

-as provided in Section 2875, Code of Laws of South Carolina, Volume I, 1912, had been duly published and that proof of the publication had been duly attached to such declaration; and, Whereas, the above named petitioners were appointed by me a Board of Corporators on the first day of December A.D. 1919; and, Whereas, on the seventh day of January 1920, the said Board of Corporators did file with me, as Secretary of State, their return in writing, under their hands and seals, duly attested and sworn to, showing that all requirements of Article III, Chapter XLVII, Code of Laws of South Carolina 1912, Volume I, and all amendments thereto had been fully complied with; that the entire authorized capital stock of said corporation had been subscribed, and twenty per cent. of that amount had been paid to the corporators and showing, further, the names and residences of the subscribers, the amount subscribed by each, and the names and residences of the president, Secretary, and Vice-President, Board of Directors and all other officers of said Company, and that they had fully complied with all the provisions of law for the formation of said corporation. Now, Therefore, I, W. Banks Dove, Secretary of State, of South Carolina, by virtue of the power and authority vested in me by Article III, Chapter XLVII, Code of 1912, and amendments thereto, and all Acts or parts of Acts me hereto enabling, do certify and declare the aforesaid Greenville and Northern Railway Company to be a body politic and corporate, created and fully organized according to the Laws of South Carolina, under the name, for the purposes, and with the rights, powers and privileges set forth in said declaration and petition; and that said Company is fully authorized to commence business under its charter, and may sue and be sued in any of the courts of this State; and shall be entitled to all the rights, powers and privileges, and be subject to all the limitations and liabilities of railroad corporations embraced in the general railroad law, being Chapter XLIX, of the Code of 1912, as well as any Acts now existing or hereafter to be passed regulating the duties, privileges and liabilities of railroad companies. It is, furthermore, a condition of this charter that the said Greenville and Northern Railway Company shall be deemed to have waived their charter rights, franchises and privileges unless they shall begin the construction of the proposed road within two years from the date hereof and complete the same within fifteen years, the time fixed by law. It is hereby required that this charter shall be recorded in the office of the Register of Mesne Conveyance or Clerk of Court in each County where said corporation shall have a business office. Given under my hand and the seal of the State, at Columbia, this the seventh day of January in the Year of our Lord One Thousand nine hundred and twenty and in the one hundred and forty-fourth year of the Independence of the United States of America.



W. Banks Dove,
Secretary of State.

Recorded January 12th, 1920.

State of South Carolina,
County of Greenville.

This Agreement made and entered into this the 12th, day of January 1920 by and between J.W. Goddard of the one part and Wm. H. Austin, of the other part,

W-I-T-N-E-S-S-E-T-H:

That for and in consideration of the terms and conditions and money paid and to be paid, as is hereinafter stated, the said Goddard has bargained and sold and will convey to the said Austin as is hereinafter stated, those two certain lots of land with the brick building, sheds and out-houses thereon situate, all being on the East side of North Brown Street, between North and Elford Streets, in the City and County of Greenville, South Carolina, said lots in the aggregate fronting Brown Street 107 feet and running back to the line of the J.F. Hodges lot, and have such courses and distances as are shown in the deed to the said Goddard by O'Neill and Smith, and M.D. Barr, respectively, said deeds being recorded in Vol. 8, pages 254 and 311, respectively.

The bargain and sale have to do solely with the land and the buildings thereon, and there is not to be conveyed any machinery, implements, appliances connected with the business operated by the said Goddard, or any personal property on said premises.

The purchase price for said property is Forty-five thousand dollars, of which the sum of One thousand dollars is this day paid, the receipt whereof is hereby acknowledged by the said Goddard, and the remainder to be paid the 1st, day of July 1920, at which time the said Goddard will execute and deliver to the order of said Austin a good and sufficient deed, and thereby convey to him said property in fee simple, free from all encumbrances, including dower renounced, if any.

It is further agreed that taxes for the year 1920 and all insurance existing on said property at the time of conveyance will be pro-rated between the parties hereto. That time is of the essence of this contract.

In witness whereof, the parties hereto do in duplicate set their hands and seals the day and year first above written.

Signed, sealed and delivered

in the presence of:

Helen A. Morgan,

B.A. Morgan.

J.W. Goddard, (Seal)

Wm. H. Austin, (Seal)

Personally comes before me Helen A. Morgan who on oath says that she saw the within named J.W. Goddard and Wm.H. Austin sign, seal and as their act and deed deliver the foregoing contract and that she with B.A. Morgan witnessed the execution thereof.

Sworn to and subscribed before me

this 12, day of January 1920.

B.A. Morgan (Seal)

Notary Public for S.C.

Helen A. Morgan

Recorded Jan. 14th, 1920.