ten (10) acres, more or less, and bounded as follows: North by lands now or formerly of Sam Fraser; East by lands now or formerly of Susan Sheppard; South by lands now or formerly of W. R. Marvin; and West by lands now or formerly fo W. R. Marvin, formerly of Smith Leach; and being the same land conveyed vy Clarinda Fraser to Charles L. Lawrence, by deed dated January 8th, 1929, and recorded January 8th, 1929, in the RMC. Office for Colleton County, S. C. in Book of deeds 61 at page 587, and in the Office of the County Auditor for Colleton County, S. C., in Book U at page 70.

PARCEL 7: All that tract of land situated in Colleton County, South Carolina, Blake Township, containing two hundred (200) acres, more or less, and delineated on plat of Campbell & Lemocks, surveyors, dated April 1887 and recorded in Plat Book 1, at page 551, in the RMC Office for Colleton County, and bounded now or formerly as follows: Northwest and North by White Hall Plantation, plantation known as Pynes and lands of Moses Simmons, et al; East by Pynes Plantation; South by Pynes Plantation and Atlantic Coast Line Railroad; said tract being all of the lands lying to the North of said railroad conveyed to W. R. Marvin by deed of Hayerd Marvin, et al, dated 12 November 1924, recorded in Book 56, at page 278 of said office; and being the same land conveyed by W. R. Marvin to C. L. Lawrance by deed dated March 5th, 1929, and recorded March 18th 1929, in the RMC Office for Colleton County, S. C., in Book of Deeds 62 at page 467, and in the Office of the County Auditor for Colleton County, S. C., in Book U. at page 91.

PARCEL 8: All that piece, parcel or tract of land situate, lying and being in Blake Township, Colleton County, South Carolina, measuring and containing Seventeen (17) acres, more or less, and bounded on the North by lands now or formerly of Sam Fraser, on the East by lands now or formerly of Susan Shephard, on the South by lands now or formerly of Marvin; and on the West by lands now or formerly of Martin Dash, being same lands conveyed to W. R. Marvin by L. C. Padgett, Sheriff of Colleton County, by deed dated December the 31st 1928; and being the same lands conveyed by W. R. Marvin to Charles L. Lawrance by deed dated January 8th, 1929, and recorded January 8th, 1929, in the RMC Office for Colleton County, S. C. in Book of Deeds 61 at page 585, and in the office of the County Auditor for Colleton County, S. C. in Book U. at page 70.

PARCEL9: All that piece, parcel or tract of land situate, lying and being in Blake Township

Colleton County, South Carolina, measuring and containing ten (10) acres, more or less, and bounded on the North by lands of Nat Guillard; on the East by lands of Margaret Arvin; on the South by lands now or formerly of W. R. Marvin; and on the West by lands now or formerly of W. R. Marvin; and being the same land conveyed by W. R. Marvin to Charles L. Lawrence by deed dated March 5th 1971, and recorded March 6th 1971, in the RMC Office for Colleton County, S. C., in Book of Deeds 66 at page 426, and in the Office of the County Auditor for Colleton County, S. C., in Book U. at page 192.

The above nine (9) parcels of land being the same properties acquired by Emily M. G. Lawrance from Charles L Lawrance through deed from Charles L. Lawrance to Gerhard R. Gerhard, in Trust for Emily M. G. Lawrance, dated August 20th, 1935, and recorded August 23rd 1935, in the RMC Office for Colleton County, S. C. in Book of deeds 70 at page 219 and in the Office of the County Auditor for Colleton County, S. C., in Book V at page 147, and through deed from said Gerhard R. Gerhard to Emily M. G. Lawrance dated August 20th 1935, and recorded August 23rd 1935, in the RMC Office for Colleton County, S. C. in book of deeds 70 at page 221 and in the Office of the County Auditor for Colleton County, S. C. in Book V at page 148. The above nine parcels of land being the same properties conveyed to Fitz Eugene Dixon by Emily M. G. Lawrance by deed dated April 30th, 1937, and recorded May 29 1937 in the RMC Office for Colleton County, S. C., in Book of deeds 74, at page 17.

All that certain piece, parcel or tract of land situate, lying and being in the County of Colleton, State of South Carolina, measuring and containing Eleven and one-half (11½) acres, more or less, and being bounded on the North, East and South by lands of F. E. Dixon, known as White Hall Plantation, and on the West by lands of R. M. Jefferies. Said tract is the eastern half of a tract containing twenty-three (23) acres known as the Giles tract, and in the same tract conveyed to Martin Bush by A. Wichman by deed dated 1st March 1902 and recorded in the office of the Clerk of Court for Colleton County, South Carolina, in book of Deeds 22 at page 72. And being the same land conveyed by Martin Bush to F. E. Dixon by deed dated May 9, 1942, and recorded May 12, 1942, in the R. M.C. Office for Colleton County, S. C., in book of deeds 82 at page 531.

All that piece, parcel or tract of land situate, lying and being in Blake Township, Colleton County, South Carolina, measuring and containing Twenty-six (26) acres, more or less, and bounded as follows; to-wit: On the North by landsof Venter Morgan and Margaret Arvin; on the East by Middle Rice Field Canal, on the South by lands of the estate of Solomon White; and on the West by lands of the estate of Solomon White and of Dixon, formerly estate of B. Heyward, and being the same land conveyed by James Fields to F. E. Dixon by deed dated May 13, 1939, and recorded May 13, 1939, in the R.M.C. Office for Colleton County, S. C., in book of deeds 77 at page 109.

All that certain piece, parcel or tract of land situate, lying and being in the County of Colleton, State of South Carolina, measuring and containing Thirty-eight (38) acres, more or less, and bounded as follows: On the North by estate lan s of Solomon White; on the East by estate lands of Tom Coles; on the South by lands formerly of Jimmie Fields, now of F. E. Dixon; and on the West by lands of F. E. Dixon and Hollie Sheppard, and being the same land conveyed by Charles Arving to F.E.Dixon by deed dated June 16, 1939, and recorded June 16, 1939, in the R.M.C. Office for Colleton County, S. C., in book of deeds 77 at page 108.

All that certain parcel and lot of land situated, lying and being near White Hall, Colleton County, South Carolina, measuring and containing twelve (12) acres, more or less, and being bounded on all sides by the White Hall Plantation belonging to F. E. Dixon, and being known as the Calla Giles Tract. And being the same land conveyed by R. M. Jefferies to F. E. Dixon by deed dated October 16, 1943. Containing in all 1152.5 acres, more or less.
2. Also, That certain Oil, Gas and Mineral Lease executed by Annie S. Marvin in favor of J. W. Holsey, dated March 15th, 1944, before attesting Witness, Fitz Eugene Dixon, and Notarized by Katherine H. Boer, Notary Public for South Carolina, bearing upon the following described land located in Colleton County, South Carolina, to-wit:

All that piece, parcel or tract of land situate, lying and being in Blake Township, County of Colleton and State ofSouth Carolina, measuring and containing Twelve Hundred Thirty-one and 54/100 (1231.54) acres, more or less, and bounded on the North by Public Highway leading from Charleston to Savannah by landsnow or formerly of Mrs. M. S. Marvin, and landsof Zohler; on the East by Public Highway leading from White Hall to Hendersonville; and by lands now or formerly of Charles Trowell and estate of Dan Garrett; on the South by landsnow or formerly of estate Dan Garrett; and on the West by lands now or formerly of J. B. Heyward, of Combahee Company "White House Tract", and of estate of Joseph Marvin, all of which will more fully appear by reference to plat of said tract made by J. F. Buttall, C. E., of Date July 2, 1921, copy of which is on file with the Federal Land Bank of Columbia. Containing in all 1231.54 acres, more or less.

3. Also, That certain Oil, Gas and Mineral Lease executed by A. A. Marvin in favor of J. W. Holsey, dated March 15th, 1944, before attesting witness, Hal W. Marvin, and notarized by Katherine H. Boer, Notary Public forSouth Carolina, bearing upon the following described land located in Colleton County, South Carolina, to-wit:

All that tract of land situate, lying and being in the County of Colleton, State of South Carolina known as the "OAKVALE" Plantation, and containing one hundred and forty-two (142) acres of tide swamp rice fields, fifty-five (55) acres of uncleared swamp lands, and three hundred and thirteen (313) acres of high land, butting and bounding North on lands now or late of Mrs. E. H. Heyward, East on lands now or late of Myers and of Bissell; South on lands now or late of R. Heyward, and West on lands now or late of R. Heyward, of E. H. Heyward and of Mrs. E. H. Heyward as will more fully appear drawn by R. M. Bacot, Dep. Sur. in April 1852, and marked on said plat as "A", and being the same land conveyed by The Holsey Lumber Company to E. A. Marvin by deed dated February 1907, and recorded March 28, 1907 in the R.M.C. Office for Colleton County, S. C.,in book of deeds 29 at page 299.

All that river land running throughthe Heyward Tract known as Aynes Plantation, situate lying and being in Colleton County and State of South Carolina, measuring and containing Three Hundred and Thirty-Three (333) acres, more or less, more particularly described as that portion of the said tract included within the lines "AB", "BB", "BA", and "AA", as is represented in a map of said tract made by Sam'l P. Matthews, Surveyor, July 15th, 1872, and on file in the office of Secretary of State, being the same tract of land conveyed to me the said M. B. Marvin by Sarah H. Bissell by deed dated Jan. 2nd, 1900, and recorded in R.M.C. office for Colleton County in book 20, page 87. Also, all that portion of the said Aynes Plantation known as Fortune Corner, and said to contain about Thirty-five (35) acres, more or less, and which said Fortune Corner is said to be bounded on the North by lands of Giles and S. A. Marvin, East by the Public Road, South by Grove Plantation, the property of Harry Richards, and West by branch of Cockles Creek, being the same tract of land conveyed to me the said M. B. Marvin by Sarah H. Bissell by deed dated August 21st, 1900, and recorded in R.M.C. Office for Colleton County in book 21, Page 544. Said tract situate, lying and being in Colleton County and State of South Carolina. And being the same land conveyed by M. B. Marvin to E. A. Marvin by deed dated November 25, 1907, and recorded December 27, 1907 in the R.M.C. Office for Colleton County, S. C., in book of deeds 26 at page 696.

183

All that piece, parcel, or tract of land situate, lying or being in Blake Township, Colleton County, S. C., measuring and containing Ten (10) acres, more or less and bounded on the North by Jonas Smalls, on the East by Est. Richard Huginie and on the South and West by A. A. Marvin, and being the same land conveyed by Lucas C. Padgett, Sheriff of Colleton County, to A. A. Marvin by deed dated March 5, 1928, and recorded April 2, 1928 in the R.M.C. Office for Colleton County, S. C., in book of deeds 30 at page 560.

All that piece, parcel, or tract of land situate lying or being in Blake Township, Colleton County, South Carolina, measuring and containing Seventy-seven (77) acres more or less and bounded as follows, to-wit:- On the North by land of the Est. of Paul Polite and W. D. Boynton, on the East by lands of Paul Polite and W. D. Boynton, on the South by lands of Sarah Ellis and on the West by lands of Richard Huginon, and being the same land conveyed by R. S. Pennell, Sheriff of Colleton County, to A. A. Marvin by deed dated April 9, 1934, and recorded April 24, 1934 in the R.M.C. Office for Colleton County, S. C., in book of deeds 69 at page 4.

All that piece, parcel or tract of land lying and being in Blake School District, Colleton County, South Carolina, measuring and containing five (5) acres, more or less, and bounded as follows: North by Lewis Williams; East by Charlotte Wright; South by Monday Simmons; West by William McPherson, formerly land of Abel Wright; and being the same land conveyed by forfeited Land Commission to A. A. Marvin by deed dated February 26, 1941, and recorded February 26, 1941 in the R.M.C. Office for Colleton County, S. C., in book of deeds 80 at page 94.

All that piece, parcel or tract of land, lying and being in Blake School District, Colleton County, South Carolina, measuring and containing Six (6) acres, more or less, and bounded as follows: North by lands of A. F. H. Shaffer; East by lands of India Simmons; South by lands of Frank Bryant; West by lands of Frank Bryan; formerly lands of Lewis Williams; and being the same land conveyed by forfeited Land Commission to A. A. Marvin by deed dated September 10, 1941, and recorded September 18, 1941 in the R.M.C. Office for Colleton County, S.C., in book of deed 81 at page 301.

All that piece, parcel or tract of land, lying and being in Lowndes School District, Colleton County, South Carolina, measuring and containing Eleven (11) acres, more or less, and bounded as follows: North by lands of Frank Bryant; & Augenin; East by lands of Frank Bryant; South by lands of A. F. H. Shaffer; & Campbell; West by lands of Adam Campbell; formerly lands of Charlotte Wright; and being the same land conveyed by Forfeited Land Commission to A. A. Marvin by deed dated September 19, 1941, and recorded September 23, 1941 in the R.M.C. Office for Colleton County, S. C., in book of deeds 81 at page 323. Containing in all 987 acres, more or less.

4. Also, That certain Oil, Gas and Mineral Lease executed by Hal W. Marvin in favor of W. W. Moseley, dated March 10th, 1944, before attesting Witness, Mary Moy, and notarized by Katharine H. Doar, Notary Public for South Carolina, bearing upon the following described land located in Colleton County, South Carolina, to-wit:

All that Plantation or tract of land containing Three Hundred and Eighty-nine (389) acres, more or less, in Colleton County, State of South Carolina, which was formerly taken off from the Plantation called Vineyard, on the Northern part thereof, and conveyed by Nathaniel Heyward Sr. by release to his son, Nathaniel Heyward, bearing date the---day of----1814, and at the date of said release had such shape, marks, buttings and boundings as are fully delineated and set forth on a plat of the same made by John Diamond, Surveyor, attached to the said Release; Butting and bounding on the North on a Creek called Folly Creek; to the North-East and East on a Canal which separates it from a plantation of William Henry Heyward Called the "Reserve", being a part of the Vineyard Plantation cut off as above described; and West on Cockolds Creek, a branch of the Combahee River,as the same was conveyed by J. Fraser Mathews, Assignee of N. Heyward, in Bankruptcy, to Margaret Moultie, and others, by whom it was conveyed to J. Bennett Bissell. Being the same Plantation or tract of land as was conveyed to the late S. Anderson Marvin by Sarah H. Bissell by deed dated December 11, 1897, recorded January 14, 1898, in the RMC. Office for Colleton County, South Carolina, in Book of Deeds 18 at page 46. And being the same property conveyed by S. A. Marvin to Hal W. Marvin by deed dated April 17, 1916, and recorded in the RMC Office for Colleton County, S. C. April 24, 1916 in book of Deeds 43 at page 169.

All that piece, parcel or tract of land situate, lying and being in Blake Township, County of Colleton and State of South Carolina, containing 16-1/2 acres more or less, being a part of the Pines, or Heyward Tract, purchased by James G. Gibbs at Sheriff's sale, and bounded now or formerly as follows: By lands of H. S. Tarlton, of James Middleton, of J. G. Gibbs, of Lander Gordon, and of_____Richards. Being the same lands conveyed to Jerry Williams by James G. Gibbs by deed dated December 22, 1898, and recorded May 1, 1900, in the RMC, Office for Colleton County, S. C., in Book 20, at page 105.

ALSO, All that piece, parcel or tract of land situate, lying and being in Blake Township, Colleton County, and State of South Carolina containing 7-1/2 acres, more or less, being a part of the old Heyward or Pines Plantation, shown by plat attached to a deed from James G. Gibbs to Ezekial Richards, being the same lands conveyed to Ezekial Richards by James G. Gibbs by deed dated October 25, 1899, and recorded May 1, 1900, in the RMC Office for Colleton County, S. C., in Book 20, at page 104.

The two tracts above described being shown on plat of James G. Gibbs, dated Nov. 12, 1901, and the first tract shown on a plat of J. G. Gibbs, Surveyor, dated December 20, 1898.

The foregoing described two tracts of land being the same conveyed to T. D. Revenel by Jerry Williams and Ezekiel Richards by deed dated March 21, 1929, recorded March 30, 1929, in the RMC Office for Colleton County, S. C., in book 62, page 467.

ALSO, All that piece, parcel or tract of land situate, in Blake Township, in the County of Colleton and State of South Carolina, known as Lot NO. 36 of the Heyward Tract, containing Twenty-five (25) acres, more or less, and bounded now or formerly as follows; North by lands of Elge Shepherd; East by lands of Lundon Gordon; South by lands of Robert Tarleton; and West by lands of Cunnalier Wright; being the same lands conveyed to Paul Miles by C. G. Henderson, Master, by deed dated December 31, 1907.

ALSO, all that piece, parcel or tract of land situate in Blake Township, County of Colleton and State of South Carolina, containing ten (10) acres, more or less, and bounded now or formerly as follows: North by lands of Alijah Shepherd; East by lands of Jacob Peterburg; South by lands of James Singleton; West by lands of James Middleton; being the same lands conveyed to Paul Miles by Phillips Middleton by deeds dated November____1904, and March 9, 1906. The two tracts of land above described and conveyed being the same lands conveyed to James J. Burns by Paul Miles by deed dated May 28, 1927, recorded June 11, 1927, in the Clerk of Court and RMC. Office for Colleton County, S. C. in Book of Deeds 59, at page 609. The said two tracts of land above described being the same lands conveyed to T. D. Revenel by James J. Burns by deed dated May 6, 1929, recorded May 6, 1929, in the RMC Office for Colleton County, S. C.

in book 62, page 607.

ALSO, all that piece, parcel or tract of land situate, lying and being in Blake Township, Colleton County, and State of South Carolina, being a part of the Old Pynes Tract, and bounded now or formerly as follows: North by lands of John Grant; east by lands of Jerry Williams; South by lands formerly of W. B. Marvin; and West by Public Road, being the same lands conveyed to Joe Givens by C. H. Boynton by deed dated January the 5, 1918, recorded January the 14th 1918, in the RMC office for Colleton County, S. C. in Book 47, page 9. Also by deed to Joe Givens by C. H. Boynton dated October the 12, 1920, recorded December the 4th 1920 in said office in Book 50, at page 357, the said tract of land containing seven (7) acres, more or less. Being the same tract of land conveyed to T. B. Havenel by Joe Givens by deed dated May 27, 1929, recorded May 29, 1929, in the RMC office for Colleton County, S. C. in book 63, page 40.

ALSO, all that certain piece, parcel or tract of land situate, lying and being in Blake Township, County of Colleton, and State of South Carolina, containing fifty-six (56) acres, more or less, and bounded now, or formerly, as follows: North by lands of A. D. Robinson; east by lands of Thomas Smalls and Harry Richards; South by lands of estate of Manuel Willis and Eli Perry, and on the West by Pines old rice fields; being same lands conveyed to William Branford Frost by Catherine A. Robinson by deed dated April the 3, 1914, recorded April the 6th 1914, in the Clerk of Court and R. M. C. Office for Colleton County, South Carolina, in book 39, page 549, and by the said William Branford Frost devised to his wife, Anne Middleton Huger Frost by his will, bearing date May the 8, 1901, admitted to probate October 22, 1917, and duly recorded on October the 22, 1917, in Will Book Y, page 456, in the office of the Judge of Probate for Charleston County, S. C., and by the said Anne Middleton Huger Frost devised to Constance W. Frost and Alice W. Frost by her will dated January the 24, 1921, admitted to probate December the 5th 1922, and duly recorded December the 5th, 1922, in Will Book AA page 46, office of the Probate Judge for Charleston County, S. C. Being the same tract of land conveyed to T. B. Havenel by Constance W. Frost and Alice W. Frost by deed dated February 1d, 1930, recorded March 8, 1930, in the RMC Office for Colleton County, S. C. in Book 64, page 374.
The foregoing six tracts of land above described being the same property conveyed by T. B. Havenel to Hal W. Marvin by deed dated March 7, 1931, and recorded March 9, 1931 in the RMC Office for Colleton County, S. C. in Book of Deeds 66 at page 453-456.

All that piece, parcel, or tract of land situate, lying or being in Blake Township, Colleton County, South Carolina, measuring and containing Thirty (30) acres, more or less and bounded as follows, to-wit: Northby Hector Hugenin, East by Thomas Hugenin, and South and West by Eddie Allison and H. A. Marvin, and being the same property conveyed by Lucas C. Padgett, Sheriff of Colleton County, to H. W. Marvin, by deed dated October 19, 1931, and recorded October 19th, 1931, in the RMC. Office for Colleton County, S. C., in Book of Deeds 66, at page 156.

All that piece, parcel, or tract of land situate lying or being in Blake Township, Colleton County, S. C. measuring and containing (19) nineteen acres, more or less, and bounded on the North by Jane Cattle, on the east by Jim Fields, on the South by Lizzie Green, and on the West by Jimmie Burns and Ezikle Richardson, and being the same property conveyed by Lucas C. Padgett, Sheriff of Colleton County, to H. W. Marvin, by deed dated February 22, 1929, and recorded April 23, 1929, in the RMC Office for Colleton County, S. C. in book of Deeds 30, at page 56d,

All that piece, parcel or tract of land situate, lying and being in Blake Township County of Colleton and State of South Carolina, containing twenty-five and three-fourths (25/3-4) acres, more or less, and bounded North by lands of Maulsey Kerr, East by lands of Jane Cattel, South by lands of Harold W. Marvin, formerly Elge Sheppard, and west by lands of Harold W. Marvin, formerly Miley Drayton. Said lands being shown on a plat made for Harold W. Marvin by C. S Durant, surveyor, of date April 1930, and the twenty-five and three-fourths (25-3/4) acres herein conveyed being a portion of a seventy-five acre tract belonging to Anne Carrie, who being the sold heir at law of Primus Dunnis, who formerly owned the said property, and being the same property conveyed by Jane Cattle to Harold W. Marvin, by deed dated May 19, 1930, and recorded June 30, 1930, in the RMC Office for Colleton County, S. C. in book of Deeds 64, at page 376.

All that piece, parcel or tract of land situate, lying and being in Blake Township, Colleton County, S. C. containing twentytwo acres,more or less, being Lot NO 47 of the Pines, or Hayward Tract, and hath such shape and forms as are represented by a plat of the said tract on file in the office of the Secretary of State. Being same lands conveyed by State of South Carolina to James Drayton by deed dated March the 9th, 1878. And being the same property conveyed by James Sheppard to Harold W. Marvin by deed dated June 15, 1929, and recorded June 17, 1929 in the RMC Office for Colleton County, S. C. in book of deeds 63, at page 66.

All that piece, parcel or tract of land situate, lying and being in Colleton County, South Carolina, containing eleven (11) acres, more or less, and known as Lot NO. 67 of the Hayward tract, as per plat on record in the office of the Secretary of State, and bounded now or formerly by lands of Sarah Brown, Manuel Colter, M. S. and J. W. Tarleton, Broson Shope, and Daniel Bennett, being the same lands conveyed to James Frield by William S. Smalls by deed dated July 19, 1929, recorded July 22, 1929 in the RMC Office for Colleton County, S. C., in book 63, at page 112. And being the same property conveyed by James Fields to H. W. Marvin by deed dated January 31st, 1930, and recorded April 14th, 1930 in the RMC Office for Colleton County, S. C., in Book of Deeds 64 at page 539.

All that piece, parcel, or tfact of land situate, lyig and being in the County of Colleton and State of South Carolina, containing twelve (12) acres, more or less, and bounded on the North by lands of Primus Dennis; East by lands of Grove Boles; South by lands of Jim Middleton; and West by lands of Elijah Shephord. Being the same lands conveyed to Walterboro Live Stock & Vehicle Company by Catherine Singleton by deed dated 31 March 1914, recorded 13 April, 1914, in the RMC Office for Colleton County, South Carolina, in Book 40, at page 52, and by the Walterboro Live Stock & Vehicle Company conveyed to James Fields by deed dated 10 December, 1921, and recorded in the RMC Office for Colleton County in Book 52, at page 314. And being the same property conveyed by James Fields to Hal W. Marvin by deed dated June 1st, 1929, and recorded July 16, 1929 in the RMC Office for Colleton County, S. C. in Book of Deeds 63 at page 107.

All that piece, parcel, or tract of land situate in Colleton County, State aforesaid, containing Twenty (20) acres, more or less, bounded on the North by lands of Lizzie Green; on the East by lands of James Middleton and Liza Sheppard; on the South by lands of Gusbus Wright; and on the West by lands of Smart Wright, being a part of the Pynes tract. Said tract of land having been conveyed to Cornelius Middleton by Harry Richards by deed dated May___,1907, and recorded in the RMC Office for Colleton County in Book 32, at page 66. And being the same property conveyed by Adeline Middleton to Hal W. Marvin by deed dated May 11, 1929, and recorded May 29, 1929, in the RMC. office for Colleton County, S. C., in Book of Deeds 63 at page 39.

All that piece, parcel or tract of land situate, lying and being in Blake Township, Colleton County, South Carolina, measuring and containing thirty-five (35) acres, more or less, with the

buildings thereon, and bounded as follows: North by lands of Jim Middleton; East by lands of Jim Richards; South by lands of Pine Swamp; and West by lands of Cornelius Middleton, said tract of land being known as Lot NO. 42 of the Hayward Tract as was conveyed by the State of South Carolina to Cumming Wright by deed dated February 14, 1879, and recorded in Book 19, page 216, the said Cumming Wright being the same person as Quebner Wright, and being the same premises conveyed by the said Quebner Wright et al to S. J. Brandy by deed dated April 13, 1926, recorded April 14, 1926, in the RMC Office for Colleton County, South Carolina, in Book 5W, at page 159. And being the same property conveyed by Charlott Frazier to Harold W. Marvin by deed dated July 16, 1929, and recorded July 24, 1929, in the RMC Office for Colleton County, S. C., in Book of Deeds 63 at page 116.

All that piece, parcel or tract of land, lying and being in Bluke Township, Colleton County, South Carolina, measuring and containing Twenty-three (23) acres, more or less, and bounded North by lands of Lish Richards and Hal W. Marvin; east by Silver Swamp and S. A. Marvin; South by lands of Adny Giles and Hal Marvin; and West by lands of Hal Marvin and Pine Swamp, and being the same property conveyed by S. L. Rhodes, Sheriff for Colleton County, to Hal W. Marvin by deed dated February 18, 1936, and recorded February 25, 1936 in the RMC Office for Colleton County, S. C., in book of Deeds 71 at page 119.

All that piece, parcel, or tract of land situated, lying and being in Bluke Township, Colleton County, and in the state aforesaid, containing five (5) acres, more or less, and being bounded on the North by lands of the estate of Paul Drayton; East by lands of the estate of Cornelius Middleton; South by the estate of Mrs. Mollie Wright; West by Pynes Swamp. Said land was formerly purchased by L. S. Smith from Quebner Wright by deed recorded in the office of the Clerk of Court for Colleton County 9 December, 1920, in book 50, at page 369, and is the same land conveyed by L. S. Smith to Bennett Bros, by deed dated 21 January 1921 and recorded in the RMC Office for Colleton County in Book 48, at page 620, and being the same property conveyed by B. H. Bennett and A. H. Bennett to Hal W. Marvin by deed dated May 27, 1929, and recorded May 29, 1929 in the RMC Office for Colleton County, S. C. in book of Deeds 63 at page 37.

All that piece, parcel or lot of land, together with the buildings thereon, situate, lying and being in Bluke Township, County of Colleton and State of South Carolina, measuring and containing One (1) acre, more or less, and bounded as follows: North by land of Isaac Richards and Grant; East by Public Road; South by lands of C. A. Robinson; and West by Pines old Rice Field. Being lands conveyed by Picken-Jordan Company to J. H. Hamlin, now deceased, by deed dated___day of February 1919, and recorded 12th day of March 1919 in the RMC Office for Colleton County in Book 49, at page 116, and the grantors herein being the sole heirs at law of the said J. H. Hamlin, now deceased. And being the same property conveyed by Mrs. Minnie Hamlin, T. H. Hamlin and J. K. Hamlin to Harold W. Marvin by deed dated June 15, 1929, and recorded July 24, 1929 in the RMC Office for Colleton County S. C. in Book of Deeds 63, at page 115.

All that piece, parcel or tract of land, lying and being in Bluke School District, Colleton County, South Carolina, measuring and containing Five (5) acres, more or less, and bounded as follows: North by lands of Tom Smalls; East by lands of Tom Richards; South by lands of Tom Richards; West by lands of Isaac Richards. And being the same property conveyed by S. L. Rhodes, Sheriff for Colleton County, to Forfeited Land Commission by deeddated April 23, 1937, and recorded January 4th, 1938, in the RMC Office for Colleton County, S. C., in Book of Deeds 75 at page 37.

Containing in all 721-3/4 acres, more or less.

For the same consideration, transferror covenants with the Company that said lease (or leases) is (are) valid and subsisting and that all rentals and royalties due or payable thereunder have been duly paid; and transferror further covenants to warrant and defend the title to said leasehold (s) an mineral rights in the land purported to be covered thereby against every person lawfully claiming or to claim the same or any part thereof, and the above covenants and the warranty shall be binding on the heirs, successors or assigns of transferror.

The Company shall have the right at any time, and from time to time, at its election to surrender or abandon said lease or leases or any of them, in whole or in part, without liability of any kind whatsoever and in case of such surrender or avandonment it may release the same, and the Company, its successors or assigns, shall never at any time be obligated against its wish or option to drill or otherwise carry on operations under any lease.

IN WITNESS WHEREOF, this instrument is signed on this 18th day of March 1944.

J. W. Holsey

Witnesses:

Geo A. Gammill

THE TEXAS COMPANY,
by D. A. Hughes Agent

Kathrine H. Doar.

THE STATE OF SOUTH CAROLINA

COLLETON COUNTY

Personally appeared before me Geo. A. Gammill and made oath that he saw the within named J. W. Holsey sign, seal and as his act and deed deliver the within written Assignment; and that he with Katharine H. Doar witnessed the execution thereof.

Geo. A. Gammill

Sworn to before me this 18th day of March, A. D. 1944

Kathrine H. Doar
Notary Public for South Carolina
(SEAL AFFIXED)

THE STATE OF SOUTH CAROLINA

COLLETON COUNTY

I, J. M. Moorer a Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Lete Holsey, the wife of the within named J. W. Holsey, 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, release, and forever relinquish unto the within named The Texas Company, its Heirs and Assigns all her interest and estate, and also all her right and clim of dower, of, in or to all and singular the premises within mentioned.

Lete Holsey

Given under my Hand and Seal, this 10th day of April, Anno Domini 1944
J. M. Moorer (L.S.)
Notary Public for South Carolina
My commission expires at the pleasure of the Governor.
(SEAL AFFIXED)

Recorded at 1:30 P. M. October, 1944.

KNOW ALL MEN BY THESE PRESENTS, That I, J. W. Holsey, husband of Lota Holsey, of the post office of Box 2 Cayuga, State of Texas, hereinafter called transferrer, for and in consideration of one and NO/100 ($1.00) Dollar cash in hand, and other good and valuable considerations, receipt of which is hereby acknowledged, paid by The Texas Company, a corporation of Delaware, do hereby sell, transfer and assign unto said The Texas Company, hereinafter called the Company, its successors and assigns, the following described oil, gas and mineral leases and all my rights thereunder:

1 That certain oil and gas mining lease dated May 12, 1944, executed by M. A. Durham in favor of J. W. Holsey, Lessee, the execution of which was proved by Elizabeth Fowler, one of the subscribing witnesses, before J. M. Moorer, Notary Public for South Carolina, on May 12, 1944 covering and bearing upon the following described land situated in Colleton County, South Carolina, to-wit:

All those tracts of land situate in Colleton County, South Carolina, Four Thousand Four Hundred Twenty (4,420) acres, more or less, mentioned or described in title deeds to M. A. Durham, dated and recorded in the Office of the Clerk of Court for said County as follows, (the acreage stated as to each tract of land being more or less and mentioned for the purpose of identifying the tract of land) to wit:

GRANTOR	DATE	BOOK & PAGE OF RECORD		ACREAGE
I. A. Smoak, Probate Judge.	1/13/34	68/461	Tract NO. 5	448.
			" " 6	30
			" " 7	12
			" " 8	31
			" " 9	1
			" " 10	82
			" " 11	270
B. L. Rhodes, Sheriff	12/6/35	70/476		25
Josephine J. Keyser	9/23/36	72/549		253
Laura Daniels Williams	11/2/35	73/201		5
R. M. Jefferies	12/9/37	74/509		549
Forfeited Land Commission	1/13/40	76/87	" " 2	5
" " "	1/13/40	78/109		21
Joe C. Thomas	5/ 40	78/537		222
W. E. Spell	5/11/40	78/714		229
Forfeited Land Commission	10/5/40	79/283	" " 2	14
Colleton Naval Stores Company	1/3/41	79/358	" " 1	30
			" " 2	60
			" " 3	64
			" " 4	20.6
			" " 5	389
			" " 6	28
			" " 7	69
			" " 8	160
			" " 9	28
			" " 10	91
			" " 11	89.6
			" " 12	56
			" " 13	32
			" " 14	14
			" " 15	5
C. A. Fourifoy et al	3/3/41	80/169	" " 1	40
			" " 2	30
I. A. Smoak, Probate Judge	3/15/41	80/193		180.2
Annie Lee Wilson	7/7/41	81/61		39
J. W. Thomas	8/1/41	81/166		26
N. F. Smoak	9/5/41	81/259		157
S. Kate Frelix	9/29/41	81/491		180.6
L. S. Mitchell	11/24/41	82/25	" " 1	270
			" " 2	25
			" " 3	14
S. S. Snook	7/18/42	83/170		90
J. M. Moorer, S. Referee	4/6/43	82/421		11
T. D. Smoak	1/15/44	86/62		80
			Total Acreage	4,419.8

Reference is here had to the record of said deeds for more particular descriptions.

All of the above described land contains 4,420 acres, more or less.

2. That certain oil and gas mining lease dated May 12, 1944, executed by M. H. Hiott in favor of J. W. Holsey, Lessee, the execution of which was proved by Nancy M. Cantey, one of the subscribing witnesses, before J. M. Moorer, Notary Public for South Carolina, on May 15, 1944, covering and bearing upon the following described land situated in Colleton County, South Carolina, to wit:

All those tracts of land situate in Colleton County, South Carolina, aggregating 3.695 acres, more or less, mentioned or described in title deeds to M. H. Hiott, dated and recorded in the office of the Clerk of Court for said county as follows, (the acreage stated as to each tract of land being more or less and mentioned for the purpose of identifying the tract of land) to wit:

GRANTOR	DATE	BOOK & PAGE OF RECORD	ACREAGE
M. H. Hiott	12/10/88	5/224	27
George Moorer	4/30/93	17/516	22
Nancy Fields	1/17/99	19/330	58
L. G. Owens, Sheriff	7/28/00	19/518	12
L. G. Owens, Sheriff	7/28/00	19/520	100
Annie Cone	2/8/06	26/241	1
Ella Wright	3/15/07	29/399	15
Annie Cone	12/21/08	32/35	133
Silas Richardson	10/ 17/08	33/187	6 1/2
Simon Richardson	11/16/08	33/188	8 1/2
John Richardson	1/4/11	37/108	8 1/2
Stobo Squires	9/27/09	33/349	46
Harriett M. Hiott	1/28/10	33/633	100
Mack Washington	2/7/11	37/61	15
C. G. Henderson Master	9/8/11	30/109	196 1/4
Daphen Warren	6/14/	36/196	15

Silas Richardson et al	1/28/13	39/69	20	
Lanar Tucker	12/20/13	38/422	10	
Elizzer Fields	6/24/14	40/182	7	
Peter Adams et al	11/17/14	20/250	13	
Frank Ackerman, et al	10/24/14	40/267	7	
Oriel Robertson	12/17/14	40/306	(28	
			(10	
H. M. Jefferies, Master	5/5/15	41/315	4	
J. W. Kager	11/12/15	42/61	50	
Edward Tucker	6/26/17	44/251	15	
A. J. Lucas	11/24/19	48/422	37 1/2	
Geneva Patrick	11/1/20	50/371	58 1/2	
A. O. Hiott	2/12/21	50/460	8 3/4	
H. M.Jefferies, Probate Judge	1/26/22	30/370	80	
" " " "	4/10/22	30/376	60	
H. L. Beach et al	10/21/22	55/34	(60	
			(2	
Isiah Bennett	3/29/23	55/270	82	
Annie Brooks	1/31/24	53/485	21 1/2	
Mary J. Carter	9/8/23	55/489	33 1/3	
Ben Haynes	3/29/24	55/490	2	
Christoper Heyward	9/24/23	55/493	7 1/2	
Asbury Lee	11/16/25	57/376	7 1/2	
O. Logan Glover	7/15/24	55/618	400	
C. C. Hiott	2/14/23	52/572		
		Tract NO2	19 1/2	
		" 3	87 1/2	
		" 4	50	
		" 5	5	
		" 6	78	
		" 7	5	
		" 8	65	
		" 9	15	
		" 10	104	
		" 12	55	
		" 13	127	
		" D	226	
		" E	198	
		" O	196	
H. M. Jefferies, Probate Judge	7/13/23	55/603	6	
" " Master	1/9/26	57/447	150	
A. C. Craven et al	2/6/26	57/571	42	
Farmers & Merchants Bank	6/10/26	57/572	31	
L. C. Padgett, Sheriff	10/8/26	30/532	110	
" " " "	10/8/26	30/533	1	
" " " "	11/12/26	30/534	39	
Charlie Hiott	12/22/26	59/339	86	
J. W. Weeks	1/22/27	59/387	52	
Louise Fishburne	6/22/27	59/678	14 1/2	
Mrs. Ola Weeks	1/9/28	61/127	(61	
			(25	
L. C. Padgett Sheriff	3/1/29	30/565	12	
I. A. Snoaks, Probate Judge	10/8/29	63/497	4	
Mrs. Estelle Bootle	12/16/29	64/29	(6	
			(2	
C. E. Perry	5/16/30	64/604	5	
B. . Rhodes Sheriff	1/3/38	75/68	7	
Carrie Ford	6/6/39	77/467	19	
B. L. Rhodes Sheriff	12/21/40	81/37	13	
B. L. Rhodes Sheriff	12/21/40	81/55	4	
		Total Acreage	3,685.83	
Less:				
Grantee				
O. G. Bridge et al trustees	1/17/38	77/284	4	
Trustees of Oak Grove Church	12/26/42	84/116	13/4	
U. S. A. Through Condemnation				
Alice Roper	2/1/43	86/222	31 1/2	
M. K. Seigler et al	9/8/34	71/227	46	
H. M. Benton	9/8/19	50/393	2	
Sally Martin	10/4/23	55/711	2	
W. M. Simmons	12/1/25	59/587	4	
Regina Tucker	4/2/31	66/545	2	94.25
		Net Acreage		3,594. 58

Reference is here had to the record of said deeds for more particular descriptions.

All of the above described land contains 3,595 acres, more or less.

3. That certain oil and gas mining lease dated May 12, 1944, executed by May H. Hiott in favor of J. W. Halsey, Lessee, the execution of which was proved by Nancy M. Cantey, one of the subscribing witnesses, before J. M. Moorer, Notary Public for South Carolina, on May 15, 1944, covering and bearing upon the following described land situated in Colleton County, South Carolina, to wit:

All those tracts of land situate in Colleton County, South Carolina, aggregating 1221 acres, more or less, mentioned or described in title deeds to May H. Hiott, dated and recorded in the Office of the Clerk of Court for said county as follows, (the acreage stated as to each tract of land being more or less and mentioned for the purpose of identifying the tract of land), to wit:

GRANTOR	DATE	BOOK & PAGE OF RECORD	ACREAGE
Flossie Fraser	11/22/34	34/418	30
Jane Adams	11/22/34	34/419	35
M. O. Hiott	8/15/24	55/719	(110
			(27
H. M. Weeks	11/17/26	57/618	73
M. H. Weeks	2/26/41	80/152	(157
			(749 1/4
		Total Acreage	1221 1/4

Reference is here had to the record of said deeds for more particular descriptions.

All of the above described land contains 1221 acres, more or less.

4. That certain oil and gas mining lease dated May 12, 1944, executed by May H. Hiott and Louise Hiott in favor of J. W. Holsey, Lessee, the execution of which was proved by Nancy M. Cantey, one of the subscribing witnesses, before J. M. Moorer, Notary Public for South Carolina, on May 15, 1944, covering and bearing upon the following described land situated in Colleton County, South Carolina, to wit:

All those tracts of land situate in Colleton County, South Carolina, aggregating 282 acres, more or less, mentioned or described in title deeds to May H. Hiott and Louise Hiott, dated and recorded in the Office of the Clerk of Court for said county as follows, (the acreage stated as to each tract of land being more or less and mentioned for the purpose of identifying the tract of land) to wit:

GRANTOR	DATE	BOOK & PAGE OF RECORD	ACREAGE
Minda Williams	7/14/41	84/322	5
M. H. Hiott	2/26/41	80/96	(192
			(85
		TOTAL ACREAGE.	282

Reference is here had to the record of said deeds for more particular descriptions.

All of the above described land contains 282 acres, more or less.

5. That certain oil and gas mining lease dated May 12, 1944, executed by Louise Hiott in favor of J. W. Holsey, Lessee, the execution of which was proved by Nancy M. Cantey, one of the subscribing witnesses, before J. M. Moorer, Notary Public for South Carolina, on May 15, 1944, covering and bearing upon the following described land situated in Colleton County, South Carolina to wit:

All those tracts of land situate in Colleton County, South Carolina aggregating 225 acres, more or less, mentioned or described in title deeds to Louise Hiott, dated and recorded in the Office of the Clerk of Court for said county as follows, (the acreage stated to each tract of land being more or less and mentioned for the purpose of identigying the tract of land) to wit:

GRANTOR	DATE	BOOK AND PAGE OF RECORD	ACREAGE
I. A. Snook, Probate Judge	1/22/36	71/11	33
I. D. Crosby	2/13/34	69/96	51 1/4
Rachel Utsey et al	3/8/28	61/223	95
I. A. Snook, Probate Judge	1/11/36	76/65	46
		Total Acreage	225.25

Reference is here had to the record of said deeds for more particular descriptions.

All of the above described land contains 225 acres, more or less.

6, That certain oil and gas mining lease dated May 12, 1944, executed by Jessie H. Howe, nee Hiott, in favor of J. W. Holsey, Lessee, the execution of which was proved by Nancy M. Moorer, one of the subscribing witnesses, before J. M. Moorer, Notary Public for South Carolina, on May 15, 1944, covering and bearing upon the following described land situated in Colleton County, South Carolina, to wit:

All those tracts of land situate in Colleton County, South Carolina, aggregating 1281 acres, more or less, mentioned or described in title deeds to Jessie H. Howe, nee Hiott, dated and recorded in the Office of the Clerk of Court for said county as follows, (the acreage stated as to each tract of land being more or less and mentioned for the purpose of identifying the tract of land(to wit:

GRANTOR	DATE	BOOK & PAGE OF RECORD	ACREAGE
M. H. Hiott	6/13/39	77/217	960
M. H. Hiott	9/9/38	77/299	(75
			(114
Sara A. Fields	3/26/32	66/556	73
W. S. Pennell, Sheriff	11/28/34	71/9	60
W. S. Pennell, Sheriff	11/28/34	71/10	7
		Total Acreage	1289
Less			
Grantee			
H. H. Ackerman	8/7/39	77/283	6
H. L. Ackerman	10/2/41	85/106	2.1
		Net Acreage	1280.9

Reference is here had to the record of said deeds for more particular descriptions.

All of the above described land containing 1281 acres, more or less.

7, That certain oil and gas mining lease dated May 12, 1944, executed by RuthH. Cooler, nee Hiott, in favor of J. W. Holsey, Lessee, the execution of which was proved by Nancy M. Cantey one of the subscribing witnesses, before J. M. Moorer, Notary Public for South Carolin, on May 15, 1944, covering and bearing upon the following described land situated in Colleton County, South Carolina, to wit:

All those tracts of land situate in Colleton County, South Carolina aggregating 1382 acres, more or less, mentioned or described in title deeds to Ruth H. Cooler, nee Hiott, dated and recorded in the Office of the Clerk of Court for said county as follows, (the acreage stated as to each tract of land being more or less and mentioned for the purpose of identifying the tract of land) to wit:

GRANTOR	DATE	BOOK AND PAGE OF RECORD	ACREAGE
M. H. Hiott	12/22/43	86/60	135
M. H. Hiott	4/12/39	77/34	597
M. H. Hiott	9/9/38	76/298	60
			500
Alfred Chisolm	2/6/31	66/471	62
Elizabet Smalls	1/10/30	64/142	40
		Total acreage	1394
Less Grantee			
James S. Millan, et al	8/20/42	83/336	12
		Net Acreage	1382

Reference is here had to the record of said deeds for more particular descriptions. All of the above described land contains 1382 acres, more or less.

TO HAVE AND TO HOLD all and singular the said leases and all the right, title and interest of the said transferrer thereunder, unto the said The Texas Company, its successors and assigns forever.

For the same consideration the transferrer covenants with the Company that said leases are valid and subsisting and that all rentals and royalties due and payable thereunder have been duly paid; and transferrer further covenants to warrant and defend the title to said lease-holds and mineral right in the land purported to be conveyed thereby against every person lawfully claiming or to claim the same or any part thereof and the above covenants and the warranty shall be binding on the heirs, successors or assigns of transferrer.

The Company shall have the right at any time, and from time to time, at its election to surrender or abandon said leases or any of them in whole or in part without liability of any kind whatsoever, and in case of such surrender or abandonment it may release the same and the Company, its successors or assigns shall never at any time be obligated against its wish or option to drill or otherwise carry on operations under any lease.

IN WITNESS WHEREOF, this instrument is signed, sealed and delivered in the presence of the undersigned witnesses on this the 22nd day of May, 1944.

Witnesses:

Elizabeth Fowler

J. M. Moorer

J. W. Holsey (SEAL)

The Texas Company,
By R. C. Stewart

P.20 Fed Stamps affixed

THE STATE OF SOUTH CAROLINA

COLLETON COUNTY

PERSONALLY appeared before me Elizabeth Fowler and made oath that she saw the within named J. W. Holsey sign, seal, and as his act and deed deliver the within written instrument; and that she with J. M. Moorer witnessed the execution thereof.

Elizabeth Fowler

SWORN to before me this 22nd day of May A. D. 1944

J. M. Moorer
Notary Public for South Carolina
(SEAL AFFIXED)

THE STATE OF SOUTH CAROLINA

COLLETON COUNTY

I, J. M. Moorer, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Leta Holsey, the wife of the within named J. W. Holsey, 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 The Texas Company, its successors and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Leta Holsey

Given under my Hand and Seal, this 22nd day of May A. D. 1944.

J. M. Moorer
Notary Public for South Carolina
(SEAL AFFIXED)

Recorded at 1:30 P. M. October 10th 1944

Hayne Investment Company To B. H. Guy

STATE OF SOUTH CAROLINA,)
COUNTY OF COLLETON)

L E A S E :

THIS AGREEMENT BY AND BETWEEN Hayne Investment Company, a corporation organized under the laws of the State of South Carolina, hereinafter referred to as the Landlord, and B. H. Guy, Jr, hereinafter referred to as the Tenant, W I T N E S S E T H:

The said Landlord has granted and let to the said Tenant:

All that piece, parcel or lot of land with the hotel building thereon, including all office and and rooms in said building, situate, lying and being at the Southwestern intersection of Jefferies Boulevard and Washington Street, Town of Walterboro, County of Colleton and State of South Carolina, bounded: North by Washington Street; East by Jefferies Boulevard; South by lands of LeTreville; and West by lands of Hayne Investment Company. Said lot is more particularly described according to plat thereof, made by C. E. Durant, Surveyor, dated April 30, 1941

For a term of five (5) years commencing on the first day of October, A. D. 1944, and ending on the 30th day of September, A. D., 1949, upon the conditions and covenants following:

FIRST: The said Tenant shall use and occupy said building as a hotel with the exception of the office on Main Street, now occuped by Walterboro Production Credit Association, and the office on Washington Street formerly occupied by Ediato Finance Company, which said offices or rooms the Tenant may, at his option, suvlease for purposes other than hotel purposes.

SECOND: The said Tenant shall pay the said Landlord as rental for the premises herein leased the following amounts:

A. Twenty Seven and one-half (27½) percentum of the gross amount received by the Tenant as revenue from rental of rooms in said Hayne Hotel;

B. One-half (½) of the net operating porfit from the operation of the dining room in said Hotel;

C. One-half (½) of all rentals received by the said Tenant for the sub-leasing of the offices or rooms hereinbefore mentioned;

D. The said Tenant shall in any event pay to said Landlord a minimum monthly rental of Five Hundred ($500.) Dollars;

E. Settlement shall be made and the said rentals paid by the said Tenant to the said Landlord by the 10th of the month following its accrual, the first months rent being payable by the tenth day of November, 1944, and monthly thereafter;

F. The Landlord shall have the privilege, at his option, byt not more than once during any month to examine or to have examined by his agents, the books and records of the Tenant.

THIRD. The said Tenant agrees to secure the payment of said rent to the Landlord by making a cash deposit of Three Thousand ($3,000.00) Dollars with the Landlord at the time of the execution of this lease, and by assigning his equity in the equipment purchased from the former Tenant of this property, it being understood that at the end of fifty five months the Tenant may apply this deposit of cash in payment of rent until the five year lease is terminated, and secure the return of said equipment at the end of said term by paying any balance that may be due the Landlord for rent. It is further understood that the Landlord is to pay the Tenant 2½% interest per annum on said deposit, annually at the end of each year.

FOURTH. Should the Tenant fail ro epy the said monthly rent herein stipulated for as long as thiry days after the same is due, then and in that event this lease shall be automatically teminated and the cash deposit and other security herein above referred to shll be forfeited to the Lnandlord.

FIFTH: The Tenant shall make all repairs to the interior, and all repairs to the elevator, elevator machinery, heating plant and apparatus, the punbing equipment, redecoretions for the wall, and any other apparatus belonging to the building, and the Landlord shall not be liable for any manner of repairs in or about said premises or to any part of the street or sidewalk in front thereof.

SIXTH: That in case of any damage or injury occuring to the glass in the windows or doors, or

For Amendment see Book 100 Page 129

furniture, or damage and injury to the interior of the said premises, or furniture of any kind whatsoever, then the said Tenant shall cause the said damage or injury to be repaired as speedily as possible at his own cost and expense.

SEVENTH, It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damage or injury by water, which may be sustained by the said Tenant or other person, by reason of the breakage, leakage, or obstruction of the City water or soil pipes, or other leakage in or about the said building.

EIGHT: The Tenant agrees to indemnify and save harmless the Landlord for and against any and all liability, losses, damages, and expenses, causes of action, suits, claims and judgments arising from injury to person or property of any and every nature, and for any matter or thing growing out of the occupation of the demised premises, or arising or growing out of the use, occupation, management, possession or control of the demised premises by said Tenant.

NINTH, That the Tenant shall take good care of the premises and at the end or other expiration of the term shall deliver up the demised premises in good condition or order, damages by the elements excepted.

TENTH: That the said Tenant shall not assign this Agreement, or underlease the said premises or any part thereof, except as herein specifically stated, or make any alterations on the premises, without the Landlor's consent in writing; or occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra hazardous on account of fire, under the penalty of damage and forfeiture.

ELEVENT . That the Tenant shall, in case of fire, give immediate notice thereof to the Landlord, who shall thereupon cause the damage to be repaired forthwith; but if the premises be so damaged that the Landlord shall decided to rebuild, the term shall cease and the accrued rent be paid up to the time of the fire.

TWELFTH, The Tenant also agrees to permit the Landlord or his agents to show the premises to persons wishing to hire or purchase the same.

THIRTEENTH. That if default be made in any of the covenants herein contained, then it shall be lawful for the Landlord to reenter the said premises, and to have the same to repossess and enjoy.

FOURTEENTH. It is understood between the parties hereto that the premises hereby leased shall include all the standing furniture for the bedrooms, lobby and dining room, a duplicate list of which will be furnished as a part of this agreement; and the Tenant agrees to replace any article lost or damaged at the end of this lease, ordinary wear and tear excepted, and agrees to furnish all other furniture and fixtures for said hotel including all kitchen equipment and the dining room equipment not listed as above stated.

And the said Landlord doth covenant that the said Tenant on paying the said monthly rental, and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid.

It is further understood and agreed, that the covenants and agreements herein contained are binding upon the parties hereto, their successors, heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have hereunder set their hands and seals this the 21st day of August, A. D. 1944. and in the one hundred and sixty ninth year of the Sovereignty and Independence of the United State of America.

Signed, Sealed and Delivered
in the Presence of

Fred W. Young

H. L. Zeigler
As to Hayne Investment Company

Agness B. Camp
As to B. H. Oly Jr.
Frances H. Guy

HAYNE INVESTMENT COMPANY (SEAL)
By. H. A. Easterling President

ATTEST: M. C. Easterling Secretary

B. H. Guy Jr. Tenant

STATE OF SOUTH CAROLINA,

COUNTY OF BARNWELL.

Personally appeared before me Fred W. Young who on oath says that he saw the above named Hayne Investment Company by R. A. Easterling, its President, and M. C. Easterling, its Secretary, sign, seal and as the act and deed of said corporation, deliver the above written deed or lease, and that he with R. L. Zeigler witnessed the execution thereof.

Sworn to before me this the 31st day of August, A. D., 1944

Fred W. Young

A. G. Steadman (L.S.)
Notary Public for S. C.
(SEAL AFFIXED)

STATE OF VIRGINIA,

CITY OF RICHMOND

PERSONALLY appeared before me Frances R. Guy and made oath that he saw the above named B. H. Guy Jr. sign, seal and as his act and deed deliver the above written deed or lease, and that he with Agness B. Camp witnessed the execution thereof.

Frances R. Guy

Sworn to before me this the 19th day of August, A. D., 1944

Irene D. Blunt (L.S.)
Notary Public for Virginia, City of Richmond
My commission expires November 14th 1945.
(SEAL AFFIXED) Recorded October 19th 1944

192

Ivina Brown To Arthur and Amey Stewart

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

We, Ivina Brown, Mabel Brown and Eliza Lanier

in the State aforesaid, in consideration of the sum of One Hundred sixty two & 50/100 DOLLARS, to us in hand paid at and before the sealing of these presents by Arthur Stewart and Amey Stewart

in the State aforesaid, 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 Arthur and Amey Stewart their heirs and assigns:

All that certain piece or parcel of land situate, lying and being in Blake Township, Colleton County, South Carolina, the Green Pond colored shcool and bounded as follows, North by lands of Joe Edwards, East by lands of H. W. Black, South by lands of Joe Jones, and West by lands of Pearl and Lee Pringle, formerly Ivina Brown, which will more fully appear on attached plat made by B. Geo Price, Surveyor, August 22, 1944, containing Six and one quarter acres more or less.

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 Arthur and Amey Stewart their Heirs and Assigns, forever.

AND we do hereby bind ourselves and our Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Arthur and Amey Stewart, their Heirs and Assigns, against us and our Heirs, and all other persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS our Hand and Seal, this 23 day of August in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and ---- year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

B. Geo. Price — Ivenie Brown (L.S.)

Edward J. Moultrie — Mabel Brown (L.S.)

Eliza Lanier (L.S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $ .55
S.C. Stamps $ 1.00

Personally appeared before me B. Geo Price and made oath that he saw the within named Ivina Brown Mabel Brown and Eliza Lanier sign, seal, and as their act and deed, deliver the within written Deed; and that he with Edward J. Moultrie witnessed the execution thereof.

Sworn to before me, this 23rd day of August 1944 A. D. 19--

Harry Dandridge (SEAL)
Notary Public for S. C.

B. Geo. Price

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, ---- a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. ---- the wife of the within named ---- did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named ---- Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this ---- day of ---- Anno Domini 19--

(SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 1st day of Oct at 1:15 AM. 1944 in

C C & R M C

DEED

194

L. O. Gatch to Lottie U. Kiser

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, L. O. Gatch

in the State aforesaid County of Colleton in consideration of the sum of fifteen hundred and no/100 ------($1,500.00) --------- DOLLARS, to me in hand paid at and before the sealing of these presents by Lottie U. Kiser

in the State aforesaid County of Colleton 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 Lottie U. Kiser, her heirs and assigns forever

All that certain piece, parcel or lot of land together with the buildings thereon, situate lying and being in Colleton County, South Carolina, at Round O, measuring and containing two (2) acres, more or less, and more particularly described and shown on plat of C. E. Dukant as follows:

Beginning at a stake at the southern most boundary of said lot on highway 64 running N 86° 0' E one hundred and nineteen and 5/10 feet (119.5') along a lot the property of L. O. Gatch and formerly a part of this tract to a stake; thence S 7° 15' E fifty feet (50') to a stake along a lot of L. O. Gatch of which this was formerly a part; thence N 86° 0' W two hundred and forty and 5/10 feet (240.5') along lands of A. D. Dodd and Mrs. A. Gatch to a stake; thence N 3° 30' W two hundred and ninety four feet (294') to a stake along lands of L. O. Gatch; thence due East three hundred and thirty-seven and 6/10 feet (337.6') along lands formerly of S. J. Parker to a stake on highway 64; thence S 7° 15' E two hundred and seventy feet (270') along said Highway to the point of beginning.

Said tract of land being the same tract of Two and 45/100 acres (2.45 a.) conveyed by A.M. Gatch to L. O. Gatch by his deed dated January 8, 1941, having been previously conveyed by L. O. Gatch to A. M. Gatch by his deed recorded in book 66-at page 173, excepting a lot in the south east corner fifty feet (50') wide and one hundred and nineteen and 5/10 feet (119.5') deep, which is reserved from this deed and remains the property of L. O. Gatch.

The Highway referred to on plat by C. E. Dukant dated October 17, 1933 from which this description is taken, is the old Highway 64 at Round O and is now a County road, the new paved highway running in a different direction. The said road being commonly known as Bethlehem Church Road.

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 Lottie U. Kiser, her Heirs 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 Lottie U. Kiser, her Heirs and Assigns, against me and my Heirs, and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal this 18th day of October in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and sixty ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Florence V. Ganaheimer — L. O. Gatch (L. S.)

H. Wayne Unger — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $1.65, S.C. Stamps $3.00

Personally appeared before me Florence V. Ganaheimer and made oath that he saw the within named L. O. Gatch sign, seal and as his act and deed, deliver the within written Deed; and that she with H. Wayne Unger witnessed the execution thereof.

Sworn to before me, this 18 day of October A. D. 1944.

H. Wayne Unger (SEAL) Notary Public for S. C.

Florence V. Ganaheimer

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, W. G. Garris, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Rebecca Gatch the wife of the within named L. O. Gatch 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 Lottie U. Kiser, her Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 18th day of October Anno Domini 1944.

W. G. Garris (SEAL) Notary Public for S. C. (Seal affixed)

Rebecca Gatch

Recorded the above conveyance, this Plat day of October at 10:30 A.M. 1944

C C & R M C

BOOK 88

193-

Joseph A. Brown To A. Klein Francis

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Joseph A. Brown

in the State aforesaid, in consideration of the sum of Thirteen and 34/100- - - - - - - - DOLLARS, to me in hand paid at and before the sealing of these presents by A. Klein Francis

in the State aforesaid, 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 A. Klein Francis, his heirs and assigns

All of my right, title and interest, the same being a one forty-fifth (1/45) undivided interest, in and to:

All that piece, parcel or tract of land, situate near the Town of Walterboro, in Walterboro School District, County of Colleton and State of South Carolina, containing Six (6) acres, more or less, and bounded as follows: North by lands of A. H. Wichman and of Mack Williams; East by the old dirt road leading from Walterboro to Cottageville; South by U. S. Government highway leading from Walterboro to Cottageville; and West by lands of C. M. Rivers.

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 A. Klein Francis, his Heirs 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 A. Klein Francis, his Heirs and Assigns, against HIS and MY Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 4th day of October in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

J. C. Lemacks — Joseph A. Brown (L. S.)

Myrtis A. Fripp — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $ — S. C. Stamps $

Personally appeared before me Myrtis A. Fripp and made oath that he saw the within named Joseph A. Brown sign, seal, and as his act and deed, deliver the within written Deed; and that S he with J. C. Lemacks witnessed the execution thereof.

Sworn to before me, this 4th day of October, 1944, A. D.

J. C. Lemacks (SEAL)
Notary Public for S. C.

Myrtis A. Fripp

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, J. C. Lemacks, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Sarah A. Brown the wife of the within named Joseph A. Brown did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named A. Klein Francis, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 4th day of October 1944, Anno Domini

J. C. Lemacks (SEAL)
Notary Public for S. C.

Sarah A. Brown

Recorded the above conveyance, this 21st day of October, 11 AM, 1944

C. C. & R. M. C.

DEED

196

FRANK DUBOIS ET AL TO HARRY DUBOIS

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

We, Frank Dubois, Lily Folk, L. V. Dubois and H. J. Dubois, heir at law of A. H. Dubois

in the State aforesaid, in consideration of the sum of One dollar and other consideration not exceeding one hundred dollars DOLLARS, to us in hand paid at and before the sealing of these presents by Harry Dubois

in the State aforesaid, 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 Harry Dubois, his heirs and assigns,

All that tract of land in Broxmon township and more particularly described as follows, bounded on the north by the lands of Frank Dubois, on the east by the lands formerly of J. Ireland, on the south by the lands of H. J. Dubois and on the west by the lands of D. D. Murdaugh, and containing fifty (50) acres, more or less.

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 Harry Dubois, his Heirs and Assigns, forever.

AND we do hereby bind ourselves and our Heirs XXXXXXXXXXXXXXXXXXXXXXXX Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Harry Dubois, his Heirs and Assigns, against ourselves and our Heirs and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our Hand and Seal this 10th day of October in the year of our Lord one thousand nine hundred and eighth eight and in the one hundred and sixty third year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Norton Dubois — her L. V. X Dubois (L. S.)
J. H. Frank, Jr. — Frank Dubois (L. S.)
Lillie Folk
H. J. Dubois

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ S. C. Stamps $

Personally appeared before me J. H. Frank, Jr. and made oath that he saw the within named Lilly Folk and H. J. Dubois, L. V. Dubois and Frank Dubois sign, seal, and as their act and deed, deliver the within written Deed; and that he with Norton Dubois witnessed the execution thereof.

Sworn to before me, this 10th day of October A. D. 1938
J. H. Frank (SEAL) Notary Public for S. C.

J. H. Frank, Jr.

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, J. H. Frank, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Lilly Dubois, and Allen Dubois the wife of the within named Frank Dubois and H. J. Dubois (each) 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 Harry Dubois, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 10th day of October Anno Domini 1938

J. H. Frank (SEAL) Notary Public for S. C. — Allen Dubois

Recorded the above conveyance, this 24th day of October at 11 A.M. 1938

C.C.&R.M.C.

Francis D. Brown To A. Klein Francis

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Francis D. Brown

in the State aforesaid, in consideration of the sum of Thirteen and 33/100- - - - - - DOLLARS, to me in hand paid at and before the sealing of these presents by A. Klein Francis

in the State aforesaid, 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 A. Klein Francis, his heirs and assigns

All of my right title and interest, the same being a one forty-fifty (1/45) undivided interest in and to:

All that piece, parcel or tract of land, situate near the Town of Walterboro, in Walterboro School District, County of Colleton and State of South Carolina, containing six (6) acres, more or less, and bounded as follows: North by lands of A. H. Richman, and of Mack Williams; East by the old dirt road leading from Walterboro to Cottageville, South by U. S. Government highway, leading from Walterboro to Cottageville; and West by lands odf G. M. Rivers

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 A. Klein Francis, his Heirs 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 A. Klein Francis, his Heirs and Assigns, against me and my Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS My Hand and Seal, this 16th day of October in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

John P. Rogers — Francis D. Brown (L. S.)

Lucile Rogers, — (L. S.)

THE STATE OF Ohio
Summit County.

Fed. Stamps $ ____
S. C. Stamps $ ____

Personally appeared before me John P. Rogers and made oath that he saw the within named Francis D. Brown sign, seal, and as his act and deed, deliver the within written Deed; and that he with Lucile Rogers witnessed the execution thereof.

Sworn to before me, this 16th day of October, 1944 A. D. 19__

Roy R. Kilson (SEAL)
Notary Public for Ohio
Com expires 3/7/47
(SEAL AFFIXED)

John P. Rogers

THE STATE OF Ohio
Summit County.

RENUNCIATION OF DOWER

I, Roy R. Kilson, Notary Public for Summit County, Ohio, do hereby certify unto all whom it may concern, that Mrs. Mary E. Brown the wife of the within named Francis D. Brown did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named A. Klein Francis, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 16th day of October 1944, Anno Domini 19__

Roy R. Kilson (SEAL)
Notary Public for Ohio
Com expires 3/7/47
(SEAL AFFIXED)

Mary E. Brown

Recorded the above conveyance, this 21st day of October at 11 A.M., 1944

C.C.& R.M.C.

DEED

198

Mabel Elmore et al To A. Klein Francis

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

We, Mabel Elmore and Emmie Murray

in the State Florida in consideration of the sum of Twenty-six and 67/100- - - - - - - - - DOLLARS, to us in hand paid at and before the sealing of these presents by A. Klein Francis in the State aforesaid 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 A. Klein Francis, his heirs and assigns:

All of our right, title and interest, the same being a two forty-fifths (2/45) undivided interest, in and to

All thtat piece, parcel or tract of land, situate near the Town of Walterboro, in Walterboro School District, County of Colleton and State of South Carolina, containing six (6) acres, more or less, and bounded as follows: North by lands of A. M. Bichman and of Mack Williams; East by the old dirt road leading from Walterboro to Coattageville; South by U. S. Government highway, leading from Walterboro to Cottageville; and West by lands of G. M. Rivers.

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 A. Klein Francis, his Heirs 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 A. Klein Francis, his Heirs and Assigns, against us and our Heirs and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS our Hand and Seal this 3rd day of October in the year of our Lord one thousand nine hundred and forty-four and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Alfreta Combs — Mabel Elmore (L. S.)

Inez Kearse — Emmie Murray (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ S. C. Stamps $

Personally appeared before me Alfreta Combs and made oath that he saw the within named Mabel Elmore and Emmie Murray sign, seal, and as their act and deed, deliver the within written Deed; and that she with Inez Kearse witnessed the execution thereof.

Sworn to before me, this 3rd day of October 1944 A. D. 19

Minnie J. Niblack (SEAL)
Com expires 7/30/48 Notary Public for S.C. Florida

Seal Affixed

Alfreta Combs

THE STATE OF SOUTH CAROLINA, Colleton County.

No. Grantor Woman — RENUNCIATION OF DOWER

I, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of Anno Domini 19

(SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 21st day of October at 11 A. M. 1944 19

C.C.& R.M.C.

Edward Brown To A. Klein Francis

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Edward Brown

in the State of Florida, in consideration of the sum of Thirteen and 33/100- - - DOLLARS, to me in hand paid at and before the sealing of these presents by A. Klein Francis

in the State aforesaid, 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 A. Klein Francis, his heirs and assigns:

All of my right, title and interest, the same being one-forty-fifty (1/45) undivided interest, in and to:

All that piece, parcel or tract of land, situate near the Town of Walterboro, in Walterboro School District, County of Colleton and State of South Carolina, containing six (6) acres, more or less, and bounded as follows: North by lands of A. H. Richman and of Mack Williams; East by the old dirt road leading from Walterboro to Cottageville; South by U. S. Government highway, leading from Walterboro to Cottageville; and West by Lands of G. H. Rivers.

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 A. Klein Francis his Heirs 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 A. Klein Francis, his Heirs and Assigns, against me and my Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 15th day of September in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

H. R. O'Connor — Edward Brown (L. S.)

Fred P. Blair (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ S. C. Stamps $

Personally appeared before me H. R. O'Connor and made oath that he saw the within named Edward Brown sign, seal, and as his act and deed, deliver the within written Deed; and that he, with Fred P. Blair witnessed the execution thereof.

Sworn to before me, this 15th day of September 1944, A. D.

J. Parvin Howell (SEAL)
Notary Public for State of Florida at Large (Seal affixed)

H. R. O'Connor

THE STATE OF SOUTH CAROLINA, Colleton County.

NO RENUNCIATION OF DOWER GRANTOR UNMARRIED

I, , a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of , Anno Domini 19

(SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 21st day of Oct 1944 at 11 Min., P.M.

C. C. & R. M. C.

DEED

200

Maggie Brown et al To A. Klein Francis

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

We, Maggie Brown and Frauline Alford

in the State aforesaid, in consideration of the sum of Ninety six and 67/100- - - - - - DOLLARS, to us in hand paid at and before the sealing of these presents by A. Klein Francis in the State aforesaid, 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 A. Klein Francis, his heirs and assigns:

All of our right, title and interest, the same being a two forty-fifths (2/45) undivided interest, in and to:

All that piece, parcel or tract of land, situate near the Town of Walterboro, in Walterboro School District, County of Colleton and State of South Carolina, containing six (6) acres, more or less, and bounded as follows: North by lands of A. H. Wichman and of Mack Williams; East by the old dirt road leading from Walterboro to Cottageville; South by U. S. Government highway leading from Walterboro to Cottageville; and West by lands of G. M. Rivers.

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 A. Klein, Francis, his Heirs and Assigns, forever.

AND we do hereby bind ourselves and our Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said A. Klein Francis, his Heirs and Assigns, against us and our Heirs and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS our Hand and Seal, this 17th day of October in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Charles E. Thourton — Maggie Brown (L. S.)

Jane Brown — Frauline Alfrod (L. S.)

THE STATE OF SOUTH CAROLINA, New York
N. County.

Fed. Stamps $ ____
S. C. Stamps ____

Personally appeared before me Chas. E. Thourton and made oath that he saw the within named Maggie Brown and Frauline Alford sign, seal, and as their act and deed, deliver the within written Deed; and that he with Jane Brown witnessed the execution thereof.

Sworn to before me, this 17th day of October 1944, A. D. 19__
Murray Borden (SEAL)
Notary Public for SEROUS N. Y. Charles E. Thourton
Com expires 3/30/45

THE STATE OF SOUTH CAROLINA,
Colleton County.

RENUNCIATION OF DOWER
GRANTORS WOMEN

I, _____, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named _____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this _____ day of _____, Anno Domini 19__

_____ (SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 21st day of Oct at 11 A. M. 1944, in

C C & R M C

Earl S. Crosby To Carrie B. Carson

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Earl S. Crosby

in the State aforesaid in consideration of the sum of One Dollar ($1.00) and exchange of lands DOLLARS, to me in hand paid at and before the sealing of these presents by Carrie B. Carson in the State aforesaid 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 Carrie B. Carso, her heirs and assigns:

All that tract of land situate in Heyward School District, Colleton County, South Carolina, containing fifty acres (50) acres more or less, and bounded nor or formerly as follows: North by lands of Jefferies and McLeod; East by lands of John Henry Benton; South by lands of Gugenheim; and West by Estate lands of W. A. Kinsey.

Being the same tract of land conveyed to Earl S. Crosby by deed of Van Nettles et al, dated 21 March, 1944, recorded in Book 86, page290 in the office of the Clerk of Court for Colleton County

F. Pd. - $2.75 by mail

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 Carrie B. Carson, her Heirs 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 Carrie B. Carson, her Heirs and Assigns, against me and my Heirs, and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 16th day of October in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

J. M. Moorer — Earl S. Crosby (L. S.)

Elizabeth Fowler (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ S. C. Stamps $

Personally appeared before me Elizabeth Fowler and made oath that he saw the within named Earl S. Crosby sign, seal and as his act and deed, deliver the within written Deed; and that she with J. M. Moorer witnessed the execution thereof.

Sworn to before me, this 16th day of Oct 1944, A. D. 19

J. M. Moorer (SEAL)
Notary Public for S. C.

Elizabeth Fowler

RENUNCIATION OF DOWER

THE STATE OF SOUTH CAROLINA, Colleton County.

I, J. M. Moorer, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Zura H. Crosby the wife of the within named Earl S. Crosby did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Carrie B. Carson, her Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 16th day of October 1944, Anno Domini 19

J. M. Moorer (SEAL)
Notary Public for S. C.

Zura H. Crosby

Recorded the above conveyance, this 21st day of October at 11 AM. 1944

C. C. & R. M. C.

DEED

202

Carrie B. Carson To Earl S. Crosby

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Carrie B. Carson

in the State aforesaid, in consideration of the sum of One Dollar ($1.00) and exchange of property DOLLARS, to me in hand paid at and before the sealing of these presents by Earl S. Crosby

in the State aforesaid, 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 Earl S. Crosby his heirs and assigns

All that tract of land in Sniders School Distric, in the county and State aforesaid, containing forty (40) acres, bounded on the North by lands of J. B. Hudson; on the East and West by lands of the estate of D. B. Hudson; and on the South by lands of S. Bennett and of R. B. Kinard, all of which will more fully appear by reference to plat of said tract of land made by Harry M. Fripp, of date February 26, 1934.

Being the same tract of land described in the deed of Ella E. Bengtson et al to Carrie B. Carson, dated 2 March 1934, recorded in Book 66 page 482, in the office of the Clerk of Court for Colleton County

TOGETHER with, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Earl S. Crosby, his Heirs 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 Earl S. Crosby, his Heirs and Assigns, against me and my Heirs, and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 16th day of October in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

J. W. Moorer — Carrie B. Carson (L. S.)

Elizabeth Fowler — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $ —
S. C. Stamps —

Personally appeared before me Elizabeth Fowler and made oath that he saw the within named Carrie B. Carson sign, seal, and as her act and deed, deliver the within written Deed; and that s he with J. W. Moorer witnessed the execution thereof.

Sworn to before me, this 16th day of October 1944 A. D. 19

J. W. Moorer (SEAL)
Notary Public for S. C.

Elizabeth Fowler

GRANTOR A WOMAN — RENUNCIATION OF DOWER

THE STATE OF SOUTH CAROLINA, Colleton County.

I, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of Anno Domini 19

(SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 21st day of Oct at 11 A. M. 1944

C C & R. C

203

G. W. Linder et ux To W. G. Burrage

Form 88 — Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 26th day of September 1944, by and between G. W. Linder and wife Carrie May Linder

Postoffice R. F. D. #2 Smoaks S. C. hereinafter called Lessor (whether one or more), and W. G. Burrage, hereinafter called Lessee;

WITNESSETH:

FIRST: Lessor, in consideration of one Dollars ($ 1.00), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to Lessor; said land being situated in Colleton County, State of South Caroline, and described as follows:

First tract being 121 acres more or less, bounded as follows, bounded on the North by Bamberg County line, bounded on the East by lands of J. A. Carter and the estate of J. H. Hoples bounded on the South by lands of H. W. Linder and bounded on the West by the Bamberg County line.

Second Tract being 65 acres of land more or less, bounded as follo,ws bounded on the north by lands of M. L. Barnes Est. bounded on the East by land of Florrie Smith and land of S. L. Strickland, bounded on the South by land of Est. J. B. Padgett and J. H. Hobles, bounded on the West by lands of Hattie Sineath

containing 186 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of ten cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

See Assignment see same Book Page 203

204

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to Enterprise Bank Bank of Sheard S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit: provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operation to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessee, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessee and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

H. Reed Linder — G. W. Linder (L. S.)

Otis S. Lyons — Carrie May Linder (L. S.)

(L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,

County of Colleton

Personally appeared before me H. Reed Linder

and made oath that he saw the within named G. W. Linder sign, seal and as his act and deed deliver the within written Lease; and that he with Otis S. Lyons witnessed the execution thereof.

SWORN to before me this 27th day of September 1944 A. D. 19

Otis S. Lyons (L. S.) Notary Public for S. C.

H. Reed Linder

STATE OF SOUTH CAROLINA,

County of Colleton

RENUNCIATION OF DOWER

I, Otis al Lyons, a Notary Public----- do hereby certify unto all whom it may concern, that Mrs. Carrie May Linder the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named W. G. Burrage---- 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 27th day of September 1944 A. D. 19

Otis S. Lyons (L. S.) Notary Public for S. C.

Carrie May Linder

Recorded 9th day of October at 10 A. M. 1944 in Book at Page

W. G. Burrage To C. J. Davidson

ASSIGNMENT OF OIL AND GAS LEASE.

WHEREAS, on the 26th day of September 1944 a certain oil and gas mining lease was made and entered into by and between G. W. Linder and wife Carrie May Linder Lessor and W. G. Burrage, Lessee covering the following described land in the county of Colleton and State of South Caroline, to wit; First tract being 121 acres more or less, bounded as follows, bounded on the north by Bamberg County line, bounded on the east by land of J. A. Carter and the est of J. H. Nobles bounded on the South by land of H. B. Linder, and bounded on the west by Bamberg County Line.

Second tract, being 65 acres of land more or less, bounded as follows, bounded on the North by land of W. L. Barnes est. bounded on the east by land of Florrie Smith ~~BARNES~~ and land of A. L. Strickland, bounded on the south by land of est. of J. B. Padgett and J. H. Nobles, bounded on the west by land of Hattie Sineath, and both tracts containing 186 acres more or less.

Said lease being recorded in the office of the County Clerk in and for said county in book 88 page 202 and

Whereas, the said lease and all rights thereunder or incident thereto are now owned by W. G. Burrage.

