

68-foot strip that might in any way endanger the proper maintenance and operation of the structures and other property placed upon said right of way by the grantee. It is understood and agreed that the failure or neglect of the grantee, its successors or assigns, at any time to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right at any time thereafter to exercise any or all of such rights and privileges.

It is agreed that the owner of said tract of land may use, or permit said right of way to be used for growing such crops and maintaining such fences thereon as may not in any manner interfere or conflict with the use of said right of way and rights by the grantee for the purposes hereinabove mentioned.

To Have and to Hold the aforesaid right of way, rights, privileges and easements unto the said Duke Power Company, its successors and assigns, to its and their only use and behoof forever.

In witness whereof, the said Ann Smith does hereunto set her hand and seal this the 22nd day of June, A. D. 1937

Signed, sealed and delivered in the presence of:

L. B. Aull, Jr.

Ann Smith (SEAL)

J. K. Earle.

State of South Carolina,

County of Greenville.

Personally appeared before me L. B. Aull, Jr., and made oath that he saw the within named Ann Smith, sign, seal, and as his act and deed deliver the within written deed, and that he with J. K. Earle witnessed the execution thereof.

Sworn to and subscribed before me this 22nd day of June, A. D. 1937

Dakyns B. Stover (L. S.)

L. B. Aull, Jr. (SEAL)

Notary Public for S. C.

No Stamps

Right of way recorded 28th day of July, 1937 at 4:45 P. M. #9668

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For value received, J. K. Earle, guardian for the children of S. T. Earle, the owner and holder of a certain mortgage given by Annie Smith to J. K. Earle, Agent for Louise Earle, dated March 24, 1927 and recorded in the R. M. C. Office for Greenville County, S. C., in Mortgage Book 189, at page 210, securing the original sum of Five Hundred Seventy-one and 87/100 (\$571.87) Dollars, joins in the execution of this right of way deed for the purpose of releasing the rights and easements hereinabove described in favor of Duke Power Company, its successors and assigns, from the lien and effect of said mortgage, expressly reserving, however, all of my rights under and by virtue of said mortgage, except those hereby expressly released.

Witness my hand and seal this ✓ day of May, 1937

In the presence of :

R. O. Tuten

Guardian

J. K. Earle (SEAL)

Dakyns B. Stover.

State of South Carolina,

County of Greenville.

Personally appeared before me R. O. Tuten who, being duly sworn, says that he saw J. K. Earle, Guardian for the children of S. T. Earle, sign, seal and as his act and deed deliver the foregoing release and that he with Dakyns B. Stover witnessed the execution thereof.

Sworn to before me this ✓ day of May, 1937

Dakyns B. Stover (L.S.)

R. O. Tuten.

Notary Public for South Carolina.

For Right of way to this release see Page 278 in this Book.

Release recorded this the 28th day of July, 1937 at 4:45 P. M. #9668

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State of South Carolina,  
County of Greenville.

Know all men by these presents, that I, B. A. Shirley in consideration of the sum of \$5.00 in hand paid by Duke Power Company, a corporation organized under the laws of the State of New Jersey, the receipt whereof is hereby acknowledged, do hereby grant and convey unto said Duke Power Company, its successors and assigns, a right of way sixty-eight (68) feet in width in, upon, and across that tract of land belonging to us (me), situate in the above County and State, bounded by lands of R. D. Smith and M. D. Earle, Est., for the purpose of constructing, operating and maintaining a line of towers, poles, or other structures, (which may be changed from one to the other from time to time, and which may be of wood, steel, concrete, or other material, at the option of the grantee), together with such wires, conductors, telephone wires, and other apparatus and appliances as, in the opinion of the grantee, may be advisable or desirable for or in connection with the transmitting and distributing of electric power; the grantee, its successors and assigns, is also granted the right at all times to enter upon said tract of land for the purpose of con-