

THE STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

KNOW ALL MEN BY THESE PRESENTS, That Cedar Falls Light and Power Company

a corporation chartered under the laws of the State of South Carolina and having its principal place of business at Greenville in the State of South Carolina for and in consideration of the sum of One thousand, nine hundred seventy-one and 01/100 DOLLARS,

to it in hand duly paid at and before the sealing and delivery of these presents by the grantee... hereinafter named (the receipt whereof is hereby acknowledged), has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto W.V. Austin: All that piece, parcel or tract of land situate near Fork Shoals, in the County of Greenville, State of South Carolina, known and designated as tract 23 of the lands of Katrine Manufacturing Company as shown on the plat made by P.G. BERRY, December 1916, and having the following metes and bounds, to-wit: Beginning on the West bank of Reedy River, at Austin's corner and running thence with Austin's line S. 62 W. 12.50 chains to stake in the center of the new Mill Road Austin's corner; thence with center of said road S. 45 1/2 E. 7 chains; thence still with center of said road S. 29 E. 3.50 chains; thence still with the center of said Road S. 22 3/4 E. 16.52 chains to stake, at bend in road; thence N. 66 1/2 E. 3.30 chains to oak; thence N. 58 E. 7.84 chains to stake; thence S. 55 E. 1.52 chs. to stake on the West Bank of Reedy River; thence up west bank of Reedy River in a Northern direction 31.80 to the beginning corner, containing 36.83/100 acres, more or less. Also, all that certain tract of land situate in the County and State aforesaid and adjoining the tract above described and being taken from the Northern end of Tract #4, as shown on said plat, being more particularly described as follows: Beginning at the junction of the New Mill Road with the Old Mill Road, corner of tract above described and running thence with the center of the Old Mill Road in a Northwestern direction 10 chains to pine, Austin's corner; thence with said Austin's Line N. 62 E. 6.00 chains to stake in the center of the New Mill Road, corner of tract 1st. above described; thence with the center of the new mill road S. 45 1/2 E. 7 chains to the beginning corner. Upon condition, however, which is hereby declared to be a condition subsequent, that for a period of four (4) years from the date of this deed, the grantee nor his heirs, executors or assigns shall not conduct nor permit to be conducted on any of the said property herein conveyed, any mercantile establishment of any kind whatsoever. Reserving, however, to the Grantor its successors and assigns, the right so far as the granted lands are concerned, of erecting and maintaining a dam or dams, across the Reedy River at or near Cedar Falls, or Fork Shoals, or both places, with the right from time to time to repair said dam or dams and increase their height and dimensions to such a point as may be deemed advisable by the grantor, its successors and assigns, so as to fully develop the power of said river without liability to the grantee, his heirs and assigns, for such damage as may result from the maintenance of such dam or dams or the ponding of the waters of said river, and further reserving the right to erect and maintain a pole line, or lines across said premises for the purpose of erecting and maintaining wires and other conduits for the purpose of transmitting electric power and current, and for the purpose of maintaining telephone and telegraph wires with the right to construct such other poles lines as may be deemed advisable; and reserving the further right to maintain the roads over and across the granted premises as they are now located, and with the right to re-locate and to construct other roads as may be deemed necessary for the business of the grantor or for the convenience of the public. Provided, however, that in any such work of construction no dwelling house, out building or other structures shall be interfered with and no growing crops destroyed, without making due compensation.

State of South Carolina, County of Greenville. Whereas, Cedar Falls Light and Power Company did on November 1, 1912, execute certain bonds aggregating \$25,000.00 and to secure the same did execute a mortgage covering certain lands fully described in said mortgage unto Frank Hammond, as Trustee (he being dead W.C. Beacham was appointed in his stead). And, whereas, the holder of said bonds have authorized the said Trustee to execute a release of said mortgage on such portions of the mortgaged premises as may from time to time be sold. Now, therefore, I, W.C. Beacham as Trustee, in pursuance of the power vested in me by said bond holders (a copy of which is affixed to the mortgage of record in the Register's Office) and in compliance with said power have released and discharged and do hereby release and discharge from the lien of said mortgage the tract of land described in the within deed from said Power Company to W.V. Austin, by deed dated February 9, 1917. Witness my hand and seal this 9th, day of February, 1917.

Witness: T.G. Davis, Elise Bush, W.C. Beacham (U.S.) As Trustee.

TOGETHER with, all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining. TO HAVE AND TO HOLD, all and singular, the premises before mentioned unto the grantee, hereinafter named, and his heirs and assigns forever.

And the said granting corporation does hereby bind itself and its successors to warrant and forever defend all and singular the said premises unto the grantee, hereinafter named, and his heirs and assigns, against itself and its successors, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

In witness whereof the said granting corporation has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officers

on this the 9th, day of February in the year of our Lord one thousand nine hundred and seventeen and in the one hundred and forty-first year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of Buffie Moss, Elise Bush, Cedar Falls Light & Power Co. By B.E. Geer, Pres. & Treas. and J.M. Geer, Secy.

STATE OF SOUTH CAROLINA, County of Greenville. PERSONALLY appeared before me Buffie Moss and made oath that he saw B.E. Geer as President and Treasurer and J.M. Geer as Secretary of Cedar Falls Light & Power Co. a corporation chartered under the laws of the State of South Carolina sign, seal with its corporate seal, and as the act and deed of said corporation deliver the within written deed, and that he with Elise Bush witnessed the execution thereof.

SWORN to before me, this 9th, day of February A. D. 1917. T.G. Davis, Notary Public for South Carolina.

Recorded November 13th, 1924.

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