Now Therefore, for and in consideration of one Dollar and other good and valuable considerations the receipt of which is hereby acknowledged, the undersigned, the present owner of the said lease and all rights thereunder or incident thereto does hereby bargain, sell, transfer, assign and convey all rights, title and interest of the original lessee and present owner in and to the said lease and rights thereunder in so far as it covers the above described tracts of land

together with all personal property used or obtained in connection therewith to C. J. Davidson and his heirs, successors and assigns.

And for the same consideration, the undersigned for himself and his heirs successors and representatives does covenant with the said assignee his heirs, successors, or assigns that he is the lawful owner of the said lease and rights and interests thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid.

In Witness Whereof, the undersigned owner and assignor has signed and sealed this instrument this 26th day of September 1944

Signed, sealed and delivered in the presence of
Witness
Jeanne Gray

W. G. Burrage.

Mayette McClamery

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me Mayette McClamery and made oath that she saw the within named W. G. Burrage sign, seal and as his act and deed deliver the within written Assignment of Oil and Gas Lease; and that she with Jeanne Gray witnessed the execution thereof.

Mayette McClamery

Sworn to before me this 28th day of September, A. D. 1944

D. M. Crosby Jr.
Notary Public for S. C. Recorded 10 A. M, October 9th 1944

W. G. Burrage To C. J. Davidson

Assignment of Oil and Gas Lease.

Whereas, on the 27th day of September 1944 a certain oil and gas mining lease was made and entered into by and between H. B. Linder and wife Ruby A. Linder Lessor and W. G. Burrage Lessee covering the following described land in the county of Colleton and State of South Carolina to wit: Bounded on the North by land of the Nobles est. bounded on the East by land of Nobles est and land of Daisy Hagan, bounded on the South by lands of Ella Linder, bounded on the West by land of Ella Linder and land of the Goodwin Est. and containing 226 acres, more or less.

Said lease being recorded in the office of the County Clerk in and for said county in book 88 page 202 and

Whereas, The said lease and all rights thereunder or incident thereto are now owned by W. G. Burrage,

Now, Therefore, for and in consideration of One Dollar and other good and valuable considerations the receipt of which is hereby acknowledged, the undersigned, the present owner of the said lease and all rights thereunder or incident thereto does hereby bargain, sell, transfer, assigns and convey all rights title and interest of the original lessee and present owner in and to the said lease and rights thereunder in so far as it covers the above described tract of land, together with all personal property used or obtained in connection therewith to C. J. Davidson and his heirs, successors and assigns.

And for the same consideration, the undersigned for himself and his heirs, successors and representatives, does covenant with the said assignee his heirs, successors or assigns that he is the lawful owner of the said lease and rights and interests thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid.

IN WITNESS WHEREOF, The undersigned owner and assignor has signed and sealed this instrument this 28th day of September, 1944 W. G. Burrage

Signed, sealed and delivered in the presence of
Witness
Jeanne Gray
Mayette McClamery

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PERSONALLY appeared before me Mayette McGlamery and made oath that she saw the within named W. O. Durrance sign, seal and as his act and deed deliver the within Warren Assignment of Oil and Gas Lease; and that she with Jeanne Gray witnessed the execution thereof.

Mayette McGlamery

Sworn to before me this 28th day of September, A. D. 1944
D. M. Crosby Jr.
Notary Public for South Carolina Recorded October 9 at 10 A. M. 1944

207

Form 88 H. B. Linder et ux to W. O. Burrage Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 27th day of September 1944, 19, between H. B. Linder and wife Ruby A. Linder

Postoffice R. F. D. #2 Smoaks, S. C. hereinafter called Lessor (whether one or more), and W. O. Burrage hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of One- - - - -

Dollars ($ 1.00), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to Lessor; said land being situated in Colleton County, State of S. C., and described as follows:

Bounded on the north by lands of the Nobles Est. bounded on the East by lands of Nobles Est. and land of Delsy Hagen bounded on the South by lands of Alla Linder, bounded on the West by land of Alla Linder and land of the Goodwin . Est.

containing 225 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and so long thereafter as development, drilling or reworking operations are conducted on said land, and/or so long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of ten cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

See Assignments etc. Same Book Page 205

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to Enterprise Bank of Arnard S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessee only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessee before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operation to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessor, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Alva B. Linder — H. B. Linder (L. S.)

Otis A. Lyons — Ruby B. Linder (L. S.)

(L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,
County of Colleton

Personally appeared before me Alva B. Linder and made oath that he saw the within named H. B. Linder sign, seal and as his act and deed deliver the within written Lease; and that he with Otis A. Lyons witnessed the execution thereof.

SWORN to before me this 27th day of September 1944, A. D. 19__

Otis A. Lyons (L. S.)
Notary Public for S. C.

Alva B. Linder

STATE OF SOUTH CAROLINA,
County of Colleton

RENUNCIATION OF DOWER

I, Otis A. Lyons, a notary Public, do hereby certify unto all whom it may concern, that Mrs. Ruby B. Linder the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named W. G. Buggage--- 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 27th day of September 1944, A. D. 19__

Otis A. Lyons (L. S.)
Notary Public for S. C.

Ruby B. Linder

Recorded 9th day of Oct at 10 A. M. 1944 19__ at __ o'clock.

Form 88 J. F. Blocker To W. G. Burrage Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 29th day of September 1944, by, between

J. F. Blocker and Gladys Blocker his wife

Postoffice RFD Walterboro S. C. hereinafter called Lessor

(whether one or more), and W. G. Burrage hereinafter called Lessee;

WITNESSETH:

FIRST: Lessor, in consideration of eight

Dollars ($ 8.00), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to

Lessor; said land being situated in Colleton County, State of S. C., and described as follows:

Bounded on the north by land of J. G. McQuinn bounded on the East by lands of Herman Bender, by land of Beech Estate, by lands of J. E. Bishop, bounded on the south by land of Dr. Milner Beech bounded on the East by land of L. E. Blocker, by land of J. E. Bishop

containing 160 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or his assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of 10 cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

See Assignment Same Book Page 216

210

SEVENTH: Lessee to pay Lessor the market value, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to The Bank of Walterboro Bank of Walterboro S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operation to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessee, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Cora Varn — J. P. Blocker (L. S.)

J. I. Bryan — Gladys H. Blocker (L. S.)

(L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,
County of Colleton

Personally appeared before me J. I. Bryan

and made oath that he saw the within named J. P. Blocker and wife Gladys Blocker sign, seal and as their act and deed deliver the within written Lease; and that he with Cora Varn witnessed the execution thereof.

SWORN to before me this 2nd day of October 1944 A. D. 19

Cora Varn (L. S.)
Notary Public for S. C.

J. I. Bryan

STATE OF SOUTH CAROLINA,
County of Colleton

RENUNCIATION OF DOWER

I, Cora Varn a notary Public do hereby certify unto all whom it may concern, that Mrs. Gladys H. Blocker the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named W. G. Burrage--- and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this 2nd day of October 1944 A. D. 19

Cora Varn (L. S.)
Notary Public for S. C.

Gladys H. Blocker

Recorded 16th day of Oct at 9 A. M. 1944 in at o'clock

211

Form 88 W. H. Blocker to W. O. Burrage Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 26th day of September 1944, A.D., between W. H. Blocker and wife Mamie Blocker

Postoffice RFD #4 Walterboro S. C. hereinafter called Lessor (whether one or more), and W. O. Burrage hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of Eight and 15/100- - - Dollars ($ 8/15), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in the then condition to Lessor; said land being situated in Colleton County, State of S. C., and described as follows:

First tract; containing 140 acres of land more or less, and bounded as follows, on the North by land of Mrs. Jessie Crosby and land of J. F. Blocker on the east by land of J. C. Blocker on the south by lands of J. W. Bishop, on the West by land of Sherril Blocker and land of M. K. Lyons.

Second Tract containing 23 acres of land, more or less, and bounded as follows, on the North by State Highway 63 on the east by lands of Jessie Crosby, on the South by land of R. L. Beach on the west by land of J. W. Bishop. It is the intention of the above description to cover all lands owned by us in Colleton County, S. C. whether the same be correctly described above or not.

containing 163 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of ten cents per acre, at the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

See assignment, Rec. Book 88, Page 231

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessor, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to The Bank of Walterboro Bank of Walterboro, S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operation to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part to the manor of Lessor, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made to the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, successors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Cora Varn — W. M. Blocker (L. S.)

J. I. Bryan — Manie Blocker (L. S.)

(L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,
County of Colleton

Personally appeared before me J. I. Bryan and made oath that he saw the within named W. M. Blocker sign, seal and as his act and deed deliver the within written Lease; and that he with Cora Varn witnessed the execution thereof.

SWORN to before me this 2nd day of October 1944 A. D. 19

Cora Varn (L. S.)
Notary Public for S. C.

J. I. Bryan

STATE OF SOUTH CAROLINA,
County of Colleton

RENUNCIATION OF DOWER

I, Cora Varn a notary public do hereby certify unto all whom it may concern, that Mrs. Manie Blocker the wife of the within named W. M. Blocker 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 W. G. Currage and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this 2nd day of October 1944 A. D. 19

Cora Varn (L. S.)
Notary Public for S. C.

Manie Blocker

Recorded 16th day of Oct at 9 A. M. 1944 in at which

Form 88 C. K. BRELAND ET AL TO W. O. BURRAGE Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 27th day of September A.D. 44, between

C. K. Breland and wife Ena Lee C. Breland

Postoffice R.F.D. #2 Ruffin, South Carolina hereinafter called Lessor

(whether one or more), and W. O. Burrage hereinafter called Lessee;

WITNESSETH:

FIRST: Lessor, in consideration of eleven and 35/100

Dollars ($ 11.35), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to Lessor; said land being situated in Colleton County, State of South Carolina, and described as follows:

Bounded on the North by land of D. B. Breland
Bounded on the East by land of D. B. Breland and land of J. A. Breland
Bounded on the South by land of S. G. Ulmer
Bounded on the West by land of C. Y. Breland and land of C. H. Breland

(It is the intention of the above description to cover all lands owned by us in Colleton Co. S. C. whether same be correctly described above or not.)

containing 227 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of ten cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencements of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, Lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

See Assignment see Assn. Book 2 Page 242

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, where same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payments to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to The Bank of Walterboro Bank of Walterboro, South Carolina for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchaser thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operations to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessor, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Cora Varn	C. K. Breland (L. S.)
J. I. Bryan	Ann Mae C. Breland (L. S.)
	(L. S.)
	(L. S.)

STATE OF SOUTH CAROLINA,
County of Colleton

Personally appeared before me J. I. Bryan and made oath that he saw the within named C. K. Breland sign, seal and as his act and deed deliver the within written Lease; and that he with Cora Varn witnessed the execution thereof.

SWORN to before me this 30th day of September A. D. 1944.
Cora Varn (L. S.)
(Seal affixed) Notary Public for S. C.

J. I. Bryan

STATE OF SOUTH CAROLINA,
County of Colleton

RENUNCIATION OF DOWER

I, Cora Varn a notary public do hereby certify unto all whom it may concern, that Mrs. Ann Mae C. Breland the wife of the within named C. K. Breland 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 W. G. Burrage 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 30th day of September A. D. 1944.
Cora Varn (L. S.)
(Seal affixed) Notary Public for S. C.

Ann Mae C. Breland

Recorded 16th day of October 1944 at 9 A.M. ...

Form 88 D. B. BRELAND TO B. G. BURRAGE Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 27th day of September, in 44, between

D. B. Breland

Postoffice R.F.D. #2 Ruffin, S.C. hereinafter called Lessor

(whether one or more), and B. G. Burrage hereinafter called Lessee;

WITNESSETH:

FIRST: Lessor, in consideration of Six and 05/100

Dollars ($ 6.05), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of ingress for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary to said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to Lessor; said land being situated in Colleton County, State of South Carolina, and described as follows:

Bounded on the North by land of Mitsell Herndon
Bounded on the East by land of Mrs. Dan Breland
Bounded on the South by land of Lois Breland
Bounded on the West by land of C. A. Breland.

(It is the intention of the above description to cover all land owned by me in Colleton County, S.C. whether the same be correctly described above or not.)

containing 191 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of ten cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (⅛) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (⅛) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

See Assignment of even date Book Page 218

216

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessor, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to The Bank of Walterboro Bank of Walterboro, S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depositary hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operation to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessee, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Cora Varn — D. B. Breland (L. S.)

J. L. Bryan — (L. S.)

— (L. S.)

— (L. S.)

STATE OF SOUTH CAROLINA,

County of Colleton

Personally appeared before me J. L. Bryan

and made oath that he saw the within named D. B. Breland

sign, seal and as his act and deed deliver the within written Lease; and that he with Cora Varn

witnessed the execution thereof.

SWORN to before me this 2nd day of October A. D. 1944

Cora Varn (L. S.)
(Seal affixed) Notary Public for S. C.

J. L. Bryan

STATE OF SOUTH CAROLINA,

County of

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this day of A. D. 19

Notary Public for S. C. (L. S.)

Recorded 16th day of October 1944 at 9 A.M. o'clock.

217

Form 88 W. B. BRELAND ET AL TO L. G. BURRAGE Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 27th day of September, in 44, between

W. B. Breland and wife Janie Breland

Postoffice R.F.D. #2 Ruffin, S. C., hereinafter called Lessor

(whether one or more), and L. G. Burrage, hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of Nine and 60/100----------

Dollars ($ 9.60), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and thereunder, together with free rights of ingress and egress for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigations, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in as then condition as is reasonably practicable, all of the following described land in Colleton County, State of South Carolina, to-wit:

First Tract: Being 65 acres of land, more or less, and bounded as follows. Bounded on the North by land of C. Y. Breland and R. V. Breland, Bounded on the East by land of J. A. Breland, Bounded on the South by land of Dan Breland, Bounded on the West by the run of Little Salkehatchie River.
Second Tract: Being 125 acres of land, more or less, and bounded as follows. bounded on the North by land of R. M. Bryan, Bounded on the East by land of R. M. Bryan, Bounded on the South by land of Tom Hedrick, Bounded on the West by Little Salkehatchie river.

(It is the intention of the above description to cover all land owned by us in Colleton County, South Carolina, whether the same be correctly described above or not.)

containing 190 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of Ten cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of producing on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the anual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, so required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

Dan Breland Lease Same Book Page 249

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessee, or any one or more of them, at the above postoffice address, or to The Bank of Walterboro Bank of Walterboro, S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchaser thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operation to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part to the notice of Lessor, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion relinquished, shall cease and terminate. Said tender of payment may be made to the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Cora Varn — W. B. Breland (L. S.)

J. I. Bryan — Janie Breland (L. S.)

(L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,
County of Colleton

Personally appeared before me J. I. Bryan and made oath that he saw the within named W. B. Breland sign, seal and as his act and deed deliver the within written Lease; and that he with Cora Varn witnessed the execution thereof.

SWORN to before me this 2nd day of October A. D. 1944.
Cora Varn (Seal affixed) Notary Public for S. C. (L. S.)

J. I. Bryan

STATE OF SOUTH CAROLINA,
County of Colleton

RENUNCIATION OF DOWER

I, Cora Varn, a notary public do hereby certify unto all whom it may concern, that Mrs. Janie Breland the wife of the within named W. B. Breland 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 W. B. Barrage and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this 2nd day of October A. D. 1944.
Cora Varn (Seal affixed) Notary Public for S. C. (L. S.)

Janie Breland

Recorded 16th day of October 1944 at 9 A.M. o'clock

Form 88 J. B. BRYAN ET AL TO W. O. BURRAGE Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 29th day of September, A. D. 44 between

J. B. Bryan and Wife Irma Bryan

Postoffice R.F.D. # 1 Ruffin, South Carolina, hereinafter called Lessor (whether one or more), and W. O. Burrage, hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of Four and 90/100-------

Dollars ($ 4.90), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to Lessee; said land being situated in Colleton County, State of South Carolina, and described as follows:

Bounded on the North by land of W. H. Williams, and land of H. A. Bryan
Bounded on the East by land of C. J. Thomas
Bounded on the South by land of H. H. Bryan
Bounded on the West by land of Annie Bryan

(It is the intention of the above description to cover all land owned by us in Colleton Co. S. C. whether the same be correctly described above or not.)

containing 98 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or his assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of ten cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruptions in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

Ins Assignment see Book Page 284

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessor, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

SIXTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to The Bank of Walterboro Bank of Walterboro, South Carolina for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operations to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessee, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessee and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Cora Varn	J. B. Bryan (L. S.)
J. I. Bryan	Mrs. Anna Bryan (L. S.)
	(L. S.)
	(L. S.)

STATE OF SOUTH CAROLINA,

County of Colleton

Personally appeared before me J. I. Bryan

and made oath that he saw the within named J. B. Bryan

sign, seal and as his act and deed deliver the within written Lease; and that he with Cora Varn

witnessed the execution thereof.

SWORN to before me this 30th day of September A. D. 19 44

Cora Varn (L. S.)
(Seal affixed) Notary Public for S. C.

J. I. Bryan

STATE OF SOUTH CAROLINA,

County of Colleton

RENUNCIATION OF DOWER

I, Cora Varn, a notary public do hereby certify unto all whom it may concern, that

Mrs. Anna Bryan the wife of the within named J. B. Bryan

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 H. G. Burrage

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 30th day of September A. D. 19 44

Cora Varn (L. S.)
(Seal affixed) Notary Public for S. C.

Mrs. Anna Bryan

Recorded 16th day of October 19 44 at 9 A.M. o'clock

Oil and Gas Lease

AGREEMENT, Made and dated this 28th day of September, in 44, between James Dubois and wife Ivory Dubois

Postoffice R.F.D. #1 Ruffin, S. C. hereinafter called Lessor (whether one or more), and L. S. Burrage hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of Seventeen and no/100------- Dollars ($ 17.00), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in as good condition as when received, and Lessor, said land being situated in Colleton County, State of South Carolina, and described as follows:

First Tract; Containing 300 acres more or less, and bounded as follows, On the North by land of Clyde Bennett, On the East by land of Joe Taylor, On the South by land of Walter McIver, On the West by land of Sula Green,
Second Tract; Containing 40 acres, more or less, and bounded as follows, On the North by land of Frank Oreland, On the East by land of Ahlora Crosby, On the South by land of Est. of Susan Crosby, On the West by land of L. J. Crosby,

(It is the inention of the above description to cover all land owned by us in Colleton County, S. C. whether it be correctly described above or not.)

containing 340 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessor and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of ten cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, Lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

See assignment on same Book, Page 482

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

SIXTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above post-office address, or to The bank of Walterboro Bank of Walterboro, South Carolina for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operations to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessor, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Cora Varn — Jones Dubois (L. S.)

A. B. McGlamery — Ivory Dubois (L. S.)

(L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,

County of Colleton

Personally appeared before me A. B. McGlamery

and made oath that he saw the within named Jones Dubois

sign, seal and as his act and deed deliver the within written Lease; and that he with Ivory Dubois

witnessed the execution thereof.

SWORN to before me this 30th day of September A. D. 19 44

Cora Varn Notary Public for S. C. (L. S.)
(Seal affixed)

A. B. McGlamery

STATE OF SOUTH CAROLINA,

County of Colleton

RENUNCIATION OF DOWER

I, Cora Varn, A Notary Public, do hereby certify unto all whom it may concern, that Mrs. Ivory Dubois the wife of the within named Jones Dubois 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 B. G. Burrage 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 30th day of September A. D. 19 44

Cora Varn Notary Public for S. C. (L. S.)
(Seal affixed)

Ivory Dubois

Recorded 16th day of October, 1944 at 9 A. M. o'clock

Form 88 H. B. KINARD ET AL TO W. G. BURRAGE Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 28th day of September, 1944, between H. B. Kinard and wife Rebecca Kinard

Postoffice R.F.D. #4 Walterboro, S. C., hereinafter called Lessor (whether one or more), and W. G. Burrage, hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of Four and 20/100-------- Dollars ($ 4.20), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in as then condition to Lessor; said land being situated in Colleton County, State of South Carolina, and described as follows:

bounded on the North by the H. B. Kinard lands
bounded on the East by the W. Benton lands
bounded on the South by the Hettie Bishop and Allie Benton lands
bounded on the West by the Pink Maloney lands.

containing 84 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of ten cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annal rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

Now Consigned to Cons. Bank Page 225

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessee, or any one or more of them, at the above postoffice address, or to The Bank of Walterboro Bank of Walterboro, S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit: provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessee only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessee before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operation to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessee and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessee, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessee and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purposes of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Cora Varn — R. B. Kinard (L. S.)

J. I. Bryan — Rebecca Kinard (L. S.)

(L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,

County of Colleton

Personally appeared before me J. I. Bryan and made oath that he saw the within named R. B. Kinard sign, seal and as his act and deed deliver the within written Lease; and that he with Cora Varn witnessed the execution thereof.

SWORN to before me this 30th day of September A. D. 1944.

Cora Varn (L. S.)
(Seal affixed) Notary Public for S. C.

J. I. Bryan

STATE OF SOUTH CAROLINA,

County of Colleton

RENUNCIATION OF DOWER

I, Cora Varn, a notary public, do hereby certify unto all whom it may concern, that Mrs. Rebecca Kinard the wife of the within named R. B. Kinard 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 W. G. Burrage 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 30th day of September A. D. 1944.

Cora Varn (L. S.)
(Seal affixed) Notary Public for S. C.

Rebecca Kinard

Recorded 16th day of October in 44 at 9 A.M.

235

Form 88 G. F. CALLUM ET AL TO W. O. BURRAGE Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 23rd day of August, 1944, between G. F. Callum and wife Addie Callum

Postoffice R.F.D. #4 Walterboro, S. C. hereinafter called Lessor (whether one or more), and W. O. Burrage hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of Seven and 20/100 ---------

Dollars ($ 7.20), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said land, (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in as then condition to Lessor; said land being situated in Colleton County, State of South Carolina, and described as follows:

Bounded on the North by land of Frank Thompson
Bounded on the East by land of Manley Stanley
Bounded on the South by land of H. Crosby
Bounded on the West by land of Colson and land of Breland

For Release of Oil & Gas Lease see this Book (88) Page 505

containing 114 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or so long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of ten cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, so required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

See Assignment on Same Book Page 236

226

SEVENTH: Lessee to pay Lessor the market value, at its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to Farmers and Merchants Bank of Walterboro, S. C. for deposit to Lessor's credit, and Lessee, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessee only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operations to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part to the name of Lessor, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

J. I. Bryan — G. P. Pellum (L. S.)

Cora Varn — Addie Pellum (L. S.)

(L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,
County of Colleton

Personally appeared before me J. I. Bryan and made oath that he saw the within named G. P. Pellum sign, seal and as his act and deed deliver the within written Lease; and that he with Cora Varn witnessed the execution thereof.

SWORN to before me this 30th day of September A. D. 1944.
Cora Varn (L. S.) Notary Public for S. C.
(Seal affixed)

J. I. Bryan

STATE OF SOUTH CAROLINA,
County of Colleton

RENUNCIATION OF DOWER

I, Cora Varn, a notary public do hereby certify unto all whom it may concern, that Mrs. Addie Pellum the wife of the within named G. P. Pellum 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 B. G. Burrage 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 30th day of September A. D. 1944.
Cora Varn (L. S.) Notary Public for S. C.
(Seal affixed)

Addie Pellum

Recorded 16th day of October 1944 at 9 A.M. o'clock

Form 88 B. L. ULMER ET AL TO W. O. BURRAGE Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 29th day of September, 1944, between

B. L. Ulmer and wife Eva Ulmer

Postoffice R.F.D. #4 Walterboro, S. C., hereinafter called Lessor (whether one or more), and W. O. Burrage, hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of Four and 40/100 ------- Dollars ($ 4.40), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in as then condition to Lessor; said land being situated in Colleton County, State of South Carolina, and described as follows:

Bounded on the North by land of T. K. Ulmer
Bounded on the East by land of O. J. Priester
Bounded on the South by land of J. A. Kinard
Bounded on the West by land of Henry Horn

(It is the intention of the above description to cover all land owned by us in Colleton County, S. C. whether the same be correctly described above or not.)

containing 88 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as developments, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of ten cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

For Assignment see Assignment Book 281 Page 281

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to The Bank of Walterboro Bank of Walterboro, South Carolina for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operations to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessor, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Cora Varn — B. L. Ulmer (L. S.)

A. B. McGlamery — Eva Ulmer (L. S.)

(L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,
County of Colleton

Personally appeared before me A. B. McGlamery and made oath that he saw the within named B. L. Ulmer sign, seal and as his act and deed deliver the within written Lease; and that he with Cora Varn witnessed the execution thereof.

SWORN to before me this 30th day of September, A. D. 1944.

Cora Varn (L. S.)
(Seal affixed) Notary Public for S. C.

A. B. McGlamery

STATE OF SOUTH CAROLINA,
County of Colleton

RENUNCIATION OF DOWER

I, Cora Varn, a notary public, do hereby certify unto all whom it may concern, that Mrs. Eva Ulmer the wife of the within named B. L. Ulmer did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named B. O. Furrago 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 30th day of September, A. D. 1944.

Cora Varn (L. S.)
(Seal affixed) Notary Public for S. C.

Eva Ulmer

Recorded 16th day of October, 1944 at 9 A. M. etc.

Form 88 Ben G. Ulmer et ux To W. G. Burrage Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 27th day of September 1944, by and between Ben G Ulmer and wife Bridie B. Ulmer

Postoffice RFD #2 Ruffin S. C. hereinafter called Lessor (whether one or more), and W. G. Burrage hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of Fourteen and 10/100- - - Dollars ($ 14.10), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the rights of removing all of same at any time, and the right without charge to return said premises in its then condition to Lessor; said land being situated in Colleton County, State of S. C. and described as follows:

First Tract being 200 acres more or less, bounded as follows, on the North by lands of A. M. Bryan and L. C. Breland on the East by lands of D. S. Breland and C. A. Breland on the South by C. Y. Breland and on the West by L. C. Breland. second tract being 42 acres more or less, bounded as follows On the north by land of Mrs. S. P. Bryan on the East by land of Gertrude Goodwin on the South by land of Joseph Bryan on the West by land of Davis est.

Third tract being 40 acres more or less, bounded as follows, on the North by land of J. A. Breland and land of C. A. Breland, on the East by land of C. A. Breland on the South by land of Ulmer est on the West by land of L. C. Breland

containing 282 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or so long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessor and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of ten cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

See assignment see Book X Page 282

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to Bank of Walterboro Bank of Walterboro S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operation to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part to the name of Lessor, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Cora Varn — Bon G. Ulmer (L. S.)

J. I. Bryan — Birdie B. Ulmer (L. S.)

(L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,

County of Colleton

Personally appeared before me J. I. Bryan

and made oath that he saw the within named Bon G. Ulmer and Birdie B. Ulmer

sign, seal and as their act and deed deliver the within written Lease; and that he with Cora Varn witnessed the execution thereof.

SWORN to before me this 30th day of September 1944 A. D. 19

Cora Varn (L. S.)
Notary Public for S. C.

J. I. Bryan

STATE OF SOUTH CAROLINA,

County of Colleton

RENUNCIATION OF DOWER

I, Cora Van a Notary Public do hereby certify unto all whom it may concern, that Mrs. Birdie B. Ulmer the wife of the within named Bon G. Ulmer did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named W. G. Burrage--- 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 30th day of September 1944 A. D. 19

Cora Varn (L. S.)
Notary Public for S. C.

Birdie B. Ulmer

Recorded 16 day of Oct at 9 A. M. 1944 19 at o'clock.

ASSIGNMENT OF OIL AND GAS LEASE

Whereas, On the 26th day of September 1944, a certain oil and gas mining lease was made and entered into by and between B. L. ULMER AND WIFE EVA ULMER, Lessor and W. O. Burrage, lessee covering the following described land in the county of Colleton and State of South Carolina to-wit:

Bounded on the North by land of T. H.Ulmer, Bounded on the East by land of O. J. Priester, Bounded on the South by land of J. A. Kinard, Bounded on the West by land of Henry Varn and containing 88 acres, more or less.

Said lease being recorded in the office of the County Clerk in and for said county in book 88 page 227, and

Whereas, The said lease and all rights thereunder or incident thereto are now owned by W. O. Burrage.

Now, Therefore, For and in consideration of One Dollar (and other good and valuable considerations), the receipt of which is acknowledged, the undersigned, the present owner___ of the said lease and all rights thereunder or incident thereto, does hereby bargain, sell, transfer, assign and convey all rights, title and interest of the original lessee and present owner ____ in and to the said lease and rights thereunder in sofar as it covers the above described tract of land together with all personal property used or obtained in connection therewith to C. J. Davidson and his heirs, successors and assigns.

And for the same consideration, the undersigned for himself and his heirs, successors and representatives, does covenant with the said assignee his heirs, successors, or assigns that he is the lawful owner of the said lease and rights and interests thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid.

In witness whereof, The undersigned owner and assignor has signed and sealed this instrument this 2nd day of October 1944.

Signed, sealed and delivered in the presence of.

Witness.
Jeanne Bray
A. B. McClamery

W. O. Burrage

State of South Carolina
County of Colleton
Personally appeared before me A. B. McClamery and made oath that he saw the within named W. O. Burrage sign, seal and as his act and deed deliver the within written Assignment of Oil and Gas Lease; and that he with Jeanne Bray witnessed the execution thereof.

Sworn to before me this 2nd day of October, A.D. 1944.

H. S. Price
Notary Public for S. C.
(Seal affixed)

A. B. McClamery

Recorded October 16, 1944 at 9 A.M.

. . . . . .

ASSIGNMENT OF OIL AND GAS LEASE

Whereas, On the 26th day of September 1944, a certain oil and gas mining lease was made and entered into by and between W. H. BLOCKER AND WIFE MAMIE BLOCKER, Lessor and W. O. Burrage, Lessee covering the following described land in the county of Colleton and State of South Carolina, to-wit:

First Tract; Containing 140 acres, more or less, and bounded as follows. On the North by land of Mrs. Jessie Crosby, Land of J. F. Blocker On the East by land of J. F. Blocker, On the South by land of J. W. Bishop, On the West by land of Sherrill Blocker and land of M. E. Lyons.

Second Tract; Containing 23 acres, more or less, and bounded as follows, On the North by State Highway #63, On the East by land of Jessie Crosby, On the Southbyland of A. W. Beach, On the West by land of J. W. Bishop and containing 163 acres, more or less

Said lease being recorded in the office of the County Clerk in and for said county in book 88 page 211, and

Whereas, The said lease and all rights thereunder or incident thereto are now owned by W. O. Burrage

Now, Therefore, For and in consideration of One Dollar (and other good and valuable considerations), the receipt of which is hereby acknowledged, the undersigned, the present owner of the said lease and all rights thereunder or incident thereto, does hereby bargain, sell, transfer, assign and convey all rights, title andinterest of the original lessee and present owner ____ in and to the said lease and rights thereunder in so far as it covers the above describeo tracts of land _____ together with all personal property used orobtained in connection therewith to C. J. Davidson and his heirs, successors and assigns.

And for the same consideration, the undersigned for himself and his heirs, successors and representatives, does covenant with the said assignee his heirs, successors, or assigns that he is the lawful owner of the said lease and right and interests thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid.

In witness Whereof, The undersigned owner and assignor has signed and sealed this instrument this 2nd day of October 1944.

Signed, sealed and delivered in the presence of.

Witness,
Jeanne Bray
A. B. McClamery

W. O. Burrage

232

State of South Carolina
County of Colleton

Personally appeared before me A. B. McGlamery andmade oath that he saw the within named W. G. Burrage sign, seal and as his act and deed deliver the within written Assignment of Oil and Gas Lease; and that he with Jeanne Gray witnessed the execution thereof.

Sworn to before me this 2nd day of October, A.D. 1944.

H. S. Price
Notary Public for S. C.
(Seal affixed)

A. B. McGlamery

Recorded October16, 1944 at 9 A.M.

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ASSIGNMENT OF OIL AND GAS LEASE

Whereas, On the 2nd day of October 1944, a certain oil and gas mining lease was made and entered into by and between D. B. BRELAND, Lessor and W. G. BURRAGE, Lessee covering the following described land in the county of Colleton and State of South Carolina to-wit:

Bounded on the North by land of Mitsell Herndon, Bounded on the East by land of Mrs. Dan Breland, bounded on the South by land of Lois Breland, Bounded on the West by land of C. K. Breland and containing 121 acres, more or less.

Said lease being recorded in the office of the County Clerk in and for said county in book 88 page 215, and

Whereas, The said lease and all rights thereunder or incident thereto are now owned by W.G.Burrage

Now, Therefore, For and in consideration of One Dollar (and other good and valuable consideretions), the receipt of which is hereby acknowledged, the undersigned, the present owner of the saidlease and all rights thereunder or incident thereto, does hereby bargain, sell, transfer, assign and convey all rights, title and interest of the original lessee and present owner _____ in and to the said lease and rights thereunder in so far as it covers the above described tract _____together with all personal property used or obtained in connection therewith to C. J. Davidson and his heirs, successors and assigns.

And for the same consideration, the undersigned for himself and his heirs, successors and representatives, does covenant with the said assignee his heirs, successors, or assigns that he is the lawful owner of the said lease and rights and interests thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid.

In Witness Whereof, The undersigned owner and assignor has signed and sealed this instrument this 2nd day of October 1944.

Signed, sealed and delivered in the presence of.

Witness.
Joanne Gray
A. B. McClamery

W. G. Burrage

State of South Carolina
County of Colleton
Personally appeared before me A. B. McClamery and made oath that he saw the within named W. G. Burrage sign, seal and as his act and deed deliver the within written Assignment of Oil and Gas lease; and that he with Joanne Gray witnessed the execution thereof.

Sworn to before me this 2nd day of October, A.D. 1944.

H. S. Price
Notary Public for S. C.
(Seal affixed)

A. B. McClamery

Recorded October 16, 1944 at 9 A.M.

. . . . . .

ASSIGNMENT OF OIL AND GAS LEASE

Whereas, On the 27th day of September 1944, a certain oil and gas mining lease was made and entered into by and between W. B. BRELAND AND WIFE JANIE BRELAND, Lessor and W. G. Burrage, Lessee covering the following described land in the county of Colleton and State of South Carolina to-wit:

First Tract; Being 68 acres of land more or less, and Bounded as follows, On the North by land of C. Y. Breland, and H. V. Breland, Bounded on the east by land of J. A. Breland, Bounded on the South by land of Dan Breland, Bounded on the West by the run of Little Salkehatchie river.

Second Tract; Being 185 acres of land, more or less, and bounded as follows, Bounded on the North by land of A. M. Bryan, Bounded on the east by land of A. M. Bryan, Bounded on the South by land of Tom Hedrick, Bounded on the West by Little Salkehatchie river, and containing 190 acres, more or less.

Said lease being recorded in the office of the County Clerk in and for said county in book 88 page 212, and

Whereas, The said lease and all rights thereunder or incident thereto are now owned by W.G.Burrage.

Now, Therefore, For and in consideration of One Dollar (and other good and valuable considerations), the receipt of which is hereby acknowledged, the undersigned, the present owner ____ of the said lease and all rights thereunder or incident thereto, does hereby bargain, sell, transfer, assign and convey all rights, title and interest of the original lessee and present owner _____ in and to the said lease and rights thereunder in so far as it covers the above described tracts of land _____ together with all personal property used or obtained in connection therewith to C.J. Davidson and his heirs, successors and assigns.

And for the same consideration, the undersigned for himself and his heirs, successors and representatives, does covenant with the said assignee his heirs, successors, or assigns that he is the lawful owner ___ of the said lease and rights and interests thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid.

In Witness Whereof, The undersigned owner and assignor has signed and sealed this instrument this 2nd day of Octobrr 1944.

Signed, sealed and delivered in the presence of.

Witness.
Joanne Gray
A. B. McClamery

W. G. Burrage

State of South Carolina
County of Colleton
Personally appeared before me A. B. McClamery and made oath that he saw the within named W. G.

Burrage sign, seal and as hisect and deed deliver the within written Assignment of Oil and Gas Lease; and that he with Joanne Bray witnessed the execution thereof.

Sworn to before me this 2nd day of October, A.D. 1944.

H. S. Price — A. B. McClamery
Notary Public for S. C.
(Seal affixed)

Recorded October 16, 1944 at 9 A.M.

. . . . . .

ASSIGNMENT OF OIL AND GAS LEASE

Whereas, On the 29th day of September 1944, a certain oil and gas mining lease was made and entered into by and between J. B. BRYAN AND Wife ANNA BRYAN, Lessor and W. G. Burrage, Lessee covering the following described land in the county of Colleton and State of South Carolina to-wit:

Bounded on the North by land of W. H. Williams, and land of R. M. Bryan, Bounded on the East by land of C. J. Thomas, Bounded on the South by land of R. M. Bryan, Bounded on the West by land of Annie Bryan containing 98 acres, more or less.

Said lease being recorded in the office of the County Clerk in and for said county in book 88 page 219, and

Whereas, The said lease and all rights thereuncer or incident thereto are now owned by W.G. Burrage.

Now, Therefore, For and in consideration of One Dollar (and other good and valuable considerations), the receipt of which is hereby acknowledged, the undersigned, the present owner _____ of the said lease and all rights thereunder or incident thereto, does hereby bargain, sell, transfer, assign and convey all rights, title and interest of the original lessee and present owner_____ in and to the said lease and rights thereuncer in so far as it covers the above described tract of land together with all personal property used or obtained in connection therewith to C.J.Davidson and his heirs, successors and assigns.

And for the same consideration, the undersigned for himself and his heirs, successors and representatives, does covenant with the said assignee his heirs, successors, or assigns that he is the lawful owner of the said lease and rights and interests thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid.

In Witness Whereof, The undersigned owner and assignor has signed and sealed this instrument this 2nd day of October 1944.

Signed, sealed and delivered in the presence of:

Witness.
Joanne Bray — W. G. Burrage
A. B. McClamery

State of South Carolina
County of Colleton.
Personally appeared before me A. B. McClamery and made oath that he saw the within named W. G. Burrage sign, seal and as his act and deed deliver the within written Assignment of Oil and Gas Lease; and that he with Joanne Bray witnessed the execution thereof.

Sworn to before me this 2nd day of October, A.D. 1944

H. S. Price — A. B. McClamery
Notary Public for S. C.
(Seal affixed)

Recorded October 16, 1944 at 9 A.M.

ASSIGNMENT OF OIL AND GAS LEASE

Whereas, On the 28th day of September 1944, a certain oil and gas mining lease was made and entered into by and between JAMES DUBOIS AND WIFE IVORY DUBOIS, Lessor and W. G. Burrage, Lessee covering the following described land in the county of Colleton and State of South Carolina, to-wit:

First Tract: Containing 300 acres more or less, and bounded as follows, On the North by land of Clyde Bennett, On the East by land of Joe Taylor, On the South by land of Walter McTeer and on the West by land of Sula Gree.

Second Tract: Containing 40 acres more or less, and bounded asfollows, On the North by land of Frank Breland, On the East by land of anlora Crosby, On the South by land of Est. of Susan Crosby, On the West by land of I. J. Crosby, and containing 340 acres, more or less.

Said lease being recorded in the office of the County Clerk in and for said county in book 88 page 221, and

Whereas, The said lease and all rights thereunder or incident thereto are now owned by W.G.Burrage.

Now, Therefore, For and in consideration of One Dollar (and other good and valuable considerations), the receipt of which is hereby acknowledged, the undersigned, the present owner of the said lease and all rights thereunder or incident thereto, does hereby bargain, sell, transfer, assign and convey all rights, title and interest of the original lessee and present owner in and to the said lease and rights thereunder in so far as it covers the above described tracts of land _____ together with all personal property used or obtained in connection therewith to C. J. Davidson and his heirs, successors and assigns.

And for the same consideration, the undersigned for himself and his heirs,successors and representatives, does covenant with the said assignee his heirs, successors, or assigns that he is the lawful owner of the said lease and rights and interests thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereu der have been duly paid.

In Witness Whereof, The undersigned owner and assignor has signed and sealed this instrument this 2nd day of October 1944.

Signed, sealed and delivered in the presence of.

Witness,
Jeanne Bray
A. B. McClamery

W. G. Burrage

State of South Carolina
County of Colleton
Personally appeared before me A. B. McClamery and made oath that he saw the within named W. G. Burrage sign, seal and as his act and deed deliver the within written Assignment of Oil and Gas Lease; and that he with Jeanne Bray witnessed the execution thereof.

Sworn to before me this 2nd day of October, A.D. 1944.

H. S. Price
Notary Public forS. C.
(Seal affixed)

A. B. McClamery

Recorded October 16, 1944 at 9 A.M.

ASSIGNMENT OF OIL AND GAS LEASE

Whereas, On the 26th day of September 1944, a certain oil and gas mining lease was made and entered into by and between R. B. KINARD AND WIFE REBECCA KINARD, Lessor and W. G. Burrage, Lessee covering the following described land in the county of Colleton and State of South Carolina, to-wit:

Bounded on the North by land of R. B. Kinard, Bounded on the East by land of C. Benton, Bounded on the South by the Nettie Bishop lands and land of Allie Benton. Bounded on the West by land of Pink Maloney and containing 84 acres, more or less.

Said lease being recorded in the office of the County Clerk in and for said county in book 88 page 223, and

Whereas, The said lease and all rights thereunder or incident thereto are now owned by W.G.Burrage

Now, Therefore, For and in consideration of One Dollar (and other good and valuable consideretions), the receipt of which is hereby acknowledged, the undersigned, the present owner_____ of the said lease and all rights thereunder or incident thereto, does hereby bargain, sell, transfer, assign and convey all rights, title and interest of the original lessee and present owner in and to the said lease and rights thereunder in so far as it covers the above described tract of land _____ together with all personal property used or obtained in connection therewith to C. J. Davidsonand his heirs, successors and assigns.

And for the same consideration, the undersigned for himself and his heirs, successors and representatives, does covenant with the said assignee his heirs, successors, or assigns that he is the lawful owner of the said lease and rights and interests thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid.

In Witness Whereof, The undersigned owner and assignor has signed and sealed this instrument this 2nd day of October 1944.

Signed, sealed and delivered in the presence of.
Witness.
Jeanne Bray
A. B. McClamery

W. G. Burrage

State of South Carolina.
County of Colleton.
Personally appeared before me A. B. McGlamery and made oath that he saw the within named W. G. Burrage sign, seal and as his act and deed deliver the within written Assign,ent of Oil and Gas Lease; and that he with Jeanne Bray witnessed the execution thereof.

Sworn to before me this 2nd day of October, A.D. 1944

H, S. Price — A. B. McGlamery
Notary Public forS. C.
(Seal affixed)

Recorded October 16, 1944 at 9 A.M.

. . . . . .

ASSIGNMENT OF OIL ANDGAS LEASE

Whereas, On the 23rd day of August 1944, a certain oil and gas mining lease was made and entered into by and between G. F. PELLUM AND HIS ADDIE PELLUM, Lessor and W. G. Burrage, Lessee covering the following described land in the county of Colleton and State of South Carolina, to-wit:

Bounded on the North by land of Frank Thompson, Bounded on the East by land of Manley Stanley, Bounded on the South by land of H. Crosby, Bounded on the West by land of Colson and land of Moreland and containing 144 acres, more or less

Said lease being recorded in the office of the County Clerk in and for said county in book 88 page 226, and

Whereas, The said lease and all rights thereunder or incident thereto are now owned by W.G.Burrage

Now, Therefore, For and in consideration of One Dollar (and other good and valuable considerations), the receipt of which is hereby acknowledged, the undersigned, the present owner of the said lease and all rights thereunder or incident thereto, does hereby bargain, sell, transfer, assign and convey all rights, title and interest of the original lessee and present owner ____ in and to the said lease and rights thereunder in so far as it covers the above described tract of land _____together with all personal property used or obtained in connection therewith to C. J. Davidson and his heirs, successors and assigns.

And for the same consideration, the undersigned for himself and his heirs, successors and representatives, does covenant with the said assignee his heirs, successors, or assigns that he is the lawful owner of the said lease and rights and interests thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid.

In Witness Whereof, The undersigned owner and assignor has signed and sealed this instrument this 2nd day of October 1944.

Signed, Sealed and delivered in the presence of.

Witness
Jeanne Bray — W. G. Burrage
A. B. McGlamery

State of South Carolina
County of Colleton
Personally appeared before me A. B. McGlamery and made oath that he saw the within named W. G. Burrage sign, seal and as his act and deed deliver the within written Assignment of Oil and Gas Lease; and that he with Jeanne Bray witnessed the execution thereof.

Sworn to before me this 2nd day of October A.D. 1944.

H. S. Price — A. B. McGlamery
Notary Public for S. C.
(Seal affixed)

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ASSIGNMENT OF OIL AND GAS LEASE

Whereas, On the 29th day of September 1944, a certain oil and gas mining lease was made and entered into by and between J. F. BLOCKER AND WIFE GLADYS BLOCKER, Lessor and W. G. Burrage, Lessee covering the following described land in the county of Colleton and State of South Carolina,to-wit:

Bounded on the North by land of J. G. O'Quinn, Bounded on the East by land of Herman Pender and land of Beach Est, and land of J. W. Bishop, Bounded on the South by land of Dr. Milner Beach, Bounded on the West by land of W. M. Blocker and land of J. W. Bishop

Said lease being recorded in the office of the County Clerk in and for said county in book 88 page 209, and

Whereas, The said lease and all rights thereunder or incident thereto are now owned by W.G.Burrage

Now, Therefore, For and in consideration of One Dollar (and other good and valuable considerations), the receipt of which is hereby acknowledged, the undersigned, the present owner of the said lease and all rights thereunder or incident thereto, does hereby bargain, sell, transfer, assign and convey all rights, title and interest of the original lessee and present owner in and to the said lease and rights thereunder in so far as it covers the above described tract _____together with all personal property used or obtained in connection therewith to C. J. Davidson and his heirs, successors and assigns.

And for the same consideration, the undersigned for himself and his heirs, successors and representatives, does covenant with the said assignee his heirs, successors, or assigns that he is the lawful

owner of the said lease and rights and interests thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid.

In Witness Whereof, the undersigned owner and assignor has signed and sealed this instrument this 2nd day of October 1944.

Signed, sealed and delivered in the presence of.

Witness
Jeanne Bray — W. G. Burrage
A. B. McGlamery

State of South Carolina
County of Colleton.
Personally appeared before me A. B. McGlamery and made oath that he saw the within named W. G. Burrage sign, seal and as his act and dood deliver the within written Assignment of Oil and Gas Lease; and that he with Jeanne Bray witnessed the execution thereof.

Sworn to before me this 2nd day of October A.D. 1944.

H. S. Price — A. B. McGlamery
Notary Public for S. C.
(Seal affixed)

Recorded October 16, 1944 at 9 A.M.

. . . . . .

ASSIGNMENT OF OIL AND GAS LEASE

Whereas, On the 27th day of September 1944, a certain oil and gas mining lease was made and entered into by and between SAM O. ULMER AND WIFE BRIDIE B. ULMER, Lessor and W. G. Burrage, Lessee covering the following described land in the county of Colleton and State of South Carolina, to-wit:

First Tract; being 200 acres more or less, bounded as follows. On the North by lands of H. M. Bryan and A. C. Breland, On the east by land of D. B. Breland and C. A. Breland, On the South by land of C. Y. Breland, On the West by land of L. C. Breland.
Second Tract; being 42 acres, more or less, bounded asfollows, On the North by land of Mrs. S.P. Bryan, On the East by land ofGertrude Godwin, On the South by land of Joseph Bryan, On the West by land of Lewis Est.
Third Tract, being 40 acres, more or less, bounded as follows, On the North by land of J.A.Breland and land of C. A. Breland, On the East by land of C. A. Breland and on the South by land of Ulmer Est, On the West by land of L. C. Breland,,and containing 282 acres, more or less.

Said lease being recorded in the office of the County Clerk in and for said county in book 88 page 229, and

Whereas, The said lease and all rights thereunder or incident thereto are now owned by W.G.Burrage

Now, Therefore, For and in consideration of One Dollar (and other good and valuable considerations), the receipt of which is hereby acknowledged, the undersigned, the present owner____ of the said lease and all rights thereunder or incident thereto, does hereby bargain, sell, transfer, assign and convey all rights, title and interest of the original lessee and present owner in and to the said lease and rights thereunder in so far as it covers the above described tracts of land_____ together with all personal property used or obtained in connection therewith to C. J. Davidson and his heirs, successors and assigns.

And for the same consideration, the undersigned for himself and his heirs, successors and representatives, does covenant with the said assignee his heirs, successors, or assigns that he is the lawful owner___ of the said lease and rights and interests thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due andpayable thereunder have been duly paid.

In Witness Whereof, The undersigned owner___ and assignor has signed and sealed this instrument this 2nd day of October 1944.

Signed, sealed and delivered in the presence of.
Witness.
Jeanne Bray — W. G. Burrage
A. B. McGlamery

State of South Carolina
County of Colleton
Personally appeared before me A. B. McGlamery and made oath that he saw the within named W.G. Burrage sign, seal and as his act and deed deliver the within written Assignment of Oil and Gas Lease; and that he with Jeanne Bray witnessed the execution thereof.

Sworn to before me this 2nd day of October, A.D. 1944.

H. S. Price — A. B. McGlamery
Notary Public for S. C.
(Seal affixed)

Recorded October 16, 1944 at 9 A.M.

SARAH G. WICHMAN, ETAL TO D. C. L. HIERS

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

KNOW ALL MEN BY THESE PRESENTS, That we, Sarah G. Wichman, A. H. Wichman, Gladys W. Fishburne, Sarah Boswell Harper, Frank S. Kellam, Frank S. Kellam, Jr., Elizabeth W. Kellam and F. P. Wichman, in the State aforesaid, in consideration of the sum of One and no/100 ($1.00) Dollar to us paid by D. C. L. Hiers, in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, quitclaimed and released, and by these presents do grant, bargain, sell, quitclaim and release unto the said D. C. L. Hiers, his heirs and assigns:

All our right, title and interest as heirs at law of H. H. Wichman, deceased, in and to:

All that certain piece, parcel or tract of land located in Colleton County, South Carolina, containing one hundred (100) acres, more orless, and bounded as follows: On the North by lands of the late P. C. Bennett and Wichman; on the East by lands of Easterlin and Bethea; on the South by lands of Easterlin; and on the West by Cook's Hill Public Road.

Being the same tract of land conveyed to Farmers and Merchants Bank by deed of Lucus C. Padgett, Sheriff, dated the 18th day of July, 1932, and recorded in the Office of the Clerk of Court for Colleton County, South Carolina in Deed Book 66 at page 558.

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 and singular the premises before mentioned unto the said D. C. L. Hiers, his heirs and assigns forever.

And we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said D. C. L. Hiers, his heirs and assigns, against us and our heirs lawfully claiming, or to claim, the same or any part thereof.

WITNESS our Hands and Seals this 19th day of July in the year of our Lord one thousand nine hundred and forty-four and in the one hundred and sixty-ninth year of the Sovereignth and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

I. M. Fishburne — Sarah G. Wichman (L.S.)

Isadore Bogoslow — A. H. Wichman (L.S.)
Witness as to:
Sarah G. Wichman, A. H. Wichman,
Gladys W. Fishburn and Sara B. Harper — Gladys W. Fishburne (L.S.)

Sarah Boswell Harper (L.S.)

Isadore Bogoslow — Frank S. Kellam (L.S.)

Catherine Seigler — Frank S. Kellam, Jr. (L.S.)
Witnesses as to: Frank S. Kellam, Sr.
and Frank S. Kellam, Jr.

Mrs. J. Osgood — Elizabeth W. Kellam (L.S.)

Mrs. Pearl Osgood

Lewis W. Armstead — F. P/ Wichman (L.S.)

J. L. Chason

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

Personally appeared before me Isadore Bogoslow and made oath that he saw the within named Frank S. Kellam, Sr. and Frank S. Kellam, Jr. sign, seal and as their act and deed deliver the within written Deed for the uses and purposes therein mentioned, and that he with Catherine Seigler witnessed the execution thereof.

SWORN to before me this 21st. day of August, 1944.

Isadore Bogoslow

Nancy Padgett (L.S.)
Notary Public for South Carolina
(Seal affixed)

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON ,)

Personally appeared before me I. M. Fishburne andmade oath that he saw the within named Sarah G. Wichman, A. H. Wichman, Gladys W. Fishburne, and Sara B. Harper sign, seal and as their act and dead deliver the within written Deed for the uses and purposes therein mentioned, and that he with Isadore Bogoslow witnessed the execution thereof.

SWORN to before me this 24th day of July, 1944.

I. M. Fishburne

Isadore Bogoslow (L.S.)
Notary Public for South Carolina
(Seal affixed)

STATE OF MARYLAND)
CITY OF BALTIMORE)

Personally appeared before me Mrs. J. Osgood and made oath that she saw the within named Elizabeth W. Kellam sign, seal and as her act and deed deliver the within written Deed for the uses and purposes therein mentioned, and that she with Pearl K Osgood witnessed the execution thereof.

SWORN to before me this 4th day of October, 1944.

Mrs. J. Osgood

S. S. Osgood (L.S.)
Notary Public for Baltimore
My commission expires May 7, 1945
(Seal affixed)

STATE OF FLORIDA)
COUNTY OF LEE)

Personally appeared before me Lewis M. Armstead and made oath that he saw the within named F.P. Wichman sign, seal and as his act and deed deliver the within written Deed for the uses and purposes therein mentioned, and that he with J. W. Chason witnessed the execution thereof.

SWORN to before me this 18th day of October, 1944.

Lewis M. Armstead

Mildred F. Smith (L.S.)
Notary Public , State of Florida at large
My commission expires Aug. 20, 1945
(Seal affixed)

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON) RENUNCIATION OF DOWER

I, I. M. Fishburne, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Jennie M. Wichman, the wife of the within named A.H.Wichman, 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 D.C.L. Hiers, his heirs and assigns, all here 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 17th day of July A.D. 1944.

Jennie M. Wichman

I. M. Fishburne (L.S.
Notary Public for S. C.

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON) RENUNCIATION OF DOWER

I, Isadore Bogoslow, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Reba C. Kellam, the wife of the within named Frank S. Kellam, 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 D.C.L. Hiers, his heirs and assigns, all here interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.
GIVEN under my Hand and Seal this 17th day of August A.D. 1944.

Reba C. Kellam

Isadore Bogoslow (L.S.)
Notary Public for S. C.
(Seal affixed)

371

STATE OF FLORIDA)

COUNTY OF DODE)

RENUNCIATION OF DOWER

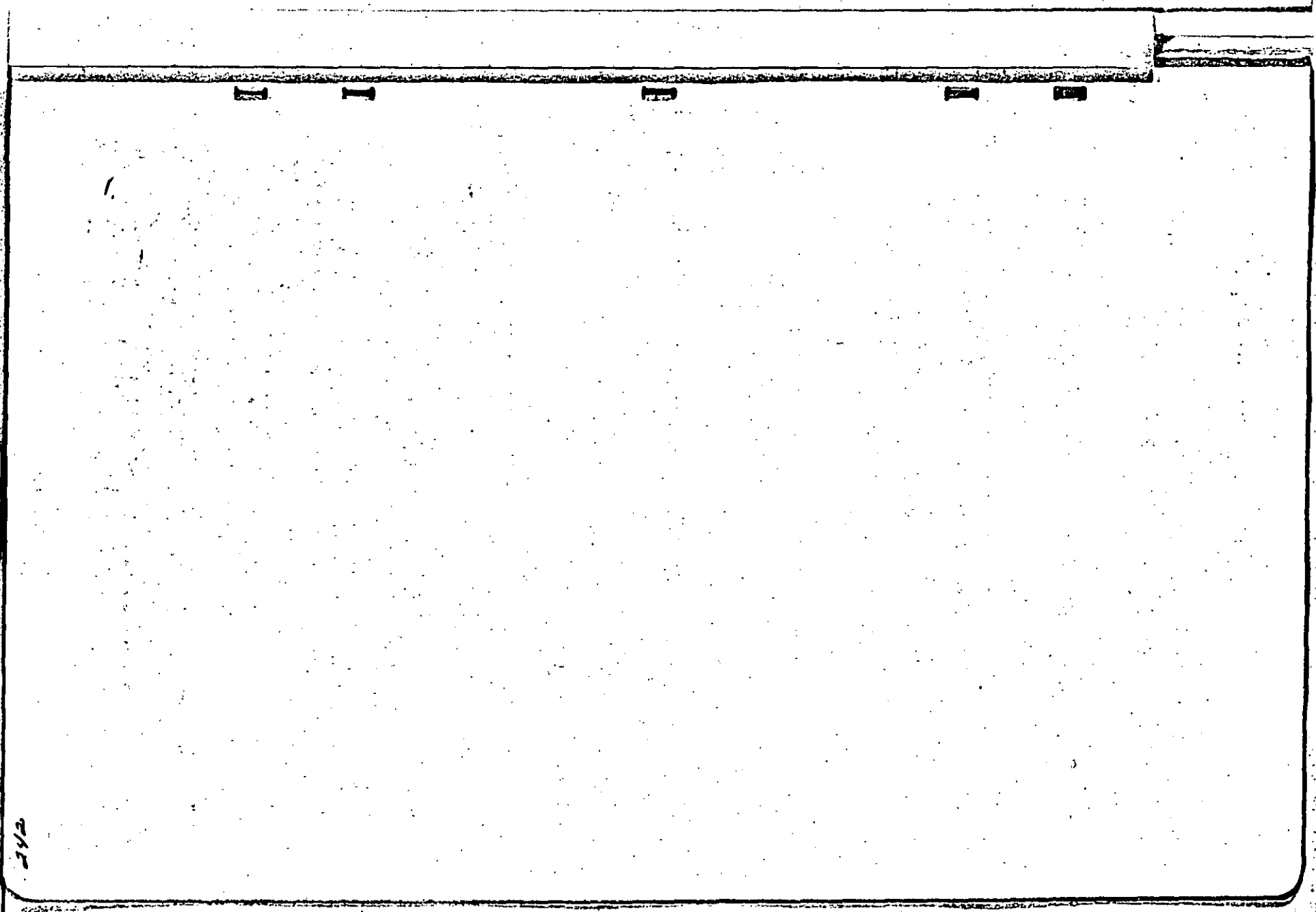
I, Ethel Henshaw, a Notary Public for State of Fla. at Large do hereby certify unto all whom it may concern, that Mrs. F. P. Wichman, the wife of the within named F. P. Wichman, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named D. C. L. Hiers, his heirs and assigns, all her interest and estate, and also all her right and claim of Dower,of, in or to all the singular the premises within mentioned and released.

Given under my Hand and Seal this 10th day of October A.D. 1944.

Ethel Henshaw (L.S.)
Notary Public for Dode Co. Florida at Large
My commission expires 10-21-47
(Seal affixed)

Mrs. F. P. Wichman

Recorded October 23, 1944 at 9:30 A.M.



MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That A. B. McClamery

of Colleton 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 Ten dollars and other good and valuable consideration ($10.00) Dollars, paid by H. A. Hedberg, Forth Worth, Texas, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-eighth (1/8) 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:

Being 80 acres of land, more or less bounded as follows:

Bounded on the North by Black Creek
Bounded on the East by land of T. J. Blocker
Bounded on the South by land of Sherrill Blocker and State Highway #63
Bounded on the West by Black Creek.

(It is the intention of the above description to cover the same land described in a Mineral Right and Royalty Transfer from A. M. Lyons, et ux, to A. B. McClamery, which was dated October 5th, 1944.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor this 9th day of October, 1944.

Signed, Sealed and Delivered in the Presence of:

Witnesses:

A. B. McClamery

H. D. Murrage

Mayette McClamery

244

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me W. B. Murrage

and made oath that he saw the within named A. B. McGlamery

sign, seal, and as his act and deed, deliver the within written mineral right and royalty transfer and that he with Maretta McGlamery witnessed the execution thereof.

SWORN to before me, this 9th day of October A. D. 1944

H. E. Price (SEAL)
(Seal affixed)
Notary Public for S. C.

W. B. Murrage

THE STATE OF SOUTH CAROLINA,
County.

RENUNCIATION OF DOWER

I,

do hereby certify unto all whom it may concern, that Mrs.

the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

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 day of Anno Domini 19

(SEAL)

Notary Public for

Recorded October 20, 1944 at 4 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
County of COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That A. B. McGlamery

of Colleton 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 Ten Dollars and other good and valuable consideration ($10.00) Dollars, paid by H. A. Hadberg Fort Worth, Texas, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-eighth (1/8) 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:

163 acres of land, more or less, bounded as follows:

First Tract: Being 140 acres of land, more or less, bounded as follows: On the North by land of Mrs. Jessie Crosby, and land of J. F. Blocker, on the East by land of J. F. Blocker, on the South by land of C. W. Bishop, on the West by land of Sherrill Blocker and land of M. A. Lyons.

Second Tract: Being 23 acres of land, more or less, bounded as follows: bounded on the North by State Highway #63, on the East by land of Jessie Crosby, on the South by land of A. W. Beach, on the West by land of C. W. Bishop.

(It is the intention of the above description to cover the same land described in a Mineral Right and Royalty Transfer from M. A. Blocker, et ux, to A. B. McGlamery, which was dated September 29th, 1944.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor this 9th day of October, 1944.

Signed, Sealed and Delivered in the Presence of:

Witnesses:

W. G. Burrage

Hayatte McGlamery

A. B. McGlamery

246

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me W. G. Burrage

and made oath that he saw the within named A. H. McGlamery

sign, seal, and as his act and deed, deliver the within written mineral right and royalty transfer and that he

with Odyetta McGlamery

witnessed the execution thereof.

SWORN to before me, this 9th day of October A. D. 1944.

H. S. Fried (SEAL)
(Seal affixed)

Notary Public for S. C.

W. G. Burrage

THE STATE OF SOUTH CAROLINA,
County.

RENUNCIATION OF DOWER

I,

do hereby certify unto all whom it may concern, that Mrs.

the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

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 day of Anno Domini 19

(SEAL)

Notary Public for

Recorded October 20, 1944 at 4 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That A. B. McClamery

of Colleton 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 Ten dollars and other good and valuable consideration ($ 10.00) Dollars, paid by H. A. Hadberg Fort Worth, Texas, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-sixteenth (1/16) 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:

First Tract: Being 1256 acres of land more or less and bounded as follows: Bounded on the North by Old Highway #15 and by lands of Tom Hiott and Dr. D. H. Worley. Bounded on the East by lands of Tom Hiott. Bounded on the South by lands of Josephine Crowley, Tom Pender and Est. of Allie Wilson. Bounded on the West by lands of Allie Wilson and landsof Jake Wade.

Second Tract: Being 30 acres of land more or less and bounded as follows: Bounded on the North by lands of Loyd Tumner. Bounded on the East by lands of Jake Wade. Bounded on the South by lands of Est. of Sam Sally. Bounded on the West by the Est. of Sam Sally.

Third Tract: Being 107 acres of land more or less and bounded as follows; Being bounded on the North by lands, estate of Charles Sally and Mason. Bounded on the East by lands of Crosby Bros. and land of W. H. Vann. Bounded on the South by lands of A. M. Durham. Bounded on the West by land of Mosh Sally.

Fourth Tract: Being 107 acres of land more or less and bounded as follows: Bounded on the North by lands of W. H. Vann. Bounded on the East by land of H. A. Durham and land of Snooks. Bounded on the South by land of West Va. Pulp and Paper Co. Bounded on the West by land of West Va. Pulp and Paper Co. and W. H. Vann and I. A. Snooks. All of the above tracts containing a total of 1600 acres more or less.

(It is the intention of the above description to cover the same land described in a Mineral Right and Royalty Transfer from W. W. Strickland, et ux, to A. B. McClamery, which was dated July 31, 1944.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor this 9th day of October 1944

Signed, Sealed and Delivered in the Presence of:

Witnesses:

A. B. McClamery

W. O. Burrage

Mayette McClamery

248

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me W. G. Burrage and made oath that he saw the within named W. G. McGlamery sign, seal, and as his act and deed, deliver the within written mineral right and royalty transfer and that he with Hayatte McGlamery witnessed the execution thereof.

SWORN to before me, this 9th day of October, A. D. 1944.

H. S. Price (SEAL)
(Seal affixed)
Notary Public for S. C.

W. G. Burrage

THE STATE OF SOUTH CAROLINA,
County.

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named 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 day of Anno Domini 19

(SEAL)

Notary Public for

Recorded October 20, 1944 at 4 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That A. B. McClamory

of Colleton 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 Ten dollars and other good and valuable consideration ($10.00) Dollars, paid by H. A. Hedberg Fort Worth, Texas, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-eighth (1/8) 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:

Being 160 acres of land, more or less, and bounded as follows:

Bounded on the North by land of J. G. O'Quinn
Bounded on the East by land of Norman Ponder, by land of Beach Estate, by land of J.W.Bishop
Bounded on the South by land of Dr. Milner Beach
Bounded on the West by land of A. M. Blocker, by land of J. L. Bishop

(It is the intention of the above description to cover the same land described in a Mineral Right and Royalty Transfer from J. F. Blocker, et ux to A. B. McClamory, which was dated September 29th, 1944.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor this 9th day of October, 1944

Signed, Sealed and Delivered in the Presence of:

Witnesses:

A. B. McClamory

A. B. Burrage

Hayette McClamery

257

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me W. G. Burrage and made oath that he saw the within named A. H. McGlamery sign, seal, and as his act and deed, deliver the within written mineral right and royalty transfer and that he with Hoyette McGlamery witnessed the execution thereof.

SWORN to before me, this 9th day of October, A. D. 1944.

H. S. Price (SEAL)
(Seal affixed)
Notary Public for S. C.

W. G. Burrage

THE STATE OF SOUTH CAROLINA,
County.

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named 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 day of Anno Domini 19

(SEAL)

Notary Public for

Recorded October 20, 1944 at 4 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
County of COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That A. b. McClamery

of Colleton 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 Te; dollars and other good and valuable consideration ($10.00) Dollars, paid by H. A. Hadberg Fort Worth, Texas, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-eighth (1/8) 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:

being 69 acres of land, more or less, and bounded asfollows:

Bounded on the North by land of est. of C. R. Oreland
Bounded on the East by land of C. R. Oreland
Bounded on the South by land of est. of J. A. Oreland
Bounded on the West by U. S. Highway #21

(It is the intention of the above description to cover the same land described in a Mineral Right and Royalty Transfer from C. Y. Oreland, et ux, to A. B. McClamery, which was dated September 29th, 1944.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor this 9th day of October, 1944.

Signed, Sealed and Delivered in the Presence of:

Witnesses:

H. H. Burrage

Hayette McClamery

A. b. McClamery

DEED

252

THE STATE OF SOUTH CAROLINA,
Calhoun County.

PERSONALLY appeared before me W. O. Burrage and made oath that he saw the within named W. H. McGlamery sign, seal, and as his act and deed, deliver the within written mineral right and royalty transfer and that he with Knyatte McGlamery witnessed the execution thereof.

SWORN to before me, this 9th day of October, A. D. 1944

H. S. Price (SEAL)
(Seal affixed)

Notary Public for S. C.

W. O. Burrage

THE STATE OF SOUTH CAROLINA,
County.

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named 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 day of Anno Domini 19

(SEAL)

Notary Public for

Recorded October 20, 1944 at 4 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That A. B. McClamery

of Colleton 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 Ten dollars and other good and valuable consideration ($10.00) Dollars, paid by H. A. Hedberg Fort Worth, Texas, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-eighth (1/8) 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:

being 84 acres of land, more or less, bounded as follows:

On the North by H. B. Kinard lands
On the east by C. Benton lands
On the South by Nettie Bishop and Allie Benton lands
On the west by Pink Maloney lands

(It is the intention of the above description to cover the same land described in a Mineral Right and Royalty Transfer from H. B. Kinard, et ux, to A. B. McClamery, which was dated September 29th, 1944.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor this 9th day of October, 1944

Signed, Sealed and Delivered in the Presence of:

Witnesses:

A. B. McClamery

W. G. Burrage

Unyatta McClamery

DEED

23-F

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me W. G. Durrage

and made oath that he saw the within named A. H. McGlamery

sign, seal, and as his act and deed, deliver the within written mineral right and royalty transfer and that he with Mayetta McGlamery witnessed the execution thereof.

SWORN to before me, this 9th day of October A. D. 194

H. S. rrice (Seal affixed) (SEAL)
Notary Public for S. C.

W. G. Durrage

THE STATE OF SOUTH CAROLINA,
County.

RENUNCIATION OF DOWER

I,

do hereby certify unto all whom it may concern, that Mrs.

the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

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 day of Anno Domini 19

(SEAL)

Notary Public for

Recorded October 20, 1944 at 4 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
County of COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That A. B. McGlamery

of Colleton 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 Ten dollars and other good and valuable consideration ($10.00) Dollars, paid by H. A. Hedberg Fort Worth, Texas, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-eighth (1/8) 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:

being 88 acres of land, more or less, and bounded as follows:

Bounded on the North by land of T. R. Ulmer
Bounded on the East by land of J. J. Priester
Bounded on the South by land of J. A. Kinard
Bounded on the West by land of Henry Varn

(It is the intention of the above description to cover the same land described in a Mineral Right and Royalty Transfer from B. L. Ulmer, et ux, to A. B. McGlamery, which was dated September 29th, 1944.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor this 9th day of October, 1944.

Signed, Sealed and Delivered in the Presence of:

Witnesses:

A. B. McGlamery

A. D. Burrage

Dayette McElmurry

256

THE STATE OF SOUTH CAROLINA,
Colleton COUNTY.

PERSONALLY appeared before me L. G. Burrage

and made oath that he saw the within named L. G. McIlamary

sign, seal, and as his act and deed, deliver the within written mineral right and royalty transfer and that he with Mayotte McIlamary witnessed the execution thereof.

SWORN to before me, this 9th day of October, A. D. 1944.

H. S. Price (SEAL)
(Seal affixed)
Notary Public for S. C.

L. G. Burrage

THE STATE OF SOUTH CAROLINA,
COUNTY.

RENUNCIATION OF DOWER

I,

do hereby certify unto all whom it may concern, that Mrs.

the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

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 day of Anno Domini 19

(SEAL)

Notary Public for

Recorded October 20, 1944 at 4 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That A. B. McClamory

of Colleton 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 Ten dollars and other good and valuable consideration ($ 10.00) Dollars, paid by H. A. Hedberg Fort Worth, Texas, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-eighth (1/8) 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:

being 227 acres of land, more or less, bounded as follows:
On the North by land of D. B. Breland
On the East by land of D. B. Breland andland of J. A. Breland
On the South by land of B. G. Ulmer
On the West by land of C. Y. Breland and land of C. H. Breland

(It is the intention of the above description to cover the same land described in a Mineral Right and Royalty Transfer from C. K. Breland, et ux, to A. B. McClamory, which was dated September 29th, 1944.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor this 9th day of October, 1944

Signed, Sealed and Delivered in the Presence of:

Witnesses:

A. B. McClamory

L. G. Burrage

Lovette McClamory

DEED

238

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me W. G. Burrage and made oath that he saw the within named A. B. McGlamery sign, seal, and as his act and deed, deliver the within written mineral right and royalty transfer and that he with Hayarth McGlamery witnessed the execution thereof.

SWORN to before me, this 9th day of October, A. D. 19 44

H. S. Price (SEAL)
(Seal affixed)
Notary Public for S. C.

W. G. Burrage

THE STATE OF SOUTH CAROLINA,
County.

RENUNCIATION OF DOWER

I,

do hereby certify unto all whom it may concern, that Mrs.

the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

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 day of Anno Domini 19

(SEAL)

Notary Public for

Recorded October 20, 1944 at 4 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That A. B. McGlamery

of Colleton 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 ten dollars and other good and valuable consideration ($ 10.00) Dollars, paid by H. A. Hadberg Fort Worth, Texas hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-eighth (1/8) 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:

Being 121 acres more or less, and bounded as follows:

On the North by land of Mitsell Herndon
On the East by land of Mrs. Dan Breland
On the South by land of Lois Breland
On the West by land of C. K. Breland

(It is the intention of the above description to cover the same land described in a Mineral Right and Royalty Transfer from B. B. Breland, to A. B. McGlamery, which was dated September 29th, 1944.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor this 9th day of October 1944.

Signed, Sealed and Delivered in the Presence of:

Witnesses:

A. B. McGlamery

L. O. Burrows

Juyetta McGlamery

DEED

260

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me W. G. Surrage and made oath that he saw the within named A. B. McGlamery sign, seal, and as his act and deed, deliver the within written mineral right and royalty transfer and that he with Joyette McGlamery witnessed the execution thereof.

SWORN to before me, this 9th day of October, A. D. 1944.

H. S. Price (SEAL)
(Seal affixed)

Notary Public for S. C.

W. G. Surrage

THE STATE OF SOUTH CAROLINA,
County.

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named 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 day of Anno Domini 19

(SEAL)

Notary Public for

Recorded October 20, 1944 at 4 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That A. B. McGlamery

of Colleton 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 Ten dollars and other good and valuable consideration ($10.00) Dollars, paid by H. A. Hudson Fort Worth, Texas, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-eighth (1/8) 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:

Being 139 acres of land, more or less, and described as follows:

First Tract; being 79 acres of land, more or less, bounded as follows:
On the North by land of J. L. Bryan
On the East by land of Annie Bryan
On the South by land of Rufus Bryan
On the West by land of Henry Gooding

Second Tract: being 60 acres of land, more or less, bounded as follows:
On the North by State Highway 64
On the East by land of Blanche Hudson
On the South by land of Ethel Crosby
On the West by land of H. D. Padgett, Est.

(It is the intention of the above description to cover the same land described in a Mineral Right and Royalty Transfer from H. C. Gooding, et ux to A. B. McGlamery, which was dated September 30th, 1944.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor this 9th day of October, 1944

Signed, Sealed and Delivered in the Presence of:

Witnesses:

A. B. McGlamery

L. G. Murrah

Mayette McGlamery

DEED

262

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me W. G. Murrage and made oath that he saw the within named A. Mc McCluamery sign, seal, and as his act and deed, deliver the within written mineral right and royalty transfer and that he with Mayette McCluamery witnessed the execution thereof.

SWORN to before me, this 9th day of October, A. D. 1944

H. S. Price (SEAL)
(Seal affixed)
Notary Public for S. C.

W. G. Murrage

THE STATE OF SOUTH CAROLINA,
County.

RENUNCIATION OF DOWER

I,

do hereby certify unto all whom it may concern, that Mrs.

the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

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 day of Anno Domini 19

(SEAL)

Notary Public for

Recorded October 20, 1944 at 4 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
County of COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That A. B. McGlamery

of Colleton 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 Ten dollars and other good and valuable consideration ($ 10.00) Dollars, paid by H. A. Hadberg Fort Worth, Texas, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-eighth (1/8) 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:

First Tract: Being 65 acres of land, more or less, and bounded as follows:
Bounded on the North by land of C. T. Oreland and land of H. V. Oreland
Bounded on the East by land of J. A. Oreland
Bounded on the South by land of Dan Oreland
Bounded on the West by the run of Little Salkehatchie River

Second Tract: Being 125 acres of land, more or less, and bounded as follows:
Bounded on the North by land of A. M. Bryan
Bounded on the East by land of A. M. Bryan
Bounded on the South by land of Tom Hadrick
Bounded on the West by Little Salkehatchie River.

(It is the intention of the above description to cover the same land described in a Mineral Right and Royalty Transfer from A. B. Oreland, et ux, to A. B. McGlamery, which was dated September 29th, 1944.)

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 access 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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor this 9th day of October, 1944

Signed, Sealed and Delivered in the Presence of:

Witnesses:

E. G. Burrage

Fayette McGlamery

A. B. McGlamery

264

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me L. G. Burrage

and made oath that he saw the within named W. H. McClamury

sign, seal, and as his act and deed, deliver the within written mineral right

and royalty transfer and that he

with Hayette McClamury

witnessed the execution thereof.

SWORN to before me, this 9th
day of October, A. D. 1944.

H. S. Price (SEAL)
(Seal affixed)

Notary Public for S. C. L. G. Burrage

THE STATE OF SOUTH CAROLINA,
County.

RENUNCIATION OF DOWER

I,

do hereby certify unto all whom it may concern, that Mrs.

the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

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 day of Anno Domini 19

(SEAL)

Notary Public for

Recorded October 20, 1944 at 4 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That A. B. MCGLAMERY

of Colleton 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 Ten dollars and other good and valuable consideration ($10.00) Dollars, paid by H. A. Hodberg Fort Worth, Texas, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-eighth (1/8) 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:

Being 340 acres of land, more or less, bounded as follows;

First Tract containing 300 acres, more or less, bounded as follows: On the North by land of Clyde Bennett, on the East by land of Joe Taylor, on the South by land of Walter McTeer, on the West by land of Sula Drue.

Second Tract: containing 40 acres, more or less, bounded as follows: On the North by land of Frank Ireland, on the East by land of Anlora Crosby, on the South by land of Est. of Susan Crosby, on the West by land of I. J. Crosby.

(It is the intention of the above description to cover the same land described in a Mineral Right and Royalty Transfer from James Lubois, et ux to A. B. McGlamery, which was dated September 29th, 1944.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor this 9th day of October, 1944.

Signed, Sealed and Delivered in the Presence of:

Witnesses:

A. B. McGlamery

E. O. Durrage

Lafayette McGlamery

266

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me L. O. Burrows and made oath that he saw the within named L. M. McElmoyle sign, seal, and as his act and deed, deliver the within written mineral right and royalty transfer and that he with Koyette McElmoyle witnessed the execution thereof.

SWORN to before me, this 9th day of October A. D. 19 44

H. S. Price (SEAL)
(Seal affixed)
Notary Public for S. C.

L. O. Burrows

THE STATE OF SOUTH CAROLINA,
County.

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named 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 day of Anno Domini 19

(SEAL)

Notary Public for

Recorded October 20, 1944 at 4 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That A. B. McGlamery

of Colleton 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 Ten dollars and other good and valuable consideration ($ 10.00) Dollars, paid by H. A. Hadnot Fort Worth, Texas, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-eighth (1/8) 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:

First Tract: Being 200 acres, more or less, and bounded as follows: Bounded on the North by land of R. M. Bryan and land of L. C. Breland Bounded on the East by land of D. B. Breland and land of C. A. Breland bounded on the South by land of C. Y. Breland bounded on the West by land of L. C. Breland

Second Tract: Being 42 acres, more or less, and bounded as follows: Bounded on the North by land of Mrs. S. P. Bryan Bounded on the East by land of Gertrude Godwin Bounded on the South by land of Joseph Bryan Bounded on the West by land of Davis Est.

Third Tract: Being 40 acres, more or less and bounded as follows: Bounded on the North by land of J. A. Breland and land of C. A. Breland Bounded on the East by land of C. A. Breland Bounded on the South by land of A. H. Ulmer Est. Bounded on the West by land of L. C. Breland

(It is the intention of the above description to cover the same land described in a Mineral Right and Royalty Transfer from Don G. Ulmer et ux, to A. B. McGlamery, which was dated September 29th, 1944.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor this 9th day of October, 1944

Signed, Sealed and Delivered in the Presence of:

Witnesses:

W. W. Murrace

Mayette McGlamery

A. B. McGlamery

268

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me L. H. Murrage and made oath that he saw the within named L. H. McGlamery sign, seal, and as his act and deed, deliver the within written mineral right and royalty transfer and that he with Wayetta McGlamery witnessed the execution thereof.

SWORN to before me, this 9th day of October, A. D. 1944.

H. S. Price (SEAL)
(Seal affixed)
Notary Public for S. C.

L. H. Murrage

THE STATE OF SOUTH CAROLINA,
County.

RENUNCIATION OF DOWER

I,

do hereby certify unto all whom it may concern, that Mrs.

the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

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 day of Anno Domini 19

(SEAL)

Notary Public for

Recorded October 20, 1944 at 4 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That A. B. McClamery

of Colleton 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 Ten dollars and other good and valuable consideration ($10.00) Dollars, paid by H. A. Hedberg Fort Worth, Texas, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-eighth (1/8) 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:

First Tract, Containing 60 acres of land more or less, bounded as follows, Bounded on the North by land of J. A. Breland and bounded on the east by land of Ben G. Ulmer and land of Hazel G. Ulmer, bounded on the South by land of John Lubolso, bounded on the West by land of W. D. Breland.

Second Tract, being 415 acres of land, more or less, bounded as follows, bounded on the North by land of S. L. Bailey, Est. bounded on the East by land of Bryan Bros. and land of Mrs B. G. Ulmer and bounded on the South by land of H. W. Breland and bounded on the West by land of Est. of J. A. Bains and land of Johnnie Martin, both tracts containing a total of 465 acres more or less.

(It is the intention of the above description to cover the same land described in a Mineral Right and Royalty Transfer from L. C. Breland et ux to A. B. McClamery, which was dated September 2nd, 1944.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor this 9th day of October, 19 44

Signed, Sealed and Delivered in the Presence of:

Witnesses:

A. B. McClamery

E. C. Burrows

Mayette McClamery

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me W. G. Burrage and made oath that he saw the within named W. W. McGlamery sign, seal, and as his act and deed, deliver the within written mineral right and royalty transfer and that he with Lovette McGlamery witnessed the execution thereof.

SWORN to before me, this 9th day of October A. D. 1944

H. S. Price (SEAL)
(Seal affixed)
Notary Public for S. C.

W. G. Burrage

THE STATE OF SOUTH CAROLINA,
County.

RENUNCIATION OF DOWER

I,

do hereby certify unto all whom it may concern, that Mrs.

the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

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 day of Anno Domini 19

(SEAL)

Notary Public for

Recorded October 20, 1944 at 4 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That A. B. McClamery

of Colleton 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 Ten dollars and other good and valuable consideration ($10.00) Dollars, paid by H. A. Hedberg Fort Worth, Texas, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-eighth (1/8) 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:

Being 98 acres of land, more or less, and bounded as follows:

On the North by land of W. H. Williams and land of H. H. Bryan,
On the East by land of C. J. Thomas
On the South by land of H. T. Bryan
On the West by land of Annie Bryan

(It is the intention of the above description to cover the same land described in Mineral Right and Royalty Transfer from J. B. Bryan, et ux to A. B. McClamery, which was dated September 30th, 1944.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor this 9th day of October, 1944

Signed, Sealed and Delivered in the Presence of:

Witnesses:

L. G. Murrage

Mayette McClamery

A. B. McClamery

272

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me W. G. Murrage and made oath that he saw the within named A. E. McGlamery sign, seal, and as his act and deed, deliver the within written mineral right and royalty transfer and that he with Mayette McGlamery witnessed the execution thereof.

SWORN to before me, this 9th day of October A. D. 1944

H. S. Price (SEAL)
(Seal affixed)
Notary Public for S. C.

W. G. Murrage

THE STATE OF SOUTH CAROLINA,
County.

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named 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 day of Anno Domini 19

(SEAL)

Notary Public for

Recorded October 20, 1944 at 4 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
County of COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That A. B. McGlamery

of Colleton 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 Ten dollars and other good and valuable consideration ($ 10.00) Dollars, paid by H. A. Hadberg, Fort Worth, Texas, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-eighth (1/8) 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:

being 143 acres of land, more or less, and bounded as follows:
On the North by land of Est. of E. Benton
On the East by land of the Est. of O. J. Varn
On the South by land of F. Maloney
On the West by land of L. L. Herndon

(It is the intention of the above description to cover the same land described in a Mineral Right and Royalty Transfer from S. B. Lyons, et ux, to A. B. McGlamery, which was dated October 9th, 1944.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor this 9th day of October, 1944.

Signed, Sealed and Delivered in the Presence of:

Witnesses:

L. O. Burrage

Hayette McGlamery

A. B. McGlamery

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me W. G. Burrage

and made oath that he saw the within named A. B. McElmurry

sign, seal, and as his act and deed, deliver the within written mineral right and royalty transfer and that he with Wyatte McElmurry witnessed the execution thereof.

SWORN to before me, this 9th day of October, A. D. 1944

H. S. Price (SEAL)
(Seal affixed)
Notary Public for S. C.

W. G. Burrage

THE STATE OF SOUTH CAROLINA,
County.

RENUNCIATION OF DOWER

I,

do hereby certify unto all whom it may concern, that Mrs.

the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

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 day of Anno Domini 19

(SEAL)

Notary Public for

Recorded October 20, 1944 at 4 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That A. B. McGlamery

of Colleton 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 Ten dollars and other good and valuable consideration ($10.00) Dollars, paid by H. A. Hedberg Fort Worth, Texas, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-eighth (1/8) 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:

Being 70 acres of land, more or less, and bounded as follows:

Bounded on the North by land of H. M. Smoak
Bounded on the East by land of G. F. Pellum and land of the Breland Est.
Bounded on the South by land of S. S. Crosby
Bounded on the West by land of the Bailey Est.

(It is the intention of the above description to cover the same land described in a Mineral Right and Royalty Transfer from Josh H. Smoak, et ux, to A. B. McGlamery, which was dated August 23rd, 1944.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor this 9th day of October, 1944.

Signed, Sealed and Delivered in the Presence of:

Witnesses:

A. B. McGlamery

H. O. Durrago

Myatte McGlamery

276

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me W. O. Burrage and made oath that he saw the within named A. B. McGlamery sign, seal, and as his act and deed, deliver the within written mineral right and royalty transfer and that he with Hayette McGlamery witnessed the execution thereof.

SWORN to before me, this 9th day of October, A. D. 1944.

H. S. Price (SEAL)
(Seal affixed)
Notary Public for S. C.

W. O. Burrage

THE STATE OF SOUTH CAROLINA,
County.

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named 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 day of Anno Domini 19

(SEAL)

Notary Public for

Recorded October 20, 1944 at 4 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
County of COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That A. B. McClemery

of Colleton 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 Ten dollars and other good and valuable consideration ($10.00) Dollars, paid by H. A. Hedberg Fort Worth, Texas, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-eighth (1/8) 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:

Being 144 acres of land, more or less, and bounded as follows:

Bounded on the North by land of Frank Thompson
Bounded on the East by land of Manley Stanley
Bounded on the South by land of H. Crosby
Bounded on the West by land of Colson and land of Breland

(It is the intention of the above description to cover the same land described in a Mineral Right and Royalty Transfer from O. F. Re:lu,. et ux, to A. B. McClemery, which was dated September 30th, 1944.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor this 9th day of October 19 44

Signed, Sealed and Delivered in the Presence of:

Witnesses:

A. B. McClemery

Loyette McClemery

H. O. Burrage

278

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me W. G. Furrage

and made oath that he saw the within named W. H. McClamery

sign, seal, and as his act and deed, deliver the within written mineral right

and royalty transfer and that he

with Huyette McClamery

witnessed the execution thereof.

SWORN to before me, this 9th
day of October, A. D. 1944

H.S. Price (SEAL)
(Seal affixed)
Notary Public for S. C.

THE STATE OF SOUTH CAROLINA,
County.

RENUNCIATION OF DOWER

I,

do hereby certify unto all whom it may concern, that Mrs.

the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

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 day of Anno Domini 19

(SEAL)

Notary Public for

Recorded October 20, 1944 at 4 P.M.

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That J. F. Strickland

of Colleton County, in the State of South Carolina, hereinafter called the vendor , for and in consideration of the sum of Seven Hundred ($700.00)-------- DOLLARS, paid by R. T. Brassell

of Allendale County, in the State of South Carolina, hereinafter called the vendee , the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said vendee all the standing pine timber and trees eight (8) inches in diameter and upwards at the stump, six (6) inches from the ground, at the time of cutting, and also all the fallen timber, trees and logs on the following lands, to-wit:

All that certain piece, parcel or tract of land located in Warren Township, County of Colleton, State of South Carolina, containing thirty (30) acres, more or less, and bounded as follows: On the North by lands of L. B. Smith; on the East and South by lands of Florence and John Strickland and on the West by the Snooks Williams Road. Being a portion of the lands acquired by J. G. Strickland under the Will of Hugo S. Strickland and F. W. Strickland.

For assignments see Deed Book 90 Page 194

" " " " " " "

For assignment see Deed Book 91 page 383.

And for the consideration aforesaid, the vendor hereby also grant s , bargain , sell s and release unto the said vendee ,

his heirs, successors and assigns, all the rights, ways, privileges and easements, in, over and upon said land which may be useful, convenient or necessary in cutting or removing said timber and trees, or any other timber or trees whatsoever; together with the exclusive right to locate, build, construct, maintain and operate roads, tramroads, railroads, side tracks and spur tracks, steam-skidders, mills, buildings, structures and other machinery and fixtures, appliances and methods whether now in use or hereafter invented, for the cutting and removing of said timber as said vendee

his heirs, successors and assigns, may see fit, on, over and across said land and contiguous land owned by the vendor and to transport over said railroads, tramroads and roads any other timber, persons and articles of every kind and description; and also the right to cut, use and remove any timber and trees, fuel wood, undergrowth, brush or earth, the cutting, using or removal of which may be useful, convenient or necessary in the cutting, handling or removing the timber and trees aforesaid, or in exercising any of the rights granted hereunder—with the right

at any time to restove any and all machinery and structures and other property by said vendee , his heirs, successors or assigns, placed upon said premises.

TO HAVE AND TO HOLD, all and singular the said premises, timber, trees, and rights, ways, privileges and easements unto the said vendee , his heirs, successors or assigns, as the case may be, for and during the term, time or period hereinafter specified for the cutting and removing of the said timber and trees.

AND said vendor does hereby bind himself, his heirs, executors, administrators and successors to warrant and defend all and singular the said premises, timber, trees, rights, ways, privileges and easements unto the said vendee , his heirs, successors or assigns, against the claims and demands of all persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS HEREBY EXPRESSLY COVENANTED AND AGREED:

FIRST. That the said vendee , his heirs, successors and assigns, for the consideration hereinbefore mentioned, shall have the full term of twelve (12) months years from the date hereof to cut and remove the said timber and trees from the said land, and to exercise, use and enjoy all the rights, ways, privileges and easements granted hereunder, and should said vendee , his successors or assigns, so desire, he shall have the further period of twelve (12) months years in addition to the period above mentioned, or so much of said additional time as may be desired, for such purposes, upon the payment, hereof, at without further payment.

In case of any other conditions

Dollars per annum, for each additional year, payable in advance at the office of said vendee , successors or assigns, and only after due demand made. Such extension may be had by the said vendee , heirs, successors or assigns, whether shall have begun to cut and remove the said timber and trees or to exercise any of the other rights granted hereunder within the first above named period, or not.

SECOND. That the said vendor shall and will promptly pay all taxes that are now due, or that hereafter may become due, on the said land, timber, trees and property rights: and that the said vendee , his heirs, successors or assigns, may on default by the said vendor pay said taxes, and any and all amounts so paid shall be, and are hereby, made a lien on the land for the reimbursement thereof, with interest to said vendee , his heirs, successors or assigns, in like manner as if the same were secured by a mortgage duly executed.

THIRD. That so much of said timber and trees as may be remaining on said lands, whether standing or fallen, at the expiration of the time, as hereinabove provided and fixed for the cutting and removing, shall immediately revert to and be and become the property of the said vendor , his heirs and assigns.

WITNESS my hand and seal, this 24th day of October , A. D. 1944 .

Signed, Sealed and Delivered in the Presence of J. O. Strickland (Seal)

Isadore Bogoslow
Lydia Reeves

(Seal)

(Seal)

STATE OF SOUTH CAROLINA, (Fed. Stamps $1.10)
(S.C. Stamps $2.00)
COUNTY OF COLLETON.

PERSONALLY APPEARED before me Lydia Reeves

and made oath that he was present and saw the above named J. O. Strickland

sign, seal and deliver the foregoing deed of conveyance, and that he, with Isadore Bogoslow witnessed the execution thereof.

SWORN to before me, this 24th day of October , A. D. 19 44

Lydia Reeves

Isadore Bogoslow (Seal)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

I, Isadore Bogoslow, , Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Florence Strickland the wife of the within named J. O. Strickland did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named, heirs, successors and assigns, all her interest and estate, and also her right and claim of dower, of, in, and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal, this 24th day of October , A. D. 19 44.

Isadore Bogoslow (Seal)
Notary Public for South Carolina.

Florence Strickland

Recorded 26th day of October , A. D. 1944 , at 2 P.M. M.

Book , Page ; Fee, $

R. M. C. or Clerk Court C. P. & G. S.
County, S. C.

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That Florence Strickland

of Colleton County, in the State of South Carolina, hereinafter called the vendor , for and in consideration of the sum of One Hundred, Fifty ($150.00) DOLLARS, paid by R. T. Brassell

of Allendale County, in the State of South Carolina, hereinafter called the vendee , the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said vendee all the standing pine timber and trees eight (8) inches in diameter and upwards at the stump, six (6) inches from the ground, at the time of cutting, and also all the fallen timber, trees and logs on the following lands, to-wit: all my right, title and interests in and to:

All that certain piece, parcel or tract of land located in Warren Township, County of Colleton, State of South Carolina, containing seventy (70) acres, more or less, and bounded as follows: On the North by lands of J. G. Strickland; on the East by lands of W. H. Varn; on the South by lands of Willie Waltz and on the West by lands of J. G. Strickland. Being a portion of the lands acquired by Florence Strickland and John Strickland under the terms of the Will of Hugo S. Strickland, deceased.

Excepting and reserving unto Vendor thirteen(13) pine trees around the house on the premises.

For assignment see Deed Book 90 Page 278
For Assignment see Deed Book 91 Page 383

And for the consideration aforesaid, the vendor hereby also grant s , bargain s , sells and releases to the said vendee ,

his heirs, successors and assigns, all the rights, ways, privileges and easements, in, over and upon said land which may be useful, convenient or necessary in cutting or removing said timber and trees, or any other timber or trees whatsoever; together with the exclusive right to locate, build, construct, maintain and operate roads, tramroads, railroads, side tracks and spur tracks, steam-skidders, mills, buildings, structures and other machinery and fixtures, appliances and methods whether now in use or hereafter invented, for the cutting and removing of said timber as said vendee ,

his heirs, successors and assigns, may see fit, on, over and across said land and contiguous land owned by the vendor , and to transport over said railroads, tramroads and roads any other timber, persons and articles of every kind and description; and also the right to cut, use and remove any timber and trees, fuel wood, undergrowth, brush or earth, the cutting, using or removal of which may be useful, convenient or necessary in the cutting, handling or removing the timber and trees aforesaid, or in exercising any of the rights granted hereunder—with the right

at any time to remove any and all machinery and structures and other property by said vendee , his heirs, successors or assigns, placed upon said premises.

TO HAVE AND TO HOLD, all and singular the said premises, timber, trees, and rights, ways, privileges and easements unto the said vendee , his heirs, successors or assigns, as the case may be, for and during the term, time or period hereinafter specified for the cutting and removing of the said timber and trees.

AND said vendor does hereby bind herself, her heirs, executors, administrators and successors to warrant and defend all and singular the said premises, timber, trees, rights, ways, privileges and easements unto the said vendee , his heirs, successors or assigns, against the claims and demands of all persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS HEREBY EXPRESSLY COVENANTED AND AGREED:

FIRST. That the said vendee , his heirs, successors and assigns, for the consideration hereinbefore mentioned, shall have the full term of twelve (12) months years from the date hereof to cut and remove the said timber and trees from the said land, and to exercise, use and enjoy all the rights, ways, privileges and easements granted hereunder; and should said vendee , his successors or assigns, so desire, he shall have the further period of twelve (12) months years in addition to the period above mentioned, or so much of said additional time as may be desired, for such purposes, upon the payment hereof of without further payment Dollars per annum, for each additional year, payable in advance at the office of said vendee , successors or assigns, and only after due demand made. Such extension may be had by the said vendee , heirs, successors or assigns, whether shall have begun to cut and remove the said timber and trees or to exercise any of the other rights granted hereunder within the first above named period, or not.

In case of adverse weather conditions

SECOND. That the said vendor shall and will promptly pay all taxes that are now due, or that hereafter may become due, on the said land, timber, trees and property rights; and that the said vendee , his heirs, successors or assigns, may on default by the said vendor pay said taxes, and any and all amounts so paid shall be, and are hereby, made a lien on the land for the reimbursement thereof, with interest to said vendee , his heirs, successors or assigns, in like manner as if the same were secured by a mortgage duly executed.

THIRD. That so much of said timber and trees as may be remaining on said lands, whether standing or fallen, at the expiration of the time, as hereinabove provided and fixed for the cutting and removing, shall immediately revert to and be and become the property of the said vendor , her heirs and assigns.

WITNESS my hand and seal, this 24th day of October, A. D. 1944.

Signed, Sealed and Delivered in the Presence of

Florence Strickland (Seal)

Isadore Doggslow
Lydia Reeves

(Seal)

(Seal)

STATE OF SOUTH CAROLINA, (Fed. Stamps $0.66) (S.C. Stamps $1.00)

COUNTY OF COLLETON.

PERSONALLY APPEARED before me Lydia Reeves

and made oath that he was present and saw the above named Florence Strickland

sign, seal and deliver the foregoing deed of conveyance, and that he, with witnessed the execution thereof.

SWORN to before me, this 24th day of October, A. D. 1944

Isadore Doggslow (Seal)
Notary Public for South Carolina.

Lydia Reeves

STATE OF SOUTH CAROLINA,

COUNTY OF

I, , Notary Public for South Carolina, do hereby certify unto all whom it may concern, that the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named heirs, successors and assigns, all her interest and estate, and also her right and claim of dower, of, in, and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal, this day of , A. D. 19 .

(Seal)
Notary Public for South Carolina.

Recorded 25th day of October, A. D. 19 44, at 2 P.M. M.

Book , Page . Fee, $

R. M. C. or Clerk Court C. P. & G. S.
County, S. C.

O. H. RHODES, JUDGE OF PROBATE TO R. T. BRASSELL

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, That

of County, in the State of South Carolina, hereinafter called the vendor , for

and in consideration of the sum of DOLLARS,

paid by

of County, in the State of South Carolina, hereinafter called the vendee , the receipt whereof is hereby

acknowledged, ha granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said vendee

all the standing timber and trees inches in diameter and upwards at the stump,

inches from the ground, at the time of cutting, and also all the fallen timber, trees and logs on the following lands, to wit:

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, O. H. Rhodes, Judge of Probate in and for the County aforesaid send greeting: WHEREAS, Florence Strickland as plaintiff on or about the 16th day of October, 1944, exhibited her Complaint in the Court of Common Pleas for the County aforesaid, against John Strickland, an infant, as defendant demanding judgment in relation to the Realty hereafter mentioned and described, and the cause came on to be heard on the 24th day of October, 1944, and such proceedings were heard therein as resulted in a Decree of the said Court, whereby it was adjudged and decreed, that upon the payment unto the defendant and/or his natural guardian of the sum of One Hundred, Fifty ($150.00) Dollars, the same being the full purchase price of the defendant's interest in the timber and trees, the Probate Judge, ex-Officio Master should execute and deliver unto R. T. Brassell, hisheirs and assigns, a conveyance of the defendant's interest in the timber and trees on the lands described in the Complaint herein and hereinafter described, upon the terms, conditions and for the period hereinafter set out, together with the usual logging rights, to cut and remove said timber.

NOW, THEREFORE, KNOW ALL THESE MEN BY THESE PRESENTS, That I, O. H. Rhodes, Judge of Probate in and for the County of Colleton aforesaid, in consideration of the sum of One Hundred, Fifty ($150.00) Dollars paid in accordance with the Decree herein, by R. T. Brassell, 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 R. T. Brassell, his heirs and assigns, the interest of the defendant, John Strickland, in and to all the standing pine timber and trees eight (8) inches in diameter and upward at the stump six (6) inches from the ground at the time of cutting and also all the fallen timber and trees and logs on the following lands, to-wit:

All that certain piece, parcel or tract of land located in Warren Township, County of Colleton, State of South Carolina, containing seventy (70) acres, more or less, and bounded as follows: On the North by lands of J. G. Strickland; on the East by lands of W. H. Varn; on the South by lands of Willie Waltz and on the West by lands of J. G. Strickland. Being a portion of the lands acquired by Florence Strickland and John Strickland under the terms of the Will of Hugo S. Strickland, deceased.

Excepting and reserving unto the parties to the cause herein thirteen (13) pine trees around the house on the premises.

For assignment see Deed Book 90 Page 244

" " " " " "

For Assignment See Deed Book 91-page 384

And for the consideration aforesaid, the vendor hereby also grant , bargain , sell and release to the said vendee ,

his heirs, successors and assigns, all the rights, ways, privileges and easements, in, over and upon said land which may be useful, convenient or necessary in cutting or removing said timber and trees, or any other timber or trees whatsoever; together with the exclusive right to locate, build, construct, maintain and operate roads, tramroads, railroads, side tracks and spur tracks, steam-skidders, mills, buildings, structures and other machinery and fixtures, appliances and methods whether now in use or hereafter invented, for the cutting and removing of said timber as said vendee ,

his heirs, successors and assigns, may see fit, on, over and across said land and contiguous land owned by the vendor , and to transport over said railroads, tramroads and roads any other timber, persons and articles of every kind and description; and also the right to cut, use and remove any timber and trees, fuel wood, undergrowth, brush or earth, the cutting, using or removal of which may be useful, convenient or necessary in the cutting, handling or removing the timber and trees aforesaid, or in exercising any of the rights granted hereunder—with the right at

any time to remove any and all machinery and structures and other property by said vendee , his heirs, successors or assigns, placed upon said premises.

TO HAVE AND TO HOLD, all and singular the said premises, timber, trees, and rights, ways, privileges and easements unto the said vendee , his heirs, successors or assigns, as the case may be, for and during the term, time or period hereinafter specified for the cutting and removing of the said timber and trees.

AND said vendor do hereby bind heirs, executors, administrators and successors to warrant and defend all and singular the said premises, timber, trees, rights, ways, privileges and easements, unto the said vendee , heirs, successors or assigns, against the claims and demands of all persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS HEREBY EXPRESSLY COVENANTED AND AGREED:

FIRST. That the said vendee , his heirs, successors and assigns, for the consideration hereinbefore mentioned, shall have the full term of twelve months (12) years, from the date hereof to cut and remove the said timber and trees from the said land, and to exercise, use and enjoy all the rights, ways, privileges and easements granted hereunder; and, should said vendee , his successors or assigns, so desire, he shall have the further period of twelve (12) months years in addition to the period above mentioned, or so much of said additional time as may be desired, for such purposes, upon the payment therefor of ~~at~~ without further payment Dollars per annum, for each additional year, payable in advance at the office of said vendee , successors or assigns, and only after due demand made. Such extension may be had by the said vendee , heirs, successors or assigns, whether shall have begun to cut and remove the said timber and trees or to exercise any of the other rights granted hereunder within the first above named period, or not.

SECOND. That the ~~said~~ vendor shall and will promptly pay all taxes that are now due, or that hereafter may become due, on the said land, timber, trees and property rights; and that the said vendee , his heirs, successors or assigns, may on default by the said vendor pay said taxes, and any and all amounts so paid shall be, and are hereby, made a lien on the land for the reimbursement thereof, with interest to said vendee , his heirs, successors or assigns, in like manner as if the same were secured by a mortgage duly executed.

THIRD. That so much of said timber and trees as may be remaining on said lands, whether standing or fallen, at the expiration of the time, as hereinabove provided and fixed for the cutting and removing, shall immediately revert to and be and become the property of the parties to the cause herein their heirs and assigns.

WITNESS ~~xxxxxxxxxxxxxxxx~~

Signed, Sealed and Delivered in the Presence of

W. W. Smoak, Jr.
Isadore Bogsalow

O. H. Rhodes
Judge of Probate (Seal)

(Seal)

(Seal)

STATE OF SOUTH CAROLINA, (Fed. Stamps $0.55)
(S.C. Stamps $1.00)
COUNTY OF COLLETON.

PERSONALLY APPEARED before me W. W. Smoak, Jr.

and made oath that he was present and saw the above named O. H. Rhodes, Judge of Probate

sign, seal and deliver the foregoing deed of conveyance, and that he, with Isadore Bogsalow witnessed the execution thereof.

SWORN to before me, this 24th day of October , A. D. 19 44

Isadore Bogsalow (Seal)
Notary Public for South Carolina.

W. W. Smoak, Jr.

STATE OF SOUTH CAROLINA,
COUNTY OF NO RENUNCIATION NECESSARY

I, , Notary Public for South Carolina, do hereby certify unto all whom it may concern, that the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named heirs, successors and assigns, all her interest and estate, and also her right and claim of dower, of, in, and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal, this day of , A. D. 19

(Seal)
Notary Public for South Carolina.

Recorded 26th day of October A. D. 19 44 at 2 P.M. M.

Book , Page , Fee, $

R. M. C., or Clerk Court C. P. & G. S.
County, S. C.

SEE NEXT PAGE

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, That I, J. P. RAHN

of Colleton County, in the State of South Carolina, hereinafter called the vendor, for and in consideration of the sum of Twenty one hundred (2100.00) and no/100 ---------- DOLLARS, paid by W. N. Lightsey and E. O. Lightsey

of Hampton County, in the State of South Carolina, hereinafter called the vendees, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said vendees all the standing ---------- timber and trees sixteen (16) inches in diameter and upwards at the stump, fourteen (14) inches from the ground for pine and eighteen (18) inches from the ground for hardwood at the time of cutting, and also all the fallen timber, trees and logs on the following described tract, to-wit: on that certain tract of land known as J. B. Dubois Tract situate in Colleton County, State of South Carolina, containing Two Hundred (200) acres, more or less, bounded on the North by lands of Joe Dubois; East by lands of Colleton Cypress Company; South by lands of A. H. Rahn; West by lands of Mrs. L. H. Pugh.

Excepted from the above tract are the following lands:

1. The land comprising 8½ acres more or less lying to the south of the road going from the Rahn home to the Rum Gully road, bounded on the west by a brushed out path and a ditch, thence from the end of the ditch East to the fence, thence north along fence to above road.

2. The land lying North of the above mentioned road and West of the road leading from Adna Church to Rum Gully Road.

Also, excepted from this contract are all the Cypress longleaf, yellow pine, and the seventeen slash pine marked with blue keel on the west of the public road and all of the slash pine east of the public road.

The vendees agree to take all reasonable care and precaution to prevent logging damage to the remaing timber and to fences and fields.

And for the consideration aforesaid, the vendor hereby the grant s, bargain s, sell s and release to the said vendees their heirs, successors and assigns, all the rights, ways, privileges and easements, in, over and upon said land which may be useful, convenient or necessary in cutting or removing said timber and trees, or any other timber or trees whatsoever; together with the exclusive right to locate, build, construct, maintain and operate roads, tramroads, railroads, side tracks and spur tracks, steam-skidders, mills, buildings, structures and other machinery and fixtures, appliances and methods whether now in use or hereafter invented, for the cutting and removing of said timber as said vendees their heirs, successors and assigns, may see fit, on, over and across said land and contiguous land owned by the vendor, and to transport over said railroads, tramroads and roads any other timber, persons and articles of every kind and description; and also the right to cut, use and remove any timber and trees, fuel wood, undergrowth, brush or earth, the cutting, using or removal of which may be useful, convenient or necessary in the cutting, handling or removing the timber and trees aforesaid, or in exercising any of the rights granted hereunder—with the right at

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging; or in any wise 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.

IN WITNESS WHEREOF, I the said Judge of Probate for the County and State aforesaid, under and by virtue of the aforesaid Decree have hereunto set my hand and seal this 24th day of October in the year of our Lord Nineteen Hundred and Forty-four, and in the One Hundred and Sixty Ninth year of the Independence of the United States of America.

284A

BOOK 88

any time to remove any and all machinery and structures and other property by said vendees , their heirs, successors or assigns, placed upon said premises. The vendees hereby agree to not use a skidder on the west side of the public road.

TO HAVE AND TO HOLD, all and singular the said premises, timber, trees, and rights, ways, privileges and easements unto the said vendees , their heirs, successors or assigns, as the case may be, for and during the term, time or period hereinafter specified for the cutting and removing of the said timber and trees.

AND said vendor do es hereby bind his heirs, executors, administrators and successors to warrent and defend all and singular the said premises, timber, trees, rights, ways, privileges and easements unto the said vendee s , their heirs, successors or assigns, against the claims and demands of all persons whomsoever lawfully claiming or to claim the same or any part thereof.

The vendor warrants that there are no encumberances on the above property.

AND IT IS HEREBY EXPRESSLY COVENANTED AND AGREED:

FIRST. That the said vendee s , their heirs, successors and assigns, for the consideration hereinbefore mentioned, shall have the full term of two (2) ---------- years from the date hereof to cut and remove the said timber and trees from the said land, and to exercise, use and enjoy all the rights, ways, privileges and easements granted hereunder; and should said vendee , successors or assigns, so desire, shall have the further period of years in addition to the period above mentioned, or so much of said additional time as may be desired, for such purposes, upon the payment, however, of Dollars per annum, for each additional year, payable in advance at the office of said vendee , successors or assigns, and only after due demand made. Such extension may be had by the said vendee , heirs, successors or assigns, whether shall have begun to cut and remove the said timber and trees or to exercise any of the other rights granted hereunder within the first above named period, or not.

SECOND. That the said vendor shall and will promptly pay all taxes that are now due, or that hereafter may become due, on the said land, timber, trees and property rights; and that the said vendee s , their heirs, successors or assigns, may on default by the said vendor pay said taxes, and any and all amounts so paid shall be, and are hereby, made a lien on the land for the reimbursement thereof, with interest to said vendee s , their heirs, successors or assigns, in like manner as if the same were secured by a mortgage duly executed.

THIRD. That so much of said timber and trees as may be remaining on said lands, whether standing or fallen, at the expiration of the time, as hereinabove provided and fixed for the cutting and removing, shall immediately revert to and be and become the property of the said vendor , his heirs and assigns.

WITNESS my hand and seal , this twenty third day of August , A. D. 19 44.

Signed, Sealed and Delivered in the Presence of J. P. Kahn (Seal)

C. P. Dubois (Seal)

H. P. Lathrop (Seal)

STATE OF SOUTH CAROLINA, (Fed, Stamps$2.75) (S.C. Stamps $6.00)

COUNTY OF COLLETON.

PERSONALLY APPEARED before me C. P. DuBois and made oath that he was present and saw the above named J. P. Kahn sign, seal and deliver the foregoing deed of conveyance, and that he, with H. P. Lathrop witnessed the execution thereof.

SWORN to before me, this 23rd day of August , A. D. 1944 C. P. Dubois

H. P. Lathrop (Seal)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA, No Dower

COUNTY OF

I, , Notary Public for South Carolina, do hereby certify unto all whom it may concern, that the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named heirs, successors and assigns, all her interest and estate, and also her right and claim of dower, of, in, and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal, this day of , A. D. 19 .

(Seal)
Notary Public for South Carolina.

Recorded 17th day of October A. D. 1944, at 3 P.M. M.

Book , Page . Fee, $

R. M. C., or Clerk Court C. P. & G. S.
County, S. C.

Form 88 C. L. AYER ET AL TO W. G. BURRAGE Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 6th day of October 1944 between

C. L. Ayer and wife Myrtle Ayer

Postoffice R.F.D. # 2 Ehrhardt, South Carolina hereinafter called Lessor

(whether one or more), and W. G. Burrage hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of One --------

Dollars ($1.00), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to Lessor; said land being situated in Colleton & Bamberg County, State of South Carolina, and described as follows:

First Tract, Containing 60 acres, more or less, bounded as follows, in Bamberg County N. by land of J. F. Breland Est, E. by C. F. Hizer, S, by C. F. Hizer, W. by J. F. Breland Est.

Second Tract, Containing 145 acres, more or less, bounded as follows, in Bamberg County, N. by land of C. F. Hizer, E, by Est of L. M. Ayer & C. F. Hizer, S. by Est L. M. Ayer, W, by J. F. Breland Est. & C. F. Hizer.

Third Tract; Containing 126 acres, more or less, bounded asfollows, in Colleton County. On the N by land of Alte Kinard, E. by Joe Kinard and Buckman Pender, S by Buckman Pender & Jury Hizer, W. by Alte Kinard and Highway #36

(It is the intention of the above description to cover all land owned by us in Bamberg and Colleton Counties, S. C.)

containing 331 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of ten cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annal rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, so required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

See Assignment and Agreement Book 89 Page 324

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to enterprise Bank of Ehrhardt, S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, or failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit: provided, also, if said land now is or hereafter hereunder subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and none shall run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operations to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part to the native of Lessor, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Stancel Ayer	C. A. Ayer (L. S.)
G. E. Ritter	Myrtle Ayer (L. S.)
	(L. S.)
	(L. S.)

STATE OF SOUTH CAROLINA,

County of Orangeburg

Personally appeared before me Stancel Ayer

and made oath that he saw the within named C. A. Ayer

sign, seal and as his act and deed deliver the within written Lease; and that he with G. E. Ritter

witnessed the execution thereof.

SWORN to before me this 6th day of October A. D. 1944.

G. E. Ritter (L. S.)
Notary Public for S. C.

Stancel Ayer

STATE OF SOUTH CAROLINA,

County of Orangeburg

RENUNCIATION OF DOWER

I, G. E. Ritter, a notary public, do hereby certify unto all whom it may concern, that Mrs. Myrtle Ayer the wife of the within named C. A. Ayer 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 W. O. Burrage 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 6th day of October A. D. 1944.

G. E. Ritter (L. S.)
Notary Public for S. C.

Myrtle Ayer

Recorded 19th day of October 1944, at 9 A. M. which

Form 88 R. C. GOODING ET AL TO W. O. BURRAGE Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 29th day of September, 1944, between R. C. Gooding and wife Ruth Gooding

Postoffice R.F.D. # 1 Ruffin, South Carolina, hereinafter called Lessor (whether one or more), and W. O. Burrage, hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of Six and 45/100 ---------

Dollars ($ 6.45), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the rights for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to Lessor; said land being situated in Colleton County, State of South Carolina, and described as follows:

First Tract: Containing 79 acres, of land, more or less, bounded as follows, On the North by land of J. I. Bryan, On the East by land of Annie Bryan, On the South by land of Rufus Bryan, On the West by land of Henry Gooding.

Second Tract: Containing 60 acres of land, more or less, and bounded as follows, On the North by State Highway #64, On the East by land of Blanche Hudson, On the South by land of Athel Crosby, On the West by land of the H. D. Padgett, Est.

(It is the intention of the above description to cover all land owned by us in Colleton County, S. C. whether it be correctly described above or not.)

containing 160 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of ten cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

See Assignment recorded in Book Page 292

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to The Bank of Walterboro Bank of Walterboro, South Carolina for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit: provided, also, if said land now in or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operations to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessor, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessee and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

A. D. McElmurry — H. C. Gooding (L. S.)

D. C. H. Hudson — Ruth Gooding (L. S.)

(L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,

County of Colleton

Personally appeared before me A. D. McElmurry

and made oath that he saw the within named H. C. Gooding

sign, seal and as his act and deed deliver the within written Lease; and that he with D. C. H. Hudson witnessed the execution thereof.

SWORN to before me this 4th day of October A. D. 1944.

D. C. H. Hudson (L. S.)
(Seal affixed) Notary Public for S. C.

A. D. McElmurry

STATE OF SOUTH CAROLINA,

County of Colleton

RENUNCIATION OF DOWER

I, D. C. H. Hudson, a notary public, do hereby certify unto all whom it may concern, that Mrs. Ruth Gooding the wife of the within named H. C. Gooding 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 H. C. Gurrage 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 4th day of October A. D. 1944.

D. C. H. Hudson (L. S.)
(Seal affixed) Notary Public for S. C.

Ruth Gooding

Recorded 19th day of October 1944 at 9 A. M. o'clock.

IRENE G. BENTON ET AL TO J. E. BENTON

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

POWER OF ATTORNEY

We, Irene G. Benton, J. E. Benton, G. A. Benton, Merle Benton, Darrel Benton, Helen Benton, and Hazel Culbreth, all of whom are above the age of twenty-one and who constitute and appoint J. E. Benton as our true and lawful attorney in fact with full power and authority for us and in our name and stead to grant, bargain, sell, and convey any and all lands in and to which we are or may have any interest whatsoever as heirs at law of the said B. Benton; to make, execute and deliver good and sufficient conveyance for any lands so sold and to receive payment therefor.

In Witness whereof we have hereunto set out hands and seals this 13 day of September, 1941.

Signed, Sealed, and Delivered
in the presence of:

Dorothy A. DuBois
James B. Hudson

For revocation see Page 503

Irene G. Benton (L.S.)
Helen Benton (L.S.)
Darrell Benton (L.S.)
G. A. Benton (L.S.)
Merle Benton (L.S.)
Hazel Culbreth (L.S.)

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY APPEARED before me James B. Hudson and made oath that he was present and saw the above named Irene G. Benton, Helen Benton, Darrell Benton, G. A. Benton, Merle Benton, and Hazel Culbreth sign, seal and deliver the foregoing power of attorney, and that he, with Dorothy A. DuBois witnessed the execution thereof.

SWORN to before me, this 15 day of September, A.D. 1941.

H. Wayne Unger (SEAL)
Notary Public for South Carolina

James B. Hudson

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON.

I, James B. Hudson, Notary Public for S. C., do hereby certify unto all whom it may concern that Mrs. Annie Mae B. Benton, the wife of the within named G. A. Benton 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 J. E. Benton, Attorney in fact, all her interest and estate, and also her right and claim of dower, of, in, and to all and singular the premises within mentioned and released.

Given under myhand and seal, this 15th day of September A.D. 1941.

James B. Hudson (SEAL)
Notary Public for South Carolina

Mrs. Annie Mae B. Benton

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

I, James B. Hudson, Notary Public for S.C., do hereby certify unto all whom it may concern that Mrs. Bernice S. Benton, the wife of the within named Darrel Benton 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 J. E. Benton, Attorney in fact, all her interest and estate, and also her right and claim of dower, of, in, and to all and singular the premises within mentioned and released.

Given under my hand and seal, this 15th day of September A.D. 1941.

James B. Hudson (SEAL)
Notary Public for South Carolina

Mrs. Bernice S. Benton

Recorded October 17, 1944 at 11:45 A.M.

292

ASSIGNMENT OF OIL AND GAS LEASE

Whereas, On the 29th day of September 1944, a certain oil and gas mining lease was made and entered into by and between H. C. GOODING AND WIFE RUTH GOODING, lessor and W. O. Burrage, Lessee covering the following described land in the county of Colleton and State of South Carolina to-wit:

First Tract, Containing 79 acres of land, more or less, bounded asfollows, On the North by land of J. I. Bryan, On the East by land of Annie Bryan, On the South by land of Rufus Bryan, On the West by land of Henry Gooding.

Second Tract,Containing 50 acres more or less, and bounded as follows, On the North by State Highway #64, On the East by land of Blanche Hudson, On the South by land of Athel Crosby, On the West by land of the H. D. Padgett, Est.

and containing 129 acres, more or less.

Said lease being recorded in the office of the County Clerk in and for said county in book 88 page 287, and

Whereas, The said lease and all rights thereunder or incident thereto are now owned by W.B.Burrage

Now, Therefore, For and in consideration of One Dollar (and other good and valuable considerations), the receipt of which is hereby acknowledged, the undersigned, the present owner of the said lease and all rights thereunder or incident thereto, does hereby bargain, sell and transfer, assign and convey all rights title and interest of the original lessee and present owner ____ in and to the said lease and rights thereunder in so far as it covers the above described tracts of land together with all personal property used or obtained in connection therewith to C. J. Davidson and his heirs, successors and assigns.

And for the same consideration, the undersigned for himself and his heirs, successors and representatives, does covenant with the said assignee his heirs, successors, or assigns that he isthe lawful owner__ of thesaid lease and rights and interests thereunder and of the personal property thereon or used on connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid.

In Witness Whereof, The undersigned owner__ and assignor has signed and sealed this instrument this 7th day of October 1944.

Signed, sealed and delivered in the presence of.
Witness.
A. B. McGlamery — W. O. Burrage
Joanne Bray

State of South Carolina
County of Colleton.
Personally appeared before me A. B. McGlamery and made oath that he saw the within named W. O. Burrage sign, seal and as his act and deed deliver the within written Assignment of Oil and Gas Lease; and that he with Joanne Bray witnessed the execution thereof.

Sworn to before me this 7th day of October,A.D. 1944.

H. G. Price — A. B. McGlamery
Recorded October 19, 1944 at 9 A.M.

- - - -

In Witness Whereof, The undersigned owner___ and assignor has signed and sealed this instrument this 7th day of October 1944.

Signed, sealed and delivered
in the presence of.

Witness
A. B. McClamery
Joanne Bray

W. O. Burrage

State of South Caroline.
County of Colleton.

Personally appeared before me A. B. McClamery and made oath that he saw the within named W. O. Burrage sign, seal and as his act and deed deliver the within written Assignment of Oil and Gas lease; and that he with Joanne Bray witnessed the execution thereof.

Sworn to before me this 7th day of October A.D. 1944.

H. S. Price
Notary Public for South Caroline
Recorded October 19, 1944 at 9 A.M.

A. B. McClamery

294

H. W. BLACK, JR., ET AL, TO O.E. LENNON AND LYDIA B. LENNON

STATE OF SOUTH CAROLINA,)
TITLE TO REAL ESTATE.
COUNTY OF COLLETON.)

KNOW ALL MEN BY THESE PRESENTS, THAT we, H. W. Black, Jr., Rose A. Black, D. DeLisle Black, Herbert M. Black and Edith M. B. Brown, in the State aforesaid, in consideration of the sum of Six Hundred and No/100 ($600.00) Dollars, to us in hand paid at and before the sealing of these presents by O. E. Lennon and Lydia B. Lennon, in the State aforesaid, 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 O. E. Lennon and Lydia B. Lennon, their heirs and assigns:

All that lot of land, situate North of the Town of Walterboro, in the County of Colleton and State of South Carolina, situate in that certain sub-division known as "Oak Lawn", and further described as follows: Being lot No. 43, block C, as numbered on a plat of said sub-division made by Harry M. Fripp, of date October, 1941, recorded 29 January, 1942, in the office of Clerk of Court for Colleton County, S. C., in Plat Book 3, page 101, and being bounded and described as follows: Measuring on the Northern line one hundred and fifty (150) feet in depth and bounded on the North by lands of H. W. Black, Jr. and estate D. E. Black; measuring on the eastern line, on the front, one hundred (100) feet and bounded on the east by U. S. Highway No. 15 and No. 15A, leading from Walterboro to St. George, S.C.; measuring on the Southern line one hundred and fifty (150) feet, in depth, and bounded on the South by Pine Street; measuring on the Western line one hundred (100) feet, on the back, and bounded on the West by lands of H. W. Black, Jr. and estate D. E. Black.

The grantors herein reserve to themselves, their heirs and assigns, a five (5) feet easement across the back or West side of the lot herein conveyed for purposes of public utilities and installations. It is further understood and agreed that ownership of the above described property is restricted to members of the caucassian race only and should this provision be violated, or any attempt to violate same, then, and such case, the property and the title to the same shall automatically revert to the grantors herein, their heirs and assigns.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said O. E. Lennon and Lydia B. Lennon, their Heirs and assigns forever.

AND we do hereby bond ourselves and our heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said O. E. Lennon and Lydia B. Lennon, their Heirs and Assigns, against us and our Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hands and seals this 11th day of October in the year of our Lord one thousand nine hundred and forty four and in the one hundred and sixty-ninth year of the Sovereighty and Independence of the United Statesof America.

Signed, sealed and delivered in the presends of:

J. C. Lemacks
Myrtis A. Fripp
As to execution by H. W. Black, Jr., Rose A. Black and Herbert M. Black.

H. W. Black, Jr. (SEAL)
Mrs. Rose A. Black (SEAL)
Herbert M. Black (SEAL)

Hilda Sims
Margaret H. Hutto
As to execution by D. DeLisle Black.

D. DeLisle Black (SEAL)

J. C. Lemacks
Myrtis A. Fripp
As to execution by Edith M.B. Brown

Edith M. B. Brown (SEAL)

(Fed. Stamps $1.10)
(S.C. Stamps $2.00)

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON.)

Personally appeared before me Myrtis A. Fripp and made oath that she saw the within named H.W. Black, Jr., Rose A. Black and Herbert M. Black, sign, seal, and as their act and deed, deliver the within written Deed; and that she with J. C. Lemacks witnessed the execution thereof.

SWORN to before me this 11th day of October, A. D., 1944.

J. C. Lemacks (L.S.)
Notary Public for S. C.
(Seal affixed)

Myrtis A. Fripp

STATE OF ALABAMA)
COUNTY OF MONTGOMERY.)

Personally appeared before me Hilda Sims and made oath that she saw the within named D. DeLisle Black, sign, seal, and as his act and deed, deliver the within written Deed; and that she with Margaret H. Hutto witnessed the execution thereof.

SWORN to before me this 23 day of October, A. D., 1944

Hilda Sims

H. H. Luttrell (L.S.)
Notary Public for State of Ala.
My commission expires Feb. 16, 1946
(Seal affixed)

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON.)

Personally appeared before me Myrtle A. Fripp and made oath that she saw the within named Edith M. B. Brown, sign, seal, and as her act and deed, deliver the within written Deed; and that she with J. C. Lemacks witnessed the execution thereof.

SWORN to before me this 14th day of October, A. D., 1944.

J. C. Lemacks (L.S.)
Notary Public, State of S. C.
My commission expires at the pleasure of the Governor.
(Seal affixed)

Myrtle A. Fripp

STATE OF SOUTH CAROLINA,)

RENUNCIATION OF DOWER.

COUNTY OF COLLETON.)

I, J. C. Lemacks, Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Essie P. Black, the wife of the within named H. W. Black, 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 W. B. Lennon and Lydia B. Lennon, 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 11th day of October, Anno Domini 1944.

J. C. Lemacks (L.S.)
Notary Public for S. C.
My commission expires at the pleasure of the Governor.
(Seal affixed)

Essie P. Black

STATE OF ALABAMA.)

RENUNCIATION OF DOWER.

COUNTY OF MONTGOMERY.)

I, H. H. LUTTRELL, Notary Public for Ala., do hereby certify unto all whom it may convern, that Mrs. Lona Mae Jones Black, the wife of the within named B. DeLisle Black, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named W. B. Lennon and Lydia B. Lennon, 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 23 day of October Anno Domini 1944.

H. H. Luttrell (L.S.)
Notary Public for Ala.
My commission expires Feb. 16, 1946
(Seal affixed)

Lona Mae Jones Black

STATE OF SOUTH CAROLINA,)
COUNTY OF COLLETON.)

RENUNCIATION OF DOWER.

I, Myrtle A. Fripp, Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Mae S. Black, the wife of the within named Herbert H. Black, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named W. B. Lennon and Lydia B. Lennon, 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 11th day of October Anno Domini 1944.

Myrtle A. Fripp (L.S.)
Notary Public for S. C.
My commission expires at the pleasure of the Governor.
(Seal affixed)

Mae S. Black

Recorded October 26, 1944 at 10 A.M.

MARTHA WHITE TO CHRISTOPHER NELSON

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Martha White

in the State aforesaid, in consideration of the sum of One Hundred and no/100 ($100.00) DOLLARS, to me in hand paid at and before the sealing of these presents by Christopher Nelson in the State aforesaid, 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 Christopher Nelson, his heirs and assigns

All that piece, parcel or tract of land in Colleton County, South Carolina, containing forty-five (45) acres, more or less, and bounded as follows, to-wit: On the North by lands of Bradley and others; on the South by lands of Willie Williams; on the East by lands of Josh Drayton and on the West and Northwest by the lands of the Estate of John Small.

This being the tract of land willed to Martha White by her husband John L. White by will dated May 26th, 1930, and recorded in the Office of the Probate Judge for Colleton County, in box 16, Package 182.

It is expressly understood that as a part of this consideration, Christopher Nelson shall take care of me, that is, provide a home for me all the rest of my life.

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 Christopher Nelson, his Heirs 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 Christopher Nelson, his Heirs and Assigns, against me and my Heirs, and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 26th day of October in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Mary Margaret Allison (SEAL) — Martha White (L. S.)

O. H. Rhodes (SEAL) — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $____ S. C. Stamps $____

Personally appeared before me Mary Margaret Allison and made oath that she saw the within named Martha White sign, seal, and as her act and deed, deliver the within written Deed; and that she with O. H. Rhodes witnessed the execution thereof.

Sworn to before me, this 26th day of October A. D. 1944

Osborne H. Rhodes (SEAL) (Seal affixed) Notary Public for S. C.

Mary Margaret Allison

THE STATE OF SOUTH CAROLINA, Colleton County. NO DOWER, GRANTOR A WOMAN — RENUNCIATION OF DOWER

I, _____, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named _____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this _____ day of _____, Anno Domini 19____

_____ (SEAL) Notary Public for S. C.

Recorded the above conveyance, this 27th day of October at 1: M., 1944

C C & R M. C.

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Bozman Reeves

in the State aforesaid Colleton County in consideration of the sum of Two Thousand and no/100 ---------- DOLLARS, to me in hand paid at and before the sealing of these presents by I. H. Reeves

in the State aforesaid Colleton County 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 I. H. Reeves

All that piece, parcel or tract of land situate in Glovers Township Colleton County, South Carolina containing one hundred and Eighty Three (183) acres more or less and bounded as follows to wit; Commencing at the corner of the C. C. Reeves land the S. H. Cone land on state highway no. 64 leading from Cottageville to the Edisto River, and running thence Eastward along said highway 64 a distance of three hundred and fifteen feet to a stake, thence turning and running in a straight line Southward a distance of four hundred and twenty (420) feet to a stake; and thence turning and running in a straight line Eastward to a plantation road which runs from North to South across the original tract; and thence Southward along said plantation road, and following said plantation road to the Jenkins line, the entire tract hereby conveyed being bounded North by highway 64; East by other lands of C. C. Reeves; South by lands of Jenkins; and West by lands of George Cone, of Annie Kay Cone, and J. F. Reeves and of T. A. Spell. The lands hereby conveyed lie to the West of home site of C. C. Reeves.

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 I. H. Reeves, his Heirs 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 I. H. Reeves, his Heirs and Assigns, against me and my Heirs lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal this 1st day of July in the year of our Lord one thousand nine hundred and forty four and in the one hundred and Sixty Seventh year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Edwin Platt — Bozman Reeves (L. S.)

F. H. McCarman — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $2.20 S. C. Stamps $1.65

Personally appeared before me Edwin Platt and made oath that he saw the within named Bozman Reeves sign, seal, and as his act and deed, deliver the within written Deed; and that he with F. H. McCarman witnessed the execution thereof.

Sworn to before me, this 1st day of July A. D. 1944

F. H. McCarman (SEAL) Notary Public for S. C.

Edwin Platt

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I F. H. McCarman a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Mozell Eddy Reeves the wife of the within named Bozman Reeves 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 I. H. Reeves his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 1st day of July Anno Domini 19 44

F. H. McCarman (SEAL) Notary Public for S. C.

Mozelle Eddy Reeves

Recorded the above conveyance, this 27th day of October at 12 M. 1944

C C & R. C.

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

We, J. P. Kahn, O. H. Kahn, Hommie Kahn and Marvin Kahn the sole heirs at law of the Estate Ida M. Kahn deceased,

in the State aforesaid County of Colleton in consideration of the sum of Four Hundred fifty and no/100 ---------- DOLLARS, to us in hand paid at and before the sealing of these presents by C. I. Kahn and E. R. Kahn

in the State aforesaid Colleton County 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 C. I. Kahn and E. R. Kahn, their heirs and assigns:

All that piece, parcel or tract of land, lying, being and situate in Broxton Township, State and County aforesaid, measuring and containing forty two (42) acres more or less, bounded on the North by lands Walter Walling, East by lands formerly H. D. Polk, and West by lands formerly _____ Polk being same tract conveyed to Ida M. Kahn by J. P. Kahn or of date October 6, 1936 recorded in R.M.C. Office for Colleton County book ___ Page 43 and more fully described by plat of W. H. Hentz Jan 19, 1914, recorded in Plat book page 215 for Colleton Co.

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 C. I. and E. R. Kahn, their Heirs and Assigns, forever.

AND we do hereby bind our Heirs, and our Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said C. I. and E. R. Kahn their Heirs and Assigns, against us and our Heirs, and all persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our Hand S and Seal S, this twenty fifth day of October in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and sixty ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

L. T. Polk — J. P. Kahn (L.S.)

A. B. Polk — O. H. Kahn (L.S.)

Hommie Kahn (L.S.)
Marvin Kahn

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ 0.55, S.C. Stamps $ 1.00

Personally appeared before me L. T. Polk and made oath that he saw the within named J. P. Kahn, O. H. Kahn, Hommie Kahn and Marvin Kahn sign, seal, and as their act and deed, deliver the within written Deed; and that he with A. B. Polk witnessed the execution thereof.

Sworn to before me, this 28th day of October A. D. 1944.

A. B. Polk (SEAL)
Notary Public for S. C.

L. T. Polk

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, A. B. Polk, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Maggie Kahn the wife of the within named Hommie Kahn 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 C. I. and E. R. Kahn, their Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 28th day of October, Anno Domini 1944.

A. B. Polk (SEAL)
Notary Public for S. C.

Maggie Kahn

Recorded the above conveyance, this 28th day of October at 11:30 A.M. 1944

C C & R M C

SEE NEXT PAGE

DEEDS

Notary Public for S. C.

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, A. B. Polk, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Myrtle H. Kahn the wife of the within named Marvin Kahn 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 C. I. and L. L. Kahn, their Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 18th day of October, Anno Domini 19.44

A. B. Polk (SEAL)
Notary Public for S. C.

Myrtle H. Kahn

Recorded the above conveyance, this 18th day of October at 11:30 A. M., 19.44

C. C. & R. M. C.

399A

SEE NEXT PAGE

Notary Public for S. C.

THE STATE OF SOUTH CAROLINA,
Colleton County.

RENUNCIATION OF DOWER

I, A. B. Rolf, a Notary Public for S. C.
do hereby certify unto all whom it may concern, that Mrs. Marion Rahn the wife of the within named
[illegible] Rahn 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 whatsoever, renounce, release and forever
relinquish unto the within named [illegible] and [illegible] Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 28th day of October, Anno Domini 1944.

A. B. Rolf (SEAL)
Notary Public for S. C.

Marion Rahn

Recorded the above conveyance, this 28th day of October at 11:30 A.M., 1944

C.C.&R.M.C.

2998

BOOK 88

300

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

_____

_____

_____

in the State aforesaid _____ in consideration of the sum of _____ DOLLARS,

to _____ in hand paid at and before the sealing of these presents by _____

_____

_____

in the State aforesaid _____ 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 _____

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 _____ Heirs and Assigns, forever.

AND _____ do hereby bind _____

Heirs, _____ Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said _____

Heirs and Assigns, against _____ and _____ Heirs, _____ lawfully claiming, or to claim the same, or any part thereof.

WITNESS _____ Hand _____ and Seal _____ this _____ day of _____ in the year of our Lord one thousand nine hundred and _____ and in the one hundred and _____ year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

_____ _____ (L. S.)

_____ _____ (L. S.)

THE STATE OF SOUTH CAROLINA,
Colleton County.

Fed. Stamps $_____
S. C. Stamps $_____

Personally appeared before me _____

and made oath that he saw the within named _____ sign, seal, and as _____ act and deed, deliver the within written Deed; and that _____ he _____ with _____ witnessed the execution thereof.

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

_____ (SEAL)
Notary Public for S. C.

_____

THE STATE OF SOUTH CAROLINA,
Colleton County.

RENUNCIATION OF DOWER

I, _____ a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named _____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this _____ day of _____ Anno Domini 19____

_____ (SEAL)
Notary Public for S. C.

_____

Recorded the above conveyance, this _____ day of _____ 19____

_____
C. C. & R. M. C.

ADA BAILEY TO O. C. CLARK

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Ada Bailey,

in the State aforesaid in consideration of the sum of One Thousand, Seven Hundred and Fifty and No/100 ---------- DOLLARS, to me in hand paid at and before the sealing of these presents by O. C. Clark

in the State aforesaid 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 O. C. Clark, his heirs and assigns,

All that piece, parcel or lot of land, together with the buildings and improvements thereon, situate near the Town of Walterboro, in the County of Colleton and State of South Carolina, containing one and eighty-five one-hundredths (1.85) acres, more or less, and bounded as follows: North East, South East and South West by lands of M. B. Ryland, from which this lot was taken; and North West by State Highway #64, leading from Walterboro to Cottageville. Being the unsold portion of a five acre lot which was conveyed to Ada Bailey by M. B. Ryland by deed dated _____, 1938, recorded 5 May, 1938, in the office of Clerk of Court for Colleton County, S. C., in book 75, page 310. The remaining portion of the said five acre tract was conveyed by Ada Bailey to United States of America by deed dated 21 November, 1942, recorded 21 November, 1942, in the office of Clerk of Court for Colleton County, S. C., in book 83, page 513.

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 O. C. Clark, his Heirs 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 O. C. Clark, his Heirs and Assigns, against me and my Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 28th day of October in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and sixty fourth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

J. C. Lemacks — Ada Bailey (L. S.)

Myrtis A. Fripp (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ 2.20, S. C. Stamps $ 4.00

Personally appeared before me Myrtis A. Fripp and made oath that he saw the within named Ada Bailey sign, seal, and as her act and deed, deliver the within written Deed; and that S he with J. C. Lemacks witnessed the execution thereof.

Sworn to before me, this 28th day of October, A. D. 1944.

J. C. Lemacks (SEAL)
(Seal affixed) Notary Public for S. C.

Myrtis A. Fripp

THE STATE OF SOUTH CAROLINA, Colleton County.

NO RENUNCIATION OF DOWER

I, _____, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named _____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this _____ day of _____, Anno Domini 19____.

_____ (SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 28th day of October at 12 M. 1944.

C C & R M C

HARRY L. COPELAND TO MRS. MINNIE F. COPELAND

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, HARRY L. COPELAND

in the State aforesaid County of Colleton in consideration of the sum of Five and no/100 ($5.00) one love and affection------- DOLLARS, to me in hand paid at and before the sealing of these presents by my wife, Minnie F. Copeland

in the State aforesaid, County of Colleton 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 Mrs. Minnie F. Copeland after my death a life estate, with the full right to use, rent, repair or alter, the following described tract of land together with the buildings thereon:

All that certain piece, parcel or lot of land situate, lying and being in Stokes, Colleton County, South Carolina, measuring and containing one-fourth (¼) acre, be the same more or less, bounded on the North by lot formerly of T. A. Strickland; on the East by lands now or formerly of the estate of Dr. J. G. Sanders; on the South by other lands of Harry L. Copeland of which this was formerly a part, the fence to the North of the driveway being the line; and on the West by public road. This being a part of those lands conveyed to me, Harry L. Copeland, by Clarence A. Copeland by his deed dated 22 September 1944, recorded in the Office of the Clerk of Court for Colleton County, South Carolina, 26th September 1944 in book 87 at page 484 and is made subject to the provisions of that deed.

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 Mrs. Minnie F. Copeland, after my death, during thetera of her natural life

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 Mrs. Minnie F. Copeland, her Heirs and Assigns, against me and my Heirs, and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal this 26th day of October in the year of our Lord one thousand nine hundred and Forty-four, and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Nancy Padgett — Harry L. Copeland (L. S.)

H. Wayne Unger — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ S. C. Stamps $

Personally appeared before me Nancy Padgett and made oath that he saw the within named Harry L. Copeland sign, seal, and as his act and deed, deliver the within written Deed; and that S he with H. Wayne Unger witnessed the execution thereof.

Sworn to before me, this 26th day of October A. D. 1944.

H. Wayne Unger (SEAL)
Notary Public for S. C.

Nancy Padgett

THE STATE OF SOUTH CAROLINA, Colleton County. Grantee wife of Grantor. RENUNCIATION OF DOWER

I, ____, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. ____ the wife of the within named ____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named ____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this ____ day of ____, Anno Domini 19____

(SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 26th day of October at 4 P.M. 1944.

C C & R. M. C.

BOOK 88

303

Form 88 JOSH B. SMOAK ET AL TO B. G. BURRAGE Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 23rd day of August, 19 44, between

Josh B. Smoak and wife Annie W. Smoak

Postoffice R.F.D. #4 Walterboro, S. C. hereinafter called Lessor

(whether one or more), and B. G. Burrage hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of Three and 50/100 -----

Dollars ($ 3.50), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to Lessor; said land being situated in Colleton County, State of South Carolina, and described as follows:

Bounded on the North by land of H. H. Smoak
Bounded on the East by land of O. F. Callum and land of the Breland Est.
Bounded on the South by land of S. S. Crosby
Bounded on the West by land of the Bailey Est.

(It is the intention of this description to cover all land owned by us in Colleton County, South Carolina, whether it be correctly described above or not.)

containing 70 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of ten cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, so required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

For assignment see Book O-3x 3/15

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above hereinafter address, or to Farmers and Merchants Bank Bank of Walterboro, S. C. for deposit to Lessor's credit, and Lessee, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operation to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessee, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Cora Vorn — Josh D. Snook (L. S.)

A. D. McGlamery — Annie M. Snook (L. S.)

(L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,

County of Colleton

Personally appeared before me A. D. McGlamery

and made oath that he saw the within named Josh D. Snook

sign, seal and as his act and deed deliver the within written Lease; and that he with Cora Vorn

witnessed the execution thereof.

SWORN to before me this 23rd day of August A. D. 1944

Cora Vorn (Seal affixed) Notary Public for S. C. (L. S.)

A. D. McGlamery

STATE OF SOUTH CAROLINA,

County of Colleton

RENUNCIATION OF DOWER

I, Cora Vorn, a notary public, do hereby certify unto all whom it may concern, that

Mrs. Annie M. Snook the wife of the within named Josh D. Snook

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 A. D. Surrago

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 23rd day of August A. D. 1944

Annie M. Snook

Cora Vorn (Seal affixed) Notary Public for S. C. (L. S.)

Recorded 30th day of October 1944 at 9 A.M. o'clock

Form 88 S. B. LYONS ET AL TO W. G. BURRAGE Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 29th day of September 1944, between S. B. Lyons and wife Agnes Hettie Lyons

Postoffice R. F. D. # 2 Ruffin, S. C. hereinafter called Lessor (whether one or more), and W. G. Burrage hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of Seven and 15/100 Dollars ($7.15), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to Lessor; said land being situated in Colleton County, State of South Carolina, and described as follows:

Bounded on the North by land of the Est. of B. Benton
Bounded on the East by land of the Est of G. J. Vern
Bounded on the South by land of F. Maloney
Bounded on the West by land of L. L. Herndon

(It is the intention of the above description to cover all land owned by us in Colleton County, S. C. whether the same be correctly described above or not.)

containing 143 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of Ten cents per acre, of the acreage held by such, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, so required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

See Assignment, etc. same Book Page 518

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to The Bank of Walterboro Bank of Walterboro, S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depositary hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depositary, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and cause shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operation to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessor, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Corn Varn — S. B. Lyons (L. S.)

Fannie Varn — Agnes Hattie Lyons (L. S.)

(L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,

County of Colleton

Personally appeared before me Fannie Varn

and made oath that he saw the within named S. B. Lyons

sign, seal and as his act and deed deliver the within written Lease; and that he with Corn Varn witnessed the execution thereof.

SWORN to before me this 9th day of October A. D. 1944.

Corn Varn (L. S.)
(Seal affixed) Notary Public for S. C.

Fannie Varn

STATE OF SOUTH CAROLINA,

County of Colleton

RENUNCIATION OF DOWER

I, Corn Varn, a notary public do hereby certify unto all whom it may concern, that Mrs. Agnes Hattie Lyons the wife of the within named S. B. Lyons 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 A. O. Burrage 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 9th day of October A. D. 1944.

Corn Varn (L. S.)
(Seal affixed) Notary Public for S. C.

Agnes Hattie Lyons

Recorded 30th day of October 1944 at 9 A.M. o'clock

87

Form 88 W. M. LYONS ET AL TO E. G. BURRAGE Lease No.

Oil and Gas Lease

AGREEMENT. Made and dated this 6th day of October, 1944, between W. M. Lyons and wife Maggie Lyons

Postoffice R.F.D. # 4 Walterboro, South Carolina, hereinafter called Lessor (whether one or more), and E. G. Burrage, hereinafter called Lessee;

WITNESSETH:

FIRST: Lessor, in consideration of Four and no/100 ---

Dollars ($4.00), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to Lessor; said land being situated in Colleton County, State of South Carolina, and described as follows:

Bounded on the North by Black Creek
Bounded on the East by land of T. J. Blocker
Bounded on the South by land of Sherrill Blocker and State Highway #63
Bounded on the West by Black Creek

(It is the intention of the above description to cover all lands owned by us in Colleton County, S. C. whether the same be correctly described above or not.)

containing 80 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of ten cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said options shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

See Assignment and Lease Book Page 87.2

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to The Bank of Walterboro Bank of Walterboro, South Carolina for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payments of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operation to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessee, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Harvey Mettles — M. M. Lyons (L. S.)

A. B. McGlamery — Mrs. M. M. Lyons (L. S.)

(L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,

County of Colleton

Personally appeared before me A. B. McGlamery

and made oath that he saw the within named M. M. Lyons

sign, seal and as his act and deed deliver the within written Lease; and that he with Harvey Mettles

witnessed the execution thereof.

SWORN to before me this 7th day of October A. D. 19 44

Cora Vorn (L. S.)
Notary Public for S. C.

A. B. McGlamery

STATE OF SOUTH CAROLINA,

County of Colleton

RENUNCIATION OF DOWER

I, Cora Vorn, a Notary public do hereby certify unto all whom it may concern, that Mrs. M. M. Lyons (Cassie Lyons) the wife of the within named M. M. Lyons 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 W. G. Burrage 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 7th day of October A. D. 1944

Cora Vorn (L. S.)
Notary Public for S. C.

Mrs. M. M. Lyons

Recorded 30th day of October 1944 at 9 A.M. o'clock

Form 88 C. B. HIERS TO W. G. BURRAGE Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 6th day of October, 1944, between C. B. Hiers, a single man

Postoffice R.F.D. # 2 Ehrhardt, S. C., hereinafter called Lessor (whether one or more), and W. G. Burrage, hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of One Dollars ($ 1.00), and agreements of Lessee hereinafter contained, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to Lessor; said land being situated in Colleton County, State of South Carolina, and described as follows:

Bounded on the North by land of Mrs. Annabelle Kearse,
Bounded on the East by land of O. D. Barnes
On the South by land of O. D. Barnes,
On the West by land of Jacob Folk

(It isthe intention of the above description to cover all land owned by me in Bamberg County, S. C. whether the same be correctly described above or not.)

containing 76 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of: ten cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

See Assignment all same Book Page 216

DEED

310

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

SIXTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to Enterprise Bank of Ehrhardt, S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operation to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessor, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

J. A. Hiers — Carroll Hiers (L. S.)

O. B. Ritter — (L. S.)

— (L. S.)

— (L. S.)

STATE OF SOUTH CAROLINA,

County of Bamberg

Personally appeared before me J. A. Hiers

and made oath that he saw the within named Carroll Hiers (C. H. Hiers)

sign, seal and as his act and deed deliver the within written Lease; and that he with O. B. Ritter

witnessed the execution thereof.

SWORN to before me this 6th day of October A. D. 1944

O. B. Ritter (L. S.)
Notary Public for S. C.

J. A. Hiers

STATE OF SOUTH CAROLINA,

County of

RENUNCIATION OF DOWER

I, , do hereby certify unto all whom it may concern, that

Mrs. the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this

day of A. D. 19

Notary Public for S. C. (L. S.)

Recorded 30th day of October 1944 at 9 A.M. which

911

Form 88 J. D. DUBOIS ET AL TO H. G. CURRUGE Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 28th day of September, 1944, between

J. D. Dubois and wife Josephine Dubois

Postoffice R.F.D. #2 Ruffin, S. C. hereinafter called Lessor

(whether one or more), and H. G. Currege hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of Three and 40/100 -----

Dollars ($3.40), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands, (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in as then condition as

Lessor: said land being situated in Colleton County, State of South Carolina, and described as follows:

Bounded on the North by land of L. C. Breland
Bounded on the East by land of Hazel G. Ulmer
Bounded on the South by land of Charles Dubois and land of Georgienne Broughton
Bounded on the West by land of Levi Herndon

(It is the intention of the above description to cover all land owned by us in Colleton County, S. C. whether the same be correctly described above or not.

containing 66 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of ten cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

See Assignment see Lease Book Page 916

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (⅛) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to The Bank of Walterboro Bank of Walterboro, South Carolina for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; *provided, also*, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operations to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessor, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Cora Varn	J. D. Dubois (L. S.)
J. I. Bryan	J. I. Bryan (L. S.)
	(L. S.)
	(L. S.)

STATE OF SOUTH CAROLINA,

County of Colleton

Personally appeared before me J. I. Bryan

and made oath that he saw the within named J. D. Dubois

sign, seal and as his act and deed deliver the within written Lease; and that he with Cora Varn

witnessed the execution thereof.

SWORN to before me this 29th day of October A. D. 1944

Cora Varn (Seal affixed) Notary Public for S. C. (L. S.)

J. I. Bryan

STATE OF SOUTH CAROLINA,

County of Colleton

RENUNCIATION OF DOWER

I, Cora Varn, do hereby certify unto all whom it may concern, that Mrs. Josephine (Joe) Dubois the wife of the within named J. D. Dubois 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 W. O. Durrere and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this 29th day of September A. D. 1944

Cora Varn (Seal affixed) Notary Public for S. C. (L. S.)

Josephine Dubois

Recorded 30th day of October 1944 at 9 A.M.

Form 88 C. Y. BRELAND ET AL TO L. O. BURRAGE Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 27th day of September, 1941, between C. Y. Breland wife Bessie Breland

Postoffice R.F.D. #2 Ruffin, South Carolina, hereinafter called Lessor (whether one or more), and L. O. Burrage, hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of Three and 45/100 Dollars ($3.45), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to Lessor; said land being situated in Colleton County, State of South Carolina, and described as follows:

Bounded on the North by land of Est. of C. K. Breland
Bounded on the East by land of C. K. Breland
Bounded on the South by land of Est of J. A. Breland
Bounded on the West by U. S. Highway # 21

(It is the intention of the above description to cover all lands owned by us in Colleton County, South Carolina, whether the same be correctly described above or not.)

containing 69 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or his assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of ten cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, Lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

See assignment Rec. Book Orge. 3/5.

DEED

314

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to The Bank of Walterboro Bank of Walterboro, S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operations to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessor, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Cora Varn — C. Y. Ureland (L. S.)

J. I. Bryan — Bessie Ureland (L. S.)

(L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,

County of Colleton

Personally appeared before me J. I. Bryan

and made oath that he saw the within named C. Y. Ureland

sign, seal and as his act and deed deliver the within written Lease; and that he with Cora Varn

witnessed the execution thereof.

SWORN to before me this 29th day of September A. D. 1944

Cora Varn (L. S.)
Notary Public for S. C.

J. I. Bryan

STATE OF SOUTH CAROLINA,

County of Colleton

RENUNCIATION OF DOWER

I, Cora Varn, a notary public, do hereby certify unto all whom it may concern, that Mrs. Bessie Ureland the wife of the within named C.Y. Ureland 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 E. G. Murray and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this 29th day of September A. D. 1944

Cora Varn (L. S.)
Notary Public for S. C.

Bessie Ureland

Recorded 30th day of October in 44 at 9 A.M. o'clock

ASSIGNMENT OF OIL AND GASLEASE

Whereas, On the 23rd day of August 1944, a certain oil and gas mining lease was made and entered into by and between JOSH S. SMOAK AND Wife, MADIE J. SMOAK, Lessor and W. G. Burrage, Lessee covering the following described land in the county of Colleton and State of South Caroline to-wit:

Bounded on the North by land of H. H. Smoak
Bounded on the East by land of O. F. Pellum and land of the Breland Est.
Bounded on the South by land of S. S. Crosby
Bounded on the West by land of the Bailey Est.

and containing 70 acres, more or less

Said lease being recorded in the office of the County Clerk in and for said county in book 88 page 303, and

Whereas, The said lease and all rights thereunder or incident thereto are now owned by W.G.Burrage

Now, Therefore, For and in consideration of One Dollar (and other good and valuable considerations), the receipt of which is hereby acknowledged, the undersigned, the present owner__ of the said lease and all rights thereunder or incident thereto, does hereby bargain, sell, transfer, assignand convey all rights, title and interest of the original lessee and present owner____ in and to the said lease and rights thereunder in so far as it covers the above described lands together with all personal property used or obtained in connection therewith to C. J. Davidson and his heirs, successors and assigns.

And for the same consideration, the undersigned for himself and his heirs, successors and representatives, does covenant with the said assignee his heirs, successors, or assigns that he is the lawful owner__ of the said lease and rights and interests thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid.

In Witness Whereof, The undersigned owner___ and assignor has signed and sealed this instrument the 16th day of October, 1944.

Signed, sealed and delivered
in the presence of
Witness:

J. L. Champ — W. G. Burrage
H. H. Fox

State of Texas
County of Tarrant.
Personally appeared before me J. W. Champ and made oath that he saw the within named W. G. Burrage sign, seal and as his act and deed deliver the within written Assignment of Oil and Gas Lease; and that he with H. H. Fox witnessed the execution thereof.

Sworn to before me this 17th day of October A.D. 1944.
H. H. Fox — J. W. Champ
Notary Public for Tarrant County, Texas
(Seal affixed)

Recorded October 30, 1944 at 9 A.M.

. . . . . .

ASSIGNMENT OF OIL AND GAS LEASE

Whereas, On the 27th day of September 1944, a certain oil and gas mining lease was made and entered into by and between C. Y. BRELAND AND WIFE, BESSIE BRELAND, Lessor and W. G. Burrage, Lessee covering the following described land in the county of Colleton and State of South Carolina, to-wit:

Bounded on the North by land of Est. of C. H. Breland
Bounded on the East by land of C. K. Breland
Bounded on the South by land of Est. of J. A. Breland
Bounded on the West by U. S. Highway #21

and containing 69 acres, more or less

Said lease being recorded in the office of the County Clerk in and for said county in book 88 page 313, and

Whereas, The said lease and all rights thereunder or incident thereto are now owned by W.G.Burrage

Now, Therefore, For and in consideration of One Dollar (and other good and valuable considerations), the receipt of which is hereby acknowledged, the undersigned, the present owner___ of the said lease and all rights thereunder or incident thereto, does hereby bargain, sell, transfer, assign and convey all rights, title and interest of the original lessee and present owner __ in and to the said lease and rights thereunder in so far as it covers the above described lands together with all personal property used or obtained in connection therewith to C. J. Davidson and his heirs, successors and assigns.

And for the same consideration, the undersigned for himself and his heirs, successors and representatives, does covenant with the said assignee his heirs, successors, or assigns that he is the lawful owner__ of the said lease and rights and interest thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid.

In Witness Whereof, The undersigned owner__ and assignor has signed and sealed this instrument this 16th day of October, 1944.

Signed, sealed and delivered in the presence of
Witness:
J. L. Champ — W. G. Burrage
H. H. Fox

316

State of Texas
County of Tarrant
Personally appeared before me J. W. Champ and made oath that he saw the within named W. G. Burrage sign, seal and as his act and deed deliver the within written Assignment of Oil and Gas Lease; and that he with R. M. Fox witnessed the execution thereof.

Sworn to before me this 17th day of October A.D. 1944.

R. M. Fox — J. W. Champ
Notary Public for Tarrant County, Texas.

Recorded October 30, 1944 at 9 A.M.

ASSIGNMENT OF OIL AND GAS LEASE

Whereas, On the 28th day of September 1944, a certain oil and gas mining lease was made and entered into by and between J. D. DUBOIS AND Wife, JOSEPHINE DUBOIS, Lessor and W. G. Burrage, Lessee covering the following described land in the county of Colleton and State of SouthCarolina,to-wit:

Bounded on the North by land of L. C. Breland
Bounded on the East by land of Hazel G. Ulmer
Bounded on the South by land of Charles Dubois and land of Georgianne Broughton
Bounded on the West by lands of Levi Herndon

and containing 68 acres, more or less.

Said lease being recorded in the office of the County Clerk in and for said county in book SP page 211, and

Whereas, The said lease and all rights thereunder or incident thereto are now owned byA.G.Burrage

Now, Therefore, for and in consideration of One Dollar (and other good and valuable considerations), the receipt of which is hereby acknowledged, the undersigned, the present owner___ of the said lease and all rights thereunder or incident thereto, does hereby bargain, sell, transfer, assign and convey all rights, title and interest of the original lessee and present owner____ in and to the said lease and rights thereunder in so far as it covers the above described lands together with all personal property used or obtained in connection therewith to C. J. Davidson and his heirs, successors and assigns.

And for the same consideration, the undersigned for himself and his heirs, successors and representatives, does covenant with the said assignee his heirs, successors, or assigns that he is the lawful owner___ of the said lease and rights and interests thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due andpayable thereunder have been duly paid.

In Witness Whereof, The undersigned owner___ and assignor has signed and sealed this instrument this 16th day of October, 1944.

Signed, sealed and delivered in the presence of
Witness:
J. W. Champ. — W. G. Burrage
R. M. Fox

State of Texas.
County of Tarrant.
Personally appeared before me J. W. Champ and made oath that he saw the within named W. G. Burrage sign, seal and as his act and deed deliver the within written Assignment of Oil and Gas Lease; and that he with R. M. Fox witnessed the execution thereof.

Sworn to before me this 17th day of October, A. D. 1944.

R. M. Fox — J. W. Champ
Notary Public for Tarrant County, Texas.
(Seal affixed)

Recorded October 30, 1944 at 9 A.M.

ASSIGNMENT OF OIL AND GAS LEASE

Whereas, On the 6th day of October 1944, a certain oil and gas mining lease was made and entered into by and between C. B. HILES (a single man), Lessor and W. G. Burrage, Lessee covering the following described land in the county of Colleton and State of South Carolina, to-wit:

Bounded on the North by land of Mrs. Anna Belle Kearse
Bounded on the East by land of G. D. Barnes
On the South by land of G. D. Barnes
On the West by land of Jacob Folk

and containing 76 acres, more or less.

Said lease being recorded in the office of the County Clerk in and for saidcounty in book SP page 209, and

Whereas, The said lease and all rights thereunder or incident thereto are now owned by W. G.Burrage

Now, Therefore, For and in consideration of One Dollar (and other good and valuable considerations), the receipt of which is hereby acknowledged, the undersigned, the present owner___ of the said lease and all rights thereunder or incident thereto, does hereby bargain, sell, transfer, assign and convey all rights, title and interst of the original lessee and present owner___ in and to the said lease and rights thereunder in so far as it covers the above described lands together with

all personal property used or obtained in connection therewith to C. J. Davidson and his heirs, successors and assigns.

And for the same consideration, the undersigned for himself and his heirs, successors and representatives, does covenant with the said assignee his heirs, successors, or assigns, that he is the lawful owner__ of the said lease and rights and interests thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid.

In Witness Whereof, The undersigned owner__ and assignor has signed and sealed this instrument this 16th day of October 1944.

Signed, sealed and delivered in the presence of
Witness:
J. W. Champ W. O. Burrage
R. M. Fox

State of Texas
County of Tarrant.
Personally appeared before me J. W. Champ and made oath that he saw the within named W. O. Burrage sign, seal and as his act and deed deliver the within written Assignment of Oil and Gas Lease; and that he with R. M. Fox witnessed the execution thereof.

Sworn to before me this 17th day of October A.D. 1944.

R. M. Fox J. W. Champ
Notary Public for Tarrant County, Texas

- - - - - - - - - - - - - - Recorded October 30, 1944 at 9 A.M. - - - - - - - - - - - - - - - - - - -

ASSIGNMENT OF OIL AND GAS LEASE

Whereas, On the 8th day of October 1944, a certain oil and gas mining lease was made and entered into by and between M. M. LYONS and MRS. BESSIE LYONS, Lessor and W. O. Burrage, Lessee covering the following described land in the county of Colleton and State of South Carolina, to-wit:

Bounded on the North by Black Creek
Bounded on the East by land of T. J. Blocker
Bounded on the South by land of Sherrill Blocker and State Highway #63
Bounded on the West by Black Creek

and containing 80 acres, more or less

Said lease being recorded in the office of the County Clerk in and for said county in book 88 page 302, and

Whereas, The said lease and all rights thereunde or incident thereto are now owned by W.O.Burrage

Now, Therefore, For and in consideration of One Dollar (and other good and valuable considerations), the receipt of which is hereby acknowledged, the undersigned, the present owner__ of the said lease and all rights thereunder or incidetn thereto, does hereby bargain, sell, transfer, assigns and convey all rights, title and interest of the original lessee and present owner____ in and to the said lease and rights thereunder in so far said covers the above described lands together with all personal property used or obtained in connection therewith to C. J. Davidson and his heirs, successors and assigns.

And for the same consideration, the undersigned for himself and his heirs, successors and representatives, does covenant with the said assignee his heirs, successors, or assigns that he is the lawful owner____ of the said lease and rights and interests thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid.

In Witness Whereof, The undersigned owner____ and assignor has signed and sealed this instrument this 16th day of October, 1944.

Signed, sealed and delivered in the presence of
Witness:
J. W. Champ W. O. Burrage
R. M. Fox

State of Texas
County of Tarrant
Personally appeared before me J. W. Champ and made oath that he saw the within named W. O. Burrage sign, seal and as his act and deed deliver the within written Assignment of Oil and Gas Lease; and that he with R. M. Fox witnessed the execution thereof.

Sworn to before me this 17th day of October A.D. 1944.

R. M. Fox J. W. Champ
Notary Public for Tarrant County, Texas
(Seal affixed)

Recorded October 30, 1944 at 9 A.M.

318

ASSIGNMENT OF OIL AND GAS LEASE

Whereas, on the 29th day of September 1944, a certain oil and gas mining lease was made and entered into by and between S. B. LYONS AND WIFE AGNES MATTIE LYONS, Lessor and W. O. Burrage, Lessee covering the following described land in the county of Colleton and State of South Carolina, to-wit:

Bounded on the North by land of the est, of B. Benton
Bounded on the East by land of the est, of G. J. Varn
Bounded on the South by land of F. Maloney
Bounded on the West by land of A. L. Herndon

and containing 143 acres, more or less

Said lease being recorded in the office of the County Clerk in and for said county in book 88 page 305, and

Whereas, The said lease and all rights thereunder or incident thereto are now owned by W.O.Burrage

Now, Therefore, For and in consideration of One Dollar (and other good and valuable considerations), the receipt of which is hereby acknowledged, the undersigned, the present owner__ of the said lease and all rights thereunder or incident thereto, does hereby bargain, sell, transfer, assigns and convey all rights, title and interest of the original lessee and present owner __ in and to the said lease and rights thereunder in so far as it covers the above described lands together with all personal property used or obtained in connection therewith to G. J. Davidson and his heirs, successors and assigns.

And for the same consideration, the undersigned for himself and his heirs, successors and representatives, does covenant with the said assignee his heirs, successors, or assigns that he is the lawful owner__ of the said lease and rights and interests thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid.

In Witness Whereof, The undersigned owner__ and assignor has signed and sealed this instrument this 16th day of October 1944.

Signed, sealed and delivered in the presence of.
Witness:
J. W. Champ
M. M. Fox

W. O. Burrage

State of Texas
County of Tarrant
Personally appeared before me J. W. Champ and made oath that he saw the within named W. O. Burrage sign, seal and as his act and deed deliver the within written Assignment of Oil and Gas Lease; and that he with M. M. Fox witnessed the execution thereof.

Sworn to before me this 17th day of October A.D. 1944.

M. M. Fox
Notary Public for Tarrant County, Texas
(Seal affixed)

J. W. Champ

Recorded October 30, 1944 at 9 A.M.

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, W. A. Lott,

in the State aforesaid, in consideration of the sum of One Hundred and Fifty and No/100 DOLLARS, to me in hand paid at and before the sealing of these presents by Sol Wilson

in the State aforesaid, 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 Sol Wilson, his heirs and assigns,

all that piece, parcel or tract of land, situate in Ireland Creek School District, County of Colleton and State of South Carolina, containing twelve and one-half (12-1/2) acres, more or less, and bounded, now or formerly, as follows: North by lands of Hiot, formerly Jennings; East by lands of W. A. Lott, formerly H. H. Herndon; South by lands of Dus Roberts; and West by lands of J. J. Hiott and of Mrs. Hiott. All of which will more fully appear by reference to a plat, on which is delineated said twelve and one-half acres, made by C. A. Lubant, Surveyor, of date April, 1920. The said twelve and one-half acres was originally a part of the lands of the Estate of Jennings, the larger tract, of which this twelve and one-half acres is a part, having been conveyed by Delacy Lumber Company to Colleton Insurance and Realty Company and Thayer Lumber Company being successor in title thereto, being same lands conveyed to W. A. Lott by Thayer Lumber Company by deed dated 22 October, 1921, recorded 1s January, 1922, in the office of Clerk of Court for Colleton County, S. C., in book 53, page 139.

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 Sol Wilson, his Heirs 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 Sol Wilson, his Heirs and Assigns, against me and my Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 20th day of October in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and sixty ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Myrtle A. Fripp — W. A. Lott (L. S.)

J. C. Lemacks — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $ 0.55
S.C. Stamps $ 1.00

Personally appeared before me J. C. Lemacks and made oath that he saw the within named W. A. Lott sign, seal, and as his act and deed, deliver the within written Deed; and that he with Myrtle A. Fripp witnessed the execution thereof.

Sworn to before me, this 20th day of October A. D. 1944

Myrtle A. Fripp (SEAL)
Notary Public for S. C.

J. C. Lemacks

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, D. H. Lott, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. C. L. Lott the wife of the within named W. A. Lott 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 Sol Wilson, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 20th day of October Anno Domini 1944

D. H. Lott (SEAL)
Notary Public for S. C.

C. L. Lott

Recorded the above conveyance, this 30th day of October at 10 A.M. 1944

C. C. & R. M. C.

DEED

320

FLORENCE MCKENZIE TO LUCINDA MCTEER

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Florence McKenzie

in the State aforesaid, in consideration of the sum of Six hundred and fifty ---------- DOLLARS, to me in hand paid at and before the sealing of these presents by Lucinda McTeer

in the State aforesaid, 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 Lucinda McTeer

All that piece, parcel or lot of land in Walterboro Township, Colleton County, State of South Carolina known as lot No. 1 on a plat for J. A. Pearson by J. H. Prunk, Surveyor, of date July 17, 1926, the said lot having the following measurements: on the Northern line forty feet; on the eastern line one hundred and fifteen feet; on the southern line forty feet; and on the western line one hundred and twenty-six feet; and bounded as follows: North by lots 3 and 4; east by a lane 20 feet wide; South by Savage Street, and West by lot No. 2 on said plat.

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 Lucinda McTeer, her Heirs and Assigns, forever.

AND I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Lucinda McTeer, her Heirs and Assigns, against me and my Heirs, and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 18th day of April in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and 68th year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

F. E. McKenzie — Florence McKenzie (L. S.)

Jno A. Fourifoy — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $1.10 S C Stamps $1.00

Personally appeared before me F. E. McKenzie and made oath that he saw the within named Florence McKenzie sign, seal, and as her act and deed, deliver the within written Deed; and that he, with Jno A. Fourifoy witnessed the execution thereof.

Sworn to before me, this 18th day of April, A. D. 1944

Jno A. Fourifoy (SEAL)
Notary Public for S C

F. E. McKenzie

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, ____, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. ____ the wife of the within named ____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named ____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this ____ day of ____, Anno Domini 19____

(SEAL)
Notary Public for S C

Recorded the above conveyance, this 30th day of October at 10:15 A.M., in 44

CCS&MC

WILLIAM FELDER TO HERMAN GLOVER

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, William Felder

in the State aforesaid County of Colleton for and in consideration of the sum of Seventy Five and no/100 ------- DOLLARS, to me in hand paid at and before the sealing of these presents by Herman Glover

in the State aforesaid Colleton County 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 Herman Glover

All that piece; parcel or lot of land situate in Sheridan Township Colleton County containing three (3) acres and bounded as follows to wit; On the North by lands of Matilda Bellinger; On the East by lands of William Felder; On the South by lands of Lucy Small and on the West by lands of W. B. Harris.

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 Herman Glover, his Heirs and Assigns, forever. AND I do hereby bind my Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Herman Glover, his Heirs and Assigns, against me and my Heirs, and all and every person and persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 24th day of Oct. in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and Sixty eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

B. R. Ackerman — William Felder (L. S.)

F. B. Ackerman — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ S. C. Stamps $

Personally appeared before me B. R. Ackerman and made oath that he saw the within named William Felder sign, seal, and as his act and deed, deliver the within written Deed; and that he with F. B. Ackerman witnessed the execution thereof.

Sworn to before me, this 24th day of Oct. A. D. 1944

F. B. Ackerman (SEAL)
Notary Public for S. C.

B. R. Ackerman

THE STATE OF SOUTH CAROLINA, Colleton County. No Dower.

RENUNCIATION OF DOWER

I, ---, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. ---, the wife of the within named ---, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this --- day of ---, Anno Domini 19---

--- (SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 30th day of October at 1:30 P.M. 1944

C C & R M C

DEED

322

WILLIAM FELDER TO LUCY SMALL

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, William Felder

in the State aforesaid Colleton County for in consideration of the sum of Sixty two (62.50) and 50/100 ---------- DOLLARS, to me in hand paid at and before the sealing of these presents by Lucy Small

in the State aforesaid Colleton County 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 Lucy Small

All that piece, parcel or lot of land situate in Sheridan Township, Colleton County containing two and one half (2½) acres and bounded as follows to wit; On the North by lands of Herman Glover, on the East by lands of William Felder; On the South by lands of Gussie Perry; and on the West by lands of E. M. Gerris.

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 Lucy Small, her Heirs and Assigns, forever.

AND me do hereby bind my Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Lucy Small, her Heirs and Assigns, against me and my Heirs, and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 24th day of October in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and Sixty eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

E. H. Ackerman — William Felder (L. S.)

E. H. Ackerman — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ S. C. Stamps $

Personally appeared before me E. H. Ackerman and made oath that he saw the within named William Felder sign, seal, and as his act and deed, deliver the within written Deed; and that he with E. H. Ackerman witnessed the execution thereof.

Sworn to before me, this 24th day of October A. D. 1944

E. H. Ackerman (SEAL) Notary Public for S. C.

E. H. Ackerman

THE STATE OF SOUTH CAROLINA, Colleton County.

No Dower

RENUNCIATION OF DOWER

I, ---------- a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. ---------- the wife of the within named ---------- did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named ---------- Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this ---------- day of ---------- Anno Domini 19----

---------- (SEAL) Notary Public for S. C.

Recorded the above conveyance, this 30th day of October at 1:30 P.M. 19 44

C C & R M C

EDGAR POLK TO J. M. GINN

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, That I, Edgar Polkm

of Colleton County, in the State of South Carolina, hereinafter called the vendor , for and in consideration of the sum of Three Hundred and Fifty and No/100 ------- DOLLARS, paid by J. M. Ginn

of Hampton County, in the State of South Carolina, hereinafter called the vendee , the receipt whereof is hereby acknowledged, ha ve granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said vendee his heirs and assigns all the standing ---------- timber and trees six (6) ---- inches in diameter and upwards at the stump, six (6)----- inches from the ground, at the time of cutting, and also all the fallen timber, trees and logs on the following lands, to wit:

All that piece, parcel or tract of land, situate in the County of Colleton and State of South Carolina, containing approximately sixty (60) acres, and bounded North by the field or cleared lands of Edgar Polk; East by road; South by lands of estate ... H. Sayly; and estate of George Brunson; and West by lands of John Bryant.

The land hereinabove described is the Southern portion of a one hundred and twenty seven (127) acre tract owned by Edgar Polk and the trees and timber herein conveyed are located on the woods land lying South of the field or cleared lands of the said Edgar Polk on said tract of 127 acres, which said woods land contains approximately sixty (60) acres.

And for the consideration aforesaid, the vendor hereby also grant s , bargain s , sell s and release s to the said vendee , his heirs, successors and assigns, all the rights, ways, privileges and easements, in, over and upon said land which may be useful, convenient or necessary in cutting or removing said timber and trees, or any other timber or trees whatsoever; together with the exclusive right to locate, build, construct, maintain and operate roads, tramroads, railroads, side tracks and spur tracks, steam-skidders, mills, buildings, structures and other machinery and fixtures, appliances and methods whether now in use or hereafter invented, for the cutting and removing of said timber as said vendee , his heirs, successors and assigns, may see fit, on, over and across said land and contiguous land owned by the vendor , and to transport over said railroads, tramroads and roads any other timber, persons and articles of every kind and description; and also the right to cut, use and remove any timber and trees, fuel wood, undergrowth, brush or earth, the cutting, using or removal of which may be useful, convenient or necessary in the cutting, handling or removing the timber and trees aforesaid, or in exercising any of the rights granted hereunder—with the right at

any time to remove any and all machinery and structures and other property by said vendee . his heirs, successors or assigns, placed upon said premises.

TO HAVE AND TO HOLD, all and singular the said premises, timber, trees, and rights, ways, privileges and easements unto the said vendee , his heirs, successors or assigns, as the case may be, for and during the term, time or period hereinafter specified for the cutting and removing of the said timber and trees.

AND said vendor does hereby bind his heirs, executors, administrators and successors to warrant and defend all and singular the said premises, timber, trees, rights, ways, privileges and easements unto the said vendee , his heirs, successors or assigns, against the claims and demands of all persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS HEREBY EXPRESSLY COVENANTED AND AGREED:

FIRST. That the said vendee , his heirs, successors and assigns, for the consideration hereinbefore mentioned, shall have the full term of until October 1,1945 years from the date hereof to cut and remove the said timber and trees from the said land, and to exercise, use and enjoy all the rights, ways, privileges and easements granted hereunder; and should said vendee , his successors or assigns, so desire, he or they shall have the further period of ----NO-------- years in addition to the period above mentioned, or so much of said additional time as may be desired, for such purposes, upon the payment, however, of - - - - - - - - - - - - - - - Dollars per annum, for each additional year, payable in advance at the office of said vendee , his successors or assigns, and only after due demand made. Such extension may be had by the said vendee , his heirs, successors or assigns, whether he or they shall have begun to cut and remove the said timber and trees or to exercise any of the other rights granted hereunder within the first above named period, or not.

SECOND. That the said vendor shall and will promptly pay all taxes that are now due, or that hereafter may become due, on the said land, timber, trees and property rights; and that the said vendee , his heirs, successors or assigns, may on default by the said vendor pay said taxes, and any and all amounts so paid shall be, and are hereby, made a lien on the land for the reimbursement thereof, with interest to said vendee , his heirs, successors or assigns, in like manner as if the same were secured by a mortgage duly executed.

THIRD. That so much of said timber and trees as may be remaining on said lands, whether standing or fallen, at the expiration of the time, as hereinabove provided and fixed for the cutting and removing, shall immediately revert to and be and become the property of the said vendor , his heirs and assigns.

WITNESS my hand and seal, this 13th day of October , A. D. 19 44

Signed, Sealed and Delivered in the Presence of

J. C. Lemacks

A.R. Hawkins

Adger Folk (Seal)

(Seal)

(Seal)

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

(Fed. Stamps $0.66)
(S.C. Stamps $1.00)

PERSONALLY APPEARED before me A. R. Hawkins

and made oath that he was present and saw the above named Adger Folk

sign, seal and deliver the foregoing deed of conveyance, and that he, with J. C. Lemacks

witnessed the execution thereof.

SWORN to before me, this 13th day of October , A. D. 1944

J. C. Lemacks (Seal)
Notary Public for South Carolina.

A. R. Hawkins

STATE OF SOUTH CAROLINA,

COUNTY OF Colleton

I, Myrtle A. Fripp , Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Rotha F. Folk the wife of the within named Adger Folk did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named heirs, successors and assigns, all her interest and estate, and also her right and claim of dower, of, in, and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal, this --- day of October , A. D. 19 44

Myrtle A. Fripp (Seal)
Notary Public for South Carolina.

Rotha F. Folk

Recorded 31st day of October A. D. 1944, at 11 A.M. M.

Book , Page , Fee, $

R. M. C., or Clerk Court C. P. & G. S.
County, S. C.

BOOK 88

925-

GLADYS E. FISHBURNE ET AL TO ROCK OF AGES-C.M.E. CHURCH

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

We, Gladys E. Fishburne, and I. M. Fishburne,

in the State aforesaid, in consideration of the sum of One hundred and no/100 -------- ($100.00) DOLLARS, to us in hand paid at and before the sealing of these presents by The Rock of Ages, C.M.E. Church, Walterboro, S.C.

in the State aforesaid, 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 Rock of Ages, C.M.E. Church

All that lot of land situated in the Town of Walterboro, County of Colleton, State of South Carolina, bounded as follows: North by Harper ST.; east and west by lots of G. E. & I. M. Fishburne; South by a certain ditch dividing it from lands of G. E. & I.M. Fishburne, Said lot measuring eighty-four (84) feet, more or less on Harper St.; and one hundred ninety-nine, (199) feet, more or less on the east and west lines; and eighty-four (84) feet, more or less on the South line. Said lot being a portion of the lands formerly belonging the the estate of Blanchard and conveyed by deed of H. M. Jefferies, Master, to I. M. Fishburne.

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 Rock of Ages C.M.E. Church, its Heirs and Assigns, forever.

AND we do hereby bind ourselves & our Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Rock of Ages C.M.E.Church , its Heirs and Assigns, against us and our Heirs ---------- lawfully claiming, or to claim the same, or any part thereof.

WITNESS our Hand and Seal, this 16th day of October in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Mrs. John J. Barnhardt, Jr. — Gladys E. Fishburne (L. S.)

L. P. Fishburne — I. M. Fishburne (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ ____ S. C. Stamps $ ____

Personally appeared before me Mrs. John J. Barnhardt, Jr. and made oath that she saw the within named Gladys E. Fishburne and I. M. Fishburne sign, seal, and as their act and deed, deliver the within written Deed; and that she with L. P. Fishburne witnessed the execution thereof.

Sworn to before me, this 16th day of October, A. D. 1944

Katharine H. Boar (SEAL)
Notary Public for S. C.

Mrs. John J. Barnhardt, Jr.

RENUNCIATION OF DOWER

THE STATE OF SOUTH CAROLINA, Colleton County.

I, Katharine H. Boar, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Gladys E. Fishburne the wife of the within named I. M. Fishburne 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 Rock of Ages C.M.E. Church Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 16th day of October, Anno Domini 1944

Katharine H. Boar (SEAL)
Notary Public for S. C.

Gladys E. Fishburne

Recorded the above conveyance, this 31st day of October at 11 A.M., 1944

C.C.&R.M.C.

DEEDS

326

DOROTHY JESSIE SMITH SPIVEY TO D. M. SMITH

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Dorothy Jessie Smith Spivey, sole devisee in will of J. Dode Smith, deceased,

to the State aforesaid Colleton County in consideration of the sum of Seven Hundred and No/100 -------- DOLLARS, to me in hand paid at and before the sealing of these presents by D. M. Smith

in the State aforesaid Colleton County 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 D. M. Smith, his heirs and assigns,

All that piece, parcel or tract of land situate, lying and being in Warren Township, State and County aforesaid, measuring and containing forty (40) acres, more or less, and bounded and described as follows: North by lands of Mary M. Padgett; East by lands of D. M. Smith; South by lands of S. F. Bennett; and West by lands of the Estate of Isham Padgett.

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 D. M. Smith, his Heirs and Assigns, forever.

AND I do hereby bind myself and my Heirs, my Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said D. M. Smith, his Heirs and Assigns, against me and my Heirs and all persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal this 1st day of November in the year of our Lord one thousand nine hundred and forty four and in the one hundred and ------- year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Mabor M. Padgett — Dorothy Jessie Smith Spivey (L. S.)

Isadora Gorgalow — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $1.10 S. C. Stamps $1.50

Personally appeared before me Isadora Gorgalow and made oath that he saw the within named Dorothy Jessie Smith Spivey sign, seal, and as her act and deed, deliver the within written Deed; and that he with Mabor M. Padgett witnessed the execution thereof.

Sworn to before me, this 1st day of November A. D. 1944

Mabor M. Padgett (SEAL)
Notary Public for S. C.

Isadora Gorgalow

THE STATE OF SOUTH CAROLINA, Colleton County.

GRANTOR IS A WOMAN

RENUNCIATION OF DOWER

I, ------- a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. ------- the wife of the within named ------- did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named ------- Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this ------- day of ------- Anno Domini 19---

------- (SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 1st day of November at 3:30 P.M. 1944

C C & R M C

QUINCY PADGETT TO LIGHTSEY BROTHERS

STATE OF SOUTH CAROLINA)
TIMBER DEED.
COUNTY OF COLLETON)

THIS INDENTURE, made this 16th day of October, 1944, between Quincy Padgett of the first part, and Lightsey Brothers of the second part:

WITNESSETH: THAT the said party of the first part for and in consideration of the sum of Three Thousand Two Hundred & No/100 Dollars ($3200.00) in hand paid, the receipt whereof is hereby acknowledged, has released, granted, bargained, sold and conveyed and by these presents does release, grant, bargain, sell and convey unto the said parties of the second part the following:

All pine timber measuring 14 inches and above in diameter, 14 inches from the ground, and all hardwood and cypress timber measuring 12 inches and above in diameter, 14 inches from the ground, from the land described in real estate mortgage from Quincy Padgett to the United States of America dated September 8, 1941, and recorded in the office of the Clerk of Court of Colleton County, South Carolina, in book 64, page 37. There is excepted from the above the timber on about 3 acres marked off by a blazed line, a ditch and field. Also timber in pasture on west side of road.

Together with all necessary rights-of-way over and across the above described land, for the purpose of cutting and removing the timber therefrom; also necessary mill site or sites, log and lumber yards, for the purpose of assembling said logs and for manufacturing the same into lumber.

TO HAVE AND TO HOLD the said timber unto the said parties of the second part, their heirs, administrators, executors, or assigns, in fee simple, subject only to the conditions herein provided.

And the party of the first part, for himself and his heirs, executors, administrators, or assigns, will warrant and forever defend the right and title to the above described property unto the parties of the second part, their heirs, executors, administrators, or assigns, against the lawful claims of all persons whomsoever.

This conveyance is made subject, however, to the following conditions:

1. That the cutting of said timber shall be under the supervision of the Farm Security Administration.

2. That no unnecessary damage shall be done to the young timber or to trees left standing, through the cutting and logging of said timber.

3. That, during the time this agreement remains in force, the parties of the second part, their agents or assigns, shall do all in their power to prevent and suppress forest fires on the land above described.

4. That the parties of the second part, their, heirs, administrators, executors, or assigns, shall have 2 years to remove the pine timber and 3 years to remove hardwood & cypress timber, and at the expiration of said time, all rights granted in this conveyance shall become null and void and all timber then remaining on the land shall revert to and become the property of the grantor___ as though this instrument had never been executed.

5. That the timber shall be cut and all operations carried on in a good and workmanlike fashion in accordance with the approved methods, and reasonable diligence shall be exercised in the cutting of the timber, with due regard for the protection against injury to young trees or growing crops.

6. That the party of the second part shall not assign this conveyance, or any interest therein, except with the consent, in writing, of the party of the first part.

IN WITNESS WHEREOF, the party of the first part has executed this conveyance on the date above set forth.

WITNESSES:
Ora Lee O'Brien
H. F. Lathrop

Quincy Padgett

THE STATE OF SOUTH CAROLINA) (Fed. Stamps $3.85)
(S.C. Stamps $7.00)
as
COUNTY OF COLLETON)

Before me C. P. Fishburne, Notary Public of South Carolina, personally appeared Ora Lee O'Brien and made oath that she saw the within named Quincy Padgett sign, seal and , as, his act and deed, deliver the within written instrument for the uses and purposes herein mentioned, and that she with H. F. Lathrop witnessed the execution thereof, and subscribed their named as witnesses thereto.

Sworn to and subscribed before me, this 30th day of October, 1944.
C. P. Fishburne
Notary Public of South Carolina
(Seal affixed)
My commission expires at the pleasure of the Governor.

Ora Lee O'Brien

Recorded October 30, 1944 at 10:15 A.M.

STATE OF SOUTH CAROLINA,)
COUNTY OF COLLETON.)

TIMBER LEASE.

FOR AND IN CONSIDERATION of the sum of $2000.00 Dollars paid by Ehrhardt Coop Co., the receipt whereof is hereby acknowledged, the undersigned has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Ehrhardt Coop Co., all the Pine and Hardwood timber and trees, both standing and fallen, 10 inches in diameter and upwards, 12 inches from the ground at time of cutting, on that certain tract of land described as follows:

All that certain piece, parcel or tract of land containing 165 acres, more or less, situate, lying and being in Warren Township, Colleton County, South Carolina, and bounded North by A. A. Varn; East by E. W. Alnard; South by M. K. Barnes & etc, and West by C. E. Jones estate.

AND FOR THE CONSIDERATION AFORESAID, the undersigned does hereby convey unto the said Ehrhardt Coop Co, his heirs and assigns, all and singular the rights, licenses, privileges and easements necessary and convenient for the said Ehrhardt Coop Co. to cut and remove said timber and trees from the premises, to be enjoyed at such times and in such places as the said Ehrhardt Coop Co, his heirs and assigns, may desire during the term of this contract.

TO HAVE AND TO HOLD, all and singular the said timber and trees and the rights, licenses, privileges and easements unto the said Ehrhardt Coop Co, his heirs and assigns, for the full term of 2 Years from the date hereof.

WITNESS my hand and seal this 24th day of October, 1944.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

C. F. McKenzie — Jeff M. Carroll (L.S.)

J. C. Carroll — Mrs. J. M. Carroll (L.S.)

STATE OF SOUTH CAROLINA, (Fed. Stamps $2.20)
(S.C. Stamps $4.00)
BARNWELL COUNTY.

PERSONALLY appeared before me C. F. McKenzie who, being duly sworn, says: that he saw the above named Jeff M. Carroll and Mrs. J. M. Carroll sign, seal and as their act and deed, deliver the foregoing written instrument, and that he with J. C. Carroll witnessed the execution thereof.

Sworn to before me this 26th day of October, 1944.

H. L. Morningstar (L.S.) — C. F. McKenzie
Notary Public for S. C.
(Seal affixed)

Recorded November 2, 1944 at 10 A.M.

SARAH GATES PROCTOR TO I. M. FISHBURNE

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Sarah Proctor,

in the State aforesaid, in consideration of the sum of Six hundred and fifty and no/100 ------- ($650.00) DOLLARS, to me in hand paid at and before the sealing of these presents by I. M. Fishburne, in the State aforesaid, 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 I. M. Fishburne, his heirs and assigns

All that tract of land, situate in the Town of Walterboro, Colleton County, South Carolina, containing one-half (½) acre, more or less, and bounded North by lands of O. W. Fishburne, being part of same tract; East by Blanchard Street; South by Proctor Street; and West by lands of O. W. Fishburne, being part of same tract. Being a portion of the lands formerly belonging to the estate of Blanchard conveyed by deed of R. M. Jefferies, Master, to I. M. Fishburne. Said lot being seventy five feet on North and South side, and One hundred and ninety one feet more or less on East and West sides. Being the same lot of land inherited by me, by will of the late Henry Proctor, dated Dec. 2nd, 1926.

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 I. M. Fishburne, his Heirs 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 I. M. Fishburne, his Heirs and Assigns, against me and my Heirs and all other persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 16th day of October in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

A. H. Stoddard — Sarah Gates Proctor (L. S.)

Ralph A. Metzger — (L. S.)

(Seal affixed) Notary public, Chatham Co. Ga.

THE STATE OF SOUTH CAROLINA, Georgia
Chatham County.

Fed. Stamps $1.10
S. C. Stamps $0.00

Personally appeared before me A. H. Stoddard and made oath that he saw the within named Sarah Proctor sign, seal, and as her act and deed, deliver the within written Deed; and that he with Ralph A. Metzger, a notary public in & for Chatham Co., Georgia, witnessed the execution thereof.

Sworn to before me, this 21st day of October A. D. 1944

Ralph A. Metzger (SEAL) — A. H. Stoddard

(Seal affixed) Notary Public for Chatham Co. Ga.

My commison expires Jan. 9, 1947

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, ____, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. ____, the wife of the within named ____, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named ____, Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this ____ day of ____, Anno Domini 19____

____ (SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 2nd day of November at 11 A.M., 1944

C C & R M C

DEEDS

330

TILLIE LEVY TO P. F. THOMPSON

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Tillie Levy

in the State aforesaid County of Colleton in consideration of the sum of Seven Hundred, Fifty ($750.00) dollars ---------- DOLLARS, to Me in hand paid at and before the sealing of these presents by P. F. Thompson

in the State aforesaid County of Colleton 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 P. F. Thompson, his heirs and assigns.

All that strip of land located in the Town of Walterboro, County of Colleton, State of South Carolina, measuring ten (10) feet on the Eastern and Western boundaries and one hundred, eighty-three (183) feet, more or less, on the Northern and Southern boundaries and bounded as follows: On the North by lots of Louetta Bennett, P. F. Thompson, Stokes, W. W. Cone and Athel M. Padgett; on the East by Lucas Street; on the South by the remaining portion of the lot of Tillie Levy; and on the West by lots of C. F. Hizer and Athel M. Padgett. The parcel of land herein conveyed is a ten (10) foot strip of land running along the Northern boundary of the lot owned by Grantor and is a portion of the lot conveyed to Tillie Levy by deed of Julius Bogoslow dated the 16th day of January 1928, recorded in the office of the Clerk of Court for Colleton County, South Carolina in book ol at page 149.

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 P. F. Thompson, his Heirs 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 P. F. Thompson, his Heirs and Assigns, against Me and My Heirs, and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 1st day of November in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Bessie Geiger — Tillie Levy (L. S.)

Isadore Bogoslow — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $1.10, S. C. Stamps $1.00

Personally appeared before me Bessie Geiger and made oath that She saw the within named Tillie Levy sign, seal, and as Her act and deed, deliver the within written Deed; and that She with Isadore Bogoslow witnessed the execution thereof.

Sworn to before me, this 1st day of November A. D. 1944

Isadore Bogoslow (SEAL)
Notary Public for S. C.

Bessie Geiger

THE STATE OF SOUTH CAROLINA, Colleton County.

NO RENUNCIATION OF DOWER

I, ____ a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. ____ the wife of the within named ____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named ____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this ____ day of ____, Anno Domini 19____

(SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 2nd day of November at 11:30 A.M., 19 44

C C & R M C

STATE OF SOUTH CAROLINA,

COUNTY OF

THIS DEED AND CONTRACT, Made by and between R. F. Smoak

of the County of Colleton, in the State of South Carolina, party of the first part, hereinafter called the first party, and the

Ehrhardt Cooperage Company

party of the second part, hereinafter called the second party. Witnesseth:

That the said first party, R. F. Smoak for and in consideration of the sum of

Four Thousand and no/100 ($4,000.00) Dollars,

cash in hand at and before the sealing and delivery of this deed and contract the receipt of which is hereby acknowledged, and the sum of

he s bargained, sold and released, and by these presents do es grant, bargain, sell and release, unto the said second party Ehrhardt Cooperage Co. all the green pine timber of every kind and description, both standing and fallen of eight-------- inches stump diameter and upwards, twelve ---- inches from the ground, at the time of cutting, on all that certain piece, parcel or tract of land known as estate lands of J. M. Smoak situate in Warren township, in the County of Colleton and State of South Carolina, containing Two Hundred Thirty Four (234) acres, more or less, and bounded and described as follows, to wit:

"All that certain piece, parcel or tract of land, situate, lying, and being in Warren Township, County and State aforesaid, measuring and containing Two Hundred Thirty Four (234) acres, more or less, and bounded as follows to wit: North by lands of Mrs. L. M. Strickland, Walter Myers, Cleve Smith, estate lands of Frank Black and of Auguste Harris; East by lands now of F. Padgett, formerly S. P. J. Harris; South by lands now of J. O. Carroll formerly Ben Padgett, estate lands of L. C. Padgett, and lands of Robert Black; West by lands now of W. H. Varn, formerly William Smith and Robert Black.

exception being made to the following described timber, which is not conveyed under this deed, to wit: The party of the second part shall have the right to cut all tops from sawmill timber into pulpwood.

It is understood that the timber cut will be valued at $15.00 per thousand sawmill timber, $3.00 per unit for heading mill timber, and should the timber on said tract cut more at this rate than $4,000.00, any additional timber cut will be paid for at the same rate.

Checks for any additional timber will be made to R. F. Smoak weekly, on Saturday of each week.

And the said first party further reserves the right to use any timber from the aforesaid tract or tracts of land for ordinary plantation purposes connected with said land, this reservation, however, not to include the right to clear the said land of any of it.

This Deed and Contract further WITNESSETH, That the party of the first part do s hereby also grant, bargain, sell and convey to the party of the second part,

a permanent and exclusive right of way feet wide upon and across the tract or tracts of land, described as aforesaid, and on all contiguous lands, to be selected and located by the said second party, wherever and wherever as desired, to be used for a permanent railroad or tramway, or any permanent branch railroad or tramway.

Together with the following exclusive rights and privileges, to be exercised at any and all times during the continuance of this contract at the pleasure of the said second party namely: to enter freely upon the said above described tract or tracts of land, to have and enjoy all necessary or convenient rights of way, to be located by said second party, over said land and contiguous lands, for ingress and egress, at any and all times, for men, teams and vehicles; to cut and make roads over said lands; to build, construct, maintain and operate railroads, tramways, cart and wagon ways across said lands on such routes as may be selected by said second party in establish and maintain stables and other fixtures or buildings on said land; and to do any and all other things that may be necessary or convenient for the cutting, handling, hauling and removing of the timber as aforesaid from the above described tract or tracts of land, and for the transportation of any other timber, and articles of every kind and description that the second party may desire to transport over the said lands, or any of them, with the right to cut and use all such small timber and brush, as may in the judgment of the second party, be required to build, construct and maintain the aforesaid railroads, tramways, cart and wagon ways, roadways and buildings, fixtures and structures, during the continuance of this contract for the removal of the timber hereinbefore conveyed and together also with the right of the second party , to remove at pleasure, at any time during this contract, or at or after its termination, all rails, buildings, structures, fixtures and other property or they may have placed on said land.

TO HAVE AND TO HOLD, all and singular, the aforesaid timber situate on the aforesaid tract or tracts of land, except that above reserved, and also the aforesaid permanent and exclusive rights of way unto the said second party, its successors and assigns, forever; and TO HAVE AND TO HOLD the aforesaid other rights and privileges unto the said second party its successors and assigns, for and during the period below specified.

And the said first party for him self &xthemselfxhis and for his xkxkxkx

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Jessie Lee Strickland

in the State aforesaid, in consideration of the sum of Three Hundred and no/100 ($300.00) DOLLARS, to me in hand paid at and before the sealing of these presents by R. F. Smoak

in the State aforesaid, 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 R. F. Smoak, his heirs and assigns:

All of my undivided right, title, and interest in and to: All that certain piece, parcel or tract of land, situate, lying and being in Barren Township, County and State aforesaid, measuring and containing Two Hundred Thirty Four (234) acres, more or less, and bounded as follows to wit: North by lands of Mrs. L. M. Strickland, Walter Myers, Cleve Smith, estate lands of Frank Black and of Auguste Garris; East by lands now of F. Padgett, formerly S. P. J. Garris; South by lands now of J. O. Carroll, formerly Dan Padgett, estate lands of L. C. Padgett and lands of Robert Black; West by lands now of W. H. Varn, formerly William Smith and Robert Black.

The grantor herein being an heir at law of J. M. Smoak, deceased.

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 R. F. Smoak, his Heirs 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 R. F. Smoak, his Heirs and Assigns, against me and my Heirs, and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 2nd day of November in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Annie Mae Blocker — Jessie Lee Strickland (L. S.)

I. A. Smoak — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $0.55
S. C. Stamps $1.00

Personally appeared before me

and made oath that he saw the within named Jessie Lee Strickland sign, seal, and as her act and deed, deliver the within written Deed; and that he with witnessed the execution thereof.

Sworn to before me, this 2nd day of November, A. D. 1944

I. A. Smoak (SEAL)
Notary Public for S. C.

Annie Mae Blocker

THE STATE OF SOUTH CAROLINA, Colleton County.

NO DOWER, GRANTOR A WOMAN — RENUNCIATION OF DOWER

I, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of, Anno Domini 19

(SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 3rd day of November at 2 P. M., 1944

C. C. & R. M. C.

tract of land and the ditches thereon, any and all tops that may be thrown in said field or ditches.

332A

BOOK 88

DEEDS

334

JOSIE H. GLOVER, ET AL TO COLE LAWSON

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

We, Josie H. Glover, Katie H. Holliday, Andrew M. Hiers, Mrs. C.V.H.Lawson, and Mrs. Bonnie Lee H. Harris,

in the State aforesaid Colleton County in consideration of the sum of Fifteen Hundred and No/100 ----- DOLLARS, to us in hand paid at and before the sealing of these presents by Cole Lawson

in the State aforesaid Colleton County 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 Cole Lawson, his heirs and assigns,

All that piece, parcel or tract of land in the B. M. Hiers sub-division situated near Walterboro, known as Lot No. 19, and bounded on the North by county highway, which separates it from lands formerly of D. C. L. Hiers; East by right-of-way of the A.C.L. Railroad Company; South by Lot No. 18; and West by Lot No. 20, containing one hundred twenty (120) feet on the North; two hundred sixty one feet (261') on the East; fifty six (56) feet on the South; and two hundred fifty (250) feet on the West.

A more full and accurate description of the same may be had by reference to a plat by Harry M. Fripp, dated October 31, 1944.

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 Cole Lawson, his Heirs and Assigns, forever.

AND we do hereby bind ourselves and our Heirs, our Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Cole Lawson, his Heirs and Assigns, against us and our Heirs and all persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our Hand and Seal, this 2nd day of November in the year of our Lord one thousand nine hundred and forty four and in the one hundred and ------- year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Reber R. Padgett

Ruth L. Carter

Josie H. Glover (L.S.) Andrew M. Hiers (L.S.)

Katie H. Holliday (L.S.)

Mrs. C.V.H.Lawson (L.S.)

Mrs. Bonnie Lee H. Harris (L.S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $1.65
S.C. Stamps $1.65

Personally appeared before me Ruth L. Carter and made oath that he saw the within named Josie H. Glover, Katie H. Holliday, Andrew M. Hiers, Mrs. C.V.H.Lawson, and Mrs. Bonnie Lee H. Harris sign, seal, and as their act and deed, deliver the within written Deed; and that she with Reber R. Padgett witnessed the execution thereof.

Sworn to before me, this 2nd day of November A. D. 1944

Reber R. Padgett (SEAL)
Notary Public for S. C.

Ruth L. Carter

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, Reber R. Padgett a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Gladys Hiers the wife of the within named Andrew M. Hiers did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Cole Lawson, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 2nd day of November Anno Domini 19 44.

Reber R. Padgett (SEAL)
Notary Public for S. C.

Gladys Hiers

Recorded the above conveyance, this 3rd day of November at 10 o.Mo. 1944

E.C.&R.M.C.

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, B. B. Benson,

in the State aforesaid, in consideration of the sum of Six Hundred ($600.00) -------- DOLLARS, to me in hand paid at and before the sealing of these presents by Walterboro Frozen Foods, Inc.

in the State aforesaid, 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 Walterboro Frozen Foods, Inc., its successors and assigns,

All that certain piece, parcel or lot of land situate in the Town of Walterboro, County of Colleton, State of South Carolina, composed of three (3) lots designated as lots no. 20, 21 and 22 on plat of Vern Subdivision prepared by Harry M. Fripp, dated December 1941 and recorded in the office of the Clerk of Court for Colleton County in Plat Book number 3 at page 166; said lot measuring on the Northeast boundary 113.6 feet; on the Southeast boundary 208.2 feet; on the Southwest boundary 112.4 feet; and on the Northwest boundary 208.4 feet and being bounded as follows: On the Northeast by Elizabeth Avenue; on the Southwest by Mayfield Terrace, now or formerly of L. G. Fishburne and J. G. Thompson; and on the Northwest by an unnamed street.

being that certain lot of land conveyed by Elizabeth Vern to B. B. Benson by deed dated the 29th day of September 1944, recorded in the office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 88 at page 31.

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 Walterboro Frozen Foods, Inc., 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 Walterboro Frozen Foods, Inc., and its Heirs and Assigns, against me and my Heirs, and any other persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 3rd day of November in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Lydia Reeves — B. B. Benson (L. S.)

Isadora Bogoslow — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $1.10, S. C. Stamps $2.10

Personally appeared before me Lydia Reeves and made oath that she saw the within named B. B. Benson sign, seal and as his act and deed, deliver the within written Deed; and that she with Isadora Bogoslow witnessed the execution thereof.

Sworn to before me, this 3rd day of November, A. D. 1944

Isadora Bogoslow (SEAL)
Notary Public for S. C.

Lydia Reeves

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, Isadora Bogoslow, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Juanita G. Benson, the wife of the within named B. B. Benson, 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 Walterboro Frozen Foods, Inc., its Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 3rd day of November, Anno Domini 1944.

Isadora Bogoslow (SEAL)
Notary Public for S. C.

Juanita G. Benson

Recorded the above conveyance, this 3rd day of November at 3:15 P.M., 1944

C C & R. M. C.

DEEDS

936

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

in the State aforesaid, in consideration of the sum of DOLLARS,
to in hand paid at and before the sealing of these presents by
in the State aforesaid, 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

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 Heirs and Assigns, forever.

AND do hereby bind Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Heirs and Assigns, against and Heirs, lawfully claiming, or to claim the same, or any part thereof.

WITNESS Hand and Seal this day of in the year of our Lord one thousand nine hundred and and in the one hundred and year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

(L. S.)
(L. S.)

THE STATE OF SOUTH CAROLINA,
Colleton County.

Fed. Stamps $
S. C. Stamps $

Personally appeared before me and made oath that he saw the within named sign, seal, and as act and deed, deliver the within written Deed; and that he with witnessed the execution thereof.

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

(SEAL)
Notary Public for S. C.

THE STATE OF SOUTH CAROLINA,
Colleton County.

RENUNCIATION OF DOWER

I, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of, Anno Domini 19

(SEAL)
Notary Public for S. C.

Recorded the above conveyance, this day of 19

C. C. & R. M. C.

THE STATE OF SOUTH CAROLINA,)
COUNTY OF COLLETON)

This agreement made and entered into this the 17th day of February 1929, between Mrs. C. Broderick party of the 1st part and Mrs. Jennings Carter, party of the 2nd part, witnesseth that the party of the 1st part agrees to give her infant child, John Aquille Broderick to the party of the 2nd part as her adopted son to raise, care for and bring up, as her son; to supply with proper food, raiment and when large enough to give him all the schooling, she can and the party of the 2nd part agrees to protect and take good care of the child and the, party of the 1st part promises not to interfere with the bringing up or control of said child.

Signed sealed and delivered in the presence of:

I. C. Saulsberry — Mrs. C. Broderick (L.S.)

Jennings his x mark Carter — Mrs. Jennings Carter (L.S.)

Witnesses

Recorded November 15, 1944 at 4 P.M.

W. C. PEARCY TO J. P. ROBERTSON

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, W. C. Pearcy,

in the State aforesaid, in consideration of the sum of Three Hundred and no/100 ($300.00) ---------- DOLLARS, to me in hand paid at and before the sealing of these presents by J. P. Robertson

in the State aforesaid, 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 J. P. Robertson, his heirs and assigns:

All that certain tract of land containing one hundred four (104) acres, more or less, in Broxton Township, Colleton County, South Carolina, located on the road from Islandton to Ashton about four miles Northwest of Islandton, bounded now or formerly as follows: On the Northwest by lands of J. Polk; on the South and Southwest by lands of Mrs. M.B. Polk, on the Southwest by lands of H. H. Jefferies and on the Northwest by lands of H. H. Jefferies, more particularly described according to a plat thereof prepared by J.E. Smyly, dated September 22, 1933, recorded in the Office of the Clerk of Court for Colleton County in Plat Book 2 at Page 65.

Being the second parcel conveyed to W. C. Pearcy by Federal Farm Mortgage Corporation by deed dated the 26th day of November, 1943, recorded in the Office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 85 at Page 419.

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 J. P. Robertson, his Heirs 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 J. P. Robertson, his Heirs and Assigns, against me and my Heirs, and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this --- day of December in the year of our Lord one thousand nine hundred and forty-three and in the one hundred and sixty-eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

J. W. Smith — W. C. Pearcy (L. S.)

Edward Bryan — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $0.55, S.C. Stamps $1.00

Personally appeared before me J. W. Smith and made oath that he saw the within named W. C. Pearcy sign, seal, and as his act and deed, deliver the within written Deed; and that he, with Edward Bryan witnessed the execution thereof.

Sworn to before me, this 23rd day of December, A. D. 1943

H. F. Starr (SEAL) Notary Public for S. C.

J. W. Smith

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, H. F. Starr, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Lonnie B. Pearcy the wife of the within named W. C. Pearcy 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 J. P. Robertson, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 23rd day of December, Anno Domini 1943

H. F. Starr (SEAL) Notary Public for S. C. — Lonnie B. Pearcy

Recorded the above conveyance, this 4th day of November at 3:15 P.M., 1944

C C & R. M. C.

DEEDS

340

LIZZIE RHODE TO HOLEY B. BROCK

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Lizzie Rhode of Cottageville, Colleton County, S. C.

in the State aforesaid, in consideration of the sum of Five ($5.00) ---------- DOLLARS, to me in hand paid at and before the sealing of these presents by Holey Brock of Cottageville, Colleton County, S.C.

in the State aforesaid, 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 Holey Brock

All that piece, parcel or tract of land situate, lying and being in Colleton County, State aforesaid; measuring and containing one-third (1/3) acre, more or less; butting and bounding North by lands of Holey Brock, East by lands of Rebecca Brock, South and West by lands of Holey Brock; the same being more fully shown by plat made by H. J. Smith, Registered Surveyor, dated August, 1944.

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 Holey Brock, his Heirs and Assigns, forever.

AND I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Holey Brock, his Heirs and Assigns, against me and my Heirs, Executors, and Administrators, and any person or persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal this 4th day of August in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and Sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Anna Lenia — Lizzie Rhode (L. S.)

H. J. Smith — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ S. C. Stamps $

Personally appeared before me Anna Lenia and made oath that he saw the within named Lizzie Rhode sign, seal, and as her act and deed, deliver the within written Deed; and that he, with H. J. Smith witnessed the execution thereof.

Sworn to before me, this 4th day of August A. D. 1944.

H. J. Smith (SEAL)
(Seal not fixed) Notary Public for S. C.

Anna Lenia

THE STATE OF SOUTH CAROLINA, Colleton County.

GRANTOR'S DOWER NO DOWER — RENUNCIATION OF DOWER

I, ____, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. ____ the wife of the within named ____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named ____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this ____ day of ____ Anno Domini 19__

(SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 4th day of November at 10 A.M. 1944

C.C.&R.M.C.

LIZZIE RHODES TO JOHN C. BROCK

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, LIZZIE RHODES of Colleton County

in the State aforesaid in consideration of the sum of Fifty five ($55) DOLLARS, to me in hand paid at and before the sealing of these presents by John C. Brock of Colleton County

in the State aforesaid 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 John C. Brock

All that piece parcel or tract of land situate, lying and being in Colleton County, State aforesaid; measuring and containing six (6) acres, more or less: butting and bounding North by Mrs. Maude Ackerman and Nathan North, East by Nathan North, South by lands of Rebecca Brock and Lizzie Rhodes, West by lands of Seaporter Wiley and Ethel Liner. The same being more fully shown by plat made by N. J. Smith, Registered Surveyor, dated February, 1944.

TOGETHER with, all and singular the Rights, Members, Hereditaments and Appurtenances thereto belonging.

TO HAVE AND TO HOLD, all and singular, the said Premises unto the said John C. Brock, his Heirs and Assigns, forever.

AND I do hereby bind myself, my Heirs, Executors and Administrators, to warrant and forever defend, the said Premises unto the said John C. Brock, his Heirs and Assigns, against me and my Heirs, Executors, and Administrators and any person or persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this third day of February in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and sixty eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Liddon Sanders — Lizzie Rhodes (L. S.)

N. J. Smith — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ S. C. Stamps $

Personally appeared before me Liddon Sanders and made oath that he saw the within named Lizzie Rhodes sign, seal, and as her act and deed, deliver the within written Deed; and that she with N. J. Smith witnessed the execution thereof.

Sworn to before me, this 3rd day of February, A. D. 1944

N. J. Smith (SEAL)
Notary Public for S. C.

Liddon Sanders

THE STATE OF SOUTH CAROLINA, Colleton County. GRANTOR A WOMAN NO DOWER.

RENUNCIATION OF DOWER

I, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of, Anno Domini 19

(SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 4th day of November at 10 A.M. 1944

C C & R M. C

DEEDS

342

WILLIAM FOLDER TO MATILDA MELLINGER

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, William Folder

in the State aforesaid Colleton County for and in consideration of the sum of Twenty Nine and 50/100 ---------- DOLLARS, to me in hand paid at and before the sealing of these presents by Matilda Mellinger

in the State aforesaid Colleton County 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 Matildn Mellinger

All that piece, parcel or lot of land situate Sheridan Township containing one (1) acre of land more or less and bounded as follows to wit; On the North by lands of M. H. Hiott; On the East by lands of William Folder. On the South by lands of Herman Glover and on the West by lands of W. B. Garris.

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 Matilda Mellinger, her Heirs 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 Matilda Mellinger, her Heirs and Assigns, against me and my Heirs, ---------- lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 24th day of Oct in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and Sixty eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

D. B. Ackerman — William Folder (L. S.)

F. H. McGarman — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ S. C. Stamps$

Personally appeared before me D. B. Ackerman and made oath that he saw the within named William Folder sign, seal, and as his act and deed, deliver the within written Deed: and that he with F. H. McGarman witnessed the execution thereof.

Sworn to before me, this 24th day of October A. D. 19 44

F. H. McGarman (SEAL) Notary Public for S. C.

D. B. Ackerman

THE STATE OF SOUTH CAROLINA, Colleton County.

No Dower.

RENUNCIATION OF DOWER

I, ---------- a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. ---------- the wife of the within named ---------- did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named ---------- Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this ---------- day of ---------- Anno Domini 19----

(SEAL) Notary Public for S. C.

Recorded the above conveyance, this 4th day of November at 12 M. 1944

C C & R. M. C.

A. B. McCLENERY TO MARJORIE BURRAGE

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
County of COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That A. B. McClenery

of Colleton 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 ten dollars and other good and valuable consideration ($ 10.00) Dollars, paid by Marjorie Burrage, of Fort Worth, Texas, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-fourth (1/4) 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:

being 68 acres of land, more or less, and bounded as follows.

On the North by land of L. C. Breland
On the East by land of Hazel G. Ulmer
On the South by land of Charles Dubois and land of Georgianne Broughton
On the West by land of Levi Herndon

(It is the intention of the above description to cover the same land, that was described in a Mineral Right and Royalty Transfer from J. D. Dubois et ux to A. B. McClenery, which was dated September 29th 1944.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor this 7th day of October, 19 44

Signed, Sealed and Delivered in the Presence of:

Witnesses:

W. W. Burrage

Joanne Gray

A. B. McClenery

DEED

344

THE STATE OF SOUTH CAROLINA,
Colleton COUNTY.

PERSONALLY appeared before me L. G. Burrows

and made oath that he saw the within named L. M. Mallamary

sign, seal, and as his act and deed, deliver the within written mineral right

and royalty transfer and that he

with Joanna Gray

witnessed the execution thereof.

SWORN to before me, this 7th
day of October, A. D. 1944

H. S. Price (SEAL)
(Seal affixed)
Notary Public for S. C.

L. G. Burrows

THE STATE OF SOUTH CAROLINA,
COUNTY.

RENUNCIATION OF DOWER

I,

do hereby certify unto all whom it may concern, that Mrs.

the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whatsoever, renounce, release and forever relinquish unto the within named

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 day of Anno Domini 19

(SEAL)

Notary Public for

Recorded November 4, 1944 at 1:30 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That J. D. Dubois and wife Josephine Dubois

of Colleton 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 Ten and 00/100 ----- ($10.00) Dollars, paid by A. B. McElhaney, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-half (½) 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:

being 68 acres of land more or less, and bounded as follows.

Bounded on the North by land of W. C. Breland
Bounded on the East by land of Hazel J. Ulmer
Bounded on the South by land of Charles Dubois andland of Georgianna Broughton
Bounded on the West by land of Levi Herndon

(It is the intention of the above description to cover all land owned by us in Colleton County, S. C. whether the same be correctly described above or not.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature S. of the grantor S. this 29th day of September, 1944

Signed, Sealed and Delivered in the Presence of:

Witnesses:

Lora Knox

J. I. Bryan

J. D. Dubois

Joe Dubois

346

THE STATE OF SOUTH CAROLINA,
Colleton COUNTY.

PERSONALLY appeared before me J. I. Bryan

and made oath that he saw the within named J. B. Dubois

sign, seal, and as his act and deed, deliver the within written mineral right

and royalty transfer and that he

with Cora Vern

witnessed the execution thereof.

SWORN to before me, this 29th
day of September A. D. 1944

Cora Vern (SEAL)
(Seal affixed)

Notary Public for S. C. J. I. Bryan

THE STATE OF SOUTH CAROLINA,
Colleton COUNTY.

RENUNCIATION OF DOWER

I, Cora Vern, a notary public

do hereby certify unto all whom it may concern, that Mrs. Josephine Dubois

the wife of the within named J. B. Dubois

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

B. B. Mediavary

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 29th day of September Anno Domini 1944.

Cora Vern (SEAL)
(Seal affixed)

Notary Public for S. C. Jos Dubois

Recorded November 4, 1944 at 1:30 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That Charlie Dubois and wife Ethel Dubois

of Colleton 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 Three and 75/100 ------ ($ 3.75) Dollars, paid by A. B. McElmoury, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-half ( ) 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:

being 20 acres of land more or less, bounded as follows.

Bounded on the North by land of J. D. Dubois
Bounded on the East by land of Annie Stephens
Bounded on the South by land of Frank Grant and Rufus Bryan
Bounded on the West by land of Frank Grant and Rufus Bryan

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature S. of the grantor S. this 11th day of October, 1944.

Signed, Sealed and Delivered in the Presence of:

Witnesses:

Cora Vara

Connie Vara

Charlie his Dubois mark

Ethel Dubois

348

THE STATE OF SOUTH CAROLINA,
Colleton COUNTY.

PERSONALLY appeared before me Fannie Varn

and made oath that she saw the within named Charlie Dubois

sign, seal, and as his act and deed, deliver the within written mineral right

and royalty transfer and that she

with Vara Varn

witnessed the execution thereof.

SWORN to before me, this 11th
day of October, A. D. 1944

Cora Varn (SEAL)
(Seal affixed)
Notary Public for S. C.

Fannie Varn

THE STATE OF SOUTH CAROLINA,
Colleton COUNTY.

RENUNCIATION OF DOWER

I, Cora Varn, a notary public

do hereby certify unto all whom it may concern, that Mrs. Ethel Dubois

the wife of the within named Charlie Dubois

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

A. B. Mulvaney

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 11th day of October Anno Domini 1944.

Cora Varn (SEAL)
(Seal affixed)
Notary Public for S. C.

Ethel Dubois

Recorded November 4, 1944 at 1:30 P.M.

HORACE SNOOK AT AL TO A. B. MCCLAMMY

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,)
County of COLLETON)

KNOW ALL MEN BY THESE PRESENTS:

That Hornce Snook and wife Pearl Snook

of Colleton 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 Three---- ($3.00) Dollars, paid by A. B. McClamery, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided One-half (1/2) 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:

being 20 acres of land, more or less and bounded a s follows.

bounded on the North by land of W. B. Hattles
bounded on the East by land of est of A. B. Breland
bounded on the South by land of Josh B. Snook
bounded on the West by land of R. M. Hudson

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature S. of the grantor S. this 23rd day of August, 1944.

Signed, Sealed and Delivered in the Presence of:

Witnesses:

Cora Varn

J. L. Bryan

Hornce Snook

Pearl Snook

950

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me J. I. Bryan

and made oath that he saw the within named Horace Smoak

sign, seal, and as his act and deed, deliver the within written mineral right

and royalty transfer and that he

with Cora Varn

witnessed the execution thereof.

SWORN to before me, this 2nd
day of October, A. D. 1944

Cora Varn (SEAL)
(Seal affixed)
Notary Public for S. C. J. I. Bryan

THE STATE OF SOUTH CAROLINA,
Colleton County.

RENUNCIATION OF DOWER

I, Cora Varn, a notary public

do hereby certify unto all whom it may concern, that Mrs. Pearl Smoak

the wife of the within named Horace Smoak

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

A. B. McGlamery

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 2nd day of October Anno Domini 19 44

Cora Varn (SEAL)
(Seal affixed)
Notary Public for S. C. Pearl Smoak

Recorded November 4, 1944 at 1:30 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
County of COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That H. H. Lyons and wife Bessie Lyons

of Colleton 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 Twelve and no/100 ----- ($12.00) Dollars, paid by A. B. McOleneey, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-sixth (1/6) 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:

being 80 acres of land more or less, bounded as follows,

bounded on the North by Black Creek
bounded on the East by land of T. J. Blocker
bounded on the South by land of Sherrill Blocker and State Highway #63
bounded on the West by Black Creek

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor S. this 6th day of October, 1944.

Signed, Sealed and Delivered in the Presence of:

Witnesses:

Harvey Battles

L. U. Burrage

H. H. Lyons

Mrs. H. H. Lyons

DEED

351

THE STATE OF SOUTH CAROLINA,
Colleton COUNTY.

PERSONALLY appeared before me L. J. Burrage

and made oath that he saw the within named M. H. Lyons

sign, seal, and as his act and deed, deliver the within written mineral right

and royalty transfer and that he

with Harvey Battles

witnessed the execution thereof.

SWORN to before me, this 7th
day of October, A. D. 1944.

Cora Varn (SEAL)

Notary Public for S. C. M. J. Burrage

THE STATE OF SOUTH CAROLINA,
Colleton COUNTY.

RENUNCIATION OF DOWER

I, Cora Varn, a notary public

do hereby certify unto all whom it may concern, that Mrs. M. H.(Bessie) Lyons

the wife of the within named M. H. Lyons

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

A. B. McClenney

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 7th day of October Anno Domini 1944

Cora Varn (SEAL)

Notary Public for S. C. Mrs. M. H. Lyons

Recorded November 4, 1944 at 1:30 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
County of COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That J. F. Blocker and wife, Gladys Blocker

of Colleton 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 Twenty-four and no/100 ... ($24.00) Dollars, paid by A. H. McClamery, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-half (_____) 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:

Being 160 acres of land, more or less and bounded as follows:

Bounded on the North by land of J. J. O'Quinn Bounded on the East by land of Herman Bender, by land of Bench Estate, by land of J. W. Bishop. Bounded on the South by land of Dr. Milner Bench. Bounded on the West by land of A. H. Blocker, by land of J. W. Bishop

(It is the intention of the above description to cover all land owned by us in Colleton County, South Carolina, whether the same be correctly described above or not.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signatures of the grantors this 29th day of September, 1944.

Signed, Sealed and Delivered in the Presence of:

Witnesses:

Cora Varn

J. I. Bryan

J. F. Blocker

Gladys B. Blocker

537

THE STATE OF SOUTH CAROLINA,
Colleton COUNTY.

PERSONALLY appeared before me W. I. Bryan and made oath that he saw the within named J. P. Blocker sign, seal, and as his act and deed, deliver the within written mineral right and royalty transfer and that he with Cora Varn witnessed the execution thereof.

SWORN to before me, this 29th day of September, A. D. 19 44

Cora Varn (SEAL)
(Seal affixed)
Notary Public for S. C.

W. I. Bryan

THE STATE OF SOUTH CAROLINA,
Colleton COUNTY.

RENUNCIATION OF DOWER

I, Cora Varn, a notary public do hereby certify unto all whom it may concern, that Mrs. Gladys Blocker the wife of the within named J. P. Blocker 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 A. H. McGillvary 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 29th day of October Anno Domini 19 44

Cora Varn (SEAL)
(Seal affixed)
Notary Public for S. C.

Gladys H. Blocker

Recorded November 4, 1944 at 1:30 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That C. Y. Breland and wife Bessie Breland

of Colleton 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 Ten and 35/100------ ($10.35) Dollars, paid by A. B. McClamroy, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-half (1/2) 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:

being 69 acres of land, more or less, and bounded as follows.

Bounded on the North by land of est. of C. H. Breland
Bounded on the East by land of C. A. Breland
Bounded on the South by land of est of J. M. Breland
Bounded on the West by U. S. Highway #21

(It is the intention of the above description to cover all lands owned by us in Colleton County, S. C. whether the same be correctly described or not.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor, this 29th day of September, 1944

Signed, Sealed and Delivered in the Presence of:

Witnesses:

Corn Varn

J. L. Bryan

C. Y. Breland

Bessie Breland

357

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me J. I. Bryan and made oath that he saw the within named C. Y. Ureland sign, seal, and as his act and deed, deliver the within written mineral right and royalty transfer and that he with Cora Vorn witnessed the execution thereof.

SWORN to before me, this 29th day of September, A. D. 1944

Cora Vorn (SEAL)
(Seal affixed)
Notary Public for S. C.

J. I. Bryan

THE STATE OF SOUTH CAROLINA,
Colleton County.

RENUNCIATION OF DOWER

I, Cora Vorn, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Bessie Ureland the wife of the within named C. Y. Ureland 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. M. Mullaney 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 29th day of September Anno Domini 1944

Cora Vorn (SEAL)
(Seal affixed)
Notary Public for S. C.

Bessie Ureland

Recorded November 4, 1944 at 1:30 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That H. B Kinard and wife Rebecca Kinard

of Colleton 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 Twelve and 60/100 ---- ($12.60) Dollars, paid by A. B. McClamary, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-half (1/2) 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:

Being 84 acres of land, more or less, bounded as follows,
On the North by H. B. Kinard, land
On the East by C. Benton lands
On the South by Lettie Bishop and Allie Benton lands
On the West by Rink Maloney lands

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature S of the grantor S this 29th day of September, 1944

Signed, Sealed and Delivered in the Presence of:

Witnesses:

Cora Ward

J. L. Bryan

H. B. Kinard

Rebecca Kinard

358

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me J. I. Bryan

and made oath that he saw the within named H. G. Kinard

sign, seal, and as his act and deed, deliver the within written mineral right

and royalty transfer and that he

with Cora Varn

witnessed the execution thereof.

SWORN to before me, this 29th
day of September, A. D. 1944

Cora Varn (SEAL)
(Seal affixed)
Notary Public for S. C.

J. I. Bryan

THE STATE OF SOUTH CAROLINA,
Colleton County.

RENUNCIATION OF DOWER

I, Cora Varn, a notary public

do hereby certify unto all whom it may concern, that Mrs. Rebecca Kinard

the wife of the within named H. G. Kinard

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

A. G. McGlamery

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 29th day of September Anno Domini 19 44

Cora Varn (SEAL)
(Seal affixed)
Notary Public for S. C.

Rebecca Kinard

Recorded November 4, 1944 at 1:30 P.M.

B. L. ULMER ET AL TO A. D. MCELHANEY

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That B. L. Ulmer and wife Eva Ulmer

of Colleton 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 Thirteen and 50/100 --- ($13.50) Dollars, paid by A. D. McElhaney, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-half (1/2) 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:

being 88 acres of land, more or less and bounded as follows.

bounded on the North by land of T. H. Ulmer
bounded on the East by land of O. J. Priester
Bounded on the South by land of J. A. Kinard
Bounded on the West by land of Henry Varn

(It is the intention of the above description to cover all land owned by us in Colleton County, South Carolina, whether the same be correctly described above or not.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature s of the grantor s this 29th day of September, 1944.

Signed, Sealed and Delivered in the Presence of:

Witnesses:

Cora Varn

J. L. Bryan

B. L. Ulmer

Eva Ulmer

260

THE STATE OF SOUTH CAROLINA,
Colleton COUNTY.

PERSONALLY appeared before me J. L. Bryan

and made oath that he saw the within named Ila L. Ulmer

sign, seal, and as his act and deed, deliver the within written mineral right

and royalty transfer and that he

with Cora Varn

witnessed the execution thereof.

SWORN to before me, this 29th
day of September, A. D. 1944.

Cora Varn (SEAL)
(Seal affixed)

Notary Public for S. C. J. L. Bryan

THE STATE OF SOUTH CAROLINA,
Colleton COUNTY.

RENUNCIATION OF DOWER

I, Cora Varn, a notary public

do hereby certify unto all whom it may concern, that Mrs. Eva Ulmer

the wife of the within named Ila L. Ulmer

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any

compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

A. B. McGlamery

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 29th day of September Anno Domini 19 44

Cora Varn (SEAL)
(Seal affixed)

Notary Public for S. C. Eva Ulmer

Recorded November 4, 1944 at 1:30 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That M. H. Blocker and wife Nanie Blocker

of Colleton 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 Twenty four and 45/100 ---- ($24.45) Dollars, paid by A. B. McGlamery hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-half (1/2) 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:

162 acres of land, more or less, bounded as follows.

First Tract; being 140 acres of land, more or less, bounded as follows. On the North by land of Mrs. Jessie Crosby, and land of J. F. Blocker, On the East by land of J. F. Blocker, On the South by land of J. W. Bishop, On the West by land of Sherrill Blocker and land of M. M. Lyons.

Second Tract; being 22 acres of land, more or less, bounded as follows, Bounded on the North by State Highway #63, On the East by land of Jessie Crosby, On the South by land of A. A. Bench, On the West by land of J. W. Bishop.

(It is the intention of the above description to cover all land owned by us in Colleton County, S. C. whether the same be correctly described above or not.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signatures of the grantors this 29th day of September 19 44

Signed, Sealed and Delivered in the Presence of:

Witnesses:

Cora Yarn

J. I. Bryan

M. H. Blocker

Nanie Blocker

362

THE STATE OF SOUTH CAROLINA,
Colleton COUNTY.

PERSONALLY appeared before me J. I. Bryan and made oath that he saw the within named W. H. Blocker sign, seal, and as his act and deed, deliver the within written mineral right and royalty transfer and that he with Cora Vorn witnessed the execution thereof.

SWORN to before me, this 29th day of September A. D. 1944

Cora Vorn (SEAL)
(Seal affixed)
Notary Public for S. C.

J. I. Bryan

THE STATE OF SOUTH CAROLINA,
Colleton COUNTY.

RENUNCIATION OF DOWER

I, Cora Vorn, a notary public do hereby certify unto all whom it may concern, that Mrs. Nonie Blocker the wife of the within named W. H. Blocker 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 whatsoever, renounce, release and forever relinquish unto the within named W. H. McElmurry 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 29th day of September Anno Domini 19.44

Cora Vorn (SEAL)
(Seal affixed)
Notary Public for S. C.

Nonie Blocker

Recorded November 4, 1944 at 1:30 P.M.

C. K. ORELAND ET AL TO A. C. MCCLENNEY

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That C. K. Oreland and wife Ona Mae C. Oreland

of Colleton 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 Thirty four and 05/100 ----- ($ 34.05) Dollars, paid by A. C. McClenney, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-half (1/2) 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:

being 227 acres of land more or less, bounded as follows.

On the North by land of D. B. Oreland
On the East by land of D. B. Oreland and land of J. A. Oreland
On the South by land of B. G. Ulmer
On the West by land of C. Y. Oreland and land of C. H. Oreland

(It is the intention of the above description to cover all lands owned by us in Colleton County, S. C. whether the same be correctly described above or not.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature s of the grantor s this 29th day of September, 1944.

Signed, Sealed and Delivered in the Presence of:

Witnesses:

Cora Fern

J. F. Bryan

C. K. Oreland

Ona Mae C. Oreland

DEED

264

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me J. I. Bryan

and made oath that he saw the within named C. A. Breland

sign, seal, and as his act and deed, deliver the within written mineral right

and royalty transfer and that he

with Cora Varn

witnessed the execution thereof.

SWORN to before me, this 29th
day of September, A. D. 1944.

Cora Varn (SEAL)
(Seal affixed)
Notary Public for S. C. J. I. Bryan

THE STATE OF SOUTH CAROLINA,
Colleton County.

RENUNCIATION OF DOWER

I, Cora Varn, a notary public

do hereby certify unto all whom it may concern, that Mrs. Ena Mae C. Breland

the wife of the within named C. A. Breland

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

C. B. Mcilmary

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 29th day of September Anno Domini 19.44.

Cora Varn (SEAL)
(Seal affixed)
Notary Public for S. C. Ena Mae C. Breland

Recorded November 4, 1944 at 1:30 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
County of COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That D. B. Breland

of Colleton 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 Eighteen and 16/100 ($18.16) Dollars, paid by A. D. McGlamery, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-half (½) 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:

being 121 acres more or less, and bounded as follows.

On the North by land of Mitsell Herndon.
On the East by land of Mrs. Dan Breland
On the South by land of Lois Breland

(It is the intention of the above description to cover all land owned by me in Colleton County, S. C. whether the same be correctly described above or not.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor this 24th day of September, 1944.

Signed, Sealed and Delivered in the Presence of:

Witnesses:

Core Vera

J. I. Bryan

D. B. Breland

DEED

366

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me J. I. Bryan

and made oath that he saw the within named D. B. Breland

sign, seal, and as his act and deed, deliver the within written mineral right

and royalty transfer and that he

with Cora Vann

witnessed the execution thereof.

SWORN to before me, this 2nd
day of October, A. D. 1944

Cora Vann (SEAL)
(Seal affixed)

Notary Public for S. C. J. I. Bryan

THE STATE OF SOUTH CAROLINA,
County.

RENUNCIATION OF DOWER

I,

do hereby certify unto all whom it may concern, that Mrs.

the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

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 day of Anno Domini 19

(SEAL)

Notary Public for

Recorded November 4, 1944 at 1:30 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That H. C. Gooding and wife ruth Gooding

of Colleton 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 Nineteen and 35/100 ---- ($19.35) Dollars, paid by A. B. McGlamery, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-half (1/2) 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:

being 129 acres of land more or less, and described as follows,

First Tract, being 79 acres of land, more or less, bounded as follows,
On the North by land of J. I. Bryan
On the East by land of Annie Bryan
On the South by land of Rufus Bryan
On the West by land of Henry Gooding

Second Tract: being 50 acres of land, more or less, bounded as follows,
On the North by State Highway #64
On the East by land of Blanche Hudson,
On the South by land of Ethel Crosby,
On the West by land of H. D. Padgett, Est.

(It is the intention of the above descriptions to cover all land owned by us in Colleton County, S.C. whether the same be correctly described above or not.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signatures of the grantors this 30th day of September, 1944

Signed, Sealed and Delivered in the Presence of:

Witnesses:

E. G. Murrage

D. C. H. Hudson

H. C. Gooding

Ruth Gooding

DEED

~~228~~
268

THE STATE OF SOUTH CAROLINA,
Colleton COUNTY.

PERSONALLY appeared before me W. G. Burrage

and made oath that he saw the within named W. C. Gooding

sign, seal, and as his act and deed, deliver the within written mineral right

and royalty transfer and that he

with D. C. H. Hudson

witnessed the execution thereof.

SWORN to before me, this 4th
day of October, A. D. 1944.

D. C. H. Hudson (SEAL)
(Seal affixed)
Notary Public for S. C.

W. G. Burrage

THE STATE OF SOUTH CAROLINA,
Colleton COUNTY.

RENUNCIATION OF DOWER

I, D. C. H. Hudson, a notary public

do hereby certify unto all whom it may concern, that Mrs. Ruth Gooding

the wife of the within named W. C. Gooding

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

A. H. McGlamery

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 4th day of October Anno Domini 19 44

D. C. H. Hudson (SEAL)
(Seal affixed)
Notary Public for S. C.

Ruth Gooding

Recorded November 4, 1944 at 1:30 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
County of COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That W. S. Oreland and wife Janie Oreland

of Colleton 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 Twenty eight and 50/100 ($ 28.50) Dollars, paid by A. B. McCluney, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-half (1/2) 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:

First Tract: Being 66 acres of land, more or less, and bounded as follows.
Bounded on the North by land of W. F. Oreland and land of W. W. Oreland
Bounded on the East by land of J. A. Oreland
Bounded on the South by land of Dan Oreland
Bounded on the west by the run of Little Salkehatchie river

Second Tract: Being 126 acres of land, more or less, and bounded as follows.
Bounded on the North by land of A. M. Bryan
Bounded on th East by land of A. M. Bryan
Bounded on the South by land of Jon Hedrick
Bounded on the West by Little Salkehatchie River.

It is the intention of the above description to cover all land owned by us in Colleton County, South Carolina, whether the same be correctly described or not.

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor this 29th day of September, 1944

Signed, Sealed and Delivered in the Presence of:

Witnesses:

Cora Varn

DEED

370

THE STATE OF SOUTH CAROLINA,
_____ COUNTY.

PERSONALLY appeared before me _____

and made oath that _____ saw the within named _____

_____ sign, seal, and as _____ act and deed, deliver the within written mineral right

and royalty transfer and that _____

with _____

_____ witnessed the execution thereof.

SWORN to before me, this _____
day of _____, A. D. 19____

_____ (SEAL)

Notary Public for _____ _____

_____

THE STATE OF SOUTH CAROLINA,
_____ COUNTY.

RENUNCIATION OF DOWER

I, _____

do hereby certify unto all whom it may concern, that Mrs. _____

the wife of the within named _____

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named _____

_____

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 _____ day of _____ Anno Domini 19____

_____ (SEAL)

Notary Public for _____ _____

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,)
County of COLLETON)

KNOW ALL MEN BY THESE PRESENTS:

That Josh B. Smoak and wife Manie J. Smoak

of Colleton 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 Ten and 50/100 ---- ($ 10.50) Dollars, paid by A. B. McGlamery, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-half (1/2) 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:

Being 70 acres of land, more or less and bounded as follows.

Bounded on the North by land of H. M. Smoak
Bounded on the East by land of O. F. Pellum and land of the Breland Est.
Bounded on the South by land of W. S. Crosby
Bounded on the West by land of the Bailey Est.

(It is the intention of the above description to cover all landowned by us in Colleton County, South Carolina, whether the same be correctly described or not.)

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

Witness the signature of the grantor this 23rd day of August 19 44

Signed, Sealed and Delivered in the Presence of:

Witnesses:

Josh B. Smoak

Cora Yarn

Manie M. Smoak

J. I. Bryan

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me J. L. Bryan and made oath that he saw the within named Josh M. Snook sign, seal, and as his act and deed, deliver the within written mineral right and royalty transfer and that he with Cora Varn witnessed the execution thereof.

SWORN to before me, this 30th day of October, A. D. 1944

Cora Varn (Seal affixed) (SEAL)
Notary Public for S. C.

J. L. Bryan

THE STATE OF SOUTH CAROLINA,
Colleton County.

RENUNCIATION OF DOWER

I, Cora Varn, a notary public do hereby certify unto all whom it may concern, that Mrs. Annie M. Snook the wife of the within named Josh M. Snook 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 whatsoever, renounce, release and forever relinquish unto the within named A. M. McKinnon 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 30th day of October Anno Domini 1944.

Cora Varn (Seal affixed) (SEAL)
Notary Public for S. C.

Annie M. Snook

Recorded November 4, 1944 at 1:30 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That O. F. Pellum and wife Addie Pellum

of Colleton 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 Twenty one and 60/100 ----- ($21.60) Dollars, paid by A. B. McGlamery hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-half (1/2) 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:

Being 144 acres of land, more or less, and bounded as follows.

Bounded on the North by land of Frank Thompson
Bounded on the East by land of Manley Stanley
Bounded on the South by land of H. Crosby
Bounded on the West by land of Colson and land of Breland

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor this 30th day of September, 1944

Signed, Sealed and Delivered in the Presence of:

Witnesses:

Cora Vann

J. L. Bryan

O. F. Pellum

Addie Pellum

DEED

374

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me J. I. Bryan

and made oath that he saw the within named G. F. Pellum

sign, seal, and as his act and deed, deliver the within written mineral right and royalty transfer and that he with Cora Varn witnessed the execution thereof.

SWORN to before me, this ---- day of ----- A. D. 19---

Cora Varn (SEAL)
(Seal affixed)
Notary Public for S. C.

J. I. Bryan

THE STATE OF SOUTH CAROLINA,
Colleton County.

RENUNCIATION OF DOWER

I, Cora Varn, a notary public do hereby certify unto all whom it may concern, that Mrs. Addie Pellum the wife of the within named G. F. Pellum 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 ... 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 30th day of September Anno Domini 1944.

Cora Varn (SEAL)
(Seal affixed)
Notary Public for S. C.

Addie Pellum

Recorded November 4, 1944 at 1:30 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That J. B. Bryan and wife Irene Bryan

of Colleton 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 Fourteen and 70/100 -------- ($ 14.70) Dollars, paid by A. H. McClamory, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-half (½) 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:

Being 98 acres of land, more or less, and bounded as follows.

On the North by land of A. H. Williams and land of A. H. Bryan,
On the East by land of C. J. Thomas
On the South by land of H. E. Bryan
On the West by land of Annie Bryan

(It is the intention of the above description to cover all land owned by us in Colleton County, S. C. whether it be correctly described above or not.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signatures of the grantors this 30th day of September, 1944

Signed, Sealed and Delivered in the Presence of:

Witnesses:

Cora Varn

J. I. Bryan

J. B. Bryan

Mrs. Irene Bryan

DEED

376

THE STATE OF SOUTH CAROLINA,
Colleton COUNTY.

PERSONALLY appeared before me J. I. Bryan

and made oath that he saw the within named J. B. Bryan

sign, seal, and as his act and deed, deliver the within written mineral right

and royalty transfer and that he

with Cora Yarn

witnessed the execution thereof.

SWORN to before me, this 2nd
day of October, A. D. 1944

Cora Yarn (SEAL)
(Seal affixed)
Notary Public for S. C.

J. I. Bryan

THE STATE OF SOUTH CAROLINA,
Colleton COUNTY.

RENUNCIATION OF DOWER

I, Cora Yarn, a notary public

do hereby certify unto all whom it may concern, that Mrs. Lona Bryan

the wife of the within named J. B. Bryan

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

A. B. McGlamery

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 2nd day of October Anno Domini 1944

Cora Yarn (SEAL)
(Seal affixed)
Notary Public for S. C.

Mrs. Lona Bryan

Recorded November 4, 1944 at 1:30 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
County of COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That S. B. Lyons and wife Agnes Hattie Lyons

of Colleton 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 Twenty one and 45/100 ---- ($21.45) Dollars, paid by A. B. McElmurry, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-half (1/2) 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:

being 143 acres of land, more or less, and bounded as follows,

On the North by land of est of S. Benton
On the East by land of the est. of J. J. Varn
On the South by land of C. Maloney
On the West by land of L. L. Herndon

(It is the intention of the above description to cover all land owned by us in Colleton County, South Carolina, whether the same be correctly described above or not.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor this 9th day of October, 19 44

Signed, Sealed and Delivered in the Presence of:

Witnesses:

S. B. Lyons

Nora Varn

Agnes Hattie Lyons

Fannie Varn

DEED

378

THE STATE OF SOUTH CAROLINA,
Colleton COUNTY.

PERSONALLY appeared before me Fannie Varn

and made oath that she saw the within named W. B. Lyons

sign, seal, and as his act and deed, deliver the within written mineral right

and royalty transfer and that she

with Cora Varn

witnessed the execution thereof.

SWORN to before me, this 9th
day of October A. D. 1944

Cora Varn (SEAL)
(Seal affixed)

Notary Public for S. C. Fannie Varn

THE STATE OF SOUTH CAROLINA,
Colleton COUNTY.

RENUNCIATION OF DOWER

I, Cora Varn, a notary public

do hereby certify unto all whom it may concern, that Mrs. Agnes Hattie Lyons

the wife of the within named W. B. Lyons

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

W. B. McGlamery

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 9th day of October Anno Domini 19 44

Cora Varn (SEAL)
(Seal affixed)

Notary Public for S. C. Agnes Hattie Lyons

Recorded November 4, 1944 at 1:30 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That James Dubois and wife Ivory Dubois

of Colleton 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 fifty one and no/100 ----- ($ 51.00) Dollars, paid by A. B. McGlamery, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-half (1/2) 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:

being 340 acres of, land more or less, bounded asfollows.

First Tract, Containing 300 acres, more or less, bounded as follows. On the North by land of Clyde Bennett, On the East by land of Joe Taylor, On the South by land of Walter McTeer, On the West by land of Sula Green,

Second Tract; Containing 40 acres, more or less, bounded as follows, On the North by land of Frank Breland, On the East by land of Enlora Crosby, On the South by land of Est. of Susan Crosby, On the West by land of I. J. Crosby

(It is the intention of the above description to cover all land owned by us in Colleton County, S. C. whether the same be correctly described above or not.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantors this 29th day of September, 1944

Signed, Sealed and Delivered in the Presence of:

Witnesses:

Corn Varn

J.I. Bryan

James Dubois

Ivory Dubois

DEED

380

THE STATE OF SOUTH CAROLINA,
Colleton COUNTY.

PERSONALLY appeared before me J. L. Bryan

and made oath that he saw the within named Jonus Dubois

sign, seal, and as his act and deed, deliver the within written mineral right

and royalty transfer and that he

with Cora Varn

witnessed the execution thereof.

SWORN to before me, this 29th
day of September, A. D. 1944

Cora Varn (SEAL)
(Seal affixed)
Notary Public for S. C. J. L. Bryan

THE STATE OF SOUTH CAROLINA,
Colleton COUNTY.

RENUNCIATION OF DOWER

I, Cora Varn, a notary public

do hereby certify unto all whom it may concern, that Mrs. Ivory Dubois

the wife of the within named Jonus Dubois

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

A. S. McGlamery

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 29th day of September Anno Domini 1944

Cora Varn (SEAL)
(Seal affixed)
Notary Public for S. C. Ivory Dubois

Recorded November 4, 1944 at 1:30 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
County of COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That Ben Q. Ulmer and wife Bridie S. Ulmer

of Colleton 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 Forty two and 30/100 ----- ($42.30) Dollars, paid by A. B. McGlamery, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-half (1/2) 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:

First Tract: Being 200 acres, more or less, and bounded as follows.
Bounded on the North by land of H. H. Bryan and land of L. C. Breland
Bounded on the East by land of D. B. Breland and land of C. K. Breland
Bounded on the South by land of C. Y. Breland
Bounded on the West by land of L. C. Breland

Second Tract: Being 40 acres, more or less, and bounded as follows.
Bounded on the North by land of Mrs. S. C. Bryan
Bounded on the East by land of Gertrude Godwin
Bounded on the South by land of Joseph Bryan
Bounded on the West by land of Davis Est.

Third Tract: Being 40 acres, more or less and bounded as follows.
Bounded on the North by land of J. A. Breland and land of C. K. Breland
Bounded on the East by land of C. A. Breland
Bounded on the South by land of E. H. Ulmer Est.
Bounded on the West by land of L. C. Breland

(It is the intention of the above description to cover all land owned by us in Colleton County, South Carolina, whether the same be correctly described above or not.)

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 canals 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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature S. of the grantor S. this 29th day of September, 1944

Signed, Sealed and Delivered in the Presence of:

Witnesses:
Cora Varn
J. I. Bryan

Ben Q. Ulmer
Bridie S. Ulmer

DEED

382

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me J. I. Bryan and made oath that he saw the within named Don W. Ulmer and Pridis B. Ulmer sign, seal, and as their act and deed, deliver the within written mineral right and royalty transfer and that he with Corn Varn witnessed the execution thereof.

SWORN to before me, this 30th day of September A. D. 19.44.

Corn Varn (SEAL)
(Seal affixed)
Notary Public for S. C.

J. I. Bryan

THE STATE OF SOUTH CAROLINA,
Colleton County.

RENUNCIATION OF DOWER

I, Corn Varn, a notary public do hereby certify unto all whom it may concern, that Mrs. Pridis B. Ulmer the wife of the within named Don W. Ulmer did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whatsoever, renounce, release and forever relinquish unto the within named A. B. McGlamery 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 29th day of September Anno Domini 1944.

Corn Varn (SEAL)
(Seal affixed)
Notary Public for S. C.

Pridis B. Ulmer

Recorded November 4, 1944 at 1:30 P.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
County of COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That A. B. McElmurry

of Colleton 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 Ten dollars and other good and valuable consideration ($10.00) Dollars, paid by Hayette McElmurry, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-fourth (1/4) 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:

being 68 acres of land, more or less, and bounded as follows.

On the North by land of L. C. Breland
On the East by land of Hazel G. Ulmer
On the South by land of Charles Dubois and land of Georgienne Broughton
On the West by land of Levi Herndon

(It is the intention of the above descrip ion to cover the same land, that was described in a Mineral right and Royalty Transfer from J. L. Dubois to A. B. McElmurry which was dated September 29th 1944.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor this 7th day of October, 1944

Signed, Sealed and Delivered in the Presence of:

Witnesses:

A. B. McElmurry

W. G. Purrore

Jennne Bray

384

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me W. G. Surrace
and made oath that he saw the within named A. S. McInnery
sign, seal, and as his act and deed, deliver the within written mineral right
and royalty transfer and that he
with Juanna Irby
witnessed the execution thereof.

SWORN to before me, this 7th
day of October, A. D. 1944.

W. S. Price (SEAL)
(Seal affixed)
Notary Public for S. C.

W. G. Surrace

THE STATE OF SOUTH CAROLINA,
County.

RENUNCIATION OF DOWER

I,
do hereby certify unto all whom it may concern, that Mrs.
the wife of the within named
did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named
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 day of Anno Domini 19

(SEAL)

Notary Public for

Recorded November 4, 1944 at 1:30 P.M.

Andrew H. Hiers To Josie H. Glover et al

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Andrew H. Hiers,

in the State aforesaid Colleton County in consideration of the sum of Three hundred and no/100 ------- DOLLARS, to me in hand paid at and before the sealing of these presents by Josie H. Glover, Katie H. Holliday, and Dannie Lee H. Harris

in the State aforesaid Colleton County 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 Josie H. Glover, Katie H. Holliday, and Dannie Lee H. Harris, their heirs and assigns,

All my right, title and interest in and to the following described tract, saving and excepting those lots sold off by A. H. Hiers prior to his death, and excepting also a lot sold to Cole Lawson:

All that certain piece, parcel or tract of land situate, lying and being in Colleton County South Carolina, known and designated as Ben H. Hiers Sub-division by plat of Henry H. Tripp, Surveyor, dated September 1944, and more particularly shown and described thereon as follows:

Beginning at an iron pipe on the southeastern corner of said tract on the Bells Cross Road Highway, known as State Highway 64, thence S 78° 0' W eleven hundred and thirty two feet (1132') along an old road across the Coast Line Railroad along lands of T. W. Hamilton Sr. and Duke Pendor to a lightwood stake; thence N 66° 00' W fourteen hundred and seventy feet (1470') along lands of W. F. Howell and Postell Hiers to a stake; thence N 57° 30' W four hundred and sixty nine feet (469') to a stake on the County road; thence N 21° 48' E along the center of said County road two hundred and sixty two and 5/10 feet (262.5'); thence along the said center line N 36° 41' E one hundred and twenty eight and 4/10 feet (128.4'); thence along said center line N 41° 33' E twelve hundred and forty nine and 6/10 feet (1249.6') to a point; thence at right angles to a fence post off of said county road; thence N 64° 32' E two hundred and fifty six feet (256') to a stake on State Highway 64; thence S 34° 0' E eight hundred and thirty one and 8/0 feet (831.8') along said State Highway to a stake; thence S 36° 0.1' E along said State Highway 64 five hundred and thirty three and 3/10 (533.3') to a stake; thence S 43° 00' E along said State Highway 64 eleven hundred and seventy eight feet (1178') to the point of beginning.

TOGETHER with, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Josie H. Glover, Katie H. Holliday and Dannie Lee H. Harris, their Heirs and Assigns, forever.

AND I do hereby bind myself and my Heirs, my Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Josie H. Glover, Katie H. Holliday, and Dannie Lee H. Harris, their Heirs and Assigns, against me and my Heirs, and all persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 4th day of November in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and ------- year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Ruth W. Carter — Andrew H. Hiers (L. S.)

Heber R. Padgett — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $0.55, S. C. Stamps $1.00.

Personally appeared before me Ruth W. Carter and made oath that she saw the within named Andrew H. Hiers sign, seal, and as his act and deed, deliver the within written Deed; and that she with Heber R. Padgett witnessed the execution thereof.

Sworn to before me, this 4th day of November A. D. 1944

Heber R. Padgett (SEAL)
Notary Public for S. C.

Ruth W. Carter

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, Heber R. Padgett, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Gladys Hiers the wife of the within named Andrew H. Hiers did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Josie H. Glover, Katie H. Holliday and Dannie Lee H. Harris, their Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 4th day of November Anno Domini 1944

Heber R. Padgett (SEAL)
Notary Public for S. C.

Gladys Hiers

Recorded the above conveyance, this 6th day of November at 3:20 P.M. 1944

C C & R M C

DEED

386

V. C. HAMILTON, JR. TO RUBY GLOVER HAMILTON

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, V. C. Hamilton, Jr.

in the State aforesaid, in consideration of the sum of One Dollar ($1.00) and love and affection DOLLARS, to ---- in hand paid at and before the sealing of these presents by Ruby Glover Hamilton, wife of V. C. Hamilton, Jr.,

in the State aforesaid, 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 Ruby Glover Hamilton, her heirs and assigns,

all that lot of land with buildings thereon in Wolfe Creek School District, Colleton County, South Carolina, containing 2.01 acres more or less with boundaries and dimensions as follows:

Northeast by State Highway #64, 147 feet; Southeast by lands of Mrs. T. A. Black and Steve Klett, 600 feet; Southwest by lands of V. C. Hamilton, Sr., of which it was a part, 146 feet; Northwest by lands of V. C. Hamilton, Sr., of which it was a part, and lot of Bessie A. Pumbleston, 600 feet; said lot of land being delineated on plat thereof by Harry M. Fripp, Surveyor, dated 26 October, 1943, recorded in Plat Book 3, Page 126 in the office of the Clerk of Court for Colleton County. Being the same lot of land conveyed to V. C. Hamilton, Jr. by deed of W. F. Kenney, dated 7 June 1944 and recorded in Book 86, Page 470 in the office of the Clerk of Court for Colleton County.

TOGETHER with, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Ruby Glover Hamilton, her heirs and assigns Heirs 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 Ruby Glover Hamilton, her Heirs and Assigns, against me and my Heirs, and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal this 6th day of November in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Mrs. T. A. Harrigan — V. C. Hamilton, Jr. (L. S.)

Mrs. V. C. Hamilton, Sr. — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ ---- S. C. Stamps $ ----

Personally appeared before me Mrs. T. A. Harrigan and made oath that he saw the within named V. C. Hamilton, Jr. sign, seal and as his act and deed, deliver the within written Deed; and that S he with Mrs. V. C. Hamilton, Sr. witnessed the execution thereof.

Sworn to before me, this 6th day of November A. D. 1944

J. M. Connor Notary Public for S. C. (SEAL)

(Seal affixed)

Mrs. T. A. Harrigan

THE STATE OF SOUTH CAROLINA, Colleton County.

GRANTEE'S WIFE OF GRANTOR

RENUNCIATION OF DOWER

I, ---- a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. ---- the wife of the within named ---- did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this ---- day of ---- Anno Domini 19----

---- (SEAL) Notary Public for S. C.

Recorded the above conveyance, this 6th day of November at 1:45 P.M. 1944

C.C.&R.M.C.

P. C. WALKER TO P. F. KING

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, P. C. Walker

in the State aforesaid, in consideration of the sum of Twenty Five Hundred and no/100 ($2500.00) DOLLARS, to me in hand paid at and before the sealing of these presents by P. F. King

in the State aforesaid, 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 P. F. King, his heirs and assigns:

All that certain piece, parcel or tract of land situated in Hudson Mill School District, Walls Township, Colleton County and in the State aforesaid, containing Ninety Two and one-half (92½) acres, more or less, and bounded as follows: On the North by lands of Mrs. M. E. Strickland. (This land formerly was owned by Mrs. S. V. Morris). On the East by lands of Mrs. Lucie Morris. (This land formerly was owned by estate of M. L. Herndon) On the South by lands of Brantley Benton and estate of H. H. Benton. On the West by lands of M. M. Ulmer. This land formerly was owned by Andrew Walker.

This being the same lands conveyed to me by L. H. Walker by Deed dated the 26th day of June 1939 and recorded in Book 77 at page 194 in the R.M.C. Office for Colleton County.

TOGETHER with, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said P. F. King, his Heirs 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 P. F. King, his Heirs and Assigns, against me and my Heirs, and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 6th day of November in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and sixty ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Sue Hassin — P. C. Walker (L. S.)

I. A. Snook — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $2.75 S. C. Stamps $5.00

Personally appeared before me Sue Hassing and made oath that she saw the within named P. C. Walker sign, seal and as his act and deed, deliver the within written Deed; and that she with I. A. Snook witnessed the execution thereof.

Sworn to before me, this 6th day of November A. D. 1944

I. A. Snook (SEAL) Notary Public for S. C.

Sue Hassing

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, I. A. Snook, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Martha A. Walker the wife of the within named P. C. Walker 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 P. F. King, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 6th day of November Anno Domini 19 44

I. A. Snook (SEAL) Notary Public for S. C.

Martha A. Walker

Recorded the above conveyance, this 7th day of November at 6:16 A.M. 1944

C. C. & R. M. C.

DEED

288

Sallie Ann Craven To Paul A. Craven

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Sallie Ann Craven

in the State aforesaid, in consideration of the sum of

$1.00 love and affection DOLLARS

to me in hand paid at and before the sealing of these presents by Paul A. Craven

in the State aforesaid, 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 Paul A. Craven, his heirs and assigns

All my undivided interest in and to all that certain piece, parcel or tract of land containing twenty-seven (27) acres, located in Bedon's School District, Colleton County, South Carolina, bounded as follows: North by Givhans Ferry Road, South by lands of Allen Crosby, East by lands of Harry Tracy and West by lands of Mrs. Grover Seigler.

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 Paul A. Craven, his Heirs 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 Paul A. Craven, his Heirs and Assigns, against me and my Heirs, and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 7th day of November in the year of our Lord one thousand nine hundred and forty-four and in the one hundred and sixty-eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Mary Margaret Allison — Sallie Ann Craven (L. S.)

Osborne H. Rhodes — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ S. C. Stamps $

Personally appeared before me Mary Margaret Allison and made oath that she saw the within named Sallie Ann Craven sign, seal and as her act and deed, deliver the within written Deed; and that she with Osborne H. Rhodes witnessed the execution thereof.

Sworn to before me, this 7th day of November A. D. 1944.

Osborne H. Rhodes (SEAL)
Notary Public for S. C.

Mary Margaret Allison

THE STATE OF SOUTH CAROLINA, Colleton County.

NO DOWER, GRANTOR A MAN

RENUNCIATION OF DOWER

I, _____, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named _____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this _____ day of _____ Anno Domini 19____

_____ (SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 7th day of November at 10 A.M. 1944.

C C & R M C

ROSS E. REEVES TO ROSS YATES REEVES

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I ROSS E. REEVES

in the State aforesaid Colleton County for and in consideration of the sum of One Thousand (1000.00)-------- DOLLARS, to me in hand paid at and before the sealing of these presents by Ross Yates Reeves

in the State aforesaid Colleton County 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 Ross Yates Reeves, his

All that piece, parcel or tract of land situate in Sheridan Township Colleton County containing Sixty Five (65) acres and bounded as follows to wit; On the North by Mrs. Grace Sigwald; On the East by Ediato River, On the South by lands of Ross E. Reeves and on the West by lands of Idella Ackerman and Ross E. Reeves.

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 Ross Yates Reeves, his Heirs 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 Ross Yates Reeves his Heirs and Assigns, against me and my Heirs, lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal this 30 day of October in the year of our Lord one thousand nine hundred and Forty Four, and in the one hundred and Sixty eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

E. B. Ackerman — Ross E. Reeves (L. S.)

F. B. Ackerman — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $1.10 S.C. Stamps $2.00

Personally appeared before me F. B. Ackerman and made oath that he saw the within named Ross E. Reeves sign, seal, and as his act and deed, deliver the within written Deed; and that he with F. B. Ackerman witnessed the execution thereof.

Sworn to before me, this 30th day of October A. D. 1944

F. B. Ackerman (SEAL) Notary Public for S. C. — F. B. Ackerman

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, F. B. Ackerman, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Lora Thackston Reeves the wife of the within named Ross E. Reeves 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 Ross Yates Reeves Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 30th day of October, Anno Domini 1944

F. B. Ackerman (SEAL) Notary Public for S. C. — Mrs. Lora Thackston Reeves

Recorded the above conveyance, this 7th day of November at 10:30 A.M. 1944

C.C.&R.M.C.

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, O. H. W. Fralick

in the State aforesaid, in consideration of the sum of Three Hundred and Fifty and no/100 ---------- DOLLARS, to me in hand paid at and before the sealing of these presents by John W. Bailey, Jr.

in the State aforesaid, 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 John W. Bailey, Jr., his heirs and assigns,

All that piece, parcel or tract of land, situate in Walterboro School District, County of Colleton and State of South Carolina, containing five (5) acres, and bounded as follows: North and North West by lands of Mrs. Sig Oreland; East and North East partly by State Highway No. 303 and by old dirt road from Walterboro to Green Pond; South and South East by lands of O. H. Fralick; South West and West by lands of O. H. Fralick. All of which will more fully appear by reference to a plat thereof certified for John W. Bailey, Jr., by Harry M. Fripp, of date November 1, 1944, and hereto attached.

Said five (5) acres being part of an 88.1 acre tract conveyed to O. H. Fralick by Harry M. Fripp, Beaux F. Padgett and Annie F. Savage by deed dated 11 September, 1944, recorded 27 September, 1944, in the office of Clerk of Court for Colleton County, S. C., in Book 87, page 477.

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 John W. Bailey, Jr., his Heirs and Assigns, forever.

AND I do hereby bind myself and my Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said John W. Bailey, Jr., his Heirs and Assigns, against me and my Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 2nd day of November in the year of our Lord one thousand nine hundred and forty-four and in the one hundred and sixty ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

J. C. Lemacks — O. H. Fralick (L. S.)

Myrtle A. Fripp — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $0.55, S. C. Stamps $1.00

Personally appeared before me Myrtle A. Fripp and made oath that she saw the within named O. H. Fralick sign, seal, and as his act and deed, deliver the within written Deed; and that she with J. C. Lemacks witnessed the execution thereof.

Sworn to before me, this 2nd day of November A. D. 1944

J. C. Lemacks (SEAL) Notary Public for S. C.

Myrtle A. Fripp

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, J. C. Lemacks, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Altha Mae Fralick, the wife of the within named O. H. Fralick, 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 John W. Bailey, Jr., his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 2nd day of November Anno Domini 19 44

J. C. Lemacks (SEAL) Notary Public for S. C. — Altha Mae Fralick

Recorded the above conveyance, this 7th day of November at 11 A. M., 1944

C. C. & R. M. C.

W. H. HIOTT TO R. J. HILL

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, W. H. HIOTT

in the State aforesaid, in consideration of the sum of Two hundred twenty five and no/100 ------- DOLLARS, to me in hand paid at and before the sealing of these presents by R. J. Hill

in the State aforesaid, 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 R. J. Hill

All that piece, parcel or tract of land situated in Verdier Township state and county aforesaid measuring and containing fifteen (15) acres more or less, bounded as follows to wit: On the North by R. J. Hill formerly the estate of Sing Fishburne, east by R. J. Hill and W. H. Hiott and the estate of Knoca, South and West by R. J. Hill and the estate of Sing Fishburne. This tract is known as the Briden Williams tract.

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 R. J. Hill, his Heirs and Assigns, forever.

AND I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said R. J. Hill, his Heirs and Assigns, against me and my Heirs, all other persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 31st day of October in the year of our Lord one thousand nine hundred and 44, and in the one hundred and ------ year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Ruth H. Cooler — W. H. Hiott (L. S.)

S. A. Cooler (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $0.55
S.C. Stamps $1.00

Personally appeared before me Mrs. Ruth H. Cooler and made oath that She saw the within named W. H. Hiott sign, seal, and as his act and deed, deliver the within written Deed; and that S he with S. A. Cooler witnessed the execution thereof.

Sworn to before me, this 31st day of October A. D. 1944

S. A. Cooler (SEAL)
Notary Public for S. C.

Ruth H. Cooler

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, Sawyer A. Cooler, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. May H. Hiott the wife of the within named W. H. Hiott 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 R. J. Hill, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 31st day of October, Anno Domini 1944.

S. A. Cooler (SEAL)
Notary Public for S. C.

May H. Hiott

Recorded the above conveyance, this 7th day of November at 12 M. in 44

C. C. & R. M. C.

DEED

392

RIDDICK ACKERMAN, SR. TO HALLIE H. LEMACKS

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Riddick Ackerman, Sr.,

in the State aforesaid, in consideration of the sum of ten and no/100 DOLLARS, to me in hand paid at and before the sealing of these presents by Hallie H. Lemacks

in the State aforesaid, 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 Hallie H. Lemacks, her heirs and assigns

All that piece, parcel or lot of land, situate, lying and being in the corporate limits of the Town of Walterboro, in the County of Colleton and State of South Carolina, encoeing originally a portion of lot No. 76, being in the shape of a triangle, and measuring on the Northern line nine (9) feet, measuring on the Eastern line forty (40) feet, measuring on the Western line forty one (41) feet, and bounded as follows: North and East by lot of Ackerman, from which this is taken; and on the West by lot of Hallie H. Lemacks. Said lot contains approximately one hundred and eighty (180) square feet.

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 Hallie H. Lemacks, her Heirs 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 Hallie H. Lemacks, her Heirs and Assigns, against me and my Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 7th day of November in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Alice F. Speights — Riddick Ackerman, Sr. (L. S.)

Mary H. Bowman — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $____ S. C. Stamps $____

Personally appeared before me Alice F. Speights and made oath that she saw the within named Riddick Ackerman, Sr. sign, seal, and as his act and deed, deliver the within written Deed; and that she with Mary H. Bowman witnessed the execution thereof.

Sworn to before me, this 7th day of November A. D. 1944

Myrtis A. Fripp (SEAL) Notary Public for S. C.
(Seal affixed)

Alice F. Speights

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, Myrtis A. Fripp, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Ida Lee Ackerman the wife of the within named Riddick Ackerman, Sr. did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Hallie H. Lemacks, her Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 7th day of November, Anno Domini 1944.

Myrtis A. Fripp (SEAL) Notary Public for S. C.
(Seal affixed)

Ida Lee Ackerman

Recorded the above conveyance, this 7th day of November at 3:15 P. M. 1944

CC&RMC

352

B. L. RHODES, SHERIFF TO ELLEN LAVANT

The State of South Carolina,
COUNTY OF COLLETON

To All Whom These Presents May Concern:

WHEREAS, by an Act of the General Assembly of the State of South Carolina, entitled "An Act in Relation to Forfeited Land, Delinquent Lands, and Collection of Taxes," approved December 20th, 1897, and Acts amendatory thereof it is provided that hereafter, immediately upon the expiration of the time allowed by law for the payment of taxes in any year, the County Treasurer of each County shall and is hereby authorized and directed, to issue in the name of the State a warrant or executions, in duplicate, against each defaulting taxpayer in his County, signed by him in his official capacity, directed to the Sheriff of his County or his lawful deputy requiring and commanding him to levy the same by distress and sale of so much of the defaulting taxpayer's estate, real or personal, or both, as may be sufficient to satisfy the taxes, State, School, County and Special, of such defaulter, specifying therein the aggregate amount of all his taxes, as well as the amounts to each fund and

WHEREAS, it is further provided by said Act and Amendatory Acts that under and by virtue of said warrant or execution, the Sheriff shall seize and take exclusive possession of so much of the defaulting taxpayer's estate, real or personal, or both as may be necessary to raise a sum of money named therein and the charges thereon, and after due advertisement sell the same before the Court House door of the County, on a regular sales day, and within the usual hours, for public sales, for cash, give to the purchaser (upon his complying with the terms of sale) a receipt for the purchase money, but not make sale to the purchaser until the expiration of twelve months from the day of sale, if the property sold be not redeemed as therein provided, and assess said receipt with the duplicate warrant with the endorsement thereon of his action thereunder, and

WHEREAS, P. L. Campbell, The County Treasurer of Colleton County, has issued his warrant directed to me, by authority of said Act, against Heirs of Gilbert Lhutt, a delinquent taxpayer of said County, strictly charging and commanding me, as Sheriff of said County, to levy by distress and sale of the personal property, and if sufficient personal property cannot be found, then by distress and sale of the land of the said Heirs of Gilbert Lhutt, defaulter, the sum of One and 67/100 ----- Dollars, together with Five and 33/100 ---- Dollars, the charges thereof and sold for 1941 taxes; and

WHEREAS by virtue of said warrant or execution I, B. L. Rhodes, Sheriff of the County and State aforesaid, did on the 18th day of March, 194-3, seize and take possession of the real property hereinafter described, and on the sales day of the month of November, in the year 1943, during the usual hours of sale, after due advertisement, sell the same to Ellen Lavant the purchaser, and the highest bidder at such sale, for the sum of Seven and 00/100 ------ Dollars, and gave a receipt for said purchase money to him; and

WHEREAS, twelve months have elapsed since the date of said sale, and the said Heirs of Gilbert Lhutt the defaulting taxpayer or other party interested has failed to redeem said land so sold for taxes

NOW, THEREFORE, I B. L. Rhodes, Sheriff of said County, in consideration of the premises, and the sum of Seven and 00/100 ----- Dollars, to me paid by the said Ellen Lavant, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Ellen Lavant:

All that piece, parcel or tract of land, lying and being in Hendersonville School District, Colleton County, South Carolina, measuring and containing Five (5) acres, more or less, and bounded: North by lands of S. A. Hafner; East by lands of S. A. Hafner; South by Highway No. 17; West by lands of J. F. Dubois.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining;

TO HAVE AND TO HOLD all and singular the premises hereby granted, with the appurtenances, unto the said Ellen Lavant, her heirs and assigns forever, according to the form, force and effect of the laws and usages of the State of South Carolina in such cases made and provided.

WITNESS my hand and seal this 7th day of November in the year of our Lord one thousand nine hundred and forty-four and in the ------- year of the Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF US:

Cordelia Padgett

A. F. Sineath

B. L. Rhodes
Sheriff Colleton Co. S.C.
(Seal affixed)

STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY APPEARED BEFORE ME A. F. Sineath and made oath that he saw the above named B. L. Rhodes Sheriff of the County of Colleton sign, seal, and as his act and deed deliver the above Deed of Conveyance; and that he, with Cordelia Padgett witnessed the execution thereof.

SWORN before me this 7th day of November, A. D. 1944.

Cordelia Padgett
Notary Public, S. C.

A. F. Sineath

Recorded this 7th day of November at 3:20 P.M., 194-4

CC&RMC

B. L. RHODES TO D. A. GRAHAM

The State of South Carolina,

COUNTY OF Colleton

To All Whom These Presents May Concern:

WHEREAS, by an Act of the General Assembly of the State of South Carolina, entitled "An Act in Relation to Forfeited Land, Delinquent Lands, and Collection of Taxes," approved December 24th, 1880, and Acts amendatory thereof it is provided that hereafter, immediately upon the expiration of the time allowed by law for the payment of taxes in any year, the County Treasurer of each County shall and is hereby authorized and directed, to issue in the name of the State a warrant or executions, in duplicate, against each defaulting taxpayer in his County, signed by him in his official capacity, directed to the Sheriff of his County or his lawful deputy requiring and commanding him to levy the same by distress and sale of so much of the defaulting taxpayer's estate, real or personal, or both, as may be sufficient to satisfy the State, State, School, County and Special, of such defaulter, specifying therein the aggregate amount of all his taxes, as well as the amount to each fund and

WHEREAS, it is further provided by said Act and Amendatory Acts that under and by virtue of said warrant or execution, the Sheriff shall seize and take exclusive possession of so much of the defaulting taxpayer's estate, real or personal, or both as may be necessary to raise a sum of money named therein and the charges thereon, and after due advertisement sell the same before the Court House door of the County, on a regular sales day, and within the usual hours for public sales, for cash, give to the purchaser (upon his complying with the terms of sale) a receipt for the purchase money, but not make title to the purchaser until the expiration of twelve months from the day of sale, if the property sold be not redeemed as therein provided, and deliver said receipt with the duplicate warrant with the endorsement thereon of his action thereunder, and

WHEREAS, F. A. Campbell The County Treasurer of Colleton County, has issued his warrant directed to me, by authority of said Act, against D. A. Graham, et al, a defaulting taxpayer of said County, strictly charging and commanding me, as Sheriff of said County, to levy by distress and sale of the personal property, and if sufficient personal property cannot be found, then by distress and sale of the land of the said D. A. Graham, et al, defaulter, the sum of Ninety-three and 63/100 ----- Dollars, together with Seventeen and 13/100 ---- Dollars, the charges thereof and said for 1940 and 1941 taxes; and

WHEREAS by virtue of said warrant or execution I, B. L. Rhodes Sheriff of the County and State aforesaid, did on the ____ day of ____, 194__, seize and take possession of the real property hereinafter described, and on the sales day of the month of November, in the year 194 2, during the usual hours of sale, after due advertisement, sell the same to forfeited land Commission, who assigned its bid to D. A. Graham the purchaser, and the highest bidder at such sale, for the sum of ____ Dollars, and gave a receipt for said purchase money to him; and

WHEREAS, twelve months have elapsed since the date of said sale, and the said D. A. Graham, et al the defaulting taxpayer or other party interested has failed to redeem said land as said for taxes

NOW, THEREFORE, I B. L. Rhodes Sheriff of said County, in consideration of the premises, and the sum of one hundred Ten and 61/100 ------ Dollars to me paid by the said D. A. Graham, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said D. A. Graham

All that piece, parcel or tract of land, lying and being in the State of South Carolina, Colleton County, Ruffin School District, measuring and containing fifty-eight (58) acres, more or less, with eight buildings thereon, and bounded as follows: North by lands of Holland Williams; east by lands of Willie Warren, T. A. Black, and Mrs. M. D. Padgett; South by lands of J. M. Bennett, J. A. Bryley, and Mrs. M. D. Padgett; west by Atlantic Coast Line Railroad Company.

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

TO HAVE AND TO HOLD all and singular the premises hereby granted, with the appurtenances, unto the said D. A. Graham, his heirs and assigns forever, according to the form, force and effect of the laws and usages of the State of South Carolina in such cases made and provided.

WITNESS my hand and seal this 16th day of November in the year of our Lord one thousand nine hundred and forty-four and in the ____ year of the Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF US:

Coralie Padgett

B. F. Sineath

B. L. Rhodes
Sheriff Colleton Co, S. C.
(Seal affixed)

STATE OF SOUTH CAROLINA,

Colleton County.

PERSONALLY APPEARED BEFORE ME B. F. Sineath and made oath that he saw the above named B. L. Rhodes Sheriff of the County of Colleton sign, seal, and as his act and deed deliver the above Deed of Conveyance; and that he, with Coralie Padgett witnessed the execution thereof.

SWORN before me this 16th day of November, A. D. 1944

Coralie Padgett (L.S.)
Notary Public, S. C.

B. F. Sineath

Recorded this 16th day of November at 10:45 A.M., 1944

CCRRRC

REX H. COULTER TO J. Z O'QUINN

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Rex H. Coulter

in the State aforesaid Colleton County in consideration of the sum of One Thousand and no/100 ------- DOLLARS, to me in hand paid at and before the sealing of these presents by J. Z. O'Quinn

in the State aforesaid Colleton County 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 J. Z. O'Quinn, his heirs and assigns

One lot in the Town of Williams, South Carolina, Colleton County, measuring one hundred five (105) feet on th front end two hundred ten (210) feet deep, bounded as follows, to wit: North by First Street; East by Ray I. Clement; South by Clyde D. Herren and West by Katie Kinard.

being the same lot of land conveyed to me by Clyde D. Herren by deed dated September 1, 1943 and recorded in the Clerk of Court's Office for Colleton County in Book do, Page 174.

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 J. Z. O'Quinn, his Heirs and Assigns, forever.

AND I do hereby bind myself and my Heirs, by Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said J. Z. O'Quinn, his Heirs and Assigns, against me and my Heirs, and all persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 26th day of October in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and ------- year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Hebor A. Podgett — Rex H. Coulter (L. S.)

Ruth W. Carter (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $1.10 S. C. Stamps $.50

Personally appeared before me Ruth W. Carter and made oath that she saw the within named Rex H. Coulter sign, seal, and as his act and deed, deliver the within written Deed; and that she with Hebor A. Podgett witnessed the execution thereof.

Sworn to before me, this 26th day of October A. D. 19 44

Hebor A. Podgett (SEAL) Notary Public for S. C. — Ruth W. Carter

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, Hattie H. Smith, a Notary Public for S. C, do hereby certify unto all whom it may concern, that Mrs. Margaret Coulter the wife of the within named Rex H. Coulter 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 J. Z. O'Quinn, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 26th day of October Anno Domini 19 44

Hattie H. Smith (SEAL) (Seal affixed) Notary Public for S. C. — Margaret Coulter

Recorded the above conveyance, this 8th day of November at 11:30 A. M., 1944.

C C & R. M. C.

DEED

396

FLORENCE GOHEGAN TO G. RUSSELL GOHEGAN.

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Florence Gohegan

in the State aforesaid, in consideration of the sum of Twenty-five and no/100 DOLLARS, to me in hand paid at and before the sealing of these presents by G. Russell Gohegan

in the State aforesaid, 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 G. Russell Gohegan, his heirs and assigns,

All that piece, parcel or tract of land situate in Smoaks School District, in the County of Colleton and State of South Carolina, containing Three (3) acres, more or less, and bounded as follows: North by Run of Branch separating same from lands of Russell Gohegan; East by lands of W. H. Varn, formerly Mrs. L. S. Carter; South by public Road, separating same from other lands of Florence Gohegan; West by lands of W. H. Varn. Said three acres, more or less, being all of the lands of Florence Gohegan lying North of the public Road, and being a portion of the lands conveyed to Florence Gohegan by S. Padgett, by Deed dated _____, November, 1938, recorded 20 November, 1938, in the Office of Clerk of Court for Colleton County, S. C. in Book 77, Page 525.

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 G. Russell Gohegan, his Heirs and Assigns, forever.

AND I do hereby bind myself, my Heirs, my Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said G. Russell Gohegan, his Heirs and Assigns, against me and my Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 6th day of November in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Helen Benton — Florence Gohegan (L. S.)

J. C. Lemacks — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $_____
S. C. Stamps $_____

Personally appeared before me Helen Benton and made oath that he saw the within named Florence Gohegan sign, seal and as her act and deed, deliver the within written Deed; and that he with J. C. Lemacks witnessed the execution thereof.

Sworn to before me, this 6th day of November A. D. 1944.

J. C. Lemacks (SEAL)
(Seal affixed) Notary Public for S. C.

Helen Benton

THE STATE OF SOUTH CAROLINA, Colleton County.

NO DOWER GRANTOR A WOMAN. RENUNCIATION OF DOWER

I _____, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named _____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this _____ day of _____, Anno Domini 19____.

_____ (SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 8th day of November at 3 P.M., 1944.

C C & R M C

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, J. R. Pearson,

in the State aforesaid, in consideration of the sum of Ten and No/100 ($10.00) ---------- DOLLARS, to me in hand paid at and before the sealing of these presents by Marion Bennett

in the State aforesaid, 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 Marion Bennett, his heirs and assigns,

All that piece, parcel or lot of land, situate in the Town of Walterboro, County of Colleton and State of South Carolina, being triangular in shape, and being the Southern part of lot number twenty (20) on a plat of J. E. Frank, Registered Civil Engineer and Surveyor, made for J. R. Pearson, of date July 17, 1944, and having the following measurements and boundaries, to wit: Measuring on the Northern line one hundred and thirty seven (137) feet and bounded on the North by the remainder of lot No. 20, property of J. R. Pearson and from which this lot is taken; measuring on the Eastern line ten (10) feet and bounded on the East by a lane twenty five (25) feet wide; measuring on the Southern line one hundred and thirty seven (137) feet and bounded on the South by lot No. 21 on said plat, now owned by Marion Bennett.

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 Marion Bennett, his Heirs 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 Marion Bennett, his Heirs and Assigns, against me and my Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 10th day of October in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and sixty ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

J. C. Iemmons — J. R. Pearson (L. S.)

Myrtle A. Fripp — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ ____ S. C. Stamps $ ____

Personally appeared before me Myrtle A. Fripp and made oath that he saw the within named J. R. Pearson sign, seal, and as his act and deed, deliver the within written Deed; and that she with J. C. Iemmons witnessed the execution thereof.

Sworn to before me, this 10th day of October, A. D. 1944.

J. C. Iemmons (SEAL) Notary Public for S. C.

Myrtle A. Fripp

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, Myrtle A. Fripp, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Jeanie L. Pearson the wife of the within named J. R. Pearson 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 Marion Bennett, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 10th day of October, Anno Domini 1944.

Myrtle A. Fripp (SEAL) Notary Public for S. C. — Jeanie L. Pearson

Recorded the above conveyance, this 9th day of November at 11:30 A.M., 1944

C C & R M C

DEED

398

J. G. Thompson to Joe Thompson

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, J. G. Thompson

in the State aforesaid, in consideration of the sum of One hundred and fifty DOLLARS, to me in hand paid at and before the sealing of these presents by Joe Thompson in the State aforesaid, 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 Joe Thompson

One certain piece, parcel or tract of land lying and being situate in Heyward Township, County and State aforesaid containing forty (40A.) more or less, and bounded as follows: North by Blocker lands, East by lands of Cunningham; South by land of the late Jas. O'Bryan; West by Road leading from Highway #17 by Daniel Churen.

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 Joe Thompson Heirs 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 Joe Thompson, his Heirs and Assigns, against me and my Heirs, or anyother person or persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 27th day of October in the year of our Lord one thousand nine hundred and forty four and in the one hundred and ------ year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Corinne J. Thompson — J. G. Thompson (L. S.)

W. B. Hattlen — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $ 0.55
S. C. Stamps $ 1.10

Personally appeared before me Corinne J. Thompson and made oath that he saw the within named J. G. Thompson sign, seal, and as his act and deed, deliver the within written Deed; and that she with W. B. Hattlen witnessed the execution thereof.

Sworn to before me, this 27th day of October, A. D. 1944

W. B. Hattlen (SEAL)
Notary Public for S. C.

Corinne J. Thompson

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, W. B. Hattlen, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Bennie Lee Thompson the wife of the within named J. G. Thompson 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 Joe Thompson, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 27th day of October, Anno Domini 1944.

W. B. Hattlen (SEAL)
Notary Public for S. C.

her
Bennie Lee Thompson
mark

Recorded the above conveyance, this 10th day of November at 9:30 A. M., 1944.

C C & R C

W. BRYANT ADAMS TO AUGUSTA HARDWOOD COMPANY.

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON. TIMBER DEED.

KNOW ALL MEN BY THESE PRESENTS: That I, W. Bryant Adams, of Colleton County, in the State of South Carolina, hereinafter called the vendor, for and in consideration of the sum of One Thousand Two Hundred fifty ($1,250.00) Dollars, paid in cash by the Augusta Hardwood Company, of Richmond County, in the State of Georgia, hereinafter called vendee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said vendee all timber and trees twelve (12) inches in diameter and upwards at the stump, twelve (12) inches from the ground, at the time of cutting, on those certain tracts of land described as follows:

All that lot, piece or parcel of land with the buildings thereon, containing about thirty (30) acres, more or less, lying and being in Cottageville School District, Colleton County.

Butting and bounding on the North by Old River Road, and by the property of Mrs. Annie Richman; on the East by lands of W. B. Adams and Hector Ferry; South, by lands of J. W. Adams and Hector Ferry; West, by Depot Road and lands of Estate of James Bendridge.

And for the consideration aforesaid, the vendor hereby also grants, bargains, sells and releases to the said vendee, its successors and assigns, all the rights, ways, privileges and easements in, over and upon said land which may be useful, convenient or necessary in cutting or removing said timber and trees, together with the exclusive right to locate, build, construct, maintain, and operate roads, steam or gasoline skidders, mills, logging equipment, buildings, structures and other machinery and fixtures, appliances and methods whether now in use of hereafter invented, for the cutting and removing of the said timber as vendee, its successors and assigns, may see fit, on, over and across said land owned by the vendor, and to transport over any roads any timber of vendee, persons and articles of every kind and description; and also the right to cut, use and remove any timber, and trees, fuel wood, undergrowth, brush or earth, the cutting, using or removal of which may be useful, convenient or necessary in the cutting, handling or removing the timber and trees aforesaid, or in exercising any of the rights granted hereunder, with the right at any time to remove any and all machinery and structures and other property by said vendee, its successors and assigns, placed upon said premises.

TO HAVE AND TO HOLD all and singular the said timber and trees, and rights, ways, privileges and easements unto the said vendee, its successors and assigns, as the case may be, for and during the term, time or period hereinafter specified for the cutting and removing of the said timber and trees.

AND said vendor hereby bind himself, his heirs, personal representatives and assigns, to warrant and defend all singular the said premises, timber, trees, rights, ways, privileges and easements unto the said vendee, its successors and assigns, against the claims and demands of all persons whomsoever lawfully claiming or to claim the same or any part thereof, and that the said property is free and clear of all liens and encumberances whatsoever.

AND IT IS HEREBY EXPRESSLY COVENANTED AND AGREED:

FIRST: That the said vendee, its successors and assigns, for the consideration hereinbefore mentioned, shall have one (1) year from the date hereof to cut and remove the said timber and trees from the said land, and to exercise, use and enjoy all the rights, ways, privileges and easements granted hereunder; and should said vendee, its successors and assigns, so desire, it shall have the futher period of six (6) months in addition to the period above mentioned, or so much of said additional time as may be desired for such purposes upon the payment, however, of 4% of said purchase price for each year, or fraction thereof, during such renewal period.

Second: That the said vendor, shall and will promptly pay all taxes that are now due, or

that hereafter may become due, on the said land, timber, trees and property rights; and that the said vendee, its successors and assigns, may on default by the said vendor pay said taxes, and any and all amounts so paid shall be, and are hereby made, a lien on the land for the reimbursement thereof, with interest to the said vendee, its successors and assigns, in like manner as if the same were secured by a mortgage duly executed.

THIRD: That so much of said timber and trees as may be remaining on said land, whether standing or fallen, at the expiration of the time, as hereinabove provided and fixed for the cutting and removing, shall immediately revert to and be one become the property of the said vendor, his heirs and assigns.

FOURTH: It is agreed and that the vendee, its successors and assigns, shall repair and replace all fences and gates which may be damaged by the cutting and removal of said timber; and, that the vendee, its successors and assigns, shall be responsible to the vendor for all such damages and any other damages inflicted upon said property by the vendee, or its agents or servants and any contractor or sub-contractor and their agents and servants, while engaged in the removal of said timber and trees.

WITNESS my hand and seal, this 6th day of November, 1944.

Signed, Sealed and Delivered
in the Presence of:

I. M. Fishburne — W. Bryant Adams (SEAL)

Katharine Doar

(Fed. Stamps $1.65)
(S.C. Stamps $3.00)

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON.

Personally appeared before me I. M. Fishburne and made oath that he was present and saw the above named W. Bryant sign, seal and deliver the foregoing deed of conveyance; and that he with Katharine Doar, witnessed the execution thereof.

Sworn to before me this 6th day of November, 1944.

Katharine H. Doar (LS) — I. M. Fishburne
Notary Public for South Carolina.

(Seal affixed)

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

I, I. M. Fishburne, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Annie Lee S. Adams, the wife of the within named W. Bryant, 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 Augusta Hardwood Company, its successors and assigns, all her interest and estate, and also her right and claim of dower, of, in and to all and singular the premises within mentioned and released.

Given under my hand and seal this 6th day of November, 1944.

I. M. Fishburne (L.S.) — Annie Lee S. Adams
Notary Public for South Carolina
(Seal affixed)

Recorded November 9, 1944 at 10 A.M.

401

W. B. ADAMS TO AUTUSTA HARDWOOD COMPANY

STATE OF SOUTH CAROLINA,

TIMBER DEED.

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS: That I, W. B. Adams, of Colleton County, in the State of South Carolina, hereinafter called the vender, for and inconsideration of the sum of Nine Thousand ($9,000.00) Dollars, paid in cash by the Augusta Hardwood Company, of Richmond County, in the State of Georgia, hereinafter called a vendee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said vendee all timber and trees twelve (12) inches in diameter and upwards at the stump, twelve (12) inches from the ground, at the time of cutting, on those certain tracts of land described as follows:

Tract No. 1: All that certain piece, parcel or tract of land, situate, lying and being in Sheridan township, County and State aforesaid, measuring and containing Ninety (90) acres, more or less, and being bounded as follows; to wit: North by lands of Jenule Mae Adams, J.A. Smith and J. W. Adams; east by lands of T. A. Adams and W. F. Breland; south by landsof J.A. Smith and public road leading from Cottageville to S. J. Hoff's, and by lands of Bob Hill; and west by lands of estate of J. A. Ackerman, Jr., Richard Jowell and Jennie Mae Adams. Said tract being known as the Dr. B. G. Willis home farm.

Tract No. 2: All that certain piece, parcel or tract of land situate and lying in Sheridan township, County and State aforesaid, measuring and containing forty-five (45) acres, more or less, and being bounded as follows, to wit: North by lands of L. H. Willis; east by lands of B. G. Willis Ed., south by lands of J. A. Ackerman, Jr., and west by lands of T. A. Ackerman. This being the same tract of land conveyed to Maggie A. Adams by deed dated October 2, 1912.

Tract No. 3: All that piece, parcel or tract of land, situate, near Cottageville, County and State aforesaid, containing Thirteen (13) acres more or less and bounded as follows: North by lands of J. T. Metts, Sr; east by lands of J. T. Metts, Sr; south by lands of J. T. Metts, Sr., and W. B. Adams, Jr.; west by lands of W. B. Adams, Jr.; also leading from the public road down old train road including narrow strip between train road and lands of W. B. Adams, Jr.

Tract No. 4. W. B. Adams, Jr. his heirsand assigns, all that certain peice, parcel or tract of land situate, lying and being in Sheridan Township, County and State aforesaid,and bounded and described as follows: to wit, measuring and containing Ninety (90) acres, more or less, and bounded, North by lands of Julia A. Rhode, J. T. Metts and Gossie L. Rhode; east by lands of J. T. Metts, W. B. Adams and S. W. Adams; South by lands of J. T. Metts and S. W. Adams and Hustor Perry; and west by lands of T. B. Hoff, W. D. Bandridge and J. T. Metts.

And for the consideration, the vendor hereby also grants, bargains, sells and releases to the said vendee, its successors and assigns, all the rights, ways, privileges easement in, over and upon said land which may be useful, convenient or necessary in cutting or removing said timber and trees, together with the exclusive right to locate, build, construct maintain, and operate roads, steam or gasoline skidders, mills, logging equipment, buildings, structures and other machenery and fictures, appliances and methods whether now in use or hereafter invensed, for the cutting and removing of the said timber as vendee, its successors and assigns, may see fit, on, over and across said land owned by the vendor, and to transport over any roads any timber of vendee, persons and articles of every kind and description; and also the right to cut, use and remove any timber, and trees, fuel wood, undergrowth, brush or earth, the cutting, using or removal of which may be useful, convenient or necessary in the cutting, naddling or removingthe timber and trees aforesaid, or in exercising any of the rights granted hereunder, with the right at any time to remove any and all machinery and structures and other property by said vendee, its successors and assigns, placed upon said premises.

TO HAVE AND TO HOLD all and singular the said timber and trees, and rights, ways, privileges and easements unto the said vendee, its successors and assigns, as the case may be, for and during the term, time or period hereinafter specifed for the cutting and removing of the said timber and trees.

And said vendor does hereby bind himself, his heirs, personal representatives and assigns to warrant and defend all and singular the said premises, timber, trees, rights, ways, privileges and easements unto the said vendee, its successors and assigns, against the claims and demands of all persons whomsoever lawfully claiming or to claim the same or any part thereof, and that the said property is free and clear of all liens andencumberances whatsoever.

AND IT IS HEREBY EXPRESSLY CONVENANTED AND AGREED:

FIRST: That the said vendee, its successors and assigns, for the consideration herein-

For Plat see Rec't Page

402

before mentioned, shall have one (1) year from the date hereof to cut and remove the said timber and trees from the said land, and to exercise, use and enjoy all the rights, ways, privileges and easements granted hereunder; and should said vendee, its successors and assigns, so desire, it shall have the further period of six (6) months in addition to the period above mentioned, or so much of said additional time as may be desired for such purposes upon the payment, however, of 4% of said purchase price for each year, or fraction thereof, during such renewal period.

SECOND:That the said vendor, shall and will promptly pay all taxes that are now due, or that hereafter may become due, on the said land, timber, trees and property rights; and that the said vendee, its successors and assigns, may on default by the said vendor pay said taxes, and any and all amounts so paid shall be, and are hereby made, a lien on the land for the reimbursement thereof, with interest to said vendee, its successors and assigns, in like manner as if the same were secured by a mortgage duly executed.

THIRD: That so much of said timber and trees as may be remaining on said land, whether standing or fallen, at the expiration of the time, as hereinabove provided and fixed for the cutting and removing, shall immediately revert to and be and become the property of the said vendor, his heirs and assigns.

FOURTH: It is agreed and understood that the vendee, its successors and assigns, shall repair and replace all fences and gates which may be damaged by the cutting and removal of said timber; and, that the vendee, its successors and assigns, shall be reasonable to the vendor for all such damages and any other inflicted upon said property by the vendee, or its agents or servants and any contractor or sub-contractor and their agents and servants, while engaged in the removal of said timber and trees.

WITNESS my hand and seal, this 6th day of November, 1944.

Signed, Sealed and Delivered in the Presence of:

I. M. Fishburne — W. B. Adams (Seal)

Katherine Doar

(Fed. Stamps $9.90)
(S.C. Stamps $18.00)

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

Personally appeared before me I. M. Fishburne and made oath that he was present and saw the above named W. B. Adams sign, seal and deliver the foregoing deed of conveyance; and that he with Katherine Doar witnessed the execution thereof.

Sworn to before me this 6th day of November, 1944.

Katherine M. Doar (LS) — I. M. Fishburne
Notary Public for South Carolina.
(Seal affixed)

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

I, I. M. Fishburne, a Notary Public for South Carolina, do hereby certify unto all it may concern, that Mrs. Bell R. Adams, the wife of the within named W.B. Adams, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Augusta Hardwood Company, its successors and assigns, all her interest and estate, and also her right and claim of dower, of, in and to all and singular the premises within mentioned and released.

Given under my hand and seal this 6th day of November, 1944.

Katherine M. Doar)LS) — Bell R. Adams
Notary Public for South Carolina.
(Seal affixed)

Recorded November 9, 1944 at 10 a.m.

****

Cottageville, S. C.
Colleton County,
For One (1.00) Dollar and consideration named below (6000ft of lumber) , I extend time for cutting and removing timber, as per lease Dated Nov. 6th, 1944, expiring Nov. 6, 1945, to June 6, 1946, with all rights and privilige granted in lease This 2nd , Nov. 1945.
Witness: David Bridge, W. B. Adams, A. R. Dowdle.
For extended time on above described lease, the Augusta Hardwood Company agrees to furnish W. B. Adams with 6000 feet of lumber when timber is cut at no cost to W. B. Adams.
This 2nd , Nov. 1945
Witness:
A. R. Dowdle
A. R. English

AUGUSTA HARDWOOD COMPANY
BY; G. L.Hollveen Agent.

Recorded this the 2nd day of November at 2: P.M. 1945

WARREN CRAEL TO ANGELINE CRAEL

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, WARREN CRAEL

in the State aforesaid for and in consideration of the sum of Four hundred and fifty and no/100 -------- DOLLARS, to me in hand paid at and before the sealing of these presents by Angeline Crael

in the State aforesaid, 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 Angeline Crael, her heirs and assigns,

All that piece, parcel or tract of land lying and being in Sheridan township, county and State aforesaid measuring and containing eight acres more or less and having the following marks and boundaries to wit: being bounded on the North by Highway #65 on the East and South by land of James Marvin Westberry and on the West by lands of Walter Crael.

This being the same tract of land conveyed to me by the heirs of D. F. Crael by deed dated October 14th 1944.

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 Angeline Crael, her Heirs 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 Angeline Crael, her Heirs and Assigns, against me and my Heirs, or anyone lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 9th day of November in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and 69th year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

R. H. Hoff — his Warren X Crael mark (L. S.)

H. H. Jaques (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ 0.55, S. C. Stamps $ 1.00

Personally appeared before me R. H. Hoff and made oath that he saw the within named Warren Crael sign, seal, and as his act and deed, deliver the within written Deed; and that he with H. H. Jaques witnessed the execution thereof.

Sworn to before me, this 9th day of November A. D. 19.44

H. H. Jaques (SEAL) Notary Public for S. C.

R. H. Hoff

THE STATE OF SOUTH CAROLINA, Colleton County. No Dower required

RENUNCIATION OF DOWER

I, _____, a Notary Public for S. C, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named _____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this _____ day of _____, Anno Domini 19____

_____ (SEAL) Notary Public for S. C.

Recorded the above conveyance, this 10th day of November at 10 A.M., 19.44

C C & R. M. C.

404

BENNIE M. CREEL ET AL TO WARREN CREEL

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

We, Bennie M. Creel, Nelle Creel, Joy Bell Creel, and Martha Creel, said surviving heirs of B. F. Creel

in the State aforesaid, in consideration of the sum of Four Hundred Fifty and no/100 ($450.00) ---------- DOLLARS, to us in hand paid at and before the sealing of these presents by Warren Creel

in the State aforesaid, 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 Warren Creel, his heirs and assigns

All our undivided interest in and to:

All that piece, parcel or tract of land containing eifht acres, more or less, in Cottageville School District, County of Colleton, and bounded as follows: On the North by Highway No. 65; On the East by James Marvin Westbury; On the South by James Marvin Westbury and on the West by Major Creel.

This being the same tract of land conveyed to B. F. Creel by Lawrence Creel by deed dated ____ day of _____, and recorded in the Clerk of Courts Office for Colleton County in Book ____, at page _____.

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

Personally appeared before me Lucie Jaques, and made oath that he saw the within named Martha Creel, sign, seal and as her act and deed, deliver the within written Deed for the uses and purposes therein mentioned, and that he with W. M. Jaques, witnessed the execution thereof.

Sworn to before me this 14th day of October, 1944.

W. M. Jaques (L.S.)
Notary Public for South Carolina

TOGETHER with, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Warren Creel, his Heirs and Assigns, forever.

AND I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Warren Creel, his Heirs and Assigns, against me and my Heirs, and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our Hand and Seal, this 14th day of October in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Marguerite S. Kinard — Lucie Jaques

W. M. Rhodes — W. M. Jaques

Bennie M. Creel (L.S.)
Joy Bell Creel (L.S.)
Nelle Creel (L.S.)
Martha Creel (L.S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ 0.55 S.C. Stamps $ 1.00

Personally appeared before me Marguerite S. Kinard and made oath that she saw the within named Bennie M. Creel, Joy Bell Creel and Nelle Creel sign, seal and as their act and deed, deliver the within written Deed; and that She with Waborne M. Rhodes witnessed the execution thereof.

Sworn to before me, this 14th day of October A. D. 1944.
Waborne M. Rhodes (SEAL)
Notary Public for S. C.

Marguerite S. Kinard

THE STATE OF SOUTH CAROLINA, Colleton County.

NO DOWER GRANTORS NOT MARRIED

RENUNCIATION OF DOWER

I, _____, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named _____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this _____ day of _____, Anno Domini 19____.

_____ (SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 10th day of November at 10 A.M., 1944.

C C & R M C

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Hill B. Beach

in the State aforesaid, in consideration of the sum of One hundred ($100.00) DOLLARS, to me in hand paid at and before the sealing of these presents by Vernelle B. Hendrix

in the State aforesaid, 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 Vernelle B. Hendrix, her heirs and assigns

All that tract of land in _____ township and more particularly described as follows, beginning at a point in Highway U. S. 15 217 feet North of O. Carter line running a new interior line with the lands of Hill B. Beach N 70° 00' W 300 feet to a corner thence N 30° 00' E 115 feet to a corner thence S 70° 00' E 300 feet to a stake in the line of the highway, the end of said new line, thence with the line of U. S. highway No. 15 S 30° 00' W 115 feet to the beginning.

This is a part of a tract conveyed to me by Mrs. Maude Fox by deed dated July 17, 1940 and recorded in Book 79 page 117 R. M. C. office, Walterboro, S. C.

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 Vernelle B. Hendrix and her Heirs 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 Vernelle B. Hendrix and her Heirs and Assigns, against myself and my Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 22nd day of September in the year of our Lord one thousand nine hundred and 44 and in the one hundred and 69th year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Fred D. Hendrix — Hill B. Beach (L. S.)

Mrs. H. D. Fox — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ S. C. Stamps $

Personally appeared before me Mrs. H. D. Fox and made oath that she saw the within named Hill B. Beach sign, seal, and as his act and deed, deliver the within written Deed; and that she with Fred D. Hendrix witnessed the execution thereof.

Sworn to before me, this 22nd day of September A. D. 1944

J. H. Frank (SEAL)
(Seal affixed) Notary Public for S. C.

Mrs. H. D. Fox

RENUNCIATION OF DOWER

THE STATE OF SOUTH CAROLINA, Colleton County.

I, J. H. Frank, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. H. B. Beach the wife of the within named Hill B. Beach did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Vernelle B. Hendrix Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 22nd day of September Anno Domini 1944

J. H. Frank (SEAL)
(Seal affixed) Notary Public for S. C.

Mrs. H. B. Beach

Recorded the above conveyance, this 10th day of November at 12 M. 1944

C. C. & R. M. C.

DEEDS

406

J. A. HERNDON TO LOUISE H. BEACH

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

J. A. A. Herndon

in the State aforesaid and for Five and love and affection DOLLARS, to me in hand paid at and before the sealing of these presents by Louise H. Beach

in the State aforesaid and 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 Louise H. Beach

All that piece, parcel or tract of landsituated lying and being in the said State and county aforesaid and measuring and containing (79) acres more or less and is bounded as follows to wit North by lands of H. Coldwell East by lan s of Unida Herndon, and on south by land of Saville Stephens estate and Cummins formerly W. Ulmer, West by Saville Stephens, estate.

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 Louise H. Beach, her Heirs and Assigns, forever.

AND I do hereby bind my Heirs, and Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Louise H. Beach, her Heirs and Assigns, against me and my Heirs and all others lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 10th day of February in the year of our Lord one thousand nine hundred and 44, and in the one hundred and 68 year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

J. W. Breland — J. A. Herndon (L. S.)

Annie Breland — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ S. C. Stamps

Personally appeared before me J. W. Breland and made oath that he saw the within named J. A. Herndon sign, seal, and as his act and deed, deliver the within written Deed; and that he with Annie Breland witnessed the execution thereof.

Sworn to before me, this 28th day of July, A. D. 1944.

J. A. Herndon (SEAL) Notary Public for S. C.

J. W. Breland

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, J. A. Herndon, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Annie A. Herndon the wife of the within named J. A. A. Herndon did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Louise H. Beach her Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 28th day of July, Anno Domini 19 44.

J. A. Herndon (SEAL) Notary Public for S. C. — Annie A. Herndon

Recorded the above conveyance, this 10th day of November at 2:30 P.M., 1944

C. C. & R. M. C.

A. A. HARNDON TO GENEVIEVE HERNDON

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, A. A. Herndon

in the State aforesaid and in consideration of the sum of Five and Love and affection DOLLARS, to me in hand paid at and before the sealing of these presents by Genevelve Herndon

in the State aforesaid and 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 Genevieve Herndon

All that piece parcel or tract of land situated lying and being in the State and county aforesaid, measuring and containing (64) acres more or less, and bounded as follows to wit North by South Carolina Highway No. 64 East by lands of B. A. Herndon South by lands of Lena Davis West by lands of Unide Herndon.

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 Genevieve Herndon, her Heirs and Assigns, forever.

AND I do hereby bind my Heirs, and Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Genevieve Herndon, her Heirs and Assigns, against me and my Heirs, and all others lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 10th day of February in the year of our Lord one thousand nine hundred and 44, and in the one hundred and 69 year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

J. M. Breland — A. A. Herndon (L. S.)

Lenia Breland — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $____ S. C. Stamps $____

Personally appeared before me J. M. Breland and made oath that he saw the within named A. A. Herndon sign, seal and as his act and deed, deliver the within written Deed; and that he with Lenia Breland witnessed the execution thereof.

Sworn to before me, this 25th day of Feby. A. D. 1944

B. A. Herndon (SEAL)
Notary Public for S. C.

J. M. Breland

RENUNCIATION OF DOWER

THE STATE OF SOUTH CAROLINA, Colleton County.

I, B. A. Herndon, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Annie A. Herndon the wife of the within named A. A. Herndon did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Genevieve Herndon, her Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 25th day of Feby. Anno Domini 1944

B. A. Herndon (SEAL)
Notary Public for S. C.

Annie A. Herndon

Recorded the above conveyance, this 10th day of November at 2:30 P.M., 1944

C.C.&R.M.C.

DEEDS

For Corrective Deed, See Deed Book 527, at Page 108.

A. A. HERNDON TO UNIDA HERNDON

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, A. A. Herndon

in the State aforesaid, and for love and affection in consideration of the sum of DOLLARS, to me in hand paid at and before the sealing of these presents by Unida Herndon

in the State aforesaid, and 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 Unida Herndon

All that piece parcel or tract of land lying and being in the State andcounty aforesaid and measuring and containing (58) acres more or less and is bounded as follows to wit on the North by H. Cagldwell and South Carolina Highway No. 64. On East by lands of Genevieve Herndon South by land of Louise H. Beach and West by lands of Lena Davis.

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 Unida Herndon Heirs and Assigns, forever.

AND I do hereby bind my Heirs, and Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Unida Herndon, her Heirs and Assigns, against me and my Heirs, and all others lawfully claiming, or to claim the same, or any part thereof.

WITNESS My Hand and Seal, this 10th day of February in the year of our Lord one thousand nine hundred and 44, and in the one hundred and 69 year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

A. A. Ureland — A. A. Herndon (L. S.)

Lewis Ureland (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ S. C. Stamps $

Personally appeared before me J. H. Ureland and made oath that he saw the within named A. A. Herndon sign, seal, and as his act and deed, deliver the within written Deed; and that he with Lewis Ureland witnessed the execution thereof.

Sworn to before me, this 26th day of Feby. A. D. 1944

A. A. Herndon (SEAL) Notary Public for S. C.

J. H. Ureland

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, A. A. Herndon a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Annie A. Herndon the wife of the within named A. A. Herndon did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Unida Herndon, her Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 28th day of Feby Anno Domini 1944

A. A. Herndon (SEAL) Notary Public for S. C. — Annie A. Herndon

Recorded the above conveyance, this 10th day of November at 2:30 P.M. 1944

C C & R M C

HENRY A. MCKINNON ET AL. TRUSTEES, TO J. J. MCROBERTS

For release see Deed Book 100 Page 447.

OIL AND GAS LEASE

Producers 88 Sp. T. O. F. Rev.

AGREEMENT, Made and entered into this 11th day of July 19 44
by and between Henry A. McKinnon and C. A. Deman, Trustees for W. L. McLeod and others
Address- C. A. Deman, Trustee Seahurst Farm Trust, Laurinburg, N. C.

party of the first part, hereinafter called lessor (whether one or more) and J. J. McRoberts

party of the second part, hereinafter called lessee.

WITNESSETH, That the lessor, for and in consideration of Ten and O V C DOLLARS
($ 10.00) cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said lessee, its successors and assigns, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casing-head gas, casing-head gasoline, with rights of way and easements for laying pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, ponds and roadways and fixtures for producing, treating and caring for such products and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land, on said land for the production of oil, gas, casing-head gas, casing-head gasoline, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the
County of Charleston & Colleton, State of South Carolina, and bounded as follows, to-wit:
On the North by lands of
On the East by lands of
On the South by lands of
On the West by lands of
Containing ----3405----- acres, more or less, and being the same land conveyed to lessor by
Prospect Realty Corporation
Florence Dillon Whitney

Prospect Realty Corporation deed dated March 13, 1943, recorded in Deed Book K-42 Page 726
Florence Dillon Whitney deed dated May 11, 1943, recorded in Deed Book T-43 Page 333
deed dated, recorded in Deed Book Page
deed dated, recorded in Deed Book Page
County Clerk's Office.

It being intended hereby to include herein all lands and interests there' contiguous to or appurtenant to said described lands owned or claimed by lessor. For rental payment purposes said leased lands shall be deemed to contain -----3405----- acres.

It is agreed that this lease shall remain in force for a term of ten (10) Ten years from this date and as long thereafter as oil, gas, casing-head gas, casing-head gasoline or any of them is produced from said leased premises or operations for drilling are continued as hereinafter provided.

In consideration of the premises, the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. To pay lessor one-eighth, at the market price at the well for the gas so used, for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casing-head gas, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay to or tender to the lessor or to the lessor's credit in the The State Bank Bank at Laurinburg, North Carolina, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of $840.50 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In a like manner and upon like payment or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date.

Should the first well be drilled on the above described land be dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payments of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of lessor.

No well shall be drilled nearer than 200 feet to the house or barn on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the lessee shall commence to drill a well within the terms of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil and gas, or either of them be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein, first mentioned.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rental or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned, as to a part or parts of the above described lands and the assignee or assignees of such parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignees thereof shall make due payment of said rental.

If the leased premises are now, or shall hereafter be, owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among, and paid to, such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage: Provided, however, if the leased premises consist of two or more non-abutting tracts, this paragraph shall apply separately to each such non-abutting tract, and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease, this paragraph shall be inoperative as to such portion so consolidated.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof, unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgment of the lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises, such pooling to be into a unit or units not exceeding 40 acres each, except that in cases where it may be necessary or convenient to conform a unit to survey subdivisions such unit may contain not to exceed 41 acres. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of this acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Provided, lessee shall be under no obligation whatsoever, express or implied, to drill more than one well to each unitized tract, regardless of when, where or by whom offset wells may be drilled.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor, shall be deducted from any amounts of money which may become due the lessor under the terms of this lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, insofar as said right of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank: due notice of the deposit of such rental to be mailed to the lessor at last known post office address.

All express or implied covenants of this lease shall be subject to all Federal and State Laws and to all executive orders, rules or regulations of State and Federal authorities and this lease shall not be terminated, in whole or in part, nor lessee held liable for any failure to perform thereunder if such failure is due to or is the result of any such law, order, rule or regulation.

IN WITNESS WHEREOF WE SIGN, this the 24th day of July 19 44

Signed, sealed and delivered in the presence of:

Signatures of Lessor					
R. E. Van Eman	(SEAL)	Sarah Grantham	(SEAL)	Henry A. McKinnon	(SEAL)
Evelyn L. Hontz	(SEAL)	R. E. Van Eman	(SEAL)	As Trustee	(SEAL)
As to J. J. McRoberts	(SEAL)	As to Henry A. McKinnon	(SEAL)	C. A. Deman	(SEAL)
Lucy G. McMillan	(SEAL)		(SEAL)	As Trustee	(SEAL)
J. H. Muse	(SEAL)		(SEAL)	Signature of Lessee	(SEAL)
As to C. A. Deman				J. J. McRoberts	(SEAL)

SEE NEXT PAGE

FIRST TRACT: Known as the Prospect Hill Plantation, situate, lying and being partly in Charleston County andpartly in Colleton County, State of South Carolina, consisting of several tracts heretofore known respectively as Prospect Hill, Rosemont and Oakhurst Plantations together with Prospect Hill Island and Oakhurst Island, containing 5041 acres more or less, and described and bounded as follows:

PROSPECT HILL, ROSEMONT, OAKHURST PLANTATIONS, containing 4706 acres more or less, all in Charleston County, South Carolina, bounded on the North by Penny Creek, Canal Bank and various owners; on the East by the lands of Micah Jenkins and others; on the South by lands formerly owned by Florence Dillon Whitney and now owned by the lessors; and on the West by the Edisto River.

PROSPECT HILL ISLAND AND OAKHURST ISLAND, containing 335 acres more or less, all in Colleton County, South Carolina, lying immediately East of the southern portion of the property above described, and being bounded on the East by the Edisto River and on the other sides by creeks out of the Edisto River.

THE LESSORS HEREIN RESERVE AND EXCEPT FROM THE ABOVE DESCRIBED LANDS the lands on which are located the residences, other buildings and surrounding grounds estimated to contain 400 acres more or less, and bounded as follows: On the North by the north edge of the cultivated lands lying north of the Ruffs house; on the East by the Parker's Ferry Road; on the South by the Whitney lands, now owned by the lessors, and lands of Minnie F. Allston; on the West by the Edisto River.

SECOND TRACT: Known as New Hope Tract and formerly owned by Franklyn L. Hutton, situated in St. Paul's Parish, Charleston County, South Carolina, containing 2,047 acres more or less, and bounded as follows: On the North by the Atlantic Coast Line Railroad; on the East by the Yonges Island Branch of the Atlantic Coast Line Railroad; on the South by lands owned by various colored owners, J. S. Stevens, J. W. Newton and others, and U. S. Highway No. 17; on the West by lands of Beard, Dorothy F. Harris, West Virginia Pulp and Paper Company and others.

All of the above described first and second tracts being the same lands conveyed to the lessors by Prospect Realty Corporation by deed dated March 13, 1943, recorded in R.M.C. Office, Charleston, South Carolina, in Deed Book K-42, page 726.

THIRD TRACT: Known as Willtown Bluff Plantation, formerly owned by Florence Dillon Whitney, situated in St. Paul's Parish, Charleston County, South Carolina, as shown on a plat recorded in R.M.C. Office for Charleston County in Plat Book F, page 153, and containing 1775 acres more or less, and bounded as follows, on the North by Prospect Hill Plantation now owned by the lessors; on the East by "Cedar Grove" (Estate of Rhett) and others; on the South by the Seaboard Air Line Railway; and on the West by the Edisto River and lands of Minnie F. Allston.

THE LESSORS HEREIN RESERVE AND EXCEPT FROM THE ABOVE DESCRIBED LANDS the lands on which are located the residences, other buildings and surrounding grounds, containing 50 acres more or less, and bounded as follows: On the North by Prospect Hill Plantation (Oakhurst), now owned by the lessors; on the East by the Rock Spring Road; on the South by the Willtown Road; and on the West by the lands of Minnie F. Allston.

The above described third tract being the same lands conveyed to the lessors by Florence Dillon Whitney by deed dated May 11, 1943, recorded in R. M. C. Office, Charleston, South Carolina, in Deed Book T-43, page 333.

C. S. Bailey, Trustee
Henry A. McKinnon, Trustee

THE STATE OF NORTH CAROLINA
ROBESON COUNTY.

PERSONALLY appeared before me Sarah Grantham and made oath that she saw the within named Henry A. McKinnon, Trustee sign, seal and as his act and deed, deliver the within written Deed; and that she with E. S. Van Amon witnessed the execution thereof.

Sworn to before me, this 24th day of July A. D. 1944.

Ruth Davis (SEAL)
Notary Public for N. C.
My commission expires April 20, 1946

Sarah Grantham

(OVER)

409A

SEE NEXT PAGE

THE STATE OF NORTH CAROLINA,
SCOTLAND COUNTY.

PERSONALLY appeared before me J. H. Muse and made oath that he saw the within named C. E. Benson sign, seal and as his act and deed, deliver the within written Deed; and that he with Lucy G. McMillan witnessed the execution thereof.

Sworn to before me, this 24th day of July A. D. 1944.

Jessie Wiggs Middleton (SEAL) J. H. Muse
Notary Public for N. C.
My commission expires Oct. 9, 1944

Recorded November 10, 1944 at 3:30 P.M.

BOOK 88

DEEDS

410

THE STATE OF SOUTH CAROLINA,
Dorchester County.

PERSONALLY appeared before me A. A. Van Aman and made oath that he saw the within named J. J. McRoberts sign, seal and as his act and deed, deliver the within written Deed; and that he with Evelyn L. Huntz witnessed the execution thereof.

SWORN to before me, this 24th day of July A. D. 1944

C. Lora Rumpel (SEAL) A. A. Van Aman
(Seal affixed)
My comission exists during the pleasure of the Governor.

THE STATE OF SOUTH CAROLINA,
Dorchester County.

RENUNCIATION OF DOWER

I, A. M. Montmorenland do hereby certify unto all whom it may concern, that Mrs. Pearl F. McRoberts the wife of the within named J. J. McRoberts 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 Sinclair Wyoming Oil Company its 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 24th day of July Anno Domini 1944

A. M. Montmorenland (SEAL) Pearl F. McRoberts
(Seal affixed) Notary Public for S. C.

Assignment

For and in consideration of One Dollar cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, I/We hereby transfer and assign to Sinclair Wyoming Oil Company, its successors or assigns the within lease.

Given under my hand this 24th day of July A. D. 1944

Signed, sealed and delivered in the presence of

A. A. Van Aman — J. J. McRoberts (Seal)

A. A. Dunn — (Seal)

THE STATE OF SOUTH CAROLINA,
Dorchester County.

PERSONALLY appeared before me A. A. Van Aman and made oath that he saw the within named J. J. McRoberts sign, seal and as his act and deed, deliver the within written Deed; and that he with A. A. Dunn witnessed the execution thereof.

SWORN to before me, this 24th day of July A. D. 1944

C. Lora Rumpel (SEAL) A. A. Van Aman
(Seal affixed)
My comission exists during the pleasure of the Governor

SOUTH CAROLINA:

In the _____ Office of the _____ of the County of _____, the _____ day of _____, 19____, this agreement of lease from _____ to _____ was, with the certificate of acknowledgment thereof thereto annexed, received by me in my said office this day and admitted to record at _____ M. Teste: _____
Clerk of Court or Register of Deeds.

Received _____, 19____, at _____ M. and admitted to record in Deed Book No. _____ page _____, one of the Land Records of _____ County, South Carolina.

State tax $ _____ Teste: _____
Clerk of Court or Register of Deeds.

Land transfer $ _____
Recording fee $ _____

_____
Clerk of Court or Register of Deeds.

Filed 10th day of November A. D. 1944 at 3:30 P. M. o'clock _____ M. and recorded in Book _____ Page _____, Fee, $ _____

_____
R. M. C. or Clerk Court C. P. & G. S.
_____ County, S. C.

Recorded this 10 th day of December, 1944 in Book _____ Page _____
Fee, $ _____
_____ Auditor
_____ County, S. C.

BOOK 88

411

C. A. CROSBY TO O. C. SEIGLER

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, C. A. CROSBY

in the State aforesaid in consideration of the sum of eleven hundred and no/100 ($1100.00) DOLLARS, to me in hand paid at and before the sealing of these presents by O. C. Seigler in the State aforesaid 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 O. C. Seigler, his heirs and assigns:

All that certain piece, parcel or tract of land situate, lying and being in the County of Colleton and State aforesaid, in Verdier Township on the Givhans Ferry Road about Two and One-half miles from the town of Walterboro, containing in the whole, Sixty-six (66) acres, more or less, butting and bounded on the North by lands formerly of J. J. Colson, now Joe Koger; East by lands formerly of Mrs. J. J. Colson, J. M. Colson and Isaac Sauls, now Bonnie Colson and Rob Carter; South by lands formerly of James S. Craven now Sallie Craven; and West by Public Highway leading from Walterboro to Givhans Ferry. All of which will more fully appear by reference to plat of same made by A. J. Lemacks, Surveyor, of date September 8, 1899.

The lands herein conveyed being the same conveyed to C. A. Crosby by David Blocker by Deed dated December 14, 1911, recorded in Book 37 at Page 467 in the R.M.C. office for Colleton County.

TOGETHER with, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said O. C. Seigler Heirs 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 O. C. Seigler Heirs and Assigns, against me and my Heirs, and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 11th day of November in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and sixty ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Sue Messing — C. A. Crosby (L. S.)

I. A. Snook — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $1.65
S. C. Stamps $3.30

Personally appeared before me Sue Messing and made oath that she saw the within named C. A. Crosby sign, seal, and as his act and deed, deliver the within written Deed; and that she with I. A. Snook witnessed the execution thereof.

Sworn to before me, this 11th day of November A. D. 1944

I. A. Snook (SEAL)
Notary Public for S. C.

Sue Messing

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, I. A. Snook, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Minnie M. Crosby the wife of the within named C. A. Crosby did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named O. C. Seigler, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 11th day of November, Anno Domini 1944

I. A. Snook (SEAL)
Notary Public for S. C.

Minnie M. Crosby

Recorded the above conveyance, this 11th day of November at 11 A.M. 1944

C C & R M C

DEEDS

412

HUGO CRAVEN TO PARKER HIOTT

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Hugo Craven

in the State aforesaid, in consideration of the sum of One Hundred and no/100 ($100.00) --------- DOLLARS, to me in hand paid at and before the sealing of these presents by Parker Hiott

in the State aforesaid, 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 Parker Hiott, his heirs and assigns

A tract of land in Colleton County, South Carolina, measuring and containing two acres, more or less with boundaries as follows to wit: On the North by the lands of Albert Rye; On the South by the lands of Hugo Craven; On the East by the lands of Hugo Craven and on the West by the lands of Lena Bishop.

This being part of a tract of land purchased by Hugo Craven from Albert Rye in deed dated April ____, 1943. Said deed being recorded in the Clerk of Courts Office for Colleton County in Book 8C, at page 401.

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 Parker Hiott, his Heirs and Assigns, forever.

AND I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Parker Hiott, his Heirs and Assigns, against me and my Heirs and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 21st day of May in the year of our Lord one thousand nine hundred and forty-three, and in the one hundred and sixty-seventh year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Marguerite Strickland — Hugo Craven (L. S.)

O. H. Rhodes — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $ ____
S. C. Stamps $ ____

Personally appeared before me Marguerite Strickland and made oath that she saw the within named Hugo Craven sign, seal and as his act and deed, deliver the within written Deed; and that she with O. H. Rhodes witnessed the execution thereof.

Sworn to before me, this 21st day of May A. D. 1943.

Osborne H. Rhodes (SEAL)
(Seal affixed) Notary Public for S. C.

Marguerite Strickland

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, NO LABEL UNABLE TO READ, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. ____ the wife of the within named ____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named ____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this ____ day of ____, Anno Domini 19____

____ (SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 11th day of November at 2:45 P.M., 19 43

C. C. & R. M. C.

Form 88 IRENE G. BENTON TO W. O. BURRAGE Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this -- day of October, 1944, between Irene G. Benton (a widow)

Postoffice Walterboro, S. C. hereinafter called Lessor (whether one or more), and W. O. Burrage hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of Nine and 75/100 ------ Dollars ($9.75), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigation, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to Lessor; said land being situated in Colleton County, State of South Carolina, and described as follows:

Bounded on the North by land of C. M. Nettles
Bounded on the East by land of H. S. Price
Bounded on the South by State Highway #63
Bounded on the West by land of Robert Bruland

(It is the intention of the above description to cover all land owned by Ee in Colleton County, South Carolina, whether the same be correctly described above or not.)

containing 195 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or his assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of ten cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (⅛) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (⅛) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty on purchased during the preceding month.

414

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (⅛) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to The Bank of Walterboro Bank of Walterboro, S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operation to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessor, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Cora Varn — Irene G. Benton (L. S.)

Jeanne Gray — (L. S.)

— (L. S.)

— (L. S.)

STATE OF SOUTH CAROLINA,

County of Colleton

Personally appeared before me Jeanne Gray

and made oath that he saw the within named Irene G. Benton

sign, seal and as her act and deed deliver the within written Lease; and that he with Cora Varn witnessed the execution thereof.

SWORN to before me this 12th day of October A. D. 1944.

Cora Varn (L. S.)
(Seal affixed) Notary Public for S. C.

Jeanne Gray

STATE OF SOUTH CAROLINA,

County of

RENUNCIATION OF DOWER

I, , do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this day of A. D. 19.....

Notary Public for S. C. (L. S.)

Recorded 12th day of November 1944 at 10 A. M. which

Form 88 J. E. BENTON ET AL TO W. O. BURRAGE Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 19th day of October 19 44 between

J. E. Benton, Individually and as Attorney-in-Fact for Irene G. Benton, Helen Benton, Darrell Benton, G. A. Benton, Merle Benton and Hazel Culbreth

Postoffice Walterboro, South Carolina hereinafter called Lessor

(whether one or more), and W. O. Burrage hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of Forty five and 75/100 ------

Dollars ($ 45.75), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessee's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to Lessor; said land being situated in Colleton County, State of South Carolina, and described as follows:

First Tract. Being 271 acres, more or less, bounded as follows.
Bounded on the North by land of W. B. Nettles,
Bounded on the East by land of B. Savage
Bounded on the South by land of Mrs. E. L. Bailey
Bounded on the West by the County road.

Second Tract. Being 264 acres, more or less, bounded as follows.
Bounded on the North by land of H. K. Blocker
Bounded on the East by land of H. S. Price
Bounded on the South by land of H. S. Price
Bounded on the West by land of D. B. Benton

Third Tract. Being 380 acres, more or less, bounded as follows.
Bounded on the North by land of the Est. of J. M. Benton
Bounded on the East by land of Robert Freland and land of W. D. Nettles.
Bounded on the South by land of Oscar Priester
Bounded on the West by land of W. J. Elmer.

(It is the intention of the above descriptions to cover all lands owned by us in Colleton County, South Carolina, whether the same be correctly described above or not.)

containing 915 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of ten cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessee, or any one or more of them, at the above postoffice address, or to The Bank of Walterboro Bank of Walterboro, S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operations to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessor, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

A. S. McClamury — J. A. Benton Individually and as (L.S.)
Cora Varn — Attorney-in-fact for Irene G. Benton, (L.S.)
Helen Benton, Correll Benton, G. A. (L.S.)
Benton, Merle Benton and Hazel Culbreth (L.S.)

STATE OF SOUTH CAROLINA,
County of Colleton

Personally appeared before me A. S. McClamury and made oath that he saw the within named J. A. Benton, (Individually and as Attorney in Fact.) sign, seal and as his act and deed deliver the within written Lease; and that he with Cora Varn witnessed the execution thereof.

SWORN to before me this 9th day of November, A. D. 1944
Cora Varn
Notary Public for S. C. (L.S.)

A. S. McClamury

STATE OF SOUTH CAROLINA,
County of

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this day of A. D. 19
Notary Public for S. C. (L.S.)

Recorded 13th day of November at 10 A.M. 1944 at o'clock.

Form 88 J. E. KINARD ET AL TO W. G. BURRAGE Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this -- day of November, 19 44, between

J. E. Kinard and wife Dana Kinard and George T. Kinard, (a single man)

Postoffice R.F.D. #4 Walterboro, South Carolina, hereinafter called Lessor

(whether one or more), and W. G. Burrage, hereinafter called Lessee;

WITNESSETH:

FIRST: Lessor, in consideration of Eight and 75/100 ------

Dollars ($ 8.75), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to

Lessor: said land being situated in Colleton County, State of South Carolina, and described as follows:

FIRST TRACT: Being 116 acres, more or less, bounded as follows.
On the North by land of B. L. Ulmer. On the East by land of Geo. T. Kinard.
On the South by land of J. M. Kinard. On the West by land of Oscar Priester.

SECOND TRACT: Being 60 acres, more or less, bounded as follows.
On the North by land of B. L. Ulmer. On the East by land of Oscar Priester.
On the South by land of J. M. Kinard. On the West by land of J. E. Kinard

(It isthe intention of the above descriptions to cover all land owned by us in Colleton County, South Carolina, whether the same be correctly described above or not.)

containing 176 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom,

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of ten cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, as required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage accruing prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to Bank of Walterboro Bank of Walterboro, S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now is or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operations to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessor, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Hoyt A. Hole — J. B. Alnard (L. S.)

A. D. McClamery — Mrs. Dana Alnard (L. S.)

George T. Alnard (L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,

County of Colleton

Personally appeared before me A. D. McClamery

and made oath that he saw the within named J. B. Alnard and George T. Alnard sign, seal and as their act and deed deliver the within written Lease; and that he with Hoyt A. Hole witnessed the execution thereof.

SWORN to before me this 11th day of November A. D. 1944.

Lora Varn (L. S.) Notary Public for S. C.

A. D. McClamery

STATE OF SOUTH CAROLINA,

County of Colleton

RENUNCIATION OF DOWER

I, Lora Varn, a Notary Public do hereby certify unto all whom it may concern, that Mrs. Dana Alnard the wife of the within named J. B. Alnard 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 A. D. McClamery 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 11th day of November A. D. 1944.

Lora Varn (L. S.) Notary Public for S. C.

Mrs. Dana Alnard

Recorded 13th day of November 1944 at 10 A.M. o'clock

Form 88 J. M. KINARD ET AL TO W. O. BURROUGHS Lease No.

Oil and Gas Lease

AGREEMENT, Made and dated this 26th day of September A. D. 44 between

J. M. Kinard and wife Viola Kinard and Mitchell Kinard

Postoffice R.F.D. #4 Walterboro, S. C. hereinafter called Lessor

(whether one or more), and W. O. Burroughs hereinafter called Lessee:

WITNESSETH:

FIRST: Lessor, in consideration of eight and 35/100 ..... Dollars ($ 8.35), and agreements of Lessee stipulated herein, hereby GRANTS and LEASES, exclusively, to Lessee the hereinafter described land for the sole and only purpose of investigating, prospecting, drilling and operating for and producing minerals of all kinds, including oil and gas, thereon and therefrom, together with free rights of easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, houses for employees and all other things necessary in said investigation, development and operation, with the right for such purposes to free use of oil, gas and water on said lands (but not from Lessor's water wells or tanks), and with the right of removing all of same at any time, and the right without charge to return said premises in its then condition to

Lessor; said land being situated in Colleton County, State of South Carolina, and described as follows:

Bounded on the North by land of J. S. Kinard
Bounded on the East by land of O. J. Priester and land of B. L. Lyons
Bounded on the South by land of B. L. Lyons
Bounded on the West by land of S. Nettles.

(It is the intention of the above description to cover all land owned by Main Colleton County, S. C. whether the same be correctly described above or not.)

containing 167 acres, more or less.

SECOND: This lease shall remain in force for ten (10) years from date hereof, hereinafter called the primary term, and as long thereafter as development, drilling or reworking operations are conducted on said land, and/or as long as any of said minerals is produced therefrom.

THIRD: If no well be commenced on said land on or before twelve (12) months from date hereof, Lessee and/or its assignees, if any, shall on or before said date pay or tender to the Lessor, in the manner hereinafter provided, the sum of ten cents per acre, of the acreage held by each, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments, or tenders, commencement of a well may be further deferred for like periods of the same number of months successively; provided Lessee and assignees of the whole or any part thereof, shall be obligated to pay the rentals on only the portions of the above mentioned lands unsurrendered on the date of the accrual thereof, and on only the acreage held by each.

If, during the primary term hereof, in the absence of production on the lease, any well drilled thereon be a dry hole, then if operations for the drilling of another well are not commenced on said land within twelve (12) months after the first occurring rental date after said completion, lessee and/or assigns shall on the expiration of said twelve (12) months, resume the payment of rentals in the same manner as hereinabove provided; but during drilling of any well on any portion of this lease no rental shall be payable on any part of the lease, until the expiration of twelve (12) months from the first occurring rental date after the completion thereof, as a dry hole, and then only if operations for drilling another well are not commenced by said time and drilling on any portion shall inure to the benefit of the owners of the lease, and of any and all portions thereof; and it is agreed that on the resumption of rental payments, as above provided, the provisions above set forth for the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments; and in like manner further developments may be postponed after the cessation of production, if any, on this lease.

FOURTH: Beginning on any annual rental date during or after the primary term hereof Lessee and/or assignees of the whole or any part hereof, separately, shall have the option at any and all times, after it may be determined in any lawful manner that additional development is required on any of the lands covered hereby, to pay the annual rentals hereinabove provided from the first occurring rental date after written demand was made on the portions hereof held by each of said parties, so required to develop which shall be in lieu of any further development of said portions during the period for which said rentals are paid, and said option shall continue from year to year during the entire life hereof.

FIFTH: Should it be determined, in any lawful manner, after demand in writing by Lessor and/or assigns, that any Lessee and/or assigns is obligated to protect any portion of the land, covered by this lease, against drainage, then such Lessee and/or assigns shall have the option in lieu of drilling an offset well or wells, to thereafter pay to Lessor and/or assigns, the royalty herein stipulated on one-eighth (1/8) of the oil and/or gas produced from the draining well or wells, after said demand, until an offset well is begun, and no claim can be made for drainage occurring prior to such demand or against owners of other portions of this lease.

SIXTH: Lessee to deliver to credit of Lessor as royalty, free of cost, in the pipe lines to which said wells are connected, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, which is hereby reserved to lessor in place; or, at Lessee's election, to purchase from Lessor such royalty at the market price prevailing at the time the oil is run into the pipe line or storage tanks; in which event, settlement and payment shall be made by Lessee on the 15th day of each month for the royalty so purchased during the preceding month.

420

SEVENTH: Lessee to pay Lessor the market value, in its natural state, at the mouth of the well, of one-eighth (1/8) of all gas, wet, dry, natural and casinghead, when same is being manufactured, treated, marketed or used, other than for the development of the premises.

EIGHTH: Lessee to deliver to Lessor where produced one-tenth (1/10) part of all minerals, other than oil and gas, produced and saved from said leased premises which is hereby reserved to Lessor in place; or, at the option of Lessee, to purchase from Lessor such royalty at the market value thereof. Payment to be made on the 15th of each month to cover the previous month.

NINTH: Payment due hereunder may be made by Lessee's check mailed, postage prepaid, on or before the day such payment is due to Lessor, or any one or more of them, at the above postoffice address, or to The Bank of Walterboro Bank of Walterboro, S. C. for deposit to Lessor's credit, and Lessor, effective for the full term of this lease, hereby makes and constitutes said Bank, or its successors, his agent to accept all payments due hereunder, and same shall continue as the depository hereof during the life of this lease, regardless of changes in the ownership of said land, rentals or royalties. Should said depository, for any reason and without a successor, cease to do business, a failure to make any payment due hereunder shall not cause interest to accrue thereon or in anywise affect the right of Lessee and assigns hereunder.

No change in the ownership of said land, rentals or royalties shall affect or bind Lessee until the purchasers thereof shall exhibit to Lessee the original recorded instrument of conveyance, or furnish to Lessee a duly certified copy thereof. Such evidence of ownership must be supplied at least sixty (60) days before the next succeeding rental falls due and before the same shall have been paid to original Lessor or assigns, otherwise, payment of rentals to the purchaser's predecessor in title or assigns shall bind said purchaser. Provided, if such purchase covers only a part of the acreage herein described or an undivided interest therein, then Lessee, at its election, may continue to pay the entire rental or royalty to the purchaser's predecessor in title.

TENTH: Should suit be brought involving the ownership of rentals or royalties accruing hereunder, or to foreclose a lien or charge against the fee to said land, rentals or royalties, then all payments accruing hereunder shall be suspended until the final determination of such suit; provided, also, if said land now in or hereafter becomes subject to delinquent taxes, liens of whatsoever nature, or other charges, which if unpaid might defeat Lessee's title under this lease, Lessee, at its election, may pay the same or any part thereof with all costs and penalties connected therewith, and for moneys so expended shall have a lien on said land; or Lessee, at its election, may deduct such expenditures from any rentals or royalties due or that may become due hereunder, and Lessee may pay any rentals or royalties on any liens, taxes or other charges against said lands.

Provided, also, should suit be brought involving the validity of this lease, or the base title of Lessor to the land and/or minerals hereby leased, no rentals shall accrue and no royalties or rentals shall be payable to Lessor during the pendency thereof, and time shall be suspended and same shall not run during the pendency of said suit as against the term provided for in this lease.

ELEVENTH: If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

TWELFTH: When it is necessary for purposes of cultivation and is requested by Lessor before they are laid, Lessee shall bury all pipe lines below plow depth.

THIRTEENTH: No well shall be drilled nearer than two hundred (200) feet to the house or barn located on said premises on the date of the execution hereof, without the consent of owner.

FOURTEENTH: Lessee shall pay for damages caused by its operation to growing crops on said land.

FIFTEENTH: Lessee and assigns may assign this lease in whole or in part and thereafter be relieved of all primary and future obligations arising hereunder, as to the portion assigned.

SIXTEENTH: Lessee and assigns shall have the right at any time, on the tender of payment of Ten Dollars ($10.00) to Lessor and assigns, or any of them, to surrender this lease in whole or in part in the name of Lessor, and assigns, or any of them, for the benefit of all parties, and all payments and liabilities thereafter to accrue under and by virtue of its terms, as to the portion released, shall cease and terminate. Said tender of payment may be made in the depository herein named, or by mailing to last known address of Lessor and/or assigns, and surrender may be delivered by filing same for record in the county where said land is situated.

SEVENTEENTH: The obligations hereinabove mentioned, as well as all implied obligations hereunder, are to be understood as covenants and not conditions, or limitations, and the breach of same, in whole or in part, will not work a forfeiture, abandonment or termination of this lease, or cause a termination or reversion of the estate created by this lease, except those specifically required hereinabove to extend the primary term hereof. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

EIGHTEENTH: The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Cora Varn — J. H. Kinard (L. S.)

A. W. McGlamery — Viola Kinard (L. S.)

— Mitchell Kinard (L. S.)

— (L. S.)

STATE OF SOUTH CAROLINA,

County of Colleton

Personally appeared before me L. G. Murrage

and made oath that he saw the within named J. H. Kinard & wife Viola Kinard and Mitchell Kinard

sign, seal and as their act and deed deliver the within written Lease; and that he with Cora Varn

witnessed the execution thereof.

SWORN to before me this 11th day of November A. D. 1944

Cora Varn (L. S.)
Notary Public for S. C.

A. W. McGlamery

STATE OF SOUTH CAROLINA,

County of

RENUNCIATION OF DOWER

I, , do hereby certify unto all whom it may concern, that

Mrs. the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this day of A. D. 19

(L. S.)
Notary Public for S. C.

Recorded 13th day of November 1944, at 10 A.M. o'clock.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That J. E. Benton, Individually and as Attorney-in-Fact for Irene G. Benton, Helen Benton, Darrell Benton, G. A. Benton, Merle Benton and Hazel Culbreth

of Colleton 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 hundred thirty seven and 25/100 ---- ($ 137.25) Dollars, paid by A. B. McClamery, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-half (1/2) 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:

First Tract. Bein: 271 acres, more or less, bounded as follows, Bounded on the North by land of W. D. Bettles, Bounded on the East by land of S. Savage, Bounded on the South by land of Mrs. S. L. Bailey, Bounded on the West by the County road.

Second Tract. Being 204 acres, more or less, bounded as follows. Bounded on the North by land of H. K. Blocker, Bounded on the East by land of H. S. Price, Bounded on the South by land of H. S. Price, Bounded on the West by land of D. B. Benton;

Third Tract. Being 380 acres, more or less, bounded as follows. Bounded on the North by land of the Est, of J. M. Benton, Bounded on the East by land of Robert Breland and land of W. D. Bettles, Bounded on the South by land of Oscar Priester, Bounded on the West by land of S. J. Ulmer.

Containing a total of 91b acres, more or less

(It is the intention of the above descriptions to cover all lands owned by us in Colleton County, South Carolina, whether the same be correctly described above or not.)

For transfer see Deed Book 103 Page 125

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor this 12th day of October, 1944

Signed, Sealed and Delivered in the Presence of:

Witnesses:

W. D. Burrans

Cora Vern

J. E. Benton, Individually, and as attorney-in-fact for Irene G. Benton, Helen Benton, Darrell Benton, G. A. Benton, Merle Benton and Hazel Culbreth

428

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me W. G. Burrage

and made oath that he saw the within named J. E. Benton (Individually and as Attorney in Fact

sign, seal, and as his act and deed, deliver the within written mineral right

and royalty transfer and that he

with Cora Varn

witnessed the execution thereof.

SWORN to before me, this 9th
day of November, A. D. 1944

Cora Varn (SEAL)

Notary Public for S. C.

W. G. Burrage

THE STATE OF SOUTH CAROLINA,
County.

RENUNCIATION OF DOWER

I,

do hereby certify unto all whom it may concern, that Mrs.

the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

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 day of Anno Domini 19

(SEAL)

Notary Public for

Recorded November 13, 1944 at 10 A.M.

#23

IRENE G. BENTON (a widow) TO A. B. MCCLENNEY

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That Irene G. Benton (a widow)

of Colleton 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 Tranty nine and 25/100 ($ 29.25) Dollars, paid by A. B. McClenney, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-half (1/2) 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:

Being 195 acres of land more or less, and bounded asfollows,

On the North by land of C. M. Kettles
On the East by land of H. S. Price
On the South by State Highway #63
On the West by land of Robert Breland

(It is the intention of the above description to cover all lands owned by me in Colleton County, South Carolina, whether the same be correctly described above or not.)

For transfer See Deed Book 103 Page 125.

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor this 12th day of October, 1944

Signed, Sealed and Delivered in the Presence of:

Witnesses:

Irene G. Benton

Jeanne Gray

Cora Varn
(Seal affixed)

424

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me Jeanne Gray and made oath that she saw the within named Irene J. Gunton sign, seal, and as her act and deed, deliver the within written mineral right and royalty transfer and that she with Cora Varn witnessed the execution thereof.

SWORN to before me, this 18th day of October, A. D. 1944

Cora Varn (SEAL)
(Seal affixed)
Notary Public for S. C.

Jeanne Gray

THE STATE OF SOUTH CAROLINA,
County.

RENUNCIATION OF DOWER

I,

do hereby certify unto all whom it may concern, that Mrs.

the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

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 day of Anno Domini 19

(SEAL)

Notary Public for

Recorded November 13, 1944 at 10 A.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That J. M. Kinard and wife Viola Kinard and Mitchell Kinard

of Colleton 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 Twenty five and 00/100 ------ ($ 25.00) Dollars, paid by A. B. McClamery, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-half (½) 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:

Being 167 acres of land, more or less, bounded as follows,
On the North by land of J. B. Kinard
On the East by land of O. J. Priester and land of B. L. Lyons
On the South by land of B. L. Lyons
On the West by land of S. Kettles.

(It is the intention of the above description to cover all land owned by us in Colleton County, S. C. whether the same be correctly described above or not.)

For Transfer See Deed Book 103 Page 125

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature s of the grantor s this 11th day of November, 1944

Signed, Sealed and Delivered in the Presence of:

Witnesses:

W. G. Burrage

Cora Kern

J. M. Kinard

Viola Kinard

Mitchell Kinard

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me W. G. Burrage and made oath that he saw the within named J. M. Kinard and wife Viola Kinard and Mitchell Kinard sign, seal, and as their act and deed, deliver the within written mineral right and royalty transfer and that he with Corn Yarn witnessed the execution thereof.

SWORN to before me, this 11th day of November, A. D. 1944

Corn Yarn (SEAL)

Notary Public for S. C. W. G. Burrage

THE STATE OF SOUTH CAROLINA,
County.

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named 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 day of Anno Domini 19

(SEAL)

Notary Public for

Recorded November 13, 1944 at 10 A.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That J. E. Kinard and wife Dana Kinard and George T. Kinard, (a single man)

of Colleton 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 Twenty Six and 20/100 ----- ($26.20) Dollars, paid by A. B. McGlamry, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided One-half (1/2) 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:

FIRST TRACT. Being 115 acres, more or less, bounded as follows.
On the North by land of B. L. Ulmer
On the East by land of Geo. T. Kinard
On the South by land of J. M. Kinard
On the West by land of Oscar Priester

SECOND TRACT. Being 60 acres, more or less, bounded as follows.
On the North by land of B. L. Ulmer
On the East by land of Oscar Priester
On the South by land of J. M. Kinard
On the West by land of J. E. Kinard

(It is the intention of the above description to cover all land owned by us in Colleton County, S. C. Whether the same be correctly described above or not.)

Both tracts contain a total of 175 acres, more or less.

For Transfer See Deed Book 10 Page 125

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signatures of the grantors this 11th day of November, 19 44

Signed, Sealed and Delivered in the Presence of:

Witnesses:

Hoyt A. Hale

E. O. Burrage

J. E. Kinard

Mrs. Dana Kinard

George T. Kinard

THE STATE OF SOUTH CAROLINA,
Colleton COUNTY.

PERSONALLY appeared before me W. O. Murrage and made oath that he saw the within named J. M. Kinard and George T. Kinard sign, seal, and as their act and deed, deliver the within written mineral right and royalty transfer and that he with Hoyt M. Hale witnessed the execution thereof.

SWORN to before me, this 11th day of November, A. D. 1944.

Cora Vern (SEAL)

Notary Public for S. C. W. O. Murrage

THE STATE OF SOUTH CAROLINA,
Colleton COUNTY.

RENUNCIATION OF DOWER

I, Cora Vern, a notary public do hereby certify unto all whom it may concern, that Mrs. Dona Kinard the wife of the within named J. M. Kinard 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 W. O. Mallwray 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 11th day of November Anno Domini 1944.

Cora Vern (SEAL)

Notary Public for S. C. Mrs. Dona Kinard

Recorded November 13, 1944 at 10 A.M.

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, A. Klein Francis, Heir of Elizabeth K. Francis

in the State aforesaid for and in consideration of the sum of Two hundred & no/100 ($200.00) and other consideration DOLLARS, to me in hand paid at and before the sealing of these presents by Christine A. Browne

in the State aforesaid 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 Christine A. Browne, her heirs and assigns

All that certain piece, parcel or tract of land, situate, lying and being in the county of Colleton, South Carolina, on and between the old Givens Ferry and the new U.S. Gov. Highway about onequater mile from city limits of Walterboro, S. C. measuring and conteining one acre more or less and measuring One hundred forty feet by five hundred eighty five feet (140 x 585') and bounded now or formerly as follows to-witt

North by lands of A. H. Wichman and South by lands of road by New U.S. Gov. Highway. East by lands of A. Klein Francis, West by lands of G. W. Rivers.

This being part of the same tract of land conveyed to A. Klein Francis by heirs of July Campbell and recorded in the R.M.C. Office for Colleton County in books 87 and 88, pages 197 to 205.

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 Christine A. Browne, her Heirs and Assigns, forever.

AND We do hereby bind ourselves and our Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Christine A. Browne, her Heirs and Assigns, against us and our Heirs, and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our Hand & and Seal this 6th day of Novenber in the year of our Lord one thousand nine hundred and Fortyfour, and in the one hundred and ------- year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Elizabeth K. Francis — A. Klein Francis (L. S.)

Bertha Carlisle — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $ 0.55
S. C. Stamps $ 1.00

Personally appeared before me Elizabeth K. Francis and made oath that he saw the within named A. Klein Francis sign, seal, and as his act and deed, deliver the within written Deed; and that S he with Bertha Carlisle witnessed the execution thereof.

Sworn to before me, this 6th day of Novenber, A. D. 1944.

D. W. Crosby, Jr. (SEAL)
(Seal affixed) Notary Public for S. C.

Elizabeth K. Francis
Bertha Carlisle

RENUNCIATION OF DOWER

THE STATE OF SOUTH CAROLINA, Colleton County.

I, D. W. Crosby, Jr. a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Edith K. Francis the wife of the within named A. Klein Francis 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 Christine A. Browne, her Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 6th day of Novenber, Anno Domini 1944.

D. W. Crosby, Jr. (SEAL)
(Seal affixed) Notary Public for S. C.

Edith K. Francis

My commission expires at Governor's pleasure.

Recorded the above conveyance, this 13th day of Novenber at 4 P.M. 1944

C C & R. M. C

DEEDS

430

NACK WASHINGTON TO ALONZO BLAKE

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I Nack Washington

in the State aforesaid Colleton County for and in consideration of the sum of One Hundred (100.00) ..... DOLLARS, to me in hand paid at and before the sealing of these presents by Alonzo Blake

in the State aforesaid Colleton County 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 Alonzo Blake, his

All that piece parcel or tract of land situate in Cottageville School District, Sheridan Township County and state aforesaid containing Three and one half (3½) acres more or less bounded as follows to wit; On the North by lands of Mrs. Rhoel Willis, On the East by lands of Purvis Crawford and On the South by Road leading from public road to C. A. Lynam and on the West by lands Nathan Washington. This includes one and one half acres bought from Mallie Small, and two acres bought by me from F. B. Ackerman

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 Alonzo Blake, his Heirs and Assigns, forever.

AND I do hereby bind myself and Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Alonzo Blake, his Heirs and Assigns, against no and my Heirs, persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS My Hand and Seal, this 31 day of October in the year of our Lord one thousand nine hundred and Forty Four and in the one hundred and Sixty Eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Arnie Mouse — Nack Washington (L. S.)

F. B. Ackerman — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $.... S. C. Stamps $....

Personally appeared before me Arnie Mouse and made oath that he saw the within named Nack Washington sign, seal, and as his act and deed, deliver the within written Deed; and that he with F. B. Ackerman witnessed the execution thereof.

Sworn to before me, this 31 day of Oct. A. D. 1944

F. B. Ackerman (SEAL) Notary Public for S. C.

Arnie Mouse

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, F. B. Ackerman, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Trinnie Bull Washington the wife of the within named Nack Washington 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 Alonzo Blake Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 31 day of October Anno Domini 1944

F. B. Ackerman (SEAL) Notary Public for S. C.

Trinnie Bull Washington

Recorded the above conveyance, this 14th day of November at 10:30 A. M. 1944

C C & R. M. C.

The State of South Carolina,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

We, John G. O'Quinn, Willie O'Quinn, James H. O'Quinn, Brant O'Quinn, Mendell O'Quinn, Jewell O'Quinn, Carter and Mrs. W. Jonas O'Quinn

in the State aforesaid, in consideration of the sum of Eighteen Hundred and five and no/100 ($1805.00) DOLLARS, to us in hand paid at and before the sealing of these presents by H. C. O'Quinn in the State aforesaid, 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 H. C. O'Quinn, his heirs and assigns; All our undivided interests in and to the following tracts of land to-wit:

Tract No. 1: All that certain piece, parcel or tract of land situated in Heyward Township, Colleton County, and State aforesaid, containing eighty-six (86) acres, more or less, and bounded as follows: On the North by lands of Witsell; on the East by lands of Varnadoe; on the South by lands of O'Quinn; and on the West by lands of Hydris. This being our undivided interest in the tract of land conveyed by D. E. Breland to W. J. O'Quinn, our father, by deed dated February 9th, 1905 and recorded in the Clerk of Court's Office for Colleton County in Book 24, at page 215.

Tract # 2: All that piece or parcel of land in the County of Colleton, Heyward Township containing Fifty acres more or less with the buildings thereon where I now reside and bounded on the North by the Tracy Land, South by lands of Varnedoe, West by lands of Thompson, and East by lands of W. P. Breland now owned by W. J. O'Quinn. Said tract being more specifically described by reference to plat made by A. J. Lemacks, surveyor, which is on record in the Clerks of Court's Office for Colleton County. This being the same tract of land conveyed by Victoria Hickman to W. J. O'Quinn, our father, by deed dated October 11th, 1901, and recorded in the clerk of Court's Office for Colleton County in Book 20 at page 465.

Tract # 3: All that certain piece, parcel, or tract of land situate lying and being in the County and State aforesaid in Heyward Township a portion of the Estate of J. M. Varnadore estate consisting of Ten Acres on the Northern portion, and bounded as follows to Wit: On the North and West by lands of him the said W. J. O'Quinn, on the East and South by lands of myself, J. S. Griffin, a portion of original tract of J. M. Varnadore aforesaid. Said tract being more specifically described by reference to a plat made by John W. Bryan, Surveyor, dated April 19th, 1910, and recorded in the Clerk of Court's Office for Colleton County.

TOGETHER with, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.
TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said H. C. O'Quinn, his Heirs and Assigns, forever.
AND we do hereby bind ourselves and our Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said H. C. O'Quinn, his Heirs and Assigns, against us and our Heirs, and all persons whomsoever lawfully claiming, or to claim the same, or any part thereof.
WITNESS our Hand S and Seal S, this 11th day of November in the year of our Lord one thousand nine hundred and Forty-four, and in the one hundred and sixty-eight year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of
Mary Margaret Ellison
O. H. Rhodes

John G. O'Quinn (SEAL)
Willie O'Quinn (SEAL)
James H. O'Quinn (L.S.)
Brant O'Quinn (L.S.)
Mendell O'Quinn (L.S.)
Jewell O'Quinn Carter (L.S.)
Witness O. H. Rhodes (X) Mrs. W. Jonas O'Quinn (L.S.)
Her mark

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $ 4.95
S. C. Stamps $ 9.00

Personally appeared before me Mary Margaret Ellison and made oath that [illegible] saw the within named John G. O'Quinn, Willie O'Quinn, James H. O'Quinn, Brant O'Quinn, Mendell O'Quinn, Jewell O'Quinn Carter and Mrs. W. Jonas O'Quinn sign, seal, and as their act and deed, deliver the within-written Deed; and that S he with O. H. Rhodes witnessed the execution thereof.

Sworn to before me, this 11th day of November, A. D. 19 44
Osborne H. Rhodes (SEAL)
Notary Public for S. C.

Mary Margaret Ellison

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I O. H. Rhodes, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Lyda H. O'Quinn the wife of the within-named James H. O'Quinn 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 H. C. O'Quinn, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 11th day of November, Anno Domini 19 44
Osborne H. Rhodes (SEAL)
Notary Public for S. C.

Mrs. Lyda H. O'Quinn

(Continued on the next page)

431 A.

THE STATE OF SOUTH CAROLINA,
Colleton County.

Fed. Stamps $_____
S. C. Stamps $_____

Personally appeared before me _____

and made oath that he saw the within-named _____
sign, seal, and as _____ act and deed, deliver the within-written Deed; and that __ he __ with _____
witnessed the execution thereof.

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

_____ (SEAL)
Notary Public for S. C.

THE STATE OF SOUTH CAROLINA,
Colleton County.

Fed. Stamps $_____
S. C. Stamps $_____

Personally appeared before me _____

and made oath that he saw the within-named _____
sign, seal, and as _____ act and deed, deliver the within-written Deed; and that __ he __ with _____
witnessed the execution thereof.

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

_____ (SEAL)
Notary Public for S. C.

THE STATE OF SOUTH CAROLINA,
Colleton County.

Fed. Stamps $_____
S. C. Stamps $_____

Personally appeared before me _____

and made oath that he saw the within-named _____
sign, seal, and as _____ act and deed, deliver the within-written Deed; and that __ he __ with _____
witnessed the execution thereof.

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

_____ (SEAL)
Notary Public for S. C.

THE STATE OF SOUTH CAROLINA,
Colleton County.

RENUNCIATION OF DOWER

I, O. H. Rhodes, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Johnnie Mae J. O'Quinn the wife of the within-named Mendell O'Quinn 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 H. C. O'Quinn, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 11th day of November, Anno Domini 19 44

Osborne H. Rhodes (SEAL)
Notary Public for S. C.

Mrs. Johnnie Mae J. O'Quinn

THE STATE OF SOUTH CAROLINA,
Colleton County.

RENUNCIATION OF DOWER

I, O. H. Rhodes, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Ethel B. O'Quinn the wife of the within-named Brant O'Quinn 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 H. C. O'Quinn, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 11th day of November, Anno Domini 19 44

Osborne H. Rhodes (SEAL)
Notary Public for S. C.

Mrs. Ethel B. O'Quinn

THE STATE OF SOUTH CAROLINA,
Colleton County.

RENUNCIATION OF DOWER

I, O. H. Rhodes, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Ruby V. O'Quinn the wife of the within-named Willie O'Quinn 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 H. C. O'Quinn, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 11th day of November, Anno Domini 19 44

Osborne H. Rhodes (SEAL)
Notary Public for S. C.

Mrs. Ruby V. O'Quinn

THE STATE OF SOUTH CAROLINA,
Colleton County.

RENUNCIATION OF DOWER

I, O. H. Rhodes, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Lillian P. O'Quinn the wife of the within-named John C. O'Quinn 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 H. C. O'Quinn, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 11th day of November, Anno Domini 19 44

Osborne H. Rhodes (SEAL)
Notary Public for S. C.

Mrs. Lillian P. O'Quinn

THE STATE OF SOUTH CAROLINA,
Colleton County.

RENUNCIATION OF DOWER

I, _____, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within-named _____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named _____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this _____ day of _____, Anno Domini 19____

_____ (SEAL)
Notary Public for S. C.

THE STATE OF SOUTH CAROLINA,
Colleton County.

RENUNCIATION OF DOWER

I, _____, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within-named _____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named _____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this _____ day of _____, Anno Domini 19____

_____ (SEAL)
Notary Public for S. C.

Recorded the above conveyance this 7th day of March 2 P. M., 19 63

A. B. Crosby
C C & R. M. C.

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

We, John O. O'Quinn, Willie O'Quinn, James H. O'Quinn, Brent O'Quinn, Mendell O'Quinn, Jewell O'Quinn Carter and Mrs. W. Jones O'Quinn

in the State aforesaid in consideration of the sum of eighteen hundred and five and no/100 ($1805.00) DOLLARS, to us in hand paid at and before the sealing of these presents by H. C. O'Quinn

in the State aforesaid 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 H. C. O'Quinn, his heirs and assigns

All our undivided interests in and to the following tracts of land to-wit:

TRACT #1: All that certain piece, parcel or tract of land situated in Heyward Township, Colleton County, and State aforesaid, containing eighty-six (86) acres, more or less, and bounded as follows; on the North by lands of Mitchell; on the East by lands of Varnadoe; on the South by lands of O'Quinn; and on the West by lands of Hydric. This being our undivided interest in the tract of land conveyed by D. E. Breland to W. J. O'Quinn, our father, by deed dated February 9th, 1905 and recorded in the Clerk of Court's Office for Colleton County, in Book 24, at page 215.

TRACT #2: All that piece or parcel of land in the county of Colleton, Heyward Township containing Fifty acres more or less with the buildings thereon where I now reside and bounded on the North by the Tracy Land, South by lands of Varnadore, West by lands of Thompson, and East by lands of D. E. Breland now owned by W. J. O'Quinn. Said tract being more specifically described by reference to plat made by A. J. Lemacks, surveyror, which is on record in the Clerks of Court's Office for Colleton County. This being the same tract of land conveyed by Victoria Hickman to W. J. O'Quinn, our father, by deed dated October 11th, 1901, and recorded in the clerk of Court's Office for Colleton County in Book 20 at page 465.

TRACTS #3: All that certain piece, parcel, or tract of land situate lying and being in the County and State aforesaid in Heyward Township a portion of the Estate of J. M. Varnadore estate consisting of Ten acres on the Northern portion, and bounded as follows to wit: On the North and East by lands of him the said W. J. O'Quinn, on the East and South by lands of myself, J. S. Griffin, a portion of original tract of J. M. Varnadore aforesaid. Said tract being more specifically described by reference to a plat made by John L. Bryan, Surveyor, dated April 19th, 1910, and recorded in the Clerk of Court's office for Colleton County.

some of the dowers having been left off when this deed was recorded. I have re-recorded it from the Original Deed on page 431 A to left of this deed, see according to Original Deed. R.P.J.

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 H. C. O'Quinn, his Heirs and Assigns, forever.

AND we do hereby bind ourselves and our Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said H. C. O'Quinn, his Heirs and Assigns, against us and our Heirs, and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our Hands and Seals, this 11th day of November in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Mary Margaret Ellison (SEAL)

O. H. Rhodes (SEAL)

John O. O'Quinn (SEAL)
Willie O'Quinn (SEAL)
James H. O'Quinn (L. S.)
Brent O'Quinn (L. S.)
Mendell O'Quinn (SEAL)
Jewell O'Quinn Carter (SEAL)
Mrs. W. Jones O'Quinn (SEAL)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $2.20
S. C. Stamps $4.00

Witness: O.H.Rhodes

Personally appeared before me Mary Margaret Ellison and made oath that she saw the within named John O. O'Quinn, Willie O'Quinn, James H. O'Quinn, Brent O'Quinn, Mendell O'Quinn, Jewell O'Quinn Carter and Mrs. W. Jones O'Quinn sign, seal, and as their act and deed deliver the within written Deed; and that she with O. H. Rhodes witnessed the execution thereof.

Sworn to before me, this 11th day of November, A. D. 1944

Osborne H. Rhodes (SEAL)
Notary Public for S. C.

Mary Margaret Ellison

RENUNCIATION OF DOWER

THE STATE OF SOUTH CAROLINA, Colleton County.

I, O. H. Rhodes, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Lyda H. O'Quinn the wife of the within named James H. O'Quinn 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 H. C. O'Quinn, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 11th day of November, Anno Domini 1944

Osborne H. Rhodes (SEAL)
Notary Public for S. C.

Mrs. Lyda H. O'Quinn

Recorded the above conveyance, this 11th day of November at 2:45 P.M., 1944

C C & R. M. C.

SEE NEXT PAGE

DEEDS

Notary Public for S. C.

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, O. H. Rhodes, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Johnnie Mae J. O'Quinn the wife of the within named Kencull O'Quinn 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 K. C. O'Quinn, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 11th day of November Anno Domini 19 44

Osborne H. Rhodes (SEAL)
Notary Public for S. C.

Mrs. Johnnie Mae J. O'Quinn

Recorded the above conveyance, this 11th day of November at 2:45 P.M. 19 44

C C & R M C

4318

SEE NEXT PAGE

Notary Public for S. C.

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, Mrs. Rhodes, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Ethel R. McQuinn, the wife of the within named Grant McQuinn, 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 Mr. G. McQuinn, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 11th day of November, Anno Domini 19 44.

Osborne H. Rhodes (SEAL) Mrs. Ethel R. McQuinn

Notary Public for S. C.

Recorded the above conveyance, this 11th day of November at 2:45 P. M., 1944.

C.C.&R.M.C.

431C

BOOK 88

432

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

We, H. L. Black, Jr., and Rosa M. Black,

in the State aforesaid, in consideration of the sum of Seventy Five and No/100 ---------- DOLLARS, to us in hand paid at and before the sealing of these presents by Anna White, in the State aforesaid, 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 Anna White, her heirs and assigns,

All that piece, parcel or tract of land, situate, lying and being in the County of Colleton and State of South Carolina, containing fifteen (15) acres, more or less, and bounded, now or formerly, as follows: North by lands of Colleton Mercantile & Manufacturing Company; East by lands of Jim Barron; South by lands of Titus White; West by lands of James White. Being same lands conveyed to Walterboro Live Stock and Vehicle Company by Joe White, by deed dated 10 April, 1922, recorded 11 April, 1922, in the office of Clerk of Court for Colleton County, S. C., in Book 63, page 230.

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 Anna White, her Heirs and Assigns, forever.

AND we do hereby bind ourselves and our Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Anna White, her Heirs and Assigns, against us and our Heirs, lawfully claiming, or to claim the same, or any part thereof.

WITNESS our Hands and Seals, this 3rd day of October in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

H. L. Black, Jr. (L. S.)

Myrtis A. Fripp — Mrs. Rosa M. Black (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ S. C. Stamps $

Personally appeared before me Myrtis A. Fripp and made oath that he saw the within named H. L. Black, Jr., Widow M. Black sign, seal and as their act and deed, deliver the within written Deed; and that he with J. C. Lemacks witnessed the execution thereof.

Sworn to before me, this 3rd day of October A. D. 1944.

J. C. Lemacks (SEAL) Notary Public for S. C.

Myrtis A. Fripp

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, J. C. Lemacks, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Annie C. Black the wife of the within named H. L. Black, 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 Anna White, her Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 3rd day of October, Anno Domini 19 44.

J. C. Lemacks (SEAL) Notary Public for S. C.

Annie C. Black

Recorded the above conveyance, this 14th day of November at 10:40 A. M., 1944.

C. C. & R. C.

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON,

KNOW ALL MEN BY THESE PRESENTS, THAT

I, B. George Price, 3rd-----

in the State aforesaid, in consideration of the sum of Twelve Hundred and No/100 ---------- DOLLARS, to me in hand paid at and before the sealing of these presents by Carl Dewitte Carraway and Sadie Helms Carraway

in the State aforesaid, 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 Carl Dewitte Carraway and Sadie Helms Carraway, their Heirs and Assigns,

All that piece, parcel or tract of land, situate in Ranlie School District, County of Colleton and State of South Carolina, measuring and containing one hundred and twenty (120) acres, more or less, and bounded now or formerly as follows: North by lands formerly estate of Hudson, now A. H. Caspary; East by U. S. Highway No. 17, leading from Walterboro to Savannah; South by lands now or formerly of Warren, of Black and of Lucas; West by lands now or formerly of O'bryan and of Parker. Being same lands conveyed to B. George Price, 3rd, by J. H. Brandy by deed dated 1 May, 1941, recorded 2 May, 1941, in the office of Clerk of Court for Colleton County, S. C., in Book 80, page 408. With the exception, however, of a tract of approximately three acres, lying on the East side of U. S. Highway No. 17, as was conveyed to M. K. Maxey, Sr. by B. George Price, 3rd, by deed dated 10 July, 1943, recorded 31 January, 1944, in the office of Clerk of Court for Colleton County, S. C., in Book 86, page 103.

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 Carl Dewitte Carraway and Sadie Helms Carraway, their Heirs and Assigns, forever.

AND I do hereby bind myself, my------- Heirs, my Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Carl Dewitte Carraway and Sadie Helms Carraway, their Heirs and Assigns, against me and my Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 1st day of November in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and Sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Ray Bradley — B. George Price, 3rd (L. S.)

King Miller — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $1.65 S. C. Stamps $2.00

Personally appeared before me Ray Bradley and made oath that he saw the within named B. George Price, 3rd sign, seal, and as his act and deed, deliver the within written Deed; and that he with King Miller witnessed the execution thereof.

Sworn to before me, this 6th day of November, A. D. 1944

King Miller (SEAL) Notary Public for S. C. Ga. — Ray Bradley

(Seal affixed)

My commission expires 1946

RENUNCIATION OF DOWER

THE STATE OF SOUTH CAROLINA, Georgia. Muscogee County.

I, King Miller, a Notary Public for S. C. Ga. do hereby certify unto all whom it may concern, that Mrs. Elizabeth S. Price the wife of the within named B. George Price 3rd 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 Carl Dewitte Carraway and Sadie Helms Carraway, their Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 6th day of November, Anno Domini 1944

King Miller (SEAL) Notary Public for S. C. (Seal affixed) — Elizabeth S. Price

My commission expires 1945

Recorded the above conveyance, this 14th day of November at 4 P.M. 1944

C. C. & R. M. C.

ANN PROVENCHER TO WILLIAM HAMILTON

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Ann J. Provencher

in the State aforesaid, in consideration of the sum of Six hundred fifty and no/100 ---------- DOLLARS, to me in hand paid at and before the sealing of these presents by Wm. Hamilton

in the State aforesaid, 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 Wm. Hamilton, his heirs and assigns

All that lot of land situate in the Town of Walterboro, Colleton County, South Carolina, lying on the East side of Padgett's Loop, and bounded as follows, to wit: on the North-east by Chaplin Street, and measuring thereon two hundred seven and eight tenths (207.8) feet, more or less; on the South by lot now or formerly of Mart A. Hiers, and measuring thereon one hundred forty-five and two tenths (145.2) feet, more or less; and on the West by Padgett's Loop, and measuring thereon one hundred fifty (150) feet, more or less. Said lot is triangular in shape and is composed of Lot Number 29 and a portion of Lot Number 30, delineated on plat of C. A. Dukent, Surveyor, dated 2d July, 1936, and more recently on plat of J. W. Frank and Harry A. Fripp, Surveyors, dated Oct. 4th, 1944, and is the same lot of land conveyed to Ann J. Provencher by deed of E. Earl Durham and L.G. Fishburne, dated 18 November, 1940 and recorded in Book 78 at page 390 in the office of the Clerk of the Court for Colleton County.

TOGETHER with, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said William Hamilton, his Heirs 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 William Hamilton, his Heirs and Assigns, against me and my Heirs, lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 9th day of November in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

I. K. Fishburne — Anne J. Provencher (L. S.)

E. F. Fishburne — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $1.10
S. C. Stamps $ .55

Personally appeared before me I. K. Fishburne and made oath that he saw the within named Ann J. Provencher sign, seal, and as her act and deed, deliver the within written Deed; and that he with E. F. Fishburne witnessed the execution thereof.

Sworn to before me, this 9th day of November A. D. 1944

E. F. Fishburne (SEAL)
Notary Public for S. C.

I. K. Fishburne

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, ____, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. ____ the wife of the within named ____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named ____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this ____ day of ____, Anno Domini 19____

(SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 10th day of November as Julian A.D. 1944

C C & R M C

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Florence McKenzie

in the State aforesaid, in consideration of the sum of One Thousand, Three Hundred and Fifty and No/100 -------- DOLLARS, to me in hand paid at and before the sealing of these presents by O. H. Fralick in the State aforesaid, 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 O. H. Fralick, his heirs and assigns,

All that piece, parcel or tract of land, situate in Heyward Township, County of Colleton and State of South Carolina, containing seventy eight and three-fourths (78-3/4) acres, and bounded, now or formerly, as follows: North and North West by lands of Dr. Milner Bench, formerly John H. Fourifoy; East and North East by lands of Jacob Fellum; South and South East by lands of Florence McKenzie, formerly L. K. Varn, or of Jacob Fellum; South and South West by lands of Troxell O'Quinn or Florence McKenzie, formerly L. K. Varn. Said 78-3/4 acres herein conveyed being fully delineated on a plat thereof made for L. K. Varn by C. E. DuRant, Surveyor, of date November 5, 1920, recorded December 16, 1920, in the office of Clerk of Court for Colleton County, S. C., in Plat Book 1, page 429. Said land being a part of a one hundred acres, more or less, tract of land which was conveyed to Florence McKenzie by L. K. Varn by deed dated 4 November, 1922, recorded 20 January, 1923, in the office of Clerk of Court for Colleton County, S. C., in Book 55, page 79.

... 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 O. H. Fralick, his Heirs 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 O. H. Fralick, his Heirs and Assigns, against me and my Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 15th day of November in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and sixty ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

F. H. McKenzie — Florence McKenzie (L. S.)

J. C. Lemacks — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $1.65, S. C. Stamps $1.65

Personally appeared before me F. H. McKenzie and made oath that he saw the within named Florence McKenzie sign, seal, and as her act and deed, deliver the within written Deed; and that he with J. C. Lemacks witnessed the execution thereof.

Sworn to before me, this 15th day of November, A. D. 19 44

J. C. Lemacks (SEAL)
(Seal of Fixed) Notary Public for S. C.

F. H. McKenzie

THE STATE OF SOUTH CAROLINA, Colleton County.

NO RENUNCIATION OF DOWER
GRANTOR A WOMAN.

I, _____, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named _____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this _____ day of _____, Anno Domini 19____

_____ (SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 15th day of November at 4 P.M. 1944

C. C. & R. M. C.

L. H. MILLING TO H. RAIFORD GLOVER

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, L. H. Milling, of Columbia,

In the State aforesaid, in consideration of the sum of Two Thousand and No/100 ($2000.00) ---------- DOLLARS, to me in hand paid at and before the sealing of these presents by H. Raiford Glover of Walterboro, South Carolina

In the State aforesaid, 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 H. Raiford Glover, his heirs and assigns,

All that lot of land with buildings and improvements thereon, containing One and 98/100 acres, (1.98) and situate in Colleton County, South Carolina, bounded now or formerly as follows: Northwest by State Highway No. 64; and fronting 150 feet thereon; Southwest by lot of J. C. Thompson, and having a depth thereon of 630 feet; and, Southeast by lands of L. S. Mitchell, and having a width thereon of 150 feet; and, Northeast by lands of A. Holmes, and having a depth thereon of 630 feet; as will be shown by Plat of Harry M. Fripp, Surveyor, dated 7 March 1940, recorded in Plat Book 3, Page 66, in Office of Clerk of Court for Colleton County, and being the lot of land conveyed to H. B. Knight by deed of Robert V. Ackerman, dated 16 March 1943, recorded in Book 84, Page 372 in said office.

ALSO:

All that lot of land situate in Bedon School District, Colleton County, South Carolina, containing 1½ acres, more or less, measuring 150 feet along the Northwestern and Southeastern boundaries, and approximately 600 feet along the Northeastern and Southwestern boundaries; and bounded: Northwest by lot of H. B. Knight, formerly Jimmie M. Wichman; Northeast by lands of estate of A. Holmes; Southeast by lands of John Nettles; Southeast by lands of L. S. Mitchell, formerly of L. J. Fianburne. Being the same lot of land conveyed to H. B. Knight by deed of L. S. Mitchell, dated 10 May 1943, recorded in Book 86, Page 276 in said office.

The said two lots of land being contiguous and being the same two lots of land conveyed to L. H. Milling by deed of H. B. Knight, dated 25 August 1944, recorded in Book 87, Page 366, in said office.

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 H. Raiford Glover, his Heirs 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 H. Raiford Glover, his Heirs and Assigns, against me and my Heirs, and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 13th day of November in the year of our Lord one thousand nine hundred and forty four and in the one hundred and sixty ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Josephine Stump — L. H. Milling (L. S.)

Julian Weinrab, Jr. — (L. S.)

THE STATE OF SOUTH CAROLINA, Richland / Colleton County. Fed. Stamps $2.20 S. C. Stamps $1.00

Personally appeared before me Josephine Stump and made oath that he saw the within named L. H. Milling sign, seal, and as his act and deed, deliver the within written Deed; and that he with Julian Weinrab, Jr. witnessed the execution thereof.

Sworn to before me, this 13th day of November, A. D. 1944.

Julian Weinrab, Jr. (SEAL)
(Seal affixed) Notary Public for S. C.

Josephine Stump

THE STATE OF SOUTH CAROLINA, Richland / Colleton County.

RENUNCIATION OF DOWER

I, Jno. J. Hobb, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Ulan H. Milling, the wife of the within named L. H. Milling, 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 H. Raiford Glover, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 13th day of November, Anno Domini 19 44.

Jno. J. Hobb (SEAL)
(Seal affixed) Notary Public for S. C.

Ulan H. Milling

Recorded the above conveyance, this 16th day of November at 11 A.M., 1944.

Clerk

H. L. RHODES, SHERIFF TO H. D. KINARD

The State of South Carolina,

COUNTY OF Colleton

To All Whom These Presents May Concern:

WHEREAS, by an Act of the General Assembly of the State of South Carolina, entitled "An Act in Relation to Forfeited Land, Delinquent Lands, and Collection of Taxes," approved December 24th, 1887, and Acts amendatory thereof it is provided that hereafter, immediately upon the expiration of the time allowed by law for the payment of taxes in any year, the County Treasurer of each County shall and is hereby authorized and directed, to issue in the name of the State a warrant or execution, in duplicate, against each defaulting taxpayer in his County, signed by him in his official capacity, directed to the Sheriff of his County or his lawful deputy requiring and commanding him to levy the same by distress and sale of so much of the defaulting taxpayer's estate, real or personal, or both, as may be sufficient to satisfy the taxes, State, School, County and Special, of such defaulter, specifying therein the aggregate amount of all his taxes, as well as the amounts to each fund and

WHEREAS, it is further provided by said Act and Amendatory Acts that under and by virtue of said warrant or execution, the Sheriff shall seize and take exclusive possession of so much of the defaulting taxpayer's estate, real or personal, or both as may be necessary to raise a sum of money named therein and the charges thereon, and after due advertisement sell the same before the Court House door of the County, on a regular sales day, and within the usual hours for public sales, for cash, give to the purchaser (upon his complying with the terms of sale) a receipt for the purchase money, but not make title to the purchaser until the expiration of twelve months from the day of sale, if the property sold be not redeemed as therein provided, and annex said receipt with the duplicate warrant with the endorsement thereon of his action thereunder, and

WHEREAS, P. W. CAMPBELL The County Treasurer of Colleton County, has issued his warrant directed to me, by authority of said Act, against Heirs of Caley Granthan a defaulting taxpayer of said County, strictly charging and commanding me, as Sheriff of said County, to levy by distress and sale of the personal property, and if sufficient personal property cannot be found, then by distress and sale of the land of the said Heirs of Caley Granthan defaulter, the sum of One and 64/100 ---- Dollars, together with Six and 33/100 ----- Dollars, the charges thereof and sold for 1941 taxes; and

WHEREAS by virtue of said warrant or execution I, H. L. Rhodes Sheriff of the County and State aforesaid, did on the 3rd day of March 1943, seize and take possession of the real property hereinafter described, and on the sales day of the month of November, in the year 1943, during the usual hours of sale, after due advertisement, sell the same to H. D. Kinard the purchaser, and the highest bidder at such sale, for the sum of Seven and 97/100 ----- Dollars, and gave a receipt for said purchase money to him; and

WHEREAS, twelve months have elapsed since the date of said sale, and the said Heirs of Caley Granthan the defaulting taxpayer or other party interested has failed to redeem said land so sold for taxes

NOW, THEREFORE, I H. L. Rhodes Sheriff of said County, in consideration of the premises, and the sum of Seven and 97/100 ---- Dollars, to me paid by the said H. D. Kinard, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said H. D. Kinard;

All that piece, parcel or tract of land, lying and being in Williams School District, Colleton County, South Carolina, measuring and containing Three (3) acres, more or less, and bounded as follows: North by land now or formerly of Peter Walker; East by lands now or formerly of A. J. Redish; South by lands now or formerly of E. P. Redish; West by lands now or formerly of Peter Walker.

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

TO HAVE AND TO HOLD all and singular the premises hereby granted, with the appurtenances, unto the said H. D. Kinard, his heirs and assigns forever, according to the form, force and effect of the laws and usages of the State of South Carolina in such cases made and provided.

WITNESS my hand and seal this 22nd day of November in the year of our Lord one thousand nine hundred and Forty-four and in the ----- year of the Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF US:

Coralie Padgett

Nancy Padgett

H. L. Rhodes
Sheriff Colleton Co. S.C.
(Seal affixed)

STATE OF SOUTH CAROLINA,

Colleton County.

PERSONALLY APPEARED BEFORE ME Nancy Padgett and made oath that he saw the above named H. L. Rhodes Sheriff of the County of Colleton sign, seal, and as his act and deed deliver the above Deed of Conveyance; and that (he, with Coralie Padgett witnessed the execution thereof.

SWORN before me this 22nd day of November A. D. 1944

Coralie Padgett
Notary Public, S. C.

Nancy Padgett

Recorded this 22nd day of November at 2:45 P.M., 1944

C C & R M C

438

B. L. RHODES, SHERIFF, TO H. D. KINARD

The State of South Carolina,
COUNTY OF Colleton

To All Whom These Presents May Concern:

WHEREAS, by an Act of the General Assembly of the State of South Carolina, entitled "An Act in Relation to Forfeited Land, Delinquent Lands, and Collection of Taxes," approved December 24th, 1887, and Acts amendatory thereof it is provided that hereafter, immediately upon the expiration of the time allowed by law for the payment of taxes in any year, the County Treasurer of each County shall and is hereby authorized and directed, to issue in the name of the State a warrant or execution, in duplicate, against each defaulting taxpayer in his County, signed by him in his official capacity, directed to the Sheriff of his County or his lawful deputy requiring and commanding him to levy the same by distress and sale of so much of the defaulting taxpayer's estate, real or personal, or both, as may be sufficient to satisfy the taxes, State, School, County and Special, of such defaulter, specifying therein the aggregate amount of all his taxes, as well as the amount to each fund and

WHEREAS, it is further provided by said Act and Amendatory Acts that under and by virtue of said warrant or execution, the Sheriff shall seize and take exclusive possession of so much of the defaulting taxpayer's estate, real or personal, or both as may be necessary to raise a sum of money named therein and the charges thereon, and after due advertisement sell the same before the Court House door of the County, on a regular sales day, and within the usual hours for public sales, for cash, give to the purchaser (upon his complying with the terms of sale) a receipt for the purchase money, but not make title to the purchaser until the expiration of twelve months from the day of sale, if the property sold be not redeemed as therein provided, and annex said receipt with the duplicate warrant with the endorsement thereon of his actual thereunder, and

WHEREAS, R. E. Campbell, The County Treasurer of Colleton County, has issued his warrant directed to me, by authority of said Act, against Jack Provoux, a defaulting taxpayer of said County, strictly charging and commanding me, as Sheriff of said County, to levy by distress and sale of the personal property, and if sufficient personal property cannot be found, then by distress and sale of the land of the said Jack Provoux, defaulter, the sum of One and 50/100 ---- Dollars, together with Six and 00/100 ---- Dollars, the charges thereof and sold for 1941 taxes; and

WHEREAS by virtue of said warrant or execution I, B. L. Rhodes, Sheriff of the County and State aforesaid, did on the 8th day of March, 194[illegible], seize and take possession of the real property hereinafter described, and on the sales day of the month of November, in the year 194[illegible], during the usual hours of sale, after due advertisement, sell the same to H. D. Kinard the purchaser, and the highest bidder at such sale, for the sum of Eight and 32/100 ----- Dollars, and gave a receipt for said purchase money to him; and

WHEREAS, twelve months have elapsed since the date of said sale, and the said Jack. Provoux the defaulting taxpayer or other party interested has failed to redeem said land so sold for taxes

NOW, THEREFORE, I B. L. Rhodes, Sheriff of said County, in consideration of the premises, and the sum of Eight and 32/100 ---- Dollars, to me paid by the said H. D. Kinard, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said H. D. Kinard;

All that piece, parcel or tract of land lying and being in Buck Head School District, Colleton County, South Carolina, measuring and containing Nine (9) acres, more or less, and bounded as follows: North by lands of Buckelvanie; East by lands of Jeff Carroll; South by lands of A. D. Provoux; West by lands of Lee Provoux.

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

TO HAVE AND TO HOLD all and singular the premises hereby granted, with the appurtenances, unto the said H. D. Kinard, his heirs and assigns forever, according to the form, force and effect of the laws and usages of the State of South Carolina in such cases made and provided.

WITNESS my hand and seal this 22nd day of November in the year of our Lord one thousand nine hundred and forty-four and in the ----- year of the Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF US:

Cornelia Padgett

Nancy Padgett

B. L. Rhodes
Sheriff Colleton Co. S.C.
(Seal affixed)

STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY APPEARED BEFORE ME Nancy Padgett and made oath that he saw the above named B. L. Rhodes Sheriff of the County of Colleton sign, seal, and as his act and deed deliver the above Deed of Conveyance; and that he, with Cornelia Padgett witnessed the execution thereof.

SWORN before me this 22nd day of November, A. D. 194[illegible]

Cornelia Padgett
Notary Public, S. C.

Nancy Padgett

Recorded this 22nd day of November at 2:45 P.M., 194[illegible]

CC&RMC

D. L. RHODES, SHERIFF TO JOE NEMAN

The State of South Carolina,
COUNTY OF Colleton

To All Whom These Presents May Concern:

WHEREAS, by an Act of the General Assembly of the State of South Carolina, entitled "An Act in Relation to Forfeited Land, Delinquent Lands, and Collection of Taxes," approved December 24th, 1887, and Acts amendatory thereof it is provided that hereafter, immediately upon the expiration of the time allowed by law for the payment of taxes in any year, the County Treasurer of each County shall and is hereby authorized and directed, to issue in the name of the State a warrant or execution, in duplicate, against each defaulting taxpayer in his County, signed by him in his official capacity, directed to the Sheriff of his County or his lawful deputy requiring and commanding him to levy the same by distress and sale of so much of the defaulting taxpayer's estate, real or personal, or both, as may be sufficient to satisfy the taxes, State, School, County and Special, of such defaulter, specifying therein the aggregate amount of all his taxes, as well as the amount to each fund and

WHEREAS, it is further provided by said Act and Amendatory Acts that under and by virtue of said warrant or execution, the Sheriff shall seize and take exclusive possession of so much of the defaulting taxpayer's estate, real or personal, or both as may be necessary to raise a sum of money thereof and the charges thereon, and after due advertisement sell the same before the Court House door of the County, on a regular sales day, and within the usual hours for public sales, for cash, give to the purchaser (upon his complying with the terms of sale) a receipt for the purchase money, but not make title to the purchaser until the expiration of twelve months from the day of sale, if the property sold be not redeemed as therein provided, and assess said receipt with the duplicate warrant with the endorsement thereon of his action thereunder, and

WHEREAS, D. L. Campbell, The County Treasurer of Colleton County, has issued his warrant directed to me, by authority of said Act, against Heirs of Daniel Herman, a defaulting taxpayer of said County, strictly charging and commanding me, as Sheriff of said County, to levy by distress and sale of the personal property, and if sufficient personal property cannot be found, then by distress and sale of the land of the said Heirs of Daniel Herman, defaulter, the sum of Fifty eight Dollars and 00/100 ------ Dollars, together with Five and 00/100 ------ Dollars, the charges thereof and sold for 1941 taxes; and

WHEREAS by virtue of said warrant or execution I, D. L. Rhodes, Sheriff of the County and State aforesaid, did on the 17th day of March, 19 42, seize and take possession of the rural property hereinafter described, and on the sales day of the month of November, in the year 19 42, during the usual hours of sale, after due advertisement, sell the same to Joe Herman the purchaser, and the highest bidder at such sale, for the sum of five and 00/100 ----- Dollars, and gave a receipt for said purchase money to him; and

WHEREAS, twelve months have elapsed since the date of said sale, and the said Heirs of Daniel Herman the defaulting taxpayer or other party interested has failed to redeem said land or said for taxes

NOW, THEREFORE, I D. L. Rhodes Sheriff of said County, in consideration of the premises, and the sum of Five and 00/100 ------ Dollars, to me paid by the said Joe Herman, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Joe Herman:

All that piece, parcel or tract of land, lying and being in Yordier School District, Colleton County, South Carolina, measuring and containing Three (3) acres, more or less, and bounded as follows: North by lands of Heirsof C. A. Smoak; East by lands of Jim Davis; South by lands of Janie Dudley; West by lands of B. K. Sanders.

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

TO HAVE AND TO HOLD all and singular the premises hereby granted, with the appurtenances, unto the said Joe Herman, his heirs and assigns forever, according to the form, force and effect of the laws and usages of the State of South Carolina in such cases made and provided.

WITNESS my hand and seal this 18th day of November in the year of our Lord one thousand nine hundred and forty-four and in the ----- year of the Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF US:
Cornlia Padgett
S. F. Sineath

D. L. Rhodes
Sheriff Colleton Co. S. C.
(Seal affixed)

STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY APPEARED BEFORE ME S. F. Sineath and made oath that he saw the above named D. L. Rhodes Sheriff of the County of Colleton sign, seal and as his act and deed deliver the above Deed of Conveyance; and that he, with Cornlia Padgett witnessed the execution thereof.

SWORN before me this 18th day of November, A. D. 1944.
Cornlia Padgett
Notary Public, S. C.

S. F. Sineath

Recorded this 20th day of November at 10 A.M., 1944.

CC&RMC

DEED

440

B. L. RHODES, SHERIFF TO H. D. KINARD

No. 416—Title by the Sheriff—Delinquent Land Sales—Rev. 1941

The State of South Carolina,

COUNTY OF COLLETON

To All Whom These Presents May Concern:

WHEREAS, by an Act of the General Assembly of the State of South Carolina, entitled "An Act in Relation to Forfeited Land, Delinquent Lands, and Collection of Taxes," approved December 24th, 1892, and Acts amendatory thereof it is provided that hereafter, immediately upon the expiration of the time allowed by law for the payment of taxes in any year, the County Treasurer of each County shall and is hereby authorized and directed, to issue in the name of the State a warrant or executions, in duplicate, against each defaulting taxpayer in his County, signed by him in his official capacity, directed to the Sheriff of his County or his lawful deputy requiring and commanding him to levy the same by distress and sale of so much of the defaulting taxpayer's estate, real or personal, or both, as may be sufficient to satisfy the taxes, State, School, County and Special, of such defaulter, specifying thereon the aggregate amount of all his taxes, as well as the amount to each fund and

WHEREAS, it is further provided by said Act and Amendatory Acts that under and by virtue of said warrant or execution, the Sheriff shall seize and take exclusive possession of so much of the defaulting taxpayer's estate, real or personal, or both as may be necessary to raise a sum of money named therein and the charges thereon, and after due advertisement sell the same before the Court House door of the County, on a regular sales day, and within the usual hours for public sales, for cash, give to the purchaser (upon his complying with the terms of sale) a receipt for the purchase money, but not make title to the purchaser until the expiration of twelve months from the day of sale, if the property sold be not redeemed as therein provided, and deliver said receipt with the duplicate warrant with the endorsement thereon of his action thereunder, and

WHEREAS, P. L. Campbell, The County Treasurer of Colleton County, has issued his warrant directed to me, by authority of said Act, against Ben Hallman a defaulting taxpayer of said County, strictly charging and commanding me, as Sheriff of said County, to levy by distress and sale of the personal property, and if sufficient personal property cannot be found, then by distress and sale of the land of the said Ben Hallman defaulter, the sum of Sixty Dollars, together with Six and 74/100 Dollars, the charges thereof and sold for 1941 taxes; and

WHEREAS by virtue of said warrant or execution I, B. L. Rhodes Sheriff of the County and State aforesaid, did on the 6th day of March, 1943, seize and take possession of the real property hereinafter described, and on the sales day of the month of November, in the year 1943, during the usual hours of sale, after due advertisement, sell the same to H. D. Kinard the purchaser, and the highest bidder at such sale, for the sum of Seven and 3c/100 Dollars, and gave a receipt for said purchase money to him; and

WHEREAS, twelve months have elapsed since the date of said sale, and the said Ben Hallman the defaulting taxpayer or other party interested has failed to redeem said land so sold for taxes

NOW, THEREFORE, I B. L. Rhodes Sheriff of said County, in consideration of the premises, and the sum of Seven and 3c/100 Dollars, to me paid by the said H. D. Kinard, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said H. D. Kinard

All that piece, parcel or tract of land, lying and being in Smoaks School District, Colleton County, South Carolina, measuring and containing Three (3) acres, more or less, and bounded as follows: North by lands of J. S. May; East by lands of Ade Brown; South by lands of Lonnie Stokes; West by lands of Ade Brown.

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

TO HAVE AND TO HOLD all and singular the premises hereby granted, with the appurtenances, unto the said H. D. Kinard, his heirs and assigns forever, according to the form, force and effect of the laws and usages of the State of South Carolina in such cases made and provided.

WITNESS my hand and seal this 22nd day of November in the year of our Lord one thousand nine hundred and forty-four and in the ----- year of the Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF US:

Cornelia Padgett

Nancy Padgett

B. L. Rhodes
Sheriff Colleton Co. S. C.
(Seal affixed)

STATE OF SOUTH CAROLINA,

Colleton County.

PERSONALLY APPEARED BEFORE ME Nancy Padgett and made oath that he saw the above named B. L. Rhodes Sheriff of the County of Colleton sign, seal, and as his act and deed deliver the above Deed of Conveyance; and that he, with Cornelia Padgett witnessed the execution thereof.

SWORN before me this 22nd day of November, A. D. 1944

Cornelia Padgett
Notary Public, S. C.

Nancy Padgett

Recorded this 22nd day of November at 2:45 P.M., 1944

CC&RMC

JAMES D. LISTON TO A. J. DANIELS, ET AL AS TRUSTEES

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, James D. Liston

in the State aforesaid, in consideration of the sum of Forty and No/100 ..... DOLLARS, to me in hand paid at and before the sealing of these presents by A. J. Daniels, Sampson Salley, David Salley and J. J. Hodges, as trustees of Springtown Methodist Church,

in the State aforesaid, 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 A. J. Daniels, Sampson Salley, David Salley and J. J. Hodges, as trustees of Springtown Methodist Church, their successors in office and assigns;

All that piece, parcel or tract of land, situate in Warren Township, in the County of Colleton and State of South Carolina, containing four (4) acres, more or less, and bounded, now or formerly, as follows: North by lands of Rhodes; East by lands of Marie Ackerman, South by State Highway No. 65; and West by lands of Grant Henderson. Being the third described tract of land in a deed from Annie Laurie L. Bourtz to J. D. Liston, dated 20 May, 1944, recorded 2 October, 1944, in the office of Clerk of Court for Colleton County, S. C., in Book 85, page 45.

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 A. J. Daniels, Sampson Salley, David Salley and J. J. Hodges, as trustees of Springtown Methodist Church, their successors in office 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 A. J. Daniels, Sampson Salley, David Salley, J. J. Hodges, as trustees of Springtown Methodist Church, their successors in office and assigns, against me and my Heirs and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 18th day of November in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Helen Banton — James D. Liston (L. S.)

J. C. Lemacks — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ —— S. C. Stamps $ ——

Personally appeared before me Helen Banton and made oath that she saw the within named James D. Liston sign, seal, and as his act and deed, deliver the within written Deed; and that she with J. C. Lemacks witnessed the execution thereof.

Sworn to before me, this 18th day of November, A. D. 1944

J. C. Lemacks (SEAL) Notary Public for S. C.

Helen Banton

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, J. C. Lemacks, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Evelyn H. Liston the wife of the within named James D. Liston 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 A. J. Daniels, Sampson Salley, David Salley, and J. J. Hodges, as trustees of Springtown Methodist Church, their successors in office and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 18th day of November, Anno Domini 19 44

J. C. Lemacks (SEAL) Notary Public for S. C.

Evelyn H. Liston

Recorded the above conveyance, this 18th day of November at 11:30 A.M., 1944

C C & R M C

DEED

442

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Nora A. Herndon

In the State aforesaid, in consideration of the sum of Nine Thousand and no/100 ---------- DOLLARS, to me in hand paid at and before the sealing of these presents by B. H. Bruce

In the State aforesaid, 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 B. H. Bruce, his heirs and assigns

All that certain piece, parcel or tract of land situated in Bell's Township, Colleton County, South Carolina, containing one hundred nine (109) acres, more or less, and bounded as follows to wit: North by lands of the estate of Dr. J. G. Saunders; and G. G. Saunders; South by lands of the estate of Thompson and W. F. Oreland; East by lands of W. F. Oreland, and the estate of J. G. Saunders; and West by lands of the estate of Thompson, and Susan L. Crosby.

Being the same tract of land conveyed to me by W. H. Oreland by deed dated April 8, 1911, and recorded in the Clerk's office at Walterboro, S. C. in Book 38, at page 171.

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 B. H. Bruce, his Heirs 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 B. H. Bruce, his Heirs and Assigns, against me and my Heirs, and all persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 24th day of November in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and sixty-eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Hebar A. Padgett — Nora A. Herndon (L. S.)

B. F. Smith — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $ 5.40
S. C. Stamps $ 5.00

Personally appeared before me B. F. Smith and made oath that he saw the within named Nora A. Herndon sign, seal, and as her act and deed, deliver the within written Deed; and that he with Hebar A. Padgett witnessed the execution thereof.

Sworn to before me, this 24th day of November, A. D. 1944.

Hebar A. Padgett (SEAL)
Notary Public for S. C.

B. F. Smith

THE STATE OF SOUTH CAROLINA, Colleton County.

GRANTOR IS A WOMAN.

RENUNCIATION OF DOWER

I, ---------- a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. ---------- the wife of the within named ---------- did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this ---------- day of ---------- Anno Domini 19----

(SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 24th day of November at 3 P.M. 1944

C C & R. M. C

H. H. HUDSON TO MRS. DOCIA MORRIS

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, H. H. Hudson

in the State aforesaid, in consideration of the sum of Five and no/100 -------- DOLLARS, to me in hand paid at and before the sealing of these presents by

in the State aforesaid, 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 Mrs. Docia Morris

All that certain piece, parcel or tract of land, lying and being in Hudson Mill School district, Bell township, County and State aforesaid, measuring and containing a task, more or less, bounded as follows; North by lands of Mrs. Docia Morris; east by lands of H. H. Hudson and public road; south by lands of Mrs. Docia Morris; west by lands of Mrs. Docia Morris.

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 Heirs 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 Mrs. Docia Morris Heirs and Assigns, against me and my Heirs, and all persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 6th day of October in the year of our Lord one thousand nine hundred and 37 and in the one hundred and 142 year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

H. H. Kinsey — H. H. Hudson (L. S.)

Bessie L. Hudson — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ S. C. Stamps $

Personally appeared before me H. H. Kinsey and made oath that he saw the within named H. H. Hudson sign, seal, and as his act and deed, deliver the within written Deed; and that he with Bessie L. Hudson witnessed the execution thereof.

Sworn to before me, this 6th day of October A. D. 1937

Edward F. Hudson (SEAL)
(Seal affixed) Notary Public for S. C.

H. H. Kinsey

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, Edward F. Hudson, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Alice W. Hudson the wife of the within named H. H. Hudson 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 Mrs. Docia Morris Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 6th day of October, Anno Domini 1937

Edward F. Hudson (SEAL) Notary Public for S. C. — Alice W. Hudson

Recorded the above conveyance, this 17th day of November A. D. 1944

C. C. & R. M. C.

DEED

444

BILL WILLIAMS TO LESTER YOUNG

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Bill Williams,

in the State aforesaid, in consideration of the sum of One Hundred, seventy-five and no/100 DOLLARS, to me in hand paid at and before the sealing of these presents by Lester Young, in the State aforesaid, 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 Lester Young, his heirs and assigns,

All that piece, parcel or tract of land, together with the buildings and improvements thereon, situate in Fraser Township, County of Colleton and State of South Carolina, containing six (6) acres, more or less, and bounded formerly as follows: North by lands of Weldon Pinckney; East by lands of I. A. White; South by lands of Mary Gipson; and West by lands of Annie Mitsell.

Said land is supposed to contain fifteen (15) acres, more or less, and bounded, at present, as follows: North by State Highway No. 32; East by lands of Weldon Pinckney and Amos Wright; South by lands of Nellie Edwards and Jacob Allston; West by lands of Jacob Allston and Benjamin Ford.

Being the same premises conveyed to Bill Williams by Willie Young by deed dated 10 January, 1939, recorded 10 August, 1943, in the office of Clerk of Court for Colleton County, S. C., in Book 65, page 128.

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 Lester Young, his Heirs 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 Lester Young, his Heirs and Assigns, against me and my Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal this 31st day of October in the year of our Lord one thousand nine hundred and forty-four and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

I. A. Brook — Bill Williams (L. S.)

J. C. Lemacks (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $0.55, S. C. Stamps $ 1.00

Personally appeared before me I. A. Brook and made oath that he saw the within named Bill Williams sign, seal, and as his act and deed, deliver the within written Deed; and that he with J. C. Lemacks witnessed the execution thereof.

Sworn to before me, this 31st day of October A. D. 1944

J. C. Lemacks (SEAL)
Notary Public for S. C.

I. A. Brook

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, J. C. Lemacks, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Hattie Williams the wife of the within named Bill Williams did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Lester Young, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 17th day of November, Anno Domini 1944

J. C. Lemacks (SEAL)
Notary Public for S. C.

her
Hattie x Williams
mark

Recorded the above conveyance, this 17th day of November at 4:30 P.M. 1944

C C & R M C

A. G. KISER TO J. L. MCMILLAN

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, A. G. Kiser

in the State aforesaid, in consideration of the sum of One Thousand three hundred ($1300.00) ---------- DOLLARS, to me in hand paid at and before the sealing of these presents by J. L. McMillan in the State aforesaid, 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 J. L. McMillan, his heirs and assigns,

All that tract of land in Fraser township and more particularly described as follows, bounded on the north by the lands of Lightsey Bros, formerly Elliott, on the east by the lands of White, Julia Beaufort Amelia Rack and lands of A. G. Kiser, on the east by the lands of A. G. Kiser to day conveyed to him, on the south by the lands of A. G. Kiser, and on the west by the lands of Lightsey Bros and containing five hundred and six (506) acres, more or less.

However it is understood and agreed that the timber upon the tract shall be excepted from the terms of this deed for a period of five (5) years, and a stumpage price to be agreed upon by the parties hereto, their heirs and assigns shall be divided equally between them.

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 J. L. McMillan and his Heirs 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 J. L. McMillan and his Heirs and Assigns, against myself and all persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 23rd day of October in the year of our Lord one thousand nine hundred and fortyfour, and in the one hundred and sixty ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

L. L. Hill — A. G. Kiser (L. S.)

A. J. McMillan — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $1.65 S C Stamps $3.00

Personally appeared before me L. L. Hill and made oath that he saw the within named A. G. Kiser sign, seal, and as his act and deed, deliver the within written Deed; and that he with A. J. McMillan witnessed the execution thereof.

Sworn to before me, this 23rd day of October A. D. 1944

J. L. Frank (Seal affixed) Notary Public for S. C. (SEAL)

L. L. Hill

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, J. L. Frank a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Kate J. Kiser the wife of the within named A. G. Kiser 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 J. L. McMillan Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 23rd day of October Anno Domini 19-44

J. L. Frank (Seal affixed) Notary Public for S. C. (SEAL)

Kate J. Kiser

Recorded the above conveyance, this 17th day of November at 10 A. M. 1944

C. C. & R. M. C.

DEED

446

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Mrs. H. D. Padgett

in the State aforesaid Colleton County in consideration of the sum of
Twenty five and c/100 ------- DOLLARS
to me in hand paid at and before the sealing of these presents by Capers M. Crosby

in the State aforesaid Colleton County 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 Capers M. Crosby, his heirs and assigns

All that certain piece, parcel or lot of land situate, lying and being in the Town of Ruffin, South Carolina, Colleton County, measuring and containing twenty eight feet (28') on the front and two hundred feet (200') ~~xxxx~~ deep, bounded and described as follows: North by Mrs. H. D. Padgett; East by Mrs. H. D. Padgett; South by A.C.L. Railroad Company; and West by lot of Capers M. Crosby, a ditch being the line between lot of Capers M. Crosby and lot of Mrs. H. D. Padgett.

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 Capers M. Crosby, his Heirs 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 Capers M. Crosby, his Heirs and Assigns, against me and my Heirs, and all persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal this --- day of November in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and ----- year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

H. J. Peters — Lilly C. Padgett (L. S.)

H. E. Goggins — Mrs. H. D. Padgett (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ S. C. Stamps $

Personally appeared before me H. J. Peters and made oath that he saw the within named Mrs. H. D. Padgett sign, seal, and as her act and deed, deliver the within written Deed; and that he with H. E. Goggins witnessed the execution thereof.

Sworn to before me, this 4th day of November, A. D. 1944

H. E. Goggins (SEAL)
(Seal affixed) Notary Public for S. C.

H. J. Peters

THE STATE OF SOUTH CAROLINA, Colleton County. GRANTOR IS A WOMAN RENUNCIATION OF DOWER

I, ---, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. ---, the wife of the within named ---, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named --- Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this --- day of --- Anno Domini 19---

--- (SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 17th day of November at 11:15 A.M., 1944.

C. C. & R. M. C.

DAVID WASHINGTON TO J. L. MCMILLAN

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, David Washington

in the State aforesaid in consideration of the sum of Sixteen Hundred.00/-------- DOLLARS, to me in hand paid at and before the sealing of these presents by J. L. McMillan in the State aforesaid, 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 J. L. McMillan his heirs and assigns,

All that tract of land in Fraser township and more particularly described as follows bounded on the north by the lands of the grantor, herein, on the east by the lands of the grantor and on the south and west by the lands of the grantor and containing twelve (12) acres; more or less.

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 J. L. McMillan Heirs 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 J. L. McMillan and his Heirs and Assigns, against myself and my Heirs, and all others lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 23rd day of October in the year of our Lord one thousand nine hundred and 44 and in the one hundred and 69th year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

W. L. Hill — David Washington (L. S.)

J. N. Frank — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ S. C. Stamps $

Personally appeared before me W. L. Hill and made oath that he saw the within named David Washington sign, seal, and as his act and deed, deliver the within written Deed; and that he with J. N. Frank witnessed the execution thereof.

Sworn to before me, this 23rd day of October A. D. 1944

J. N. Frank (SEAL) Notary Public for S. C.

W. L. Hill

RENUNCIATION OF DOWER

THE STATE OF SOUTH CAROLINA, Colleton County.

I, J. N. Frank, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Carrie Washington the wife of the within named David Washington 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 J. L. McMillan and his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 23rd day of October, Anno Domini 1944.

J. N. Frank (SEAL) Notary Public for S. C.

Carrie her X mark Washington

Recorded the above conveyance, this 17th day of November at 10 A. M., 1944

C. C. & R. M. C.

DEED

448

JULIA BEAUFORT ET AL TO J. L. MCMILLAN

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

We, Julia Beaufort and Phoebe Young, heirs at law of Annie Drayton deceased,

In the State aforesaid, in consideration of the sum of Fifty dollars ($50.00) DOLLARS, to me in hand paid at and before the sealing of these presents by J. L. McMillan

In the State aforesaid, 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 J. L. McMillan, his heirs and assigns,

All that tract of land in Fraser township and more particularly described as follows, bounded on the North by the lands of the grantors, on the east by the lands of the grantor, on the South and west by the lands of J. L. McMillan and containing four and oneholf (4½) acres, more or less.

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 J. L. McMillan and his Heirs and Assigns, forever.

AND We do hereby bind ourselves and our Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said J. L. McMillan and his Heirs and Assigns, against ourselves and our Heirs and all other lawfully claiming, or to claim the same, or any part thereof.

WITNESS our Hand and Seal, this 23rd day of October in the year of our Lord one thousand nine hundred and 44 and in the one hundred and 69th year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

W. L. Hill

J. N. Frank

her
Julia X Beaufort (L. S.)
mark

her
Phoebe X Young (L. S.)
mark

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ S. C. Stamps $

Personally appeared before me W. L. Hill and made oath that he saw the within named Julia Beaufort and Phoebe Young sign, seal, and as their act and deed, deliver the within written Deed; and that he with J. N. Frank witnessed the execution thereof.

Sworn to before me, this 23rd day of October A. D. 1944

J. N. Frank (Seal affixed) Notary Public for S. C. (SEAL)

W. L. Hill

THE STATE OF SOUTH CAROLINA, Colleton County.

No Dower Grantors woman

RENUNCIATION OF DOWER

I, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of Anno Domini 19

(SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 17th day of November at 10 A.M. 1944

C. C. & R. M. C.

449

Form 1 O. H. RHODES, JUDGE OF PROBATE TO HUGO IRIEL

State of South Carolina,
COUNTY OF COLLETON.

COURT OF COMMON PLEAS

TO ALL WHOM THESE PRESENTS SHALL COME:

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

WHEREAS, Hugo Iriel

on or about the 30th day of October in the year of our Lord nineteen hundred and forty-four exhibited his complaint in the Court of Common Pleas, for the County aforesaid, against Moody Iriel

demanding judgment in relation to the Realty hereinafter mentioned and described; and the cause being at issue, came on to be heard on the 7th day of November 1944, and such proceedings were had therein as resulted in a Decree of the said Court, whereby it was adjudged and decreed, Moody Iriel, the minor defendant, owns and undivided one-twelth (1/12) interest in the tract of land described in the Complaint; that it is necessary and for the best interest of the minor defendant that his interest in said premises be sold for the sum of Seventy-five ($75.00) Dollars; and that the Probate Judge for Colleton County is authorized to convey the interest of said minor defendant in fee simple to Hugo Iriel upon the said Hugo Iriel paying to Moody Iriel the sum of Seventy-five ($75.00) Dollars, the receipt of Moody Iriel to be sufficient voucher to the Probate Judge for the execution and delivery of said conveyance.

NOW, THEREFORE, Know all men by these Presents, that I, O. H. Rhodes, Judge of Probate, in and for the County of Colleton aforesaid, in consideration of the premises and of the sum of Seventy-five ($75.00) Dollars to me in hand paid by the said Hugo Iriel in accordance with the provisions of the Decree herein 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 Hugo Iriel, his heirs and assigns, the right, title and interest of Moody Iriel in and to:

All that said piece, parcel or tract of land situate, lying and being in the County of Colleton and State of South Carolina, measuring and containing twenty-one (21) acres, more or less, and being bounded on the North by lands of Hugo Iriel, formerly Sarah M. Iriel; on the east by lands of Varn and a road; on the South by a forty (40) foot road reserved by H. M. Jefferies and W. J. McLeod, Jr., which separates this tract from the estate of D. H. Snook; and on the West by lands of H. M. Jefferies and W. J. McLeod, Jr.

being the identical tract of land conveyed by H. M. Jefferies and W. J. McLeod, Jr. to J. G. Iriel by deed dated the 5th day of February, 1938, recorded in the office of the Clerk of Court for Colleton County, State of South Carolina in Book 75 at page 117.

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 them or any of them.

TO HAVE AND TO HOLD, all and singular, the premises before mentioned, unto the said Hugo Iriel, his heirs and assigns forever.

IN WITNESS WHEREOF, I, the said Judge of Probate in and for the County aforesaid, under and by virtue of the aforesaid Decree, have hereunto set my hand and seal this 16th day of Novamber in the year of our Lord nineteen hundred and forty-four and in the one hundred and sixty-ninth year of the Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of
Marguerite S. Kinard
Isadore Bogoslow

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

THE STATE OF SOUTH CAROLINA,
County of Colleton.

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

SWORN to before me, this 16th day of Novamber 1944
Isadore Bogoslow (SEAL)
Notary Public for South Carolina.

Marguerite S. Kinard

Recorded this 16th day of Novamber at 11 A.M. 1944 in Book Page

DEED

450

Form 1

State of South Carolina,
COUNTY OF COLLETON.

COURT OF COMMON PLEAS

TO ALL WHOM THESE PRESENTS SHALL COME:

I, _____, Judge of Probate in and for the County aforesaid, SEND GREETING:

WHEREAS, _____

on or about the _____ day of _____ in the year of our Lord nineteen hundred and _____ exhibited _____ complaint in the Court of Common Pleas, for the County aforesaid, against _____

demanding judgment in relation to the Realty hereinafter mentioned and described; and the cause being at issue, came on to be heard on the _____ day of _____, 193__, and such proceedings were had therein as resulted in a Decree of the said Court, whereby it was adjudged and decreed,

NOW, THEREFORE, Know all men by these Presents, that I, _____ Judge of Probate, in and for the County of Colleton aforesaid, in consideration of the premises and of the sum of _____ Dollars to me paid by the said _____ 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

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 them or any of them.

TO HAVE AND TO HOLD, all and singular, the premises before mentioned, unto the said _____ heirs and assigns forever.

IN WITNESS WHEREOF, I, the said Judge of Probate in and for the County aforesaid, under and by virtue of the aforesaid Decree, have hereunto set my hand and seal this _____ day of _____ in the year of our Lord nineteen hundred and _____ and in the one hundred and _____ year of the Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

_____ (L. S.)
Judge of Probate.

THE STATE OF SOUTH CAROLNIA,
County of Colleton.

PERSONALLY APPEARED _____ and made oath that he saw the within named _____ as Judge of Probate for Colleton County, sign, seal and as his act and deed, deliver the within Deed; and that he, with _____ witnessed the execution thereof.

SWORN to before me, this _____ day of _____, 193__

_____ (SEAL)
Notary Public for South Carolina.

Recorded this _____ day of _____, 193__, in Book _____, Page _____

451

HATTIE K. MILEY TO O. A. GOETTEE.

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

TIMBER DEED.

KNOW ALL MEN BY THESE PRESENTS: That I, Hattie K. Miley, of Hampton County, in the State of South Carolina, hereinafter called the vendor, for and in consideration of the sum of One Thousand Fifteen ($1,015.00) Dollars, in cash, paid by O. A. Goettee, of Hampton County, in the State of South Carolina, hereinafter called the vendee, 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 vendee, all timber and trees, Six (6) inches in diameter and upwards at the stump, Six (6) inches from the ground, at the time of cutting, upon the following described property:

All that certain piece parcel or tract of land situate, lying and being in the County and State aforesaid, containing 114 acres, more or less, and bounded as follows: On the North lands by Mrs. Sallie A. Kinard and Public Road; East by lands of Mrs. O. F. Folk; South by lands of Mrs. Sallie A. Kinard; West by lands of Mrs. Sallie A. Kinard.

And for the consideration aforesaid and hereinafter specified, the vendor hereby also grants, bargains, sells and releases to the said vendee, his heirs and assigns, all the rights, ways, privileges and easements in, over and upon said lands which may be useful, convenient or necessary in cutting or removing said timber and trees.

TO HAVE AND TO HOLD ALL and singular the said premises, timber and trees, and rights, ways, privileges and easements unto the said vendee, his heirs and assigns, as the case may be, for and during the term, time or period hereinafter specified for the cutting and removing of the said timber and trees.

And said vendor does hereby bind himself, his heirs, personal representatives and assigns, to warrant and defend all and singular the said premises, timber, trees, rights, ways, privileges and easements unto the said vendee, his heirs and assigns, against the claims and demands of all persons whomsoever lawfully claiming or to the same or any part thereof and that the said property is free and clear of all liens and encumberances whatsoever.

AND IT IS HEREBY EXPRESSLY COVENANTED AND AGREED:

FIRST: That the said vendee, his heirs and assigns, for the consideration hereinbefore mentioned, shall have the full term of Fifteen (15) months from the date hereof to cut and remove the said timber and trees from the said land, and to exercise, use and enjoy all the rights, ways, privileges and easements granted hereunder.

SECOND: That the said vendor, shall and will promptly pay all taxes that are now due, or that hereafter may become due, on the said land, timber, trees and property rights; and that the said vendee, his heirs and assigns, may on default by the said vendor pay said taxes, and any and all amounts so paid shall be, and are hereby made, a lien on the land for the reimbursement thereof, with interest to the said vendee, his heirs and assigns, in like manner as if the same were secured by a mortgage duly executed.

THIRD: That so much of said timber and trees as may be remaining on said lands at the expiration of the time, as hereinabove provided and fixed for the cutting and removing, shall immediately revert to and be and become the property of the said vendor, his heirs and assigns.

WITNESS My Hand and Seal, this 13th day of November, 1944.

Signed, Sealed and Delivered in the Presence of:

Elizabeth F. Johnson
Harvy Miley

Hattie K. Miley (L.S.)

(Fed. Stamps $1.65)
(S.C. Stamps $3.00)

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

Personally appeared before me Elizabeth F. Johnson and made oath that she was present and saw the above named Hattie K. Miley sign and deliver the foregoing deed of conveyance and that she, with Harvy Miley, witnessed the execution thereof.

Sworn to before me this 13 day of November, 1944.

Randolph Murdaugh (L.S.)
Notary Public for South Carolina.

Elizabeth P. Johnson

Recorded November 16, 1944 at 9:30 A.M.

- - - -

ALLA MAY HIERS TO GENEVA J. HIERS

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Alla May Hiers

in the State aforesaid, for and in consideration of the sum of Three Thousand and no/100 ------- DOLLARS, to me in hand paid at and before the sealing of these presents by Geneva J. Hiers in the State aforesaid, 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 Geneva J. Hiers

All that certain parcel or tract of land lying and being in Verdier township, State and county aforesaid measuring and containing sixty (60) five acres more or less and bounded on north by lands of Walker, East by lands of Calvin Shaw, South by lands of Albert Mott and West by lands of Bennet. This tract of land being the same tract conveyed to me by will of my late husband-W. H. Hiers dated May. 16, 1942.

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 Geneva J. Hiers, her Heirs 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 Geneva J. Hiers, her Heirs and Assigns, against me and my Heirs, or anyone lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 24th day of November in the year of our Lord one thousand nine hundred and 44 and in the one hundred and 68th year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Marguerite S. Kinard — Alla May Hiers (L. S.)

W. H. Jaques (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $2.75 S. C. Stamps $3.00

Personally appeared before me Marguerite S. Kinard and made oath that he saw the within named Alla May Hiers sign, seal, and as her act and deed, deliver the within written Deed; and that s he with W. H. Jaques witnessed the execution thereof.

Sworn to before me, this 24th day of November A. D. 1944

W. H. Jaques (SEAL) Notary Public for S. C.

(Seal affixed)

Marguerite S. Kinard

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, ____, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. ____ the wife of the within named ____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named ____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this ____ day of ____, Anno Domini 19____

(SEAL)

Notary Public for S. C.

Recorded the above conveyance, this 24th day of November at 11:30 A. M. 1944

C. C. & R. M. C.

DEED

454

GEO. F. CELLUM TO A. W. REID

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Geo. F. Cellum

in the State aforesaid, in consideration of the sum of six hundred and no/100 DOLLARS, to me in hand paid at and before the sealing of these presents by A. W. Reid

in the State aforesaid, 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 A. W. Reid

The following described property: all that lot of land containing two (2) acres more or less in Heyward Township, County and State aforesaid, bounded on the North-east by lane of Nancy Auger; on the East by the public Road; and on the South by lands of Granam. being the same tract of land conveyed to Angie A. Carter by R. H. Jefferies, Probate Judge, by dead dated April 26th, 1924 and recorded in the R. M. C. Office for Colleton County in Book No. 30 at page 384, and being conveyed by Angie A. Carter to Geo. F. Cellum by dead dated July 28th, 1926 and recorded in book 57 at page No. 579.

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 A. W. Reid Heirs and Assigns, forever.

AND I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said A. W. Reid Heirs and Assigns, against myself and my Heirs lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 28th day of November in the year of our Lord one thousand nine hundred and forty-four and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Zola W. Campbell — Geo. F. Cellum (L. S.)

F. W. Campbell — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $1.10 S. C. Stamps $.50

Personally appeared before me Zola W. Campbell and made oath that he saw the within named Geo. F. Cellum sign, seal, and as his act and deed, deliver the within written Deed; and that she with F. W. Campbell witnessed the execution thereof.

Sworn to before me, this 28th day of November A. D. 1944

Franklin W. Campbell (SEAL) Notary Public for S. C.

Zola W. Campbell

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, Franklin W. Campbell, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Addie Lavinia Cellum the wife of the within named Geo. F. Cellum 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 A. W. Reid Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 28th day of November Anno Domini 1944

Franklin W. Campbell (SEAL) Notary Public for S. C.

Addie Lavinia Cellum

Recorded the above conveyance, this 29th day of November at 12 M. 1944

CC&RMC

435

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE EASTERN DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

UNITED STATES OF AMERICA,
Petitioner,

-vs-

Pd Acres of Land, more or less, in Colleton County, South Carolina, Levi Folk, et al.,
Defendants.

CIVIL ACTION NO. 870

JUDGMENT

(Tract No. D-7; Declaration of taking No. 1)

This day comes the petitioner in the above-entitled cause, the United States of America, by Claud N. Sapp, Esq., United States Attorney, Ben Scott Wheley, Esq., Assistant United States Attorney, and James B. Heyward, Esq., Special Attorney, and moves the Court to enter a judgment with respect to the tract of land hereinafter described and embraced within the above-entitled proceeding, decreeing a perpetual easement for the location, construction, maintenance, operation, and patrol of a railroad spur track, in, on, over, and across the aforementioned lands, reserving to the land owners a right-of-way to cross the spur track to provide access to the lands adjoining the said spur track on either side, to have become vested in the United States of America upon the filing herein of a Declaration of Taking No. 1 on December 15, 1942, and amendment thereto filed on May 6, 1944, and the deposits made therewith; ordering a disbursement of the deposits made, as hereinafter set forth, and giving judgment for the benefit of certain defendants hereinafter named; and

It having been caused to appear to the satisfaction of this Court:

1. That a Petition for Condemnation and Order for Possession were filed herein at the request of the Secretary of War on September 17, 1942, and on December 15, 1942, there was duly filed in the said cause an Amended Petition for Condemnation No. 1, Declaration of Taking No.1, and Judgment on Declaration of Taking No. 1, and on May 6, 1944, an Amendment to Declaration of Taking No. 1, together with petition and judgment thereon were filed, against the tract of land which inthe subject of these proceedings; and that there was deposited into the Registry of this Court simultaneously with the filing of said Declaration of Taking No. 1 on December 15, 1942, the sum of One hundred Sixty-five and No/100 ($165.00) Dollars, and on May 6, 1944 with the filing of the Amendment to Declaration of Taking No. 1 the sum of One hundred Eighty and No/100 ($180.00) Dollars, as the estimated compensation for the taking of a perpetual easement over the tract of land hereinafter described, reserving to the land owners a right-of-way to cross the spur track to provide access to the lands adjoining the said spur track on either side. That the Judgment of this Court on the tract of land described in Amendment to Declaration of Taking No. 1 filed May 6, 1944, decreed a perpetual easement for the location, construction, maintenance, operation, and patrol of a railroad spur tract, in, on, over, and across the below described land, reserving to the land owners a right-of-way to cross the spur track to provide access to the lands adjoining the said spur track on either side, to have become vested in the United States of America upon the filing of said respective Declarations of Taking No. 1 and the making of the said deposits as above stated, and the right to just compensation vested in the person or persons entitled thereto; and

2. That the correct description of the said tract of land, a portion of which was included in Declaration of Taking No. 1 filed December 15, 1942, and the entire area of which was included in Amendment to Declaration of Taking No. 1 filed May 6, 1944, is as follows:

TRACT NO. D-7:

All that tract or parcel of land lying and being in Colleton County, South Carolina, bounded on the East by Carrie W. Fourifoy, on the Southeast and Northwest by other lands of the Henrietta Gadsden estate, and on the West by A. F. Henderson, and being more fully described as follows: Beginning at a point on the property line common to Henrietta Gadsden Estate and Carrie W. Fourifoy which is South 16 degrees 46 minutes East 413.60 feet from a concrete post at the Northeast corner of the Henrietta Gadsden Estate tract; thence South 66 degrees 13 minutes 30 seconds West 1,990.6 feet to a point in the property line common to Henrietta Gadsden estate and A. F.

Henderson; thence along said property line South 14 degrees 56 minutes West 152 feet; thence North 56 degrees 13 minutes 30 seconds East 1,936.4 feet; thence North 16 degrees 43 minutes East 157.2 feet to the beginning, containing 4.66 acres, more or less.

3. That an Amendment to Amended Petition for Condemnation No. 1, Order thereon and Notice issued in pursuance thereof, were duly filed herein on September 30, 1943, under which all parties having an interest in said lands were required to file their returns on or before the 16th day of November, A. D., 1943, being more than Twenty (20) days after service of the said Notice upon them; that under Order filed herein on December 20, 1943, the day for filing return to Notices issued was extended to January 14, 1944; that on May 6, 1944, a further Order for service upon the parties in interest was issued and Notice thereunder served upon them, under which they were summoned and required to make Answer to this Court on or before September 25, 1944; that as appears by Affidavit of Default filed herein, no answer or returns were filed herein by any except the following parties:

TRACT NO. D-7:

Harold A. Gadsden
Clarence A. Gadsden
Ernestine G. Settle
Benjamin F. Gadsden

4. That at the October term of this Court, the matter of just compensation for the taking of said perpetual easement over said lands, as hereinabove set forth with respect to Amendment to Declaration of Taking No. 1 filed May 6, 1944, was submitted to a Jury, and its Verdict was duly filed herein on October 23, 1944, which Verdict is in substance as follows:

TRACT NO.	JUST COMPENSATION
D-7	$700.00

5. That it has further been made to appear to this Court that the following parties were at the time of the taking of said perpetual easement the ostensible owners of the tract of land below set forth, all other parties hereto having been made parties for the purpose of allowing them to present proof of any possible interest or claim they might have in said premises, and none of them having presented evidence of any such claim to this Court:

TRACT NO. D-7:

Harold A. Gadsden
Clarence A. Gadsden
Ernestine G. Settle
Benjamin F. Gadsden

NOW THEREFORE, upon consideration of the foregoing matters, the record made herein, the Verdict of the Jury as above set forth, and the Statutes in such case made andprovided, it is

ORDERED,

(1) That the Verdict of the Jury filed herein on October 23, 1944, be and the same is hereby in all respects confirmed, and the sum thereinstated as just compensation for the taking and condemning of a perpetual easement for the location, construction, maintenance, operation, and patrol of a railroad spur track in, on, over, and across the lands above-described, reserving to the land owners a right-of-way to cross the spur track to provide access to the lands adjoining the said spur track on either side, is hereby approved and confirmed.

(2) That simultaneously upon the filing of said Declaration of Taking No.1 on December 15, 1942, and the filing of said Amendment to Declaration of Taking No. 1 on May 6, 1944, and the respective deposits made thereunder as above stated by the United States of American Petitioner herein, a perpetual easement for the location, construction, maintenance, operation, and patrol of a railroad spur track, in; on, over and across the afore-mentioned land, reserving to the land owners a right-of-way to cross the spur track to provide access to the lands adjoining the said spur track on either side, became divested from and out of the parties entitled thereto, and an unencumbered title to the said perpetual easement over the said tract and improvements thereon, subject to the right to cross hereinabove referred to, there-

upon became vested in the United States of America and its assigns, and all valid liens and claims against the said tract became transferred from the same to the said funds so deposited in the Registry of the Court to the end that the United States of America took an unencumbered title to the perpetual easement as set out in Amendment to Declaration of Taking No. filed May 6, 1944, free and clear of all claims whatsoever.

(3) That the Clerk of this Court do forthwith issue his check to the parties hereinafter listed, and that he do take their receipts therefor:

TRACT NO. B-7

TO: Harold A. Dudaden; Mrs. Harold A. Dudaden, if any;
Clarence A. Dudaden; Mrs. Clarence A. Dudaden, if any;
Benjamin F. Dudaden; Mrs. Benjamin F. Dudaden, if any;
and Armentine G. Settle $340.00

(4) That the Defendants above listed have judgment against the United States of America for the sum of Three Hundred Fifty-five ($355.00) Dollars, same being difference between amount of Verdict and amount of deposits, together with interest on Seven hundred ($700.00) Dollars from September 17, 1942 to December 15, 1942, plus interest on Five hundred thirty-five ($535.00) Dollars from December 15, 1942 to May 6, 1944, plus interest on Three hundred Fifty-five ($355.00) Dollars from May 6, 1944, until paid, all at the rate of Six (6%) Per Cent Per Annum.

(5) That the United States of America deposit into the Registry of this Court the amount of the deficiency judgment as above set forth, the said deposit to be for the use and benefit of the Defendants above listed as hereinbefore determined, and the Clerk of this Court is further ordered to disburse the said sum when so deposited as above directed to the said Defendants without further authority or order of this Court.

(6) That all Defendants named as parties defendant in the Notice and Order filed herein on September 30, 1943, Order extending the time for answering filed December 20, 1943, and Order for Publication filed August 9, 1944, saving and excepting those Defendants above named, who have filed their returns herein, are hereby adjudged to be in default and to have no further interest in these proceedings or in the amounts deposited in the Registry of this Court, and are hereby adjudged to have no right, title to, or any interest in any of the land hereindescribed.

This cause is hereby declared to be terminated and ended.

J. Waties Waring
United States Judge
Eastern District of South Carolina

November 11, 1944.

A TRUE COPY, ATTEST.
Ernest L. Allen
Clerk of U. S. District Court
East. Dist. So. Carolina
(Seal affixed)
Recorded November 24, 1944 at 10 A.M.

DEED

458

STATE OF SOUTH CAROLINA,)
AGREEMENT
COUNTY OF COLLETON.)

THIS AGREEMENT made and entered into this 1st day of December, 1944, between Mrs. Elizabeth Vern and B. F. Elliott, WITNESSETH: That the said Mrs. Elizabeth Vern agrees to convey in fee simple unto the said B. F. Elliott, his heirs and assigns forever by good and sufficient Deed of General Warranty the following described lot of land;

All that certain lot of land located on the north side of Hampton Street in the Town of Walterboro, County of Colleton, State of South Carolina, containing one-half (½) acre, more or less, and bounded as follows: North by lot, now or formerly, of estate of J. H. Klein; East by lot of Saunders; South by Hampton Street; and West by lot of S. B. Owens, being the same lot conveyed to Mrs. Elizabeth Vern by H. S. Wilder by Deed dated the 14th day of March, 1931, recorded in the Office of the Clerk of Court for Colleton County in Book 65 at page 460.

Upon the payment by the said B. F. Elliott of the sum of Eight Thousand and No/100 ~~Dollars~~ ($8,000.00) Dollars in the following manner: One Thousand and no/100 ($1,000.00) Dollars cash, the receipt whereof is hereby acknowledged and the balance of Seven Thousand and no/100 ($7,000.00) Dollars in annual installments of One Thousand and no/100 ($1,000.00) Dollars per year, payable on the 1st day of December of each succeeding year until paid, with interest on the unpaid balance at the rate of Four percent (4%) per annum and with the privilege to the said B. F. Elliott of anticipating said payments and paying such amount as he may desire at any time.

Taxes for 1944 are to be paid by the Seller and all subsequent taxes are to be paid by the Seller and all subsequent taxes are to be paid by the Purchaser, on and after future renewal of insurance.

IT IS FURTHER AGREED between the parties that upon the payment of Three Thousand and no/100 ($3,000.00) Dollars on the purchase price, that the Seller is to make title to the Purchaser for the premises and the Purchaser is to execute a mortgage to the Seller for the unpaid balance on the terms of this Agreement.

TO THESE PRESENTS Mrs. Elizabeth Vern binds herself, her heirs, executors, administrators and assigns.

IT IS UNDERSTOOD AND AGREED by and between the parties to this Agreement that if the said B. F. Elliott shall fail to pay the installments as herein stipulated and within the time herein stipulated that the said Mrs. Elizabeth Vern shall have the option of declaring the contract at an end and retain the amounts paid as rent.

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

IN THE PRESENCE OF:

P. M. Vern — Mrs. Elizabeth Vern (L.S.)

Isadore Bogoslow — B. F. Elliott (L.S.)

STATE OF SOUTH CAROLINA,)
COUNTY OF COLLETON.)

PERSONALLY APPEARED P. M. Vern, who being duly sworn says that he saw the within named Mrs. Elizabeth Vern and B. F. Elliott sign, seal and as their act and deed deliver the foregoing Contract of Sale and, that he with Isadore Bogoslow witnessed the execution thereof.

SWORN to before me this 1st day of December, 1944.

Isadore Bogoslow (L.S.)
Notary Public for S. C.
My commission expires at the pleasure of the Governor.

P. M. Vern

Recorded December 1, 1944 at 2 P.M.

L. A. SNOAK TO J. H. SNOAK

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, L. A. Snoak

in the State aforesaid in consideration of the sum of Nine hundred and no/100 ($900.00) DOLLARS,

to me in hand paid at and before the sealing of these presents by J. H. Snoak

in the State aforesaid 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 J. H. Snoak, his heirs and assigns:

All that certain piece, parcel or tract of land situate, lying and being in Warren Township, County and State aforesaid, measuring and containing fifty-nine and eight-tenths (59.8) acres, more or less and bounded as follows to wit: Northeast by estate lands of J. K. Kinsey; Southeast by estate lands of J. H. Snoak; Southwest by estate lands of F. J. Wilson; and Northwest by lands of F. H. Snoak, part of the same tract.

This being a part of the same tract conveyed to me by L. C. Padgett, Sheriff, by deed dated the 13th day of October, 1927 and recorded in Book 30 at Page 630 in the R.M.C. office for Colleton County.

TOGETHER with, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said J. H. Snoak, his Heirs 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 J. H. Snoak, his Heirs and Assigns, against me and my Heirs, and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this ---- day of ---- in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and sixty ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Sue Hassing — I. A. Snoak (L. S.)

S. L. Kinsey — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ 1.10 S. C. Stamps $ 1.00

Personally appeared before me Sue Hassing and made oath that she saw the within named I. A. Snoak sign, seal, and as his act and deed, deliver the within written Deed; and that she with J. C. Lemacks witnessed the execution thereof.

Sworn to before me, this 29th day of November, A. D. 1944

J. C. Lemacks (SEAL) (Seal affixed) Notary Public for S. C.

Sue Hassing

RENUNCIATION OF DOWER

THE STATE OF SOUTH CAROLINA, Colleton County.

I, J. C. Lemacks, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Fannie C. Snoak the wife of the within named I. A. Snoak 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 J. H. Snoak, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 29th day of November, Anno Domini 1944

J. C. Lemacks (SEAL) (Seal affixed) Notary Public for S. C.

Fannie C. Snoak

Recorded the above conveyance, this 29th day of November at 5 P.M. 1944

C C & R. M. C.

DEED

460

I. A. SNOAK TO F. M. SNOAK

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, I. A. Snoak

in the State aforesaid, in consideration of the sum of Nine Hundred and no/100 ($900.00) DOLLARS, to me in hand paid at and before the sealing of these presents by F. M. Snoak

in the State aforesaid, 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 F. M. Snoak, his heirs and assigns:

All that certain piece, parcel or tract of land situate, lying and being in Warren Township, County and State aforesaid, measuring and containing Fifty-nine and eight tenths (59.8) acres, more or less and bounded as follows to wit: Northeast by landsof Mrs. Junie Strickland; Southeast by estate lands of J. M. Kinsey; Southwest by lands of J. M. Snoak, part of the same tract; and Northwest by lands of Mrs. Junie Strickland and estate lands of F. A. Wilson.

This being a part of the same tract conveyed to me by L. C. Padgett, Sheriff, by deed dated 14th day of October 1923 and recorded in book 70 at page 630 in the R. M. C. office for Colleton County.

TOGETHER with, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said F. M. Snoak, his Heirs 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 F. M. Snoak, his Heirs and Assigns, against me and my Heirs, and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS My Hand and Seal, this --- day of --- in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Sue Wessing — I. A. Snoak (L. S.)

E. L. Ramsay — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $1.10 S.C. Stamps $1.00

Personally appeared before me Sue Wessing and made oath thatshe saw the within named I. A. Snoak sign, seal, and as his act and deed, deliver the within written Deed; and that she with J. C. Lemacks witnessed the execution thereof.

Sworn to before me, this 29th day of November A.D. 1944.

J. C. Lemacks (Seal affixed) Notary Public for S. C. (SEAL)

Sue Wessing

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, J. C. Lemacks, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Fannie C. Snoak the wife of the within named I. A. Snoak 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 F. M. Snoak, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 29th day of November Anno Domini 1944.

J. C. Lemacks (Seal affixed) Notary Public for S. C. (SEAL)

Fannie C. Snoak

Recorded the above conveyance, this 29th day of November at 4 P.M., 1944.

C.C.&R.M.C.

G. K. Nattles et ux TO W. B. [illegible]

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS:

That G. K. Nattles and wife Florus Nattles

of Colleton 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 Fourteen and 25/100 ($ 14.25) Dollars, paid by W. B. Calhoun, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-half (1/2) 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:

being 95 acres of land, more or less, bounded as follows.

On the North by land of B. Benton Est.
On the East by land of B. Benton Est.
On the South by land of B. Benton Est.
On the East by land of Bennie Benton.

(It is the intention of the above description to cover all land owned by us in Colleton County, S. C. whether the same be correctly described above or not.)

For Transfer See Deed Book 10.3 Page 125

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature of the grantor this 19th day of November, 19 44

Signed, Sealed and Delivered in the Presence of:

Witnesses:

Herbert Nattles

Cary D. Price

G. K. Nattles

her
Florus X Nattles
mark

DEED

462

THE STATE OF SOUTH CAROLINA,
Colleton COUNTY.

PERSONALLY appeared before me Mary B. Price

and made oath that she saw the within named C. H. Hattlen

sign, seal, and as his act and deed, deliver the within written mineral right

and royalty transfer and that he

with Herbert Hattlen

witnessed the execution thereof.

SWORN to before me, this 18th
day of November, A. D. 1944

H. G. Price (SEAL)

Notary Public for S. C. Mary B. Price

THE STATE OF SOUTH CAROLINA,
Colleton COUNTY.

RENUNCIATION OF DOWER

I, H. G. Price, a Notary Public

do hereby certify unto all whom it may concern, that Mrs. Florew Hattlen

the wife of the within named C. H. Hattlen

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

H. H. McElmurry

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 18th day of November Anno Domini 1944.

H. G. Price (SEAL)

Notary Public for S. C. her Florew X Hattlen mark

Recorded November 27th 1944 at 11 A.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,)
COUNTY OF COLLETON)

KNOW ALL MEN BY THESE PRESENTS:

That L. F. Ort and wife, Iris Herndon Ort

of Colleton 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 Seventeen and 70/100 ------ ($17.70) Dollars, paid by J. B. McClammy, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-half (1/2) 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:

being 11d acres of land, more or less, bounded as follows,

On the North by the Edisto river
On the East or Southeast by highway #15 and by lands of J. C. Johnston
On the South by land of J. C. Johnston and land of Mrs. F. S. H. Hinus
On the Southwest, West and Northwest by land of Est. of L. Hinus,

(It is the intention of the above description to cover all land owned by us in Colleton County, S. C. whether it be correctly described above or not.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

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

Witness the signature[s] of the grantor this 16th day of November, 19 44

Signed, Sealed and Delivered in the Presence of:

Witnesses:

Lucille Kinard

P. J. Kinard

Lonie F. Ort

Iris Herndon Ort

464

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me Lucille Kinard and made oath that she saw the within named L. P. Utt sign, seal, and as his act and deed, deliver the within written mineral right and royalty transfer and that she with P. J. Kinard witnessed the execution thereof.

SWORN to before me, this 16th day of November, A. D. 1944

P. J. Kinard (SEAL)
(Seal affixed)
Notary Public for S. C.

Lucille Kinard

THE STATE OF SOUTH CAROLINA,
Colleton County.

RENUNCIATION OF DOWER

I, P. J. Kinard, a Notary Public do hereby certify unto all whom it may concern, that Mrs. Iris Herndon Utt the wife of the within named L. P. Utt 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 L. M. McElmurry 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 16th day of November Anno Domini 1944.

P. J. Kinard (SEAL)
(Seal affixed)
Notary Public for S. C.

Iris Herndon Utt

Recorded November 27th 1944 at 11 A.M.

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS:

That Hugo Griffin, (a single man)

of Colleton 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 Six and 15/100 ------ ($6.15) Dollars, paid by A. B. McGlamery, hereinafter called grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-half (1/2) 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:

Bounded on the North by land of W. S. Varn
Bounded on the East by land of Mrs. S. T. Berry
Bounded on the South by land of W. S. Varn
Bounded on the West by land of W. H. Varn

Containing 41 acres of land, more or less.

(It is the intention of the above description to cover all land owned by me in Colleton County, S. C. whether the same be correctly described above or not.)

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 and 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 payment by grantor, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, if any, heretofore made or being contemporaneously made from grantor to grantee; but, for the same consideration hereinabove mentioned, grantor has said, 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.

Witness the signature of the grantor this 15th day of November, 19 44

Signed, Sealed and Delivered in the Presence of:

Witnesses:

Lucille Kinard

E. J. Kinard

his
Hugo X Griffin
mark

466

THE STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY appeared before me Lucille Kinard
and made oath that she saw the within named Mary Griffin
sign, seal, and as her act and deed, deliver the within written mineral right
and royalty transfer and that she
with F. A. Kinard
witnessed the execution thereof.

SWORN to before me, this 15th
day of November, A. D. 19 44

F. A. Kinard (SEAL)
(Seal affixed)
Notary Public for S. C. Lucille Kinard

THE STATE OF SOUTH CAROLINA,
County.

No Dower

RENUNCIATION OF DOWER

I,
do hereby certify unto all whom it may concern, that Mrs.
the wife of the within named
did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named
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 day of Anno Domini 19

(SEAL)

Notary Public for

Recorded November 27th 1944 at 11 A.M.

H. T. O'QUINN TO MRS. W. A. HATTLUS

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, H. T. O'QUINN

in the State aforesaid Farmer in consideration of the sum of five dollars and other considerations not over $100.00 DOLLARS, to me in hand paid at and before the sealing of these presents by Mrs. W. A. Hattlus

in the State aforesaid 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 Mrs. W. A. Hattlus her heirs and assigns

all that piece, parcel or tract of land situated lying and being in Heyward School District county and state aforesaid containing Ro acres Twenty eight more or less bounded as follows On the North by lands W. A. O'Quinn on the East by lands of Oscar Forester South by lands of Oscar Forester and on the West by lands of the est of the Farms.

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 Mrs. W. A. Hattlus, her Heirs 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 W. A. Hattlus

Heirs and Assigns, against me and my Heirs, or any persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 13 day of Nov. in the year of our Lord one thousand nine hundred and 44 and in the one hundred and sixty ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Adolphin h. Smoak

O. L. Smoak

his
H. T. X O'Quinn
Mark (L. S.)

(L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $
S. C. Stamps $

Personally appeared before me Adolphin h. Smoak and made oath that he saw the within named H. T. O'Quinn sign, seal, and as his act and deed, deliver the within written Deed; and that S he with O. L. Smoak witnessed the execution thereof.

Sworn to before me, this 13 day of Nov. A. D. 1944.

O. L. Smoak (SEAL)
Notary Public for S. C.

Adolphin h. Smoak

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, O. L. Smoak, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. W. A. O'Quinn the wife of the within named H. T. O'Quinn 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 Mrs. W. A. Hattlus, her Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 13 day of Nov., Anno Domini 19 44.

O. L. Smoak (SEAL)
Notary Public for S. C.

W. A. O'Quinn

Recorded the above conveyance, this 27th day of November at 10:45 A.M., 19 44

C. C. & R. M. C.

DEED

468

H. B. BLOCK, JR. ET UX TO ELLA DOYLE

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

We, H. B. Block, Jr. and Rosa A. Block

in the State aforesaid, in consideration of the sum of Seventy five and No/100 ------- DOLLARS, to us in hand paid at and before the sealing of these presents by Ella Doyle in the State aforesaid, 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 Ella Doyle, her heirs and assigns,

all that piece, parcel or tract of land, situate in Bloke Township, County of Colleton and State of South Carolina, containing five (5) acres, more or less, and bounded, now or formerly, as follows: North by neighborhood road; East by Strants plantation; South and West by lands of Sam Fraser. Being tract number one in a deed from Lucas C. Padgett, Sheriff, to Walterboro Live Stock and Vehicle Company, dated 4 August, 1926, recorded 4 August, 1926, in the office of Clerk of Court for Colleton County, S. C., in Book 30, page 524.

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 Ella Doyle, her Heirs and Assigns, forever.

AND we do hereby bind ourselves and our Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Ella Doyle, her Heirs and Assigns, against us and our Heirs lawfully claiming, or to claim the same, or any part thereof.

WITNESS our Hand S and Seal S this 27th day of November in the year of our Lord one thousand nine hundred and Forty-four and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

J. C. Lancaster — H. B. Block, Jr. (L. S.)

Myrtis A. Fripp — Rosa A. Block (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ S. C. Stamps $

Personally appeared before me Myrtis A. Fripp and made oath that She saw the within named H. B. Block, Jr. and Rosa A. Block sign, seal, and as their act and deed, deliver the within written Deed; and that She with J. C. Lancaster witnessed the execution thereof.

Sworn to before me, this 27th day of November, A. D. 1944

J. C. Lancaster (SEAL) (Seal affixed) Notary Public for S. C.

Myrtis A. Fripp

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, J. C. Lancaster, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Rosa A. Block the wife of the within named H. B. Block, 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 Ella Doyle, her Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 27th day of November, Anno Domini 1944.

J. C. Lancaster (SEAL) (Seal affixed) Notary Public for S. C.

Rosa A. Block

Recorded the above conveyance, this 28th day of November at 10 A. M. 1944

CC&RMC

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, B. Huston Bunnett,

in the State aforesaid, in consideration of the sum of Five Thousand and no/100 ------ DOLLARS, to me in hand paid at and before the sealing of these presents by C. E. Podgett

in the State aforesaid, 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 C. E. Podgett, his heirs and assigns:

All that piece, parcel or lot of land situated, lying and being in the Town of Lodge, measuring and containing two (2) acres, more or less, and bounded and described as follows: North by land of A. P. Carter; East by lot of T. A. Black; South by a public road through Town of Lodge leading to Ashton; and West by lot of J. C. Reece, being the same tract of land conveyed to me by Clyde ... Bunnett, et al by deed dated November 16, 1936 and recorded November 20, 1936 in the Clerk's Office for Colleton County in Book 70, page 441, less two (2) acres sold to J. C. Reece by title recorded in the Clerk's Office at Walterboro in Book 76, at page 241.,

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 C. E. Podgett, his Heirs 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 C. E. Podgett, his Heirs and Assigns, against me and my Heirs, and all persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 20th day of November in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and sixty eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Heber A. Podgett — B. Huston Bunnett (L. S.)

Ruth W. Carter — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $ 2.50
S. C. Stamps $ 4.00

Personally appeared before me Ruth W. Carter and made oath that she saw the within named B. Huston Bunnett sign, seal and as his act and deed, deliver the within written Deed; and that she with Heber A. Podgett witnessed the execution thereof.

Sworn to before me, this 20th day of November A. D. 1944

Heber A. Podgett (SEAL)
Notary Public for S. C.

Ruth W. Carter

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, _____, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Gwendolyn S. Bunnett, the wife of the within named B. Huston Bunnett, 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 C. E. Podgett, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 20th day of November Anno Domini 19 44.

Heber A. Podgett (SEAL)
Notary Public for S. C.

Gwendolyn S. Bunnett

Recorded the above conveyance, this 28th day of November at 10:20 A.M., 1944

C. C. & R. M. C.

DEED

470

MRS. C. K. O'QUINN TO MRS. E. K. HATTLES

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Mrs. C. K. O'Quinn

in the State aforesaid, farmer, in consideration of the sum of Five dollars and other considerations not over $100.00 DOLLARS, to me in hand paid at and before the sealing of these presents by Mrs. E. K. Hattles

in the State aforesaid, 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 Mrs. E. K. Hattles her heirs and assigns

All that certain piece parcel or tract of land situated lying and being in Heywards School District county and state aforesaid containing 30 thirty acres more or less, bounded as follows On the North by lands of Berry Lyons on the east by lands of Charlie Hattles on the south by lands of H. T. O'Quinn and on the west by lands of Est of Varns.

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 Mrs. E. K. Hattles, her Heirs 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 Mrs. E. K. Hattles, her Heirs and Assigns, against me and my Heirs or any persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 13 day of November in the year of our Lord one thousand nine hundred and 41, and in the one hundred and sixty ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Adolphia K. Crook — C. K. O'Quinn (L. S.)

J. C. Crook (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ S. C. Stamps $

Personally appeared before me Adolphia K. Crook and made oath that he saw the within named C. K. O'Quinn sign, seal, and as his act and deed, deliver the within written Deed; and that She with C. K. Crook witnessed the execution thereof.

Sworn to before me, this 13 day of November A. D. 1941

C. K. Crook (SEAL) Notary Public for S. C.

Adolphia K. Crook

THE STATE OF SOUTH CAROLINA, Colleton County.

CLIFTON A. WOLFE

RENUNCIATION OF DOWER

I, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of Anno Domini 19

(SEAL) Notary Public for S. C.

Recorded the above conveyance, this 27th day of November at 10:45 A.M., 1941.

C.C.&R.M.C.

STATE OF SOUTH CAROLINA,)
COUNTY OF COLLETON.)

TITLE TO REAL ESTATE.

KNOW ALL MEN BY THESE PRESENTS, THAT we, Mrs. Johnneplene Ramsey, Q. A. Ramsey, H. L. Ramsey, Wildon Ramsey, Enoch Ramsey, H. B. Ramsey (widower), Shellie R. DeWitte and Myrtle O'Quin, sole heirs at law of Jacob Ramsey, deceased, in the State aforesaid, in consideration of the sum of One Thousand, Six Hundred and No/10C ($1600.00) Dollars, to us in hand paid at and before the sealing of these presents by George L. Parish, in the State aforesaid, 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 George L. Parish, his heirs and assigns,

All that piece, parcel or tract of land, together with the buildings and improvements thereon, situate in Heyward Township, County of Colleton and State of South Carolina, known as tract No. 12, being a part of the Heyward Pine Land tract, located near Hendersonville, S. C., containing fifty and seventy five one-hundredths (50.75) acres, more or less, and bounded, now or formerly, as follows: North and North East by a road separating same from tracts Nos. 13 and 14, owned by Colleton Mercantile & Manufacturing Company; East by road separating same from tract No. 11, lands of H. M. Hill, formerly Colleton Mercantile & Manufacturing Company, and by lands of estate Louis Ramsey; South by lands now or formerly Silcox and Company; and West and South West by tract No. 15, hereinafter described, property of estate Jacob Ramsey, being the same premises conveyed to Jacob Ramsey by Colleton Mercantile & Manufacturing Company by deed dated 8 May, 1914, recorded 22 May, 1914, in the office of Clerk of Court for Colleton County, S.C., in Book 40, page 116.

Also, all that piece, parcel or tract of land, together with the buildings and improvements thereon, situate in Heyward Township, County of Colleton and State of South Carolina, known as tract No. 15, being a part of the Heyward Pine Land tract, located near Hendersonville, S. C., containing fifty four (54) acres, more or less, and bounded, now or formerly, as follows: North and North West by road separating same from tract No. 14, owned by Colleton Mercantile & Manufacturing Company; East by tract No. 12, hereinabove described, property of estate Jacob Ramsey; South by lands now or formerly Silcox and Company; and East and South West by tract No. 16, property of Colleton Mercantile & Manufacturing Company. Being the same premises conveyed to Jacob Ramsey by Colleton Mercantile & Manufacturing Company by deed dated 14 August, 1919, recorded 6 January, 1940, in the office of Clerk of Court for Colleton County, S. C., in Book 78, page 52.

The two tracts above described are fully delineated on a plat thereof made for Sanders and Lemacks of the Heyward Pine Land tract by C. A. DuRant, Surveyor, of date March, 1911, recorded 21 July, 1919, in the office of Clerk of Court for Colleton County, S. C., in Plat Book 1, page 340.

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 mentioned unto the said George L. Parish, his Heirs and Assigns forever.

AND we do hereby bind ourselves and our Heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said George L. Parish, his Heirs and Assigns, against us andour Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hands and seals this 10th day of November in the year of our Lord one thousand, nine hundred and forty four and in the one hundred and sixty ninth year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in the presence of:

J. C. Lemacks
Myrtis A. Fripp
As to execution of Q. A. Ramsey & Hertie O'Quin.

Geo. A. Lance
Mary Margaret Allison
As to execution by Mrs. Johnneplene Ramsey, H. L. Ramsey, Wildon Ramsey, Enoch Ramsey, H. B. Ramsey and Shellie R. DeWitte.

Q. A. Ramsey (SEAL)
Hertie O'Quinn (SEAL)
Johnneplene Ramsey (SEAL)
Shellie R. DeWitt (SEAL)
Wildon Ramsey (SEAL)
Enoch Ramsey (SEAL)
H. B. Ramsey (SEAL)
Howell L. Ramsey (SEAL)

STATE OF SOUTH CAROLINA,)
COUNTY OF COLLETON.)

Personally appeared before me Myrtis A. Fripp and made oath that she saw the within named Q.A. Ramsey and Hertie O'Quin, sign, seal, and as their act and deed, deliver the within written Deed; and that she with J. C. Lemacks witnessed the execution thereof.

472.

SWORN to before me this 20th day of November, A. D., 1944.

J. C. Lemacks (L.S.)
Notary Public for S. C. Myrtis A. Fripp

STATE OF SOUTH CAROLINA,)
COUNTY OF CHARLESTON.)

Personally appeared before me Mary Margaret Allison and made oath that she saw the within named Mrs. Johnnaplene Ramsey, H. L. Ramsey, Wildon Ramsey, Enoch Ramsey, R. B. Ramsey and Shellie R. DeWitte, sign, seal, and as their act and deed, deliver the within written deed; and that she with George B. Lancer witnessed the execution thereof.

SWORN to before me this 17 day of November, A. D., 1944.

Geo. B. Lancer (L.S.)
Notary Public for S. C. Mary Margaret Allison

STATE OF SOUTH CAROLINA,)
COUNTY OF COLLETON.)

RENUNCIATION OF DOWER.

I, J. C. Lemacks, Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Sula S. Ramsey, the wife of the within named H.L. Ramsey, 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 George B. Parish, his Heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this 20th day of November Anno Domini 1944.

J. C. Lemacks (L.S.)
Notary Public for S. C. Sula S. Ramsey

STATE OF SOUTH CAROLINA,)
COUNTY OF CHARLESTON.)

RENUNCIATION OF DOWER.

I, George B. Lancer, Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Margaret M. Ramsey, the wife of the within named H. L. Ramsey, 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 od any person or persons whomsoever, renounce, release and forever relinquish unto the within named George B. Parish, his Heirs and assigns, all her interest and estate, and also a l 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 17 day of November Anno Domini 1944.

Geo B. Lancer (L.S.)
Notary Public for S. C. Margaret M. Ramsey

STATE OF SOUTH CAROLINA,)
COUNTY OF CHARLESTON.)

RENUNCIATION OF DOWER.

I, George B. Lancer, Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Velma H. Ramsey, the wife of the within named Wildon Ramsey, 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 George B. Parish, his Heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal this 17 day of November Anno Domini 1944.

George. B. Lancer (L.S.)
Notary Public for S. C. Velma H. Ramsey

STATE OF SOUTH CAROLINA,)
RENUNCIATION OF DOWER.
COUNTY OF COLLETON.)

I, George S. Lancer, Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Lisha M. Ramsey, the wife of the within named Enoch Ramsey, 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 George W. Parish, his heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal this 17 day of November A.D. 1944.

Geo. S. Lancer (L.S.)
Notary Public for S. C.

Mrs. Lisha M. Ramsey.

Recorded November 27, 1944 at 10:30 A.M.

B. L. RHODES TO MRS. ORACLE Crosby

The State of South Carolina,
COUNTY OF Colleton

To All Whom These Presents May Concern:

WHEREAS, by an Act of the General Assembly of the State of South Carolina, entitled "An Act in Relation to Forfeited Land, Delinquent Lands, and Collection of Taxes," approved December 24th, 1887, and Acts amendatory thereof it is provided that hereafter, immediately upon the expiration of the time allowed by law for the payment of taxes in any year, the County Treasurer of each County shall and is hereby authorized and directed, to issue in the name of the State a warrant or execution, in duplicate, against each defaulting taxpayer in his County, signed by him in his official capacity, directed to the Sheriff of his County or his lawful deputy requiring and commanding him to levy the same by distress and sale of so much of the defaulting taxpayer's estate, real or personal, or both, as may be sufficient to satisfy the taxes, State, School, County and Special, of such defaulter, specifying therein the aggregate amount of all his taxes, as well as the amounts to each fund and

WHEREAS, it is further provided by said Act and Amendatory Acts that under and by virtue of said warrant or execution, the Sheriff shall seize and take exclusive possession of so much of the defaulting taxpayer's estate, real or personal, or both as may be necessary to raise a sum of money named therein and the charges thereon, and after due advertisement sell the same before the Court House door at the County, on a regular sales day, and within the usual hours for public sales, for cash, give to the purchaser (upon his complying with the terms of sale) a receipt for the purchase money, but not make title to the purchaser until the expiration of twelve months from the day of sale, if the property sold be not redeemed as therein provided, and assess said receipt with the duplicate warrant with the endorsements thereon of his actions thereunder, and

WHEREAS, P. W. Campbell The County Treasurer of Colleton County, has issued his warrant directed to me, by authority of said Act, against Mrs. Mae Martin a defaulting taxpayer of said County, strictly charging and commanding me, as Sheriff of said County, to levy by distress and sale of the personal property, and if sufficient personal property cannot be found, then by distress and sale of the land of the said Mrs. Mae Martin defaulter, the sum of Six and 31/100 ------ Dollars, together with Four and 50/100 ----- Dollars, the charges thereof and sold for 1941 taxes; and

WHEREAS by virtue of said warrant or execution I, B. L. Rhodes Sheriff of the County and State aforesaid, did on the 1st. day of April, 194--, seize and take possession of the Real property hereinafter described, and on the sales day of the month of November, in the year 194 4., during the usual hours of sale, after due advertisement, sell the same to Forfeited Land Commission, who assigned its bid to Mrs. Oracle Crosby Dollars, the purchaser, and the highest bidder at such sale, for the sum of Ten and 87/100 ------- and gave a receipt for said purchase money to him; and

WHEREAS, twelve months have elapsed since the date of said sale, and the said Mrs. Mae Martin the defaulting taxpayer or other party interested has failed to redeem said land so sold for taxes

NOW, THEREFORE, I B. L. Rhodes Sheriff of said County, in consideration of the premises, and the sum of Ten and 87/100 ------- Dollars, to me paid by the said Mrs. Oracle Crosby, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Mrs. Oracle Crosby:

All that lot of land, with one building, in the State of South Carolina, County of Colleton, Walterboro School District, bounded as follows: North by Savage Street; East by Mrs. J. D. Padgett; South by Mrs. J. D. Padgett; West by J. A. Henderson.

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

TO HAVE AND TO HOLD all and singular the premises hereby granted, with the appurtenances, unto the said Mrs. Oracle Crosby, her heirs and assigns forever, according to the form, force and effect of the laws and statutes of the State of South Carolina in such cases made and provided.

WITNESS my hand and seal this 27th day of November in the year of our Lord one thousand nine hundred and forty-four and in the ------ year of the Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF US:

Coralia Padgett

E. F. Sineath

B. L. Rhodes
Sheriff Colleton Co., S. C.
(Seal affixed)

STATE OF SOUTH CAROLINA,
Colleton County.

PERSONALLY APPEARED BEFORE ME

and made oath that he saw the above named B. L. Rhodes Sheriff of the County of Colleton sign, seal, and as his act and deed deliver the above Deed of Conveyance; and that he, with Coralia Padgett witnessed the execution thereof.

SWORN before me this 27th day of November, A. D. 194 4

Coralia Padgett (L.S.)
Notary Public, S. C.

E. F. Sineath

Recorded this 28th day of November at 4 P.M., 194 4.

CC&RMC

DEED

476

No. 414—Title by the Sheriff—Delinquent Land Sales—Rev. 1941

The State of South Carolina,

COUNTY OF Colleton

To All Whom These Presents May Concern:

WHEREAS, by an Act of the General Assembly of the State of South Carolina, entitled "An Act in Relation to Forfeited Land, Delinquent Lands, and Collection of Taxes," approved December 24th, 1887, and Acts amendatory thereof it is provided that hereafter, immediately upon the expiration of the time allowed by law for the payment of taxes in any year, the County Treasurer of each County shall and is hereby authorized and directed, to issue in the name of the State a warrant or execution, in duplicate, against each defaulting taxpayer in his County, signed by him in his official capacity, directed to the Sheriff of his County or his lawful deputy requiring and commanding him to levy the same by distress and sale of so much of the defaulting taxpayer's estate, real or personal, or both, as may be sufficient to satisfy the taxes, State, School, County and Special, of such defaulter, specifying therein the aggregate amount of all his taxes, as well as the amount to each fund and

WHEREAS, it is further provided by said Act and Amendatory Acts that under and by virtue of said warrant or execution, the Sheriff shall seize and take exclusive possession of so much of the defaulting taxpayer's estate, real or personal, or both as may be necessary to raise a sum of money named therein and the charges thereon, and after due advertisement sell the same before the Court House door of the County, on a regular sales day, and within the usual hours for public sales, for cash, give to the purchaser (upon his complying with the terms of sale) a receipt for the purchase money, but not make title to the purchaser until the expiration of twelve months from the day of sale, if the property sold be not redeemed as therein provided, and annex said receipt with the duplicate warrant with the endorsement thereon of his action thereunder, and

WHEREAS, H. H. Campbell The County Treasurer of Colleton County, has issued his warrant directed to me, by authority of said Act, against Heirs of S. J. F. Harris a defaulting taxpayer of said County, strictly charging and commanding me, as Sheriff of said County, to levy by distress and sale of the personal property, and if sufficient personal property cannot be found, then by distress and sale of the land of the said Heirs of S. J. F. Harris defendant, the sum of One and 80/100 ------ Dollars, together with Six and 84/100 ---- Dollars, the charges thereof and sold for 1941 taxes; and

WHEREAS by virtue of said warrant or execution I, W. L. Rhodes Sheriff of the County and State aforesaid, did on the 4th day of March 194 4, seize and take possession of the rural property hereinafter described, and on the sales day of the month of November, in the year 194 3, during the usual hours of sale, after due advertisement, sell the same to Mrs. Rachel Harris the purchaser, and the highest bidder at such sale, for the sum of Eight and 64/100 ------- Dollars, and gave a receipt for said purchase money to him; and

WHEREAS, twelve months have elapsed since the date of said sale, and the said Heirs of S. J. F. Harris the defaulting taxpayer or other party interested has failed to redeem said land as said for taxes

NOW, THEREFORE, I W. L. Rhodes Sheriff of said County, in consideration of the premises, and the sum of Eight and 64/100 ------ Dollars, to me paid by the said Mrs. Rachel Harris, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Mrs. Rachel Harris

All that piece, parcel or tract of land, lying and being in Cuonka School District, Colleton County, South Carolina, measuring and containing Ten (10) acres, more or less, and bounded as follows: North by lands of H. M. Kinsey; east by lands of L. A. Saula; South by lands of J. J. Pender; West by lands of H. H. Warn.

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

TO HAVE AND TO HOLD all and singular the premises hereby granted, with the appurtenances, unto the said Mrs. Rachel Harris, her heirs and assigns forever, according to the form, force and effect of the laws and usages of the State of South Carolina in such cases made and provided.

WITNESS my hand and seal this 5th day of December in the year of our Lord one thousand nine hundred and forty-four and in the ------- year of the Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF US:

A. F. Sineath

Coralie Padgett

W. L. Rhodes
Sheriff Colleton Co., S. C.
(Seal affixed)

STATE OF SOUTH CAROLINA,

Colleton County.

PERSONALLY APPEARED BEFORE ME A. F. Sineath and made oath that he saw the above named W. L. Rhodes Sheriff of the County of Colleton sign, seal, and as his act and deed deliver the above Deed of Conveyance; and that he, with Coralie Padgett witnessed the execution thereof.

SWORN before me this 6th day of December, A. D. 194 4

Coralie Padgett
Notary Public, S. C.

A. F. Sineath

Recorded this 6th day of December at 2 P.M. 194 4

CC&RMC

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

We, Neoux F. Fedgett, Ethel F. Jones and Annie F. Savage,

in the State aforesaid, in consideration of the sum of Four Thousand, Five Hundred and Fifty and No/100 ---------- DOLLARS, to us in hand paid at and before the sealing of these presents by Mrs. Mattie L. Smalley

in the State aforesaid, 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 Mrs. Mattie Smalley, her heirs and assigns,

All that piece, parcel or lot of land, together with the buildings and improvements thereon, situate on the South side of Hampton Street, in the Town of Walterboro, County of Colleton and State of South Carolina, known as No. 104 Hampton Street, containing approximately one-fourth (¼) of an acre, and measuring approximately seventy (70) feet on the Northern line and running back in depth approximately one hundred and seventy three (173) feet, and bounded as follows: North by Hampton Street; East by lot of Dorothy M. Guess, formerly Nellie H. Lemacks; South by lot of S. J. Ulmer; and West by lot of H. G. Harrell, being the same premises conveyed to Annie C. Fripp (now deceased) by J. A. Fripp by deed dated 24 September, 1931, recorded 1 November, 1932, in the office of Clerk of Court for Colleton County, S. C., in Book 67, page 120, and by the said Annie C. Fripp devised to Neoux F. Fedgett, Ethel F. Jones and Annie F. Savage by her last Will and Testament, which is of record in the office of the Judge of Probate, at Walterboro, for the County of Colleton and State of South Carolina.

STATE OF SOUTH CAROLINA,)
COUNTY OF RICHLAND.

Personally appeared before me Harold E. Jervey and made oath that he saw the within named Annie F. Savage sign, seal, and as her act and deed, deliver the within written Deed; and that he with Albert D. Howerton witnessed the execution thereof.

SWORN to before me this 22nd day of November, A. D., 1944.
P. B. Huff (L.S.)
Notary Public for S. C.
(Seal affixed)

Harold E. Jervey

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 Mrs. Mattie L. Smalley, her Heirs and Assigns, forever.

AND we do hereby bind ourselves and our Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Mrs. Mattie L. Smalley, her Heirs and Assigns, against us and our Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS our Hands and Seals, this 20th day of November in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of
C. C. Lemacks
Myrtis L. Fripp
As to execution by Neoux F. Fedgett and Ethel F. Jones
Harold E. Jervey
Albert D. Howerton
As to execution by Annie F. Savage

Neoux F. Fedgett (L.S.)
Ethel F. Jones (L.S.)
Annie F. Savage (L.S.)

THE STATE OF SOUTH CAROLINA,
Colleton County.

Fed. Stamps $1.65
S. C. Stamps $2.00

Personally appeared before me Myrtis L. Fripp and made oath that she saw the within named Neoux F. Fedgett and Ethel F. Jones sign, seal, and as their act and deed, deliver the within written Deed; and that she with J. C. Lemacks witnessed the execution thereof.

Sworn to before me, this 20th day of November, A. D. 1944.
C. C. Lemacks (SEAL)
(Seal affixed) Notary Public for S. C.

Myrtis L. Fripp

THE STATE OF SOUTH CAROLINA,
Colleton County.

NO RENUNCIATION OF DOWER

I, ____, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. ____ the wife of the within named ____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named ____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this ____ day of ____, Anno Domini 19____.

(SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 30th day of November at 9:45 A. M., 19 44

C. C. & R. M. C.

DEED

478

445

J. L. McMILLAN TO A. G. KLAER

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, J. L. McMillan

in the State aforesaid, in consideration of the sum of One Thousand three hundred ($1300.00) -------- DOLLARS, to me in hand paid at and before the sealing of these presents by A. G. Klaer,

in the State aforesaid, 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 A. G. Klaer, his heirs and assigns,

All that tract of land in Fraser township andmore particularly described as follows, bounded on the north by the lands of J. L. McMillan to day conveyed to him, on the east by the lands of J. Wilson, Sons and others, on the south by the lands of Lightsey Bros. known as Westbank and on the west by the lands of J. L. McMillan, to day conveyed to him and containing four hundred and sixty three (463) acres, more or less.

However it isunderstood and agreed that the timber upon this tract shall be excepted from the terms of this lease for a period of five years (5), and a stumpage price to be agreed upon by the parties hereto; their heirs and assigns shall be divided equally between them.

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 A. G. Klaer and his Heirs 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 A. G. Klaer Heirs and Assigns, against myself and my Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 23 day of October in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and sixty ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

W. L. Hill — J. L. McMillan (L. S.)

W. J. McMillan — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $1.65, S. C. Stamps $2.00.

Personally appeared before me W. L. Hill and made oath that he saw the within named J. L. McMillan sign, seal, and as his act and deed, deliver the within written Deed; and that he with W. J. McMillan witnessed the execution thereof.

Sworn to before me, this 23rd day of October A. D. 1944.

J. K. Frank (SEAL)
(Seal affixed) Notary Public for S. C.

W. L. Hill

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, J. K. Frank a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Julia B. McMillan the wife of the within named J. L. McMillan 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 A. G. Klaer, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 23rd day of October Anno Domini 1944.

J. K. Frank (SEAL)
(Seal affixed) Notary Public for S. C.

Julia B. McMillan

Recorded the above conveyance, this 1st day of December at 12 M. 1944.

C. C. & R. M. C.

IN THE DISTRICT COURT OF THE UNITED STATES

FOR THE EASTERN DISTRICT OF SOUTH CAROLINA

CHARLESTON DIVISION

UNITED STATES OF AMERICA,
Petitioner,

-vs-

1,904.4 Acres of Land, more or less, situate in the County of Colleton, State of South Carolina, and Irvine Fishburne, et al.,
Defendants.

CIVIL ACTION NO. 806

JUDGMENT

(Declaration of Taking No. 12;
Tract No. A-17, J. E. Williams)

This day comes the Petitioner in the above-entitled cause, the United States of America, by Claud N. Sapp, Esq., United States Attorney, Ben Scott Hamley, Esq., Assistant United States Attorney, and James B. Maynard, Esq., Special Attorney, and moves the Court to enter a judgment with respect to the tract of land hereinafter described and embraced within the above-entitled proceeding, decreeing the fee simple title thereto, subject to existing easements for public roads and highways, for public utilities, for railroads and for pipe lines, to have become vested in the United States of America upon the filing herein of a Declaration of Taking No. 12, and the deposit made therewith; ordering a disbursement of the deposit made, as hereinafter set forth, confirming the Verdict of the Jury and giving judgment for the benefit of certain defendants hereinafter named, and

It having been caused to appear to the satisfaction of this Court

1. That a Petition for Condemnation and Order for Possession thereon were duly filed at the request of the Secretary of War in the above entitled cause on June 27, 1942; that an Amended Petition for Condemnation No. 12 and Declaration of Taking No. 12 by the Secretary of War were duly filed in the above-entitled cause on August 2, 1943, by the Petitioner herein against the tract of land which isthe subject matter of this proceeding; that there was deposited with the Registry of this Court simultaneously with the filing of said Declaration of Taking No. 12 the sum of One thousand Two hundred and No/100 ($1,200.00) Dollars as the estimated compensation for the taking of the said tract of land, purported owner being J. E. Williams. That the Judgment of this Court on the Declaration of Taking No. 12 was duly filed herein on August 2, 1943, decreeing the fee simple title to the tract of land therein described, subject to existing easements for public roads and highways, for public utilities, for railroads and for pipe lines, to have become vested in the United States of America upon the filing of said Declaration of Taking No. 12 and the making of the said deposit as above stated, and the right to just compensation vested in the parties entitled thereto.

2. That the following is a correct description of the said tract of land which isthe subject matter of this Judgment, to-wit:

TRACT NO. A-17:

All that tract of land situate in Colleton County, South Carolina, and bounded as follows: On the Northeast by the lands of Bessie Williams and the lands of Robert Taylor; on the Southeast by the Old Givhans Ferry Road; on the Southwest by the lands of Monroe Rivers and on the Northwest by the lands of W. M. Aiken. Said tract of land being more particularly described as follows:

Beginning at a point which is a common corner between the instant tract of land and the lands of W. M. Aiken and the lands of Bessie Williams and running thence South 59 degrees 45 minutes East 714 feet to a point on the Northwestern boundary of the Old Givhans Ferry Road; thence along said boundary South 47 degrees 30 minutes West 493 feet to a point; thence North 61 degrees West 721 feet to a point; thence North 47 degrees 30 minutes East 522 feet to the point of beginning, containing 7.9 acres, more or less, all of which will more fully and at large appear by reference to a map or plat thereof made by Everette A. Stoneland dated August 10, 1942. Being the identical tract of land conveyed by B. E. Rhodes, Sheriff, to J. E. Williams by deed recorded in the office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 72, Page 469.

3. That an Amendment to Amended Petition for Condemnation No. 12, Order thereon, and Notice issued in pursuance thereof, were duly filed herein on May 26, 1944, under which all parties having an interest in said lands were required to file their returns on or before the 20th day of July, A.D., 1944, being more than twenty (20) days after service of the said Notice

upon them; that as appears by Affidavit of Default filed herein, no Answer, Demurrer, or Notice of Appearance was filed herein by any except the following parties:

Formal Answer by Guardian ad Litem for all possible persons under disability.

Entry of Appearance by J. E. Williams.

Disclaimer by James T. Chestnut.

Disclaimer by James H. Chestnut.

4. That at the October, 1944, Term of this Court, the matter of just compensation for the taking of said land was submitted to a Jury, and its Verdict was duly filed herein on October 23, 1944, which Verdict is in substance as follows:

TRACT NO.	JUST COMPENSATION
A-17	$1,200.00

5. That it has further been made to appear to this Court that the following party was at the time of the taking of said land the ostensible owner of the said tract of land below set forth, all other parties here to having been made parties for the purpose of allowing them to present proof of any possible interest or claim they might have in said premises, and none of them having presented evidence of any such claim to this Court:

TRACT NO. A-17:

J. E. Williams, subject to dower interest of wife.

NOW THEREFORE, upon consideration of the foregoing matters, the record made herein, the Verdict of the Jury as above set forth, and the statutes in such cases made and provided, it is

ORDERED,

(1) That the Verdict of the Jury filed herein on October 27, 1944, be and the same is hereby in all respects confirmed, and the sum therein stated as just compensation for the taking and condemning of the said tract of land is hereby approved and confirmed.

(2) That simultaneously upon the filing of said Declaration of Taking No. 12 on August 2, 1943, and the deposit made thereunder, as above stated, by the United States of America, Petitioner herein, all right, title, interest, claims and estate of any character whatsoever belonging to any and every person whomsoever in and to the tract above described became divested from and out of the parties up to that time entitled thereto, and an unencumbered title to the tract and the improvements thereon thereupon became vested in the United States of America and its assigns, in fee simple, subject to existing easements for public roads and highways, for public utilities, for railroads and for pipe lines, and all then valid liens and claims against the said tract became transferred from the same to the said fund as deposited in the registery of the Court to the end that the United States of America took an unencumbered title to the tract in question, free and discharged of all liens and claims whatsoever.

(3) That the Clerk of this Court do forthwith issue his check to the parties hereinafter listed, and that he do take their receipts therefor:

AS TO TRACT NO. A-17:
TO: J. E. Williamsand Belle Williams
his wife $1,200.00

(4) That all Defendants named as parties defendant in the Notice and Order filed herein on May 26, 1944, saving and excepting those Defendants above listed, who have filed their returns herein, are hereby adjudged to be in default and to have no further interest in these proceedings or in the amount deposited in the Registry of this Court, and are hereby adjudged to to have no right, title to, or any interest in any of the land hereinabove described.

This cause is hereby declared to be terminated and ended insofar as same relates to the premises hereinabove described.

November 6, 1944.

J. Waties Waring
United States Judge
Eastern District of South Carolina

A TRUE COPY, ATTEST
Arnest L. Allen
Clerk of U.S. District Court
Dist. Dist. So. Carolina
(Seal affixed)

Recorded November 6, 1944 at 10 A.M.

IN THE DISTRICT COURT OF THE UNITED STATES

FOR THE EASTERN DISTRICT OF SOUTH CAROLINA

CHARLESTON DIVISION

UNITED STATES OF AMERICA,
Petitioner,

-vs-

1,994.4 Acres of Land, more or less, situate in the County of Colleton, State of South Carolina, and Irvine Fishburne, et al.,
Defendants.

CIVIL ACTION NO. 806

J U D G M E N T

(Declaration of Taking No. 8; Tracts Nos. B-8-A, B-12-A, B-13-A, B-17-A, B-18-A, B-20-A, B-23-A, B-24-A, B-25-A, B-29-A, B-32-A, B-36-A, B-37-A, B-44-A, B-67-A, B-68-A, B-69-A, B-70-A, and B-71-A)

This day comes the Petitioner in the above-entitled cause, the United States of America, by Claud N. Sapp, Esq., United States Attorney, Ben Scott Whaley, Esq., Assistant United States Attorney, and James B. Hayward, Esq., Special Attorney, and moves the Court to enter a judgment with respect to the tracts of land hereinafter described and embraced within the above-entitled proceeding, decreeing the fee simple title thereto, subject to existing easements for public roads and highways, for public utilities, for railroads and for pipe lines, to have become vested in the United States of America upon the filing herein of a Declaration of Taking No. 8, and the deposit made therewith; ordering a disbursement of the deposit made, as hereinafter set forth, confirming the Verdict of the Jury and giving judgment for the benefit of certain defendants hereinafter named, and

It having been caused to appear to the satisfaction of this Court

1. That a Petition for Condemnation and Order for Possession thereon were duly filed at the request of the Secretary of War in the above entitled cause on June 23, 1942; that an Amended Petition for Condemnation No. 8 and Declaration of Taking No. 8 by the Secretary of War were duly filed in the above entitled cause on April 3, 1943, by the Petitioner herein against the tracts of land which are the subject matter of this proceeding; that there was deposited with the Registry of this Court simultaneously with the filing of said Declaration of Taking No. 8 the sum of Five hundred and Thirty-five and No/100 ($535.00) Dollars as the estimated compensation for the taking of Nineteen (19) Tracts of land, hereinbelow described, there being deposited for Tract B-8-A, purported owner P. J. Lucas, the sum of Seventy ($70.00) Dollars; for Tract B-12-A, purported owner P. J. Lucas, the sum of Fifteen ($15.00) Dollars; for Tract B-13-A, purported owner James Lee Chisolm, the sum of Fifteen ($15.00) Dollars; for Tract B-17-A, purported owner H. S. Price, the sum of Eighty ($80.00) Dollars; for Tract No. B-18-A, purported owner P. J. Lucas, the sum of Fifty-five ($55.00) Dollars; for tract No. B-20-A, purported owner H. M. Crosby, the sum of Ten ($10.00) Dollars; for Tract B-23-A, purported owner Willie Reed, the sum of Fifteen ($15.00) Dollars; for Tract B-24-A, purported owner P. J. Lucas, the sum of Fifty ($50.00) Dollars; for Tract B-25-A, purported owner P. J. Lucas, the sum of Twenty-five ($25.00) Dollars; for Tract B-29-A, purported owner Willie Reed, the sum of Fifteen ($15.00) Dollars; for Tract B-32-A, purported owner P. J. Lucas, the sum of Fifty ($50.00) Dollars; for Tract B-36-A, purported owner Mabel Smith, the sum of Twenty-five ($25.00) Dollars; for Tract B-37-A, purported owner Christ Manigault, the sum of Fifteen ($15.00) Dollars; for Tract B-44-A, purported owner Celia Dobson, the sum of Fifteen ($15.00) Dollars; for Tract B-67-A, purported owner P. J. Lucas, the sum of Seventeen ($17.00) Dollars; for Tract B-68-A, purported owner Willie Reed, the sum of Sixteen ($16.00) Dollars; for Tract B-69-A, purported owner P. J. Lucas, the sum of Sixteen ($16.00) Dollars; for Tract B-70-A, purported owner Willie Reed, the sum of Sixteen ($16.00) Dollars; and for Tract B-71-A, purported owner P. J. Lucas, the sum of Fifteen ($15.00) Dollars. That the Judgment of this Court on the Declaration of Taking No. 8 was duly filed herein on April 3, 1943, decreeing the fee simple title to the tracts of land therein

described, subject to existing easements for public roads and highways, for public utilities, for railroads and for pipe lines, to have become vested in the United States of America upon the filing of said Declaration of Taking No. 6 and the making of the said deposit as above stated, and the right to just compensation vested in the parties entitled thereto.

2. That the following are correct descriptions of the nineteen (19) tracts of land which are the subject matter of this Judgment:

TRACT NO. E-6-A:

All that certain tract of land lying in Colleton County, South Carolina, and bounded on the North by lands of J. H. Witsell and an unnamed street; on the East by lands of Ella Smith and lands of V. A. S. Price; on the South by an unnamed street; and on the West by lands of F. J. Lucas and lands of Mrs. J. C. Lane and Francis Street; being more particularly described as follows:

Beginning at a point on the Eastern boundary of Francis Street which is a common corner between the instant tract and the lands of Mrs. J. C. Lane and running thence North 16 degrees East 50 feet; thence South 74 degrees East 100 feet; thence North 16 degrees East 50 feet to a point on the Southern boundary of an unnamed street; thence along said boundary South 74 degrees East 50 feet; thence South 26 degrees 45 minutes West 100 feet to a point on the Northern boundary of an unnamed street; thence along said boundary North 74 degrees West 82 feet; thence North 7 degrees 30 minutes East 98 feet; thence South 74 degrees East 39 feet; thence North 26 degrees East 50 feet; thence North 74 degrees East 100 feet to the point of beginning. All of which will more fully and at large appear by reference to a map or plat thereof made by Everette A. Stensland, dated September 7, 1942. being a part of that certain tract of land conveyed to F. J. Lucas by Willie Reed by deed recorded in the Office of the Clerk of the Court for Colleton County, South Carolina, in Deed Book 79, page 305, and containing 0.38 of an acre, more or less.

TRACT NO. E-17-A:

All that certain tract of land lying in Colleton County, South Carolina, and bounded on the North by lands of Ella Smith; on the East by lands of Florence Brown; on the South by an unnamed street; and on the West by lands of V. A. S. Price; being more particularly described as follows:

Beginning at a point on the Northern boundary of an unnamed street which is a common corner between the instant tract and lands of Florence Brown and running thence along said boundary North 74 degrees West 48.6 feet; thence North 27 degrees 30 minutes East 100 feet; thence South 74 degrees East 48.3 feet; thence South 26 degrees 15 minutes West 100 feet to the point of beginning. All of which will more fully and at large appear by reference to a map or plat thereof made by George A. Murphy, dated October 20, 1942. being a part of that certain tract of land conveyed by Willie Reed to F. J. Lucas by deed recorded in the Office of the Clerk of Court of Colleton County, South Carolina, in Deed Book 79, page 305, and containing 0.11 of an acre, more or less.

TRACT NO. E-17-A:

All that certain tract of land lying in Colleton County, South Carolina, and bounded on the North by an unnamed street; on the East by lands of F. J. Lucas; on the South by lands of Florence Brown; and on the West by lands of Ella Smith; being more particularly described as follows:

Beginning at a point on the Southern boundary of an unnamed street which is a common corner to the instant tract and lands of Ella Smith and running thence along said boundary South 74 degrees East 50 feet; thence South 26 degrees West 100 feet; thence North 74 degrees West 48.3 feet; thence North 26 degrees 15 minutes East 100 feet to the point of beginning. All of which will more fully and at large appear by reference to a map or plat thereof made by George A. Murphy, dated October 19, 1942. being the identical tract of land conveyed by Willie Reed to James Lee Chisolm by deed recorded in the Office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 83, page 366, and containing 0.11 of an acre, more or less.

TRACT NO. E-17-A:

All that certain tract of land lying in Colleton County, South Carolina, and bounded on the North by an unnamed street; on the East by S. C. Highway No. 640; on the South by lands of F. J. Lucas, and on the West by lands of F. J. Lucas; being more particularly described as follows:

Beginning at a point on the Southern boundary of an unnamed street which is a common corner between the instant tract and lands of F. J. Lucas, and running thence along said boundary South 74 degrees East 200 feet to a point on the Western boundary of S.C. Highway No. 640; thence along said road boundary South 32 degrees West 100 feet; thence North 74 degrees West 196.6 feet; thence North 30 degrees 30 minutes East 100 feet to the point of beginning. All of which will more fully and at large appear by reference to a map or plat thereof made by Everette A. Stensland, dated September 10, 1942. being the identical tract of land conveyed by Solomon Heirs to H. S. Price by deed recorded in the Office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 80, page 441, and by F. J. Lucas to H. S. Price by deed recorded in the Office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 82, page 499, and containing 0.44 of an acre, more or less.

TRACT NO. E-18-A:

All that certain tract of land lying in Colleton County, South Carolina, and bounded on the North by the lands of H. S. Price; on the East by an unnamed street, and the lands of C. A. Witsell; on the South by an unnamed street; and on the West by lands of Willie Reed; being more particularly described as follows:

Beginning at a point on the Northern boundary of an unnamed street which is a common corner between the instant tract and lands of Willie Reed and running thence North 30 degrees 30 minutes East 100 feet; thence South 74 degrees East 167.6 feet; thence South 32 degrees West 50 feet; thence North 74 degrees West 100 feet; thence South 32 degrees West 50 feet to a point on the Northern boundary of an unnamed street; thence along said boundary South 74 degrees West 87.6 feet to the point of beginning. All of which will more fully and at large appear by reference to a map or plat thereof made by Everette A. Stanaland, dated September 7, 1942. Being a part of that certain tract of land conveyed by Willie Reed to P. J. Lucas by deed recorded in the Office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 79, page 305, and containing 0.33 of an acre, more or less.

TRACT NO. B-20-A:

All that certain tract of land lying in Colleton County, South Carolina, and bounded on the North by an unnamed street; on the East by lands of P. J. Lucas; on the Southeast by lands of Mr. and Mrs. H. M. Crosby; being more particularly described as follows:

Beginning at a point on the Southern boundary of an unnamed street which is a common corner between the instant tract and lands of P. J. Lucas and running; thence South 26 degrees 51 minutes East 64 feet; thence North 7 degrees 30 minutes East 71 feet to a point on the Southern boundary of an unnamed street; thence along said boundary south 74 degrees East 41 feet to the point of beginning. All of which will more fully and at large appear by reference to a map or plat thereof made by Everette A. Stanaland, dated September 17, 1942. Being a part of that certain tract of land conveyed by Celia Dobson to Mr. and Mrs. H. M. Crosby by deed recorded in the Office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 83, page 201, and containing 0.03 of an acre, more or less.

TRACT NO. B-21-A:

All that certain tract of land lying in Colleton County, South Carolina, and bounded on the North by an unnamed street; on the East by lands of P. J. Lucas; on the South by lands of P. J. Lucas, and on the West by lands of P. J. Lucas; being more particularly described as follows:

Beginning at a point on the Southern boundary of an unnamed street, which is a common corner between the instant tract of land and the lands of P. J. Lucas, and running thence South 87 degrees East 823 feet; thence South 26 degrees 3 minutes West 100 feet; thence North 87 degrees West 81.4 feet; thence North 27 degrees 42 minutes East 106 feet to the point of beginning. All of which will more fully and at large appear by reference to a map or plat thereof made by Everette A. Stanaland, dated September 2, 1942. Being a part of that certain tract of land conveyed by P. J. Lucas to Willie Reed by deed recorded in the Office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 80, page 79, and containing 0.11 of an acre, more or less.

TRACT NO. B-24-A:

All that certain tract of land lying in Colleton County, South Carolina, and bounded on the North by an unnamed street; on the East by lands of Willie Reed; on the South by lands of Vasia Chisolm and Mattie Samuels, and on the West by lands of Willie Reed; being more particularly described as follows:

Beginning at a point on the Southern boundary of an unnamed street which is a common corner between the instant tract and lands of Willie Reed and running thence South 74 degrees East 158.4 feet; thence South 31 degrees 08 minutes West 100 feet; thence North 74 degrees West 163 feet; thence North 29 degrees 33 minutes East 100 feet to the point of beginning. All of which will more fully and at large appear by reference to a map or plat thereof made by Everette A. Stanaland, dated September 10, 1942. Being a part of that certain tract of land conveyed by Willie Reed to P. J. Lucas by deed recorded in the Office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 79, page 305, and containing 0.33 of an acre, more or less.

TRACT NO. B-28-A:

All that certain tract of land lying in Colleton County, South Carolina, and bounded on the North by an unnamed street; on the East by S. C. State Highway No. 640; on the South by lands of Willie Reed, and on the West by lands of Willie Reed; being more particularly described as follows:

Beginning at a point on the Southern boundary of an unnamed street which is a common corner between the instant tract and the lands of Willie Reed and running thence South 74 degrees East 100 feet; thence South 32 degrees West 50 feet; thence North 74 degrees West 100 feet; thence North 32 degrees East 50 feet to the point of beginning. All of which will more fully and at large appear by reference to a map or plat thereof made by Everette A. Stanaland, dated September 3, 1942. Being a part of that certain tract of land conveyed by Willie Reed to P. J. Lucas by deed recorded in the Office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 79, page 305, and containing 0.11 of an acre more or less.

TRACT NO. B-29-A:

All that certain tract of land lying in Colleton County, South Carolina, and bounded on the North by lands of P. J. Lucas; on the East by lands of Christ Manegault; on the South by lands of A. G. Kiser; and on the West by lands of Willie Reed; being more particularly described as follows:

Beginning at a point which is a common corner between the instant tract and lands of Christ Manegault and running thence North 74 degrees West 10 feet; thence North 7 degrees 30 minutes East 100 feet; thence South 74 degrees East 76 feet; thence South 31 degrees 08 minutes West 100 feet to the point of beginning. All of which will more fully and at large appear by reference to a map or plat thereof made by George A. Murphy, dated September 21, 1942. Being a part of that certain tract of land conveyed to Willie Reed by P. J. Lucas by deed recorded in the Office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 80, page 79, and containing 0.10 of an acre, more or less.

TRACT NO. B-32-A:

All that certain tract of land lying in Colleton County, South Carolina, and bounded on the North by an unnamed street; on the East by lands of Mealy Coaxum and by lands of

Augusta Corsum; on the South by lands of Christ Managault and by lands of Willie Reed, and on the West by lands of F. J. Lucas; being more particularly described as follows:

Beginning at a point on the Southern boundary of an unnamed street which is a common corner between the instant tract and lands of Mealy Corsum, and running thence South 32 degrees West 100 feet; thence North 74 degrees West 123 feet; thence North 7 degrees 30 minutes West 100 feet to a point on the Southern boundary of an unnamed street; thence along the boundary of said street South 74 degrees East 134 feet to the point of beginning. All of which will more fully and at large appear by reference to a map or plat thereof made by Averette A. Stoneland, dated September 2, 1942. being a part of that certain tract of land conveyed by Willie Reed to F. J. Lucas by deed recorded in the office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 79, page 305, and containing 0.34 of an acre, more or less.

TRACT NO. B-36-A:

All that certain tract of land lying in Colleton County, South Carolina, and bounded on the North by lands of Wheeler Pinckney; on the East by S. C. State Highway No. 640; on the South by lands of A. G. Miser, and on the West by lands of Christ Managault; being more particularly described as follows:

Beginning at a point on the Western boundary of S. C. State Highway No. 640, which is a common corner between the instant tract and lands of Wheeler Pinckney, and running thence South 32 degrees West 50 feet; thence North 74 degrees West 100 feet; thence North 32 degrees East 50 feet; thence South 74 degrees East 100 feet to the point of beginning. All of which will more fully and at large appear by reference to a map or plat thereof made by Averette A. Stoneland, dated August 18, 1942. Being the identical tract of land conveyed by F. J. Lucas and Willie Reed to Mabel Smith by deed recorded in the Office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 79, page 567, and containing 0.11 of an acre, more or less.

TRACT No. B-37-A:

All that certain tract of land lying in Colleton County, South Carolina, and bounded on the North by lands of F. J. Lucas; and on the East by lands of Wheeler Pinckney and lands of Mabel Smith; on the South by lands of A. G. Miser, and on the West by lands of Willie Reed; being more particularly described as follows:

Beginning at a point which is a common corner between the instant tract and the lands of Willie Reed and lands of F. J. Lucas, and running thence South 74 degrees East 47.5 feet; thence South 32 degrees West 100 feet; thence North 74 degrees West 46 feet; thence North 31 degrees 06 minutes East 100 feet to the point of beginning; all of which will more fully and at large appear by reference to a map or plat thereof made by Averette A. Stoneland, dated August 21, 1942. Being the identical tract of land conveyed by F. J. Lucas to Christ Managault by deed recorded in the office of the Clerk of Court of Colleton County, South Carolina, in Deed Book 83, page 163, and containing 0.11 of an acre, more or less.

TRACT NO. B-44-A:

All that certain tract of land lying in Colleton County, South Carolina, and bounded on the North by lands of Willie Reed; on the East by an unnamed street; on the South by lands of Willie Reed, and on the West by S. C. Highway No. 640; being more particularly described as follows:

Beginning at a point on S. C. Highway No. 640, which is a common corner between the instant tract and lands of Willie Reed and running thence South 69 degrees East 200 feet; thence South 32 degrees West 50 feet; thence North 69 degrees West 200 feet to a point on S.C. Highway No. 640; thence along said highway North 32 degrees East 50 feet to the point of beginning. All of which will more fully and at large appear by reference to a map or plat thereof made by Averette A. Stoneland, dated August 26, 1942. Being the identical tract of land conveyed by F. J. Lucas and Willie Reed to Celia Dobson by deed recorded in the Office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 83, page 199, and containing 0.22 of an acre, more or less.

TRACT NO. B-67-A:

All that certain tract of land lying in Colleton County, South Carolina, andbounded on the North by lands of M. B. Ryland; on the East by lands of Willie Reed; on the South by Savage Street; and on the West by lands of Willie Reed; being more particularly described as follows:

Beginning at a point on the Northern boundary of Savage Street which is a common corner between the instant tract and lands of Willie Reed and running thence North 300 feet; thence South 87 degrees East 50 feet; thence South 290 feet, to a point on the Northern boundary of Savage Street; thence along said boundary South 82 degrees West 50 feet to the point of beginning. All of which will more fully and at large appear by reference to a map or plat thereof made by Averette A. Stoneland, dated September 2, 1942. Being a part of that certain tract of land conveyed by Willie Reed to F. J. Lucas by deed recorded in the Office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 79, page 305, and containing 0.31 of an acre, more or less.

TRACT NO. B-68-A:

All that certain tract of land lying in Colleton County, South Carolina, and bounded on the North by lands of M. B. Ryland; on the East by lands of F. J. Lucas; on the South by Savage Street; and on the West by lands of F. J. Lucas; being more particularly described as follows:

Beginning at a point on the Northern boundary of Savage Street which is a common corner between the instant tract and lands of F. J. Lucas and running thence North 290 feet; thence South 87 degrees East 50 feet; thence South 281 feet to a point on the Northern boundary of Savage Street; thence along said boundary South 82 degrees West 50 feet to the point of beginning. All of which will more fully and at large appear by reference to a map or plat thereof made by Averette A. Stoneland, dated September 2, 1942. Being a part

of that certain tract of land conveyed by F. J. Lucas to Willie Reed recorded in the Office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 80, page 79, and containing 0.32 of an acre, more or less.

TRACT NO. B-69-A:

All that certain tract of land lying in Colleton County, South Carolina, and bounded on the North by lands of M. B. Ryland; on the East by lands of Willie Reed; on the South by Savage Street; and on the West by lands of Willie Reed; being more particularly described as follows:

Beginning at a point on the Northern boundary of Savage Street which is common corner between the instant tract and lands of Willie Reed and running thence North 281 feet; thence South 87 degrees East 50 feet; thence South 278 feet; thence South 82 degrees West 50 feet to the point of beginning, all of which will more fully and at large appear by reference to a map or plat thereof made by Averette A. Stoneland, dated September 3, 1942, being a part of that certain tract of land conveyed to F. J. Lucas by Willie Reed by deed recorded in the Office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 78, page 305, and containing 0.32 of an acre, more or less.

TRACT NO. B-70-A:

All that certain tract of land lying in Colleton County, South Carolina, and bounded on the North by lands of M. B. Ryland; on the East by lands of F. J. Lucas; on the South by Savage Street; and on the West by lands of F. J. Lucas; being more particularly described as follows:

Beginning at a point on the Northern boundary of Savage Street which is a common corner between the instant tract and lands of F. J. Lucas, and running thence North 273 feet; thence South 87 degrees East 50 feet; thence South 270 feet; thence South 82 degrees West 50 feet to the point of beginning, all of which will more fully and at large appear by reference to a map or plat thereof made by Averette A. Stoneland, dated September 3, 1942, being a part of that certain tract of land conveyed to Willie Reed by F. J. Lucas by deed recorded in the office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 80, page 79, and containing 0.31 of an acre, more or less.

TRACT NO. B-71-A:

All that certain tract of land lying in Colleton County, South Carolina, and bounded on the North by lands of M. B. Ryland; on the East by lands of M. B. Ryland; on the South by Savage Street; and on the West by lands of Willie Reed; being more particularly described as follows:

Beginning at a point on the Northern boundary of Savage Street which is a common corner between the instant tract and lands of Willie Reed, and running thence North 270 feet; thence South 87 degrees East 50 feet; thence South 264 feet; thence South 82 degrees West 50 feet to the point of beginning, all of which will more fully and at large appear by reference to a map or plat thereof made by Averette A. Stoneland, dated September 2, 1942, being a part of that certain tract of landconveyed by Willie Reed to F. J. Lucas by deed recorded in the Office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 78, page 306, and containing 0.30 of an acre, more or less.

3. That an Amendment to Amended Petition for Condemnation No. 6, Order thereon, and Notice issued in pursuance thereof, were duly filed herein on May 12, 1944, under which all parties having an interest in said lands were required to file their returns on or before the 23rd day of June, A.D., 1944, being more than twenty (20) days after service of the said Notice upon them; that as appears by Affidavit of Default filed herein, no Answer, Demurrer, or Return was filed herein by any except the following parties:

1. Notice of Appearance and Return filed by M. B. Ryland claiming some interest in Tracts Nos. B-67-A, B-68-A, B-69-A, B-70-A, and B-71-A;

2. As to all tracts--All minors and persons under disability, including John Dalton Warren and Caroline Warren, minors under Twenty-one (21) years of age, and Ottilee Warren, a person of unsound mind, by their Guardian ad Litem.

4. That at the October, 1944, term of this Court, the matter of just compensation fo the taking of said lands was submitted to a Jury, and its Verdicts were duly filed herein on October 23, 1944, which Verdicts are in substance as follows:

TRACT NO.	JUST COMPENSATION
B-8-A	$70.00
B-12-A	$15.00
B-13-A	$15.00
B-17-A	$80.00
B-18-A	$55.00
B-20-A	$10.00
B-23-A	$15.00

486

B-24-A	$80.00
B-28-A	$25.00
B-29-A	$16.00
B-32-A	$80.00
B-36-A	$25.00
B-37-A	$16.00
B-64-A	$16.00
B-67-A	$17.00
B-68-A	$16.00
B-69-A	$16.00
B-70-A	$16.00
B-71-A	$16.00

5. That it has further been made to appear to this Court that the following parties were at the time of the taking of said lands the ostensible owners of the respective tracts of land below set forth, all other parties hereto having been made parties for the purpose of allowing them to present proof of any possible interest or claim they might have in said premises, and none of them having presented evidence of any such claim to this Court:

TRACT NO. B-3-A:

P. J. Lucas, subject to dower interest of wife

TRACT NO. B-12-A:

P. J. Lucas, subject to dower interest of wife

TRACT NO. B-17-A:

James Leo Chisolm, subject to dower interest of wife, if any

TRACT NO. B-17-A:

H. S. Price, subject to dower interest of wife and 1942 taxes

TRACT NO. B-18-A:

P. J. Lucas, subject to dower interest of wife

TRACT NO. B-20-A:

H. M. Crosby, subject to dower interest of wife

TRACT NO. B-23-A:

Willie Head, subject to dower interest of wife

TRACT NO. B-24-A:

P. J. Lucas, subject to dower interest of wife

TRACT NO. B-28-A:

P. J. Lucas, subject to dower interest of wife

TRACT NO. B-29-A:

Willie Head, subject to dower interest of wife

TRACT NO. B-32-A:

P. J. Lucas, subject to dower interest of wife

TRACT NO. B-36-A:

Unbal (or Mary) Smith

TRACT NO. B-37-A:

Christ Manigault, subject to dower interest of wife

TRACT NO. B-67-A:

P. J. Lucas, subject to dower interest of wife

TRACT NO. B-68-A:

Willie Head, subject to dower interest of wife

TRACT NO. B-69-A:

P. J. Lucas, subject to dower interest of wife

TRACT NO. B-70-A:

Willie Reed, subject to dower interest of wife

TRACT NO. B-71-A:

P. J. Lucas, subject to dower interest of wife

NOW THEREFORE, upon consideration of the foregoing matters, the record made herein, the Verdicts of the Jury as above set forth, and the Statutes in such cases made and provided, it is

ORDERED,

(1) That the Verdicts of the Jury filed herein on October 23, 1944, be and the same are hereby in all respects confirmed, and the sums therein stated as just compensation for the taking and condemning of the said tracts of land are hereby approved and confirmed.

(2) That simultaneously upon the filing of said Declaration of Taking No. 6 on April 3, 1943, and the deposit made thereunder, as above stated, by the United States of America, petitioner herein, all right, title, interest, claims and estate of any character whatsoever belonging to any and every person whomsoever, in and to the tracts above described became divested from and out of the parties up to that time entitled thereto, and an unencumbered title to the tracts and the improvements thereon thereupon became vested in the United States of America and its assigns in fee simple, subject to existing easements for public roads and highways, for public utilities, for railroads and for pipe lines, and all then valid liens and claims against the said tracts became transferred from the same to the said fund so deposited into the Registry of the Court to the end that the United States of America took an unencumbered title to the tracts in question, free and discharged of all liens and claims whatsoever.

(3) That the Clerk of this Court do forthwith issue his checks to the parties hereinafter listed, and that he do take their receipts therefor:

AS TO TRACT B-3-A:

P. J. Lucas and Ruth B. Lucas, his wife $70.00

AS TO TRACT B-12-A:

P. J. Lucas and Ruth B. Lucas, his wife $15.00

AS TO TRACT B-13-A:

James Lee Chisolm and Mrs. James Lee Chisolm, if any, his wife $15.00

AS TO TRACT B-17-A:

S. L. Rhodes, Sheriff, -1942 taxes Colleton County, S. C. ..... $ 2.31

H. S. Price and Mary B. Price, his wife $77.69

AS TO TRACT B-18-A:

P. J. Lucas and Ruth B. Lucas, his wife $55.00

AS TO TRACT B-20-A:

H. M. Crosby and Corine Crosby, his wife $10.00

AS TO TRACT B-27-A:

Willie Reed and Mabelle Reed, his wife $15.00

AS TO TRACT B-24-A:

P. J. Lucas and Ruth B. Lucas, his wife $50.00

AS TO TRACT B-28-A:

P. J. Lucas and Ruth B. Lucas, his wife $25.00

AS TO TRACT B-29-A:

Willie Reed and Mabelle Reed, his wife $15.00

AS TO TRACT B-32-A:

P. J. Lucas and Ruth B. Lucas, his wife $50.00

AS TO TRACT B-36-A:

Mabel (or Mary) Smith $25.00

AS TO TRACT B-37-A:

Christ Manigault and Merlean Manigault, his wife $15.00

AS TO TRACT B-44-A:

Colin Dobson $15.00

AS TO TRACT B-67-A:

P. J. Lucas and Ruth B. Lucas, his wife $17.00

AS TO TRACT B-68-A:

Willie Reed and Mabelle Reed, his wife $15.00

AS TO TRACT B-69-A:

P. J. Lucas and Ruth B. Lucas, his wife $15.00

AS TO TRACT B-71-A:

P. J. Lucas and Ruth B. Lucas, his wife $15.00

(4) That all Defendants named as parties defendant in the Notice and Order filed herein on May 12, 1944, saving and excepting those Defendants above listed, who have filed their returns herein, are hereby adjudged to be in default and to have no further interest in these proceedings or in the amounts deposited in the Registry of this Court, and are hereby adjudged to have no right, title to, or any interest in any of the land hereinabove described.

This cause is hereby declared to be terminated and ended insofar as same relates to the premises hereinabove described.

J. Waties Waring
UNITED STATES JUDGE
Eastern District of South Carolina.

November 6, 1944.

A TRUE COPY, ATTEST

Ernest L. Allen
Clerk of U. S. District Court
East. Dist. So. Carolina
(Seal affixed)
Recoded November 6, 1944 at 10 A.M.

ROSA A. REEVES TO RACHEL NITE

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Rosa A. Reeves

in the State aforesaid for and in consideration of the sum of one hundred and no/100 ------- DOLLARS, to me in hand paid at and before the sealing of these presents by Rachel Nite in the State aforesaid 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 Rachel Nite

all that piece, parcel or tract of land lying and being in Sheridan township State and county aforesaid measuring and containing forty (40) acres more or less and having such marks and bounderies as follows: being bounded on the north by lands of A. F. Addison on East by lands of Ira A. Reeves and Rufus Cone on the West lines formerly of Huey Smith and South by Highway #4. Said tract of land being my home place.

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 Rachel Nite, her Heirs 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 Rachel Nite, her Heirs and Assigns, against me and my Heirs, or anyone lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 14th day of March in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and 168th year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Mrs. Annie Addison — Rosa A. Reeves (L. S.)

W. M. Jaques — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ ____ S. C. Stamps $ ____

Personally appeared before me Mrs. Annie Addison and made oath that he saw the within named Rosa A. Reeves sign, seal, and as her act and deed, deliver the within written Deed; and that S he with W. M. Jaques witnessed the execution thereof.

Sworn to before me, this 14th day of March A. D. 1944

W. M. Jaques (SEAL)
Notary Public for S. C.

Mrs. Annie Addison

My commission expires at the pleasure of the Gov.

THE STATE OF SOUTH CAROLINA, Colleton County.

No Dower required.

RENUNCIATION OF DOWER

I, _____, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named _____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this _____ day of _____, Anno Domini 19____

_____ (SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 1st day of December at 3 P.M. 1944

C C & R. M. C.

DEED

490

DEED FROM AUBURY FIELDS TO FRANK MCDONALD ET AL

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Aubury Fields,

in the State aforesaid, for and in consideration of the sum of Ten and no/100 and love and affection DOLLARS, to me in hand paid at and before the sealing of these presents by Frank McDonald and Katie McDonald

in the State aforesaid, 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 Frank McDonald and Katie McDonald

All that certain plot or tract of land lying and being in Sheridan township, State and County aforesaid, measuring one (1) acre more or less and having such boundaries as follows to wit: bounded on the North by public roads leading to Hickenockers and lands of W. H. Mott east by lands of Aubury Fields of which this is a part, South by lands of Aubury Fields and West by lands of James Manigo. The line to commence at the eastern boundary of the Manigo land and run east along the public road for a distance of 210 feet then turns South 210 feet and turning west to the James Manigo line.

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 Frank McDonald and Katie McDonald, their Heirs 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 Frank McDonald and Katie McDonald, their Heirs and Assigns, against me and my Heirs, or anyone lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 29th day of November in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and 69th year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Lucia Jaques — his Aubury X Fields mark (L. S.)

W. H. Jaques (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ S. C. Stamps $

Personally appeared before me Lucia Jaques and made oath that he saw the within named Aubury Fields sign, seal, and as his act and deed, deliver the within written Deed; and that he, with W. H. Jaques witnessed the execution thereof.

Sworn to before me, this 29th day of November A. D. 1944

W. H. Jaques (SEAL) Notary Public for S. C.
(Seal affixed)

Lucia Jaques

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, W. H. Jaques, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Julia Fields the wife of the within named Aubury Fields 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 Frank McDonald and Katie McDonald, their Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 29th day of November Anno Domini 1944

W. H. Jaques (SEAL) Notary Public for S. C.
(Seal affixed)

Julia Fields

Recorded the above conveyance, this 4th day of December at 10 A. M. 1944

C C & R M C

NANCY K. KINUS TO H. W. PORTER

THE STATE OF SOUTH CAROLINA,

COUNTIES OF COLLETON and Bamberg

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Nancy K. Kinus, of the City of Charlotte, in the State of North Carolina,

for and in consideration of the sum of Seven Hundred ($700.00) - - - - - - - - - - DOLLARS, to me in hand paid at and before the sealing of these presents by H. W. Porter, of Bamberg

in the State aforesaid, 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 H. W. Porter, his heirs and assigns forever;

All that certain piece or tract of land, lying and being situate in Bamberg and Colleton Counties, in the State aforesaid, containing nineteen (19) acres, as shown by plat made for H. W. Porter, by Preston Ott, Surveyor, dated October, 1944 and being bounded as follows, to wit: North by Edisto River and old road that separates this land from lands of George Fairey; East by lands of _____ Herald; South by State Highway No. 64, and West by lands of Harry Kinard and H. W. Porter.

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 H. W. Porter, his Heirs 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 H. W. Porter, his Heirs and Assigns, against me and my Heirs, and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 9th day of October, in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Vane Smith — Nancy K. Kinus (L. S.)

James C. Hooks (L. S.)

THE STATE OF SOUTH CAROLINA, Hampton / Colleton County.

Fed. Stamps $1.10
S. C. Stamps $2.00

Personally appeared before me Vane Smith and made oath that she saw the within named Nancy K. Kinus sign, seal, and as her act and deed, deliver the within written Deed; and that she with James C. Hooks witnessed the execution thereof.

Sworn to before me, this 9th day of October A. D. 19 44

James C. Hooks (SEAL)
Notary Public for S. C.

Vane Smith

THE STATE OF SOUTH CAROLINA, Colleton County.

No Dower- Grantee woman

RENUNCIATION OF DOWER

I, _____, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named _____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this _____ day of _____, Anno Domini 19____

_____ (SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 4th day of December at 10 A.M. 19 44

C. C. & R. M. C.

DEED

492

H. H. VARN TO Lee GIVENS

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, we, H. Varn,

In the State aforesaid in consideration of the sum of Five Hundred and No/100 ------- DOLLARS, to me in hand paid at and before the sealing of these presents by Lee Givens

In the State aforesaid 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 Lee Givens, his heirs and assigns:

All that piece, parcel or tract of land situate, lying and being in Bells Township, County and State aforesaid, measuring and containing thirty-eight (38) acres, more or less, and bounded and described as follows: North by lands of Lee Givens; East by lands of J. A. Trippe; South by lands of C. L. Givens; and West by lands of W.P. Givens. The same being commonly known as the Peter Boatwright place.

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 Lee Givens, his Heirs 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 Lee Givens, his Heirs and Assigns, against me and my Heirs, and all persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal this 22nd day of November in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and sixty-eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

C. L. Mills — H. H. Varn (L. S.)

J. E. Clement — (L. S.)

THE STATE OF SOUTH CAROLINA, Maryland
Montgomery County.

Fed. Stamps $0.55
S.C. Stamps $1.10

Personally appeared before me C. L. Mills and made oath that he saw the within named H. H. Varn sign, seal, and as his act and deed, deliver the within written Deed; and that he with J. E. Clement witnessed the execution thereof.

Sworn to before me, this 22nd day of November A. D. 1944
James C. Lechols (SEAL) Notary Public for S. C.
(Seal affixed)

C. L. Mills

THE STATE OF SOUTH CAROLINA, Montgomery
Charleston County.

RENUNCIATION OF DOWER

I, James C. Lechols, Justice of the Peace Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Bessie H. Varn the wife of the within named H. H. Varn did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Lee Givens, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 22nd day of November, Anno Domini 1944.

James C. Lechols (SEAL) Notary Public for S. C.
(Seal affixed)

Bessie H. Varn

Recorded the above conveyance, this 4th day of December at 10:45 A.M., 1944

C C & R M C

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, C. W. Fourifoy

in the State aforesaid in consideration of the sum of

fifty ---------- DOLLARS,

to me in hand paid at and before the sealing of these presents by Lemuel McClellan

in the State aforesaid 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 Lemuel McClellan

All that piece, parcel or lot of land situate in the County and State aforesaid, measuring and containing one acre, more or less, and bounded on the North four hundred and twenty (420) feet on lands of C. W. Fourifoy; East, one hundred and five (105) feet on land of C. W. Fourifoy; South, four hundred and twenty (420) feet on land of Zeb Cobb; and West, one hundred and five (105) feet on lands now or formerly of the estate of L. S. Bench.

The Grantor expressly reserves the timber suitable for saw mill purposes and agrees to remove same within ninety days from date hereof.

TOGETHER with, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Lemuel McClellan, his Heirs and Assigns, forever.

AND I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Lemuel McClellan, his Heirs and Assigns, against me and my Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 11th day of November in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and 69th year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Jno. A. Fourifoy — C. W. Fourifoy (L. S.)

Rosa Smalls — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $_____
S. C. Stamps $_____

Personally appeared before me Rosa Smalls and made oath that he saw the within named C. W. Fourifoy sign, seal, and as her act and deed, deliver the within written Deed; and that she with Jno. A. Fourifoy witnessed the execution thereof.

Sworn to before me, this 11th day of November, A. D. 19 44

Jno. A. Fourifoy (SEAL)
Notary Public for S. C.

Rosa Smalls

THE STATE OF SOUTH CAROLINA, Colleton County.

GRANTOR WOMAN RENUNCIATION OF DOWER

I, _____, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named _____ Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this _____ day of _____, Anno Domini 19____

(SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 4th day of December at 11 A.M., 1944

C. C. & R. M. C.

DEED

494

MRS. BLANCHE W. SWINDELL TO ANNIE R. FADGETT

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Mrs. Blanche W. Swindall

in the State aforesaid County of Colleton in consideration of the sum of Five Thousand and five hundred and no/100 ($5,500.00) DOLLARS, to me in hand paid at and before the sealing of these presents by Annie R. Fadgett

in the State aforesaid County of Colleton 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 Annie R. Fadgett, her heirs and assigns forever

All that certain piece, parcel or tract of land situate, lying and being in Colleton County, South Carolina, measuring and containing one hundred sixteen (116) acres more or less, and bounded on the North by lands of Mrs. Maude L. Murdaugh and Mrs. W. L. Hudson; on the East by lands of W. H. Sineath; on the South by lands of Jesse J. Fadgett; and on the West by the run of Rice Patch Creek, separating this tract from lands of W. A. Freeman. This being the same tract of land conveyed unto the grantors by Mrs. Annie R. Fadgett by her deed dated 12 May 1941, recorded in the office of Clerk of Court for Colleton County in book dd at page 872, and there described in two tracts and being all of said land except seventeen acres (17) more or less, that day conveyed by the grantors therein to Mrs. Maude Lee Murdaugh and twenty two (22) acres sold to W. H. Sineath by grantors; and also being the same tract of land conveyed by Harry W. Murdock and W.J. Swindell to Mrs. Blanche W. Swindell on 29 July 1942, recorded in the office of Clerk of Court of Colleton County on 1 August 1942 in book d3 at page 207.

For assignments of oil leases see M.R.C. Book 89 Pages 144 and 140.

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 Annie R. Fadgett, her Heirs 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 Annie R. Fadgett, her Heirs and Assigns, against -- and -- Heirs and all other Persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal this --- day of December in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and sixty ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

W. J. Swindall — Mrs. Blanche W. Swindell (L. S.)

Jesse J. Fadgett — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ 5.75, S. C. Stamps $ 5.00

Personally appeared before me Jesse J. Fadgett and made oath that he saw the within named Mrs. Blanche W. Swindell sign, seal, and as her act and deed, deliver the within written Deed; and that he with W. J. Swindell witnessed the execution thereof.

Sworn to before me, this 6th day of December A. D. 1944

W. F. Givens (SEAL)
Notary Public for S. C.

Jesse J. Fadgett

My commission expires at the pleasure of the Gov.

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, GRANTOR A WOMAN, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of Anno Domini 19

(SEAL)
Notary Public for S. C.

Recorded the above conveyance, this 8th day of December at 2 P.M. 1944

C C & R M C

W. H. VARN ET AL TO E. V. KIMBREL

THE STATE OF SOUTH CAROLINA,)
COUNTY OF COLLETON.) DEED TO TIMBER

KNOW ALL MEN BY THESE PRESENTS, THAT

We, W. H. Varn and Mrs. Alexine S. Varn, of the Town of Smoaks, County of Colleton, in the State aforesaid, for and in consideration of the sum of One Hundred ($100.00) Dollars, to us in hand paid at and before the sealing of these presents, by E. V. Kimbrel, of the Town of Branchville, County of Orangeburg, in the State aforesaid the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto said E. V. Kimbrel all the short leaf pine timber, and trees, both standing and fallen, Twelve (12) inches in diameter and upwards at the stump, Twelve (12) inches from the ground at the time of cutting, in and on that certain tract of land known as the William Samuel and Joe Brown and the Utt tracts, situate, lying and being in Warren Township, County of Colleton, State of South Carolina, measuring and containing approximately Two Hundred and Fifty (250) acres, more or less, and bounded as follows: North by the lands of Amsey Spell; East by the lands of E. V. Kimbrel; South by the lands of Charlie Brain, and West by the lands of E. C. Connor and of Jim Simmons. It is agreed that Grantee shall remove all tree tops out of fields or ditches and shall not make roads across growing or planted crops.

AND for the consideration aforesaid, the grantors do hereby convey to the grantee and his Heirs, Successors and Assigns, the following rights, licenses, privileges and easements to be enjoyed at such times, and from time to time, and in such places as the grantee and his Heirs, Successors and Assigns may desire during the term of this contract, to-wit:

All necessary, useful or convenient rights of way for men, teams, vehicles, railroads, tramways, sidings and spur tracks for hauling timber, supplies or other property; the right to construct, occupy, operate and maintain mills or buildings of any character on the premises; the right to cut and remove timber and trees by the employment of any device, means or machinery, whether now employed or to be hereafter employed, for such purposes; the right to use small timber, wood, brush or earth in the enjoyment of any said rights; the right to remove from the premises at any time any property placed thereon, whether affixed to the freehold or not; and the right to leave rubbish and tree tops on the premises without liability for so doing.

TO HAVE AND TO HOLD, all and singular the said timber and the said rights, licenses, privileges and easements unto the said E. V. Kimbrel, his Heirs, Successors and Assigns, for and during the full term of One (1) year from the date hereof.

AND the grantors do hereby bind themselves, their Heirs, Successors, executors, Administrators or Assigns to warrant and forever defend, all and singular, the said timber and the said rights, licenses, privileges and easements unto the said grantee, his Heirs, Successors or Assigns, against the said grantors, their Heirs and Successors and all persons lawfully claiming, or to claim the same, or any part thereof.

The grantors further covenant and agree that they will promptly pay all taxes that are now due, or that hereafter may become due, on said land and timber, and that the said grantee, his Heirs, Successors and Assigns, may in default by the said grantors, pay said taxes and any and all amounts so paid shall be and are hereby made a lien on the land for the reimbursement thereof with interest to said grantee his Heirs, Successors and Assigns, in like manner as if the same were secured by a mortgage duly executed.

WITNESS our Hands and Seals this 30th day of November in the year of our Lord one thousand nine hundred and Forty-four in the one hundred and 69th year of the sovereignty and independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

O. W. Morris — W. H. Varn (L.S.)

Mrs. O. W. Morris — Mrs. Alexine S. Varn (L.S.)

496

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

Personally appeared before me, O. L. Morris and made oath that he saw the within named W. H. Vern and Mrs. Alixine S. Vern sign, seal and as their Act and Deed, deliver the within written Deed, and that he with Mrs. O. W. Morris witnessed the execution thereof.

SWORN to before me this 30th day of November A.D. 1944.

A. L. Snoak (SEAL)
Notary Public, S. C. O. L. Morris

THE STATE OF SOUTH CAROLINA

RENUNCIATION OF DOWER

COUNTY OF COLLETON.

I, A. L. Snoak, a Notary Public, South Carolina do hereby certify unto all whom it may concern that Mrs. Alexine S. Vern the wife of the within named W. H. Vern 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 B. T. Kimbrel, his heirs, 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 30th day of November Anno Domini 1944.

A. L. Snoak (SEAL) Mrs. Alexine S. Vern

Notary Public, S.C.

Recorded December 8, 1944 at 1:30 P.M.

JEFF F. KINARD TO FEDERAL FARM MORTGAGE CORPORATION

STATE OF SOUTH CAROLINA,)
COUNTY OF COLLETON.) DEED TO REAL ESTATE

WHEREAS, on or about the 17th day of January, 1934, Jeff F. Kinard made, executed and delivered to the Land Bank Commissioner, acting pursuant to Part 3 of the Act of Congress, known as the "Emergency Farm Mortgage Act of 1933," a certain deed, thereby and therein conveying to the Land Bank Commissioner, by way of mortgage, a certain tract of land hereinafter more particularly described, for the purpose of securing a certain amortization promissory note of even date therewith, in the original principal sum of Thirteen Hundred Dollars ($1300.00), which said mortgage is of record in the proper office for Colleton County, South Carolina, in book 53 at page 405; and

WHEREAS, the said Jeff F. Kinard is the present owner and holder of the legal title of and to the property conveyed by the mortgage hereinabove mentioned free and clear of all liens and encumbrances, except the mortgage hereinabove mentioned and described which is now owned by the Federal Farm Mortgage Corporation; and

WHEREAS, if sold at public auction the said premises will not bring an amount sufficient to liquidate the indebtedness now due and owing by the said Jeff F. Kinard to the Federal Farm Mortgage Corporation, as provided in said note and mortgage; and

WHEREAS, the Federal Farm Mortgage Corporation is willing to accept a conveyance of said premises in full satisfaction of the indebtedness of said Jeff F. Kinard to the Federal Farm Mortgage Corporation evidenced by the above described note and secured by the above described mortgage;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the said Jeff F. Kinard, in accordance with the order of the Court of Common Pleas for Colleton County, South Carolina, entered on the _____ day of November, 1944, in a certain cause entitled Federal Farm Mortgage Corporation against Jeff F. Kinard, in consideration of the satisfaction of the in indebtedness of said Jeff F. Kinard to the Federal Farm Mortgage Corporation, hereinabove mentioned and described, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the Federal Farm Mortgage Corporation, its successors and assigns, the following described lands:

> All that certain tract of land containing one hundred thirty-three (133) acres, located in Broxton Township, Colleton County, South Carolina, now in the possession of J. F. Kinard on the waters of Willow Swamp and bounded as follows on the north by lands of C. E. Kinard and Mrs. C. E. Kinard; on the east by Estate of F. L. Stanley; on the south by Estate of C. J. Carter, from which it is separated by the run of Willow Swamp; and on the west by W. H. Miers. Said tract of land is more particularly described according to plat prepared by St. C. Rhoad, Surveyor, November 6, 1933, which said plat is recorded in the office of the Clerk of Court for Colleton County in Plat Book 2, at page 103.
>
> Copy of said plat now being on file with the Agent of the Land Bank Commissioner.

THIS DEED is an absolute conveyance of these premises in settlement of the indebtedness of Jeff F. Kinard to the Federal Farm Mortgage Corporation hereinabove mentioned and described and it is further understood and agreed that the Federal Farm Mortgage Corporation may, in its discretion, hold said mortgage open upon the records as a protection to its title.

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 above mentioned and described unto the Federal Farm Mortgage Corporation, its successors and assigns, forever, and the said Jeff F. Kinard does hereby bind himself, his heirs, executors, administrators and assigns, to warrant and forever defend, all and singular the said premises unto the Federal Farm Mortgage Corporation, its successors and assigns, against himself, his heirs and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the said Jeff F. Kinard has hereunto set his hand and seal this 24th day of November, 1944.

Signed, sealed and delivered in the presence of:

J. S. Ballentine — Jeff F. Kinard

H. S. Clardy

STATE OF SOUTH CAROLINA,)
COUNTY OF CHARLESTON.) PROBATE

PERSONALLY appeared before me J. S. Ballentine who made oath and says that he saw Jeff F. Kinard sign, seal and as his act and deed deliver the within written deed; and that he with H. S. Clardy witnessed the execution thereof.

Sworn to and subscribed before me this 24th day of November, 1944.

H. S. Clardy (L.S.) — J. S. Ballentine
Notary Public for South Carolina

STATE OF SOUTH CAROLINA,)
COUNTY OF CHARLESTON.) RENUNCIATION OF DOWER

I, H. S. CLARDY, a Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Lucia Kinard, the wife of the within named Jeff F. Kinard, 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 Federal Farm Mortgage Corporation, its successors and assigns, all her interest and estate, and also her right and claim of dower of, in, or to all and singular the premises within mentioned and released.

Given under my hand and seal this 24th day of November, 1944.

H. S. Clardy (L.S.) — her Lucia x Kinard mark
Notary Public for South Carolina

Recorded December 4, 1944 at 2 P.M.

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, A. B. Hiott

in the State aforesaid in consideration of the sum of Twenty-Five and no/100 ($25.00) ---------- DOLLARS, to me in hand paid at and before the sealing of these presents by Harmon Hiott in the State aforesaid 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 Harmon Hiott, his Heirs and Assigns

One lot of land situated in Bells Township, County of Colleton, State of South Carolina, being bounded as follows: On the North by the estate and heirs of Mack Hiers, measuring 115 feet; On the South by Highway No. 63 and measuring 115 feet; On the East by A. B. Hiott and measuring 75 feet; and on the West by Josey Glover formerly lands of J. A. Fourifoy and measuring 75 feet.

This being one lot cut off from the one acre tract of land purchased by A. B. Hiott from B. E. Reid by deed dated April 26, 1944, and recorded in Book 86, at page 374 in the Clerk of Courts Office for Colleton County.

TOGETHER with, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Harmon Hiott, his Heirs and Assigns, forever.

AND I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Harmon Hiott, his Heirs and Assigns, against me and my Heirs and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS MY Hand and Seal, this 4th day of December in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Marguerite S. Kinard — A. B. Hiott (L. S.)

Osborne H. Rhodes — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $ ____ S. C. Stamps $ ____

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

Sworn to before me, this 4th day of December A. D. 19 44

Osborne H. Rhodes (SEAL) Notary Public for S. C.

Marguerite S. Kinard

RENUNCIATION OF DOWER

THE STATE OF SOUTH CAROLINA, Colleton County.

I, Osborne H. Rhodes, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Ruth Mae Cooler Hiott the wife of the within named A. B. Hiott 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 Harmon Hiott, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 4th day of December, Anno Domini 19 44.

Osborne H. Rhodes (SEAL) Notary Public for S. C.

Ruth Mae Cooler Hiott

Recorded the above conveyance, this 4th day of December at 3:30 P.M. 1944

C. C. & R. M. C.

DEED

590

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

We, Athelloan S. Wilson and J. Peery Wilson,

in the State aforesaid, in consideration of the sum of Three Thousand Nine Hundred Sixty Five and 0/100 Dollar ($3965.00) DOLLARS, to us in hand paid at and before the sealing of these presents by Sherrell Blocker and Claire W. Blocker

in the State aforesaid, 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 Sherrell Blocker and Claire W. Blocker, their heirs and assigns,

Lot #1 All that certain lot of land together with the buildings thereon known as Lot No. 3 on plat of C. E. Bunsnt, Registered Surveyor, dated November 18, 1940, on Mayfair Street, in the Town of Walterboro, County of Colleton, and State of South Carolina, measuring and bounding as follows: on the north one hundred forty-five (145') feet on Lot No. 2 of E. P. Allen, formerly of Athelloan S. Wilson; on the east fifty-two (52') feet on Lot No. 6 next below described, formerly of J. Peery Wilson; on the South one hundred forty-five (145') feet on lot of George W. Clark and Yeanti W. Clark; and on the west fifty-two (52') feet on Mayfair Street. Said lot conveyed to Athelloan S. Wilson by deed of J. Peery Wilson, dated 21 May 1941, recorded in Book 80, Page 810 in the office of the Clerk of Court for said County.

ALSO: Lot #2 All that certain lot of land in the Town of Walterboro, County of Colleton, State of South Carolina, measuring and bounding as follows: on the North fifty-six (56') feet, more or less, on lot of J. W. Chapman, formerly of J. Peery Wilson; on the East one hundred fifty (150') feet, more or less, on lot now or formerly of Saunders; on the South one hundred seven (107') feet, more or less, the line being irregular, on lot of Clark and lot of Hinckney; and on the west one hundred two (102') feet, more or less, on lot of Allen and lot above described. Being a portion of Lot No. 6 on plat of record in the Office of the Clerk of Court for Colleton County, South Carolina, in plat book 3 at page 66, and being a portion of the land included in a deed from W. C. Saunders to J. Peery Wilson, dated the 10th day of October, 1940, recorded in the office of the Clerk of Court for Colleton County, South Carolina, in book 76, at page 534.

WHEREAS, Lot A, hereinafter described, is the property of Athelloan S. Wilson, and WHEREAS, Lot B, hereinafter described, is the property of J. Peery Wilson, a soldier in the Armed Forces of the United States, who has given unto his wife, Athelloan S. Wilson, a power of attorney, dated 14 April 1944, recorded in Book 66, page 346 in the office of the Clerk of Court for Colleton County, to which reference is had for particulars.

NOW THEREFORE,

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 Sherrell Blocker and Claire W. Blocker, their Heirs and Assigns, forever.

AND we do hereby bind ourselves and our Heirs, ~~XXXXXXXXXXXXXXXXXXXXXX~~ Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Sherrell Blocker and Claire W. Blocker, their Heirs and Assigns, against us and our Heirs and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our Hand and Seal this 4th day of December in the year of our Lord one thousand nine hundred and forty four and in the one hundred and sixty ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

J. H. Hoorar — Athelloan S. Wilson (L. S.)

Elizabeth Fowler — J. Peery Wilson (L. S.)
By: Athelloan S. Wilson
as his Attorney in Fact

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $ 4.40
S. C. Stamps $ 5.00

Personally appeared before me Elizabeth Fowler and made oath that she saw the within named Athelloan S. Wilson and J. Peery Wilson by Athelloan S. Wilson as his Attorney in Fact sign, seal, and as their act and deed, deliver the within written Deed; and that she with J. H. Hoorar witnessed the execution thereof.

Sworn to before me, this 4th day of December, A. D. 1944

J. H. Hoorar (SEAL)
Notary Public for S. C.

Elizabeth Fowler

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, J. H. Hoorar, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Athelloan S. Wilson the wife of the within named J. Peery Wilson did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Sherrell Blocker and Claire W. Blocker, their Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 4th day of December Anno Domini 1944

J. H. Hoorar (SEAL)
Notary Public for S. C.

Athelloan S. Wilson

Recorded the above conveyance, this 4th day of December at 3:40 P.M. 1944

C C & R M C

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

We, I. M. Fishburne and Gladys W. Fishburne

in the State aforesaid, for and in consideration of the sum of Two hundred fifty and no/100 -------- DOLLARS, to us in hand paid at and before the sealing of these presents by Jesse R. Dodison

in the State aforesaid, 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 Jesse R. Dodison, his heirs and assigns,

All that lot of land situated in Town of Walterboro located on the east side of Blanchard St. and bounded as follows: North by lot formerly owned by I. M. Fishburne and Gladys W. Fishburne: East by lot of the late Harry Bailey; South by Harper St.; West by Blanchard St. Said lot measuring as follows; on North line and South line one hundred and fourteen feet (114); on east and West lines fifty-one (51) feet. Said lot being a part of property owned by the late J. J. Blanchard.

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 Jesse R. Dodison, his Heirs and Assigns, forever.

AND we do hereby bind ourselves and our Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Jesse R. Dodison, his Heirs and Assigns, against us and our Heirs and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 16th day of July in the year of our Lord one thousand nine hundred and forty-four, and in the one hundred and sixty-eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

L. F. Fishburne — Gladys W. Fishburne (L. S.)

Katherine H. Boar — I. M. Fishburne (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County.

Fed. Stamps $ 0.55
S. C. Stamps $ 1.00

Personally appeared before me L. F. Fishburne and made oath that he saw the within named I. M. Fishburne & Gladys W. Fishburne sign, seal and as their act and deed, deliver the within written Deed; and that he with Katherine H. Boar witnessed the execution thereof.

Sworn to before me, this 16th day of July, A. D. 1944

Katherine H. Boar (SEAL)
Notary Public for S. C.

L. F. Fishburne

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, Katherine H. Boar, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Gladys W. Fishburne the wife of the within named I. M. Fishburne 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 Jesse R. Dodison, his Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 16th day of July, Anno Domini 1944

Katherine H. Boar (SEAL)
Notary Public for S. C.

Gladys W. Fishburne

Recorded the above conveyance, this 5th day of December at 11 A.M. 1944

C. C. & R. M. C.

DEED

502

J. R. PEARSON TO RENA SINGLETON

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

J. R. Pearson,

in the State aforesaid, in consideration of the sum of three hundred and no/100 ---------- DOLLARS, to me in hand paid at and before the sealing of these presents by Rena Singleton

in the State aforesaid, 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 Rena Singleton, her heirs and assigns.

All that piece, parcel or lot of land, situate in the Town of Walterboro, County of Colleton and State of South Carolina, being parts of lot No. 15 and lot No. 20 on a plat of J. M. Frank, Registered Civil Engineer and Surveyor, made for J. R. Pearson, of date July 17, 1936, and having the following measurements and bounderies, to wit: Measuring on the North line seventy three (73) feet and bounded on the North by part of lot No. 15, property of Odelle C. Goudlock; measuring on the North west line ninety one (91) feet and bounded on the North west by lots nos. 16, 17, 18 and 19, on said plat; measuring on the East line eighty (80) feet and bounded on the east by street; measuring on the South line one hundred and thirty seven (137) feet and bounded on the South by lot No. 21, property of Marion Bennett; measuring on the West line twenty six (26) feet and bounded on the west by part of lot No. 15, property of Odelle C. Goudlock. All of which will more fully appear by reference to a plat of said lot made for Rena Singleton by J. M. Frank, Registered Civil Engineer and Surveyor, of date October, 1944

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 Rena Singleton, her Heirs 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 Rena Singleton, her Heirs and Assigns, against me and my Heirs, and all persons lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 18th day of October in the year of our Lord one thousand nine hundred and forty four, and in the one hundred and sixty ninth year of the Sovereignty and independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

J. C. Lemacks — J. R. Pearson (L. S.)

Myrtis A. Fripp — (L. S.)

THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamps $0.55 S. C. Stamps $1.00

Personally appeared before me Myrtis A. Fripp and made oath that he saw the within named J. R. Pearson sign, seal, and as his act and deed, deliver the within written Deed; and that she with J. C. Lemacks witnessed the execution thereof.

Sworn to before me, this 18th day of October A. D. 1944

J. C. Lemacks (SEAL) Notary Public for S. C.

Myrtis A. Fripp

THE STATE OF SOUTH CAROLINA, Colleton County.

RENUNCIATION OF DOWER

I, Myrtis A. Fripp, a Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Jessie L. Pearson the wife of the within named J. R. Pearson 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 Rena Singleton, her Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 18th day of October, Anno Domini 1944

Myrtis A. Fripp (SEAL) Notary Public for S. C. — Jessie L. Pearson

Recorded the above conveyance, this 5th day of December at 12 M. 1944

CC&M C

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON. REVOCATION OF POWER OF ATTORNEY.

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS BY Power of Attorney under our hands and seals dated 13 day of September, 1941, and recorded in the R.M.C.Office in Colleton County in Book 88, page 291, we, Merle O.Benton and Thomas Darrell Benton, of Colleton County, South Carolina, appointed J.E.Benton of Colleton County, South Carolina, our attorney in fact, to do certain acts and things therein connected with the sale and conveyance of our interest in certain lands and premises therein described;

NOW THEREFORE, We hereby revoke the said Power of Attorney, and every power and authority therein contained,

IN WITNESS WHEREOF, We have hereunto set our hands and seal this 12th day of August, 1952.

Signed, sealed and Delivered in the presence of:

Cleveland F.Beach. Merle O.Benton.

Osborne H.Rhodes. Thomas Darrell Benton.

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON,

PERSONALLY appeared before me Cleveland F.Beach, and made oath that he saw the within named Merle O.Benton and Thomas Darrell Benton, sign, seal and as their act and Deed deliverthe within Written Revocation of Power of Attorney, and that he with Osborne H.Rhodes, witnessed the execution thereof.

SWORN to before me this 12 day of August, 1952.

Osborne H.Rhodes. (L.S.)

Notary Public for South Carolina. Cleveland F.Beach.

Recorded August 12,1952 at 10 A.M.

DEED

504

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

STATEMENT

WHEREAS, on May 12, 1944, May H. Hiott executed to J. W. Holsey an Oil and Gas Mining Lease, recorded October 10, 1944, in Deed Book 88, at page 155, in the office of the Clerk of Court for Colleton County, which instrument includes a three hundred fifty-two and five-tenths (352.5) acre tract of land, now owned by Jessie H. Rowe, Thomas M. Rowe and C. Kenwood Rowe; which Lease was assigned by J. W. Holsey to The Texas Company by Assignment dated May 22, 1944, recorded 10 October 1944, in Deed Book 88, at page 184; and

WHEREAS, the said Lease provided that if drilling operations were not commenced on the leased real estate on or before one year from the date of said Lease (May 12, 1944), the said Lease shall terminate unless lessee shall pay or tender to lessor, or to the credit of lessor in the Farmers and Merchants Bank, at Walterboro, South Carolina, the sum of Sixty-one and 05/100 ($61.05) Dollars each year, as rental, in order to extend said Lease; and

WHEREAS, drilling operations were not commenced on the leased real estate on or before one year from the date of said Lease (May 12, 1944); and drilling operations have not been commenced on the leased real estate;

NOW, THEREFORE, I, C. G. HENDERSON, President of Farmers and Merchants Bank, Walterboro, South Carolina, hereby state that the records of the Farmers and Merchants Bank do not reflect the payment to the credit of the lessor, or her successors in title, of the rental above referred to; and we, JESSIE H. ROWE, THOMAS M. ROWE and C. KENWOOD ROWE, owners of the said three hundred fifty-two and five-tenths (352.5) acre tract of land included in the property described in said Lease, above referred to, hereby declare that since the execution of the said Lease the annual rental payments of Sixty-one and 05/100 ($61.05) Dollars have not been paid and the Lease is thereby of no force and effect.

DATED this 28th day of July 1978.

IN THE PRESENCE OF:

M Jerry Garfinkle

Isadore Bogoslow

C. G. Henderson (L.S.)
C. G. Henderson, President,
Farmers and Merchants Bank.

Jessie H. Rowe (L.S.)
Jessie H. Rowe

Thomas M. Rowe (L.S.)
Thomas M. Rowe

C. Kenwood Rowe (L.S.)
C. Kenwood Rowe

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

PERSONALLY appeared before me M. Jerry Garfinkle who on oath says that he saw the within named C. G. Henderson, President of Farmers and Merchants Bank, Walterboro, South Carolina, and Jessie H. Rowe, Thomas M. Rowe and C. Kenwood Rowe, sign, seal and as their act and deed, deliver the within written Statement, and that he with Isadore Bogoslow witnessed the execution thereof.

SWORN to before me this
28th day of July 1978

M Jerry Garfinkle

Isadore Bogoslow (L.S.)
Notary Public for South Carolina

My Commission expires 14 August 1979

Recorded September 15, 1978
4:00 P.M.

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

RELEASE OF OIL AND GAS LEASE

WHEREAS, G. F. Pellum and wife, Addie Pellum, gave an oil and gas lease to W. G. Burrage dated August 23, 1944, recorded October 16, 1944, in the office of the Clerk of Court for Colleton County, South Carolina, at Walterboro in Deed Book 88 at Page 225, covering a tract of land in Colleton County, South Carolina, bounded North by lands of Frank Thompson; East by lands of Manley Stanley; South by lands of H. Crosby; and West by lands of Colson and lands of Breland; and

WHEREAS, W. G. Burrage assigned said oil and gas lease to C. J. Davidson by assignment dated October 2, 1944, and recorded in the office of the Clerk of Court for Colleton County, South Carolina, at Walterboro, in Book 88 at Page 236; and

WHEREAS, G. F. Pellum thereafter conveyed said land away; and

WHEREAS, C. J. Davidson still holds said oil and gas lease, but acknowledges that same was forfeited a long time ago, and he claims no further interest in same.

NOW KNOW ALL MEN BY THESE PRESENTS, That I, C. J. Davidson, in consideration of the sum of One ($1.00) Dollar, receipt of which is acknowledged, hereby release, relinquish and quit-claim any and all rights whatsoever now held or claimed by me, if any, under the following oil and gas lease dated the 23rd day of August, 1944, to and in favor of W. G. Burrage by G. F. Pellum and wife, Addie Pellum, recorded in Book 88 at Page 225, in the office of the Clerk of Court for Colleton County, South Carolina, at Walterboro, covering a tract of land in Colleton County, State of South Carolina, bounded North by lands of Frank Thompson; East by lands of Manley Stanley; South by lands of H. Crosby; and West by lands of Colson and lands of Breland; and under the following assignment dated October 2, 1944, executed to and in favor of C. J. Davidson by W. G. Burrage, recorded in Book 88 at Page 236, in said Clerk's Office, covering said land.

WITNESS my hand and seal at Fort Worth, Texas, this 9th day of April, A.D., 1963.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

C. J. Davidson (SEAL)

John J. Wilson Jo Ann Vitosek

STATE OF TEXAS

COUNTY OF TARRANT

PERSONALLY appeared before me John J. Wilson and made oath that he saw C. J. Davidson sign, seal and as his act and deed deliver the within written lease and that he with Jo Ann Vitosek witnessed the execution thereof.

SWORN to before me this 9th day of April A.D., 1963. John J. Wilson

Alice Ward - Seal Affixed (SEAL)
Notary Public for Tarrant County, Texas
My Commission expires 6/1/63

Recorded May 13, 1963 3 P. M.

506

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

RELEASE OF OIL AND GAS LEASE

WHEREAS, W. E. O'Quinn and Mary Alice O'Quinn gave an oil and gas lease to W. G. Burrage dated August 23, 1944, recorded September 9, 1944, in the office of the Clerk of Court for Colleton County, South Carolina, at Walterboro, in Deed Book 87 at Page 311, the same covering all land owned by them in Colleton County, South Carolina, whether the same be correctley described herein or not, containing 167 acres, more or less; and

WHEREAS, W. G. Burrage assigned said oil and gas lease to C. J. Davidson by assignment dated August 28, 1944, recorded September 9, 1944, in the office of the Clerk of Court for Colleton County, South Carolina, at Walterboro, in Book 87 at Page 315; and

WHEREAS, W. E. O'Quinn thereafter conveyed said lands as follows:

A tract of 30 acres, more or less, to Bessie McTeer;
A tract of 30 acres, more or less, to Batie Pender;
A tract of 32.6 acres, more or less, to Jacob O'Quinn;
A tract of 43.4 acres, more or less, to Berry O'Quinn; and
A tract of 30 acres, more or less, to Dorothy Lee Drewdy Mettles; and

WHEREAS, C. J. Davidson still holds said oil and gas lease but acknowledges that same was forfeited a long time ago, and he claims no further interest in same.

NOW KNOW ALL MEN BY THESE PRESENTS, That I, C. J. Davidson, in consideration of the sum of One ($1.00) Dollar, receipt of which is acknowledged, hereby release, relinquish, and quit-claim any and all rights whatsoever now held or claimed by me, if any, under the following oil and gas lease, dated the 23rd day of August, 1944, to and in favor of W. G. Burrage by W. E. O'Quinn and wife, Mary Alice O'Quinn, recorded in Book 87 at Page 311, in the office of the Clerk of Court for Colleton County, South Carolina, at Walterboro, covering 167 acres, more or less, the intention of the description to cover all lands owned by W. E. O'Quinn and wife, Mary Alice O'Quinn, in Colleton County, South Carolina; and under the following assignment of oil and gas lease dated August 28, 1944, executed to and in favor of C. J. Davidson by W. G. Burrage, recorded in Book 87 at Page 315 in said Clerk's Office covering said land.

WITNESS my hand and seal at Fort Worth, Texas, this 9th day of April, A. D., 1963.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF: C. J. Davidson (SEAL)

John J. Wilson Jo Ann Vitosek

STATE OF TEXAS

COUNTY OF TARRANT

PERSONALLY appeared before me John J. Wilson and made oath that he saw C. J. Davidson sign, seal and as his act and deed deliver the within written lease and that he with Jo Ann Vitosek witnessed the execution thereof.

SWORN to before me this 9th day of April, A.D., 1963. John J. Wilson

Alice Ward - Seal affixed (SEAL)
Notary Public for Tarrant County, Texas
My Commission expires 6/1/63

Recorded May 13, 1963 3 P. M.