

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

KNOW ALL MEN BY THESE PRESENTS, That I, E. Inman, Master for Greenville County, pursuant to the authority vested in me by virtue of a decree in the case of Mrs. Gertrude Green, plaintiff, against Julian Kenneth Green and Martha Green, defendants, dated December 29, 1939, said action having been brought in the County Court for Greenville County, S. C., in consideration of the sum of Two Hundred and no/100 (\$200.00) Dollars in hand paid by Duke Power Company, a corporation organized under the laws of the State of New Jersey (receipt of which is hereby acknowledged) do hereby grant and convey unto said Duke Power Company, its successors and assigns, the interests of Julian Kenneth Green and Martha Green, in and to a right of way and easement over and upon that tract of land owned by Mrs. Gertrude Green, Julian Kenneth Green and Martha Green situate in the State and County aforesaid, bounded by lands of J. H. Roberts on the west and C. M. Jones on the east, the land upon which said right of way and easement is granted being particularly described as follows, to-wit:

Being that portion of said lands lying within a strip of land 128 feet in width, extending 64 feet on each side of the center line of said right of way as same has been marked out on the ground and as shown on blue print recorded in the Public Registry of Greenville County, South Carolina, in Book J, at page 136; with the right, privilege and easement to enter upon and occupy the whole or any part of said right of way, and to construct, maintain and operate upon, along and within the limits of same, poles, towers, wires, lines and other structures, apparatus and appliances of any nature or character whatsoever, for the purpose of transmitting and distributing electric power, and for any purpose connected therewith, and also for telephone purposes; and to make such alterations, changes, renewals, substitutions and additions to or in connection with said lines, wires, towers, poles, structures, apparatus and appliances, as the Power Company, its successors or assigns, may at any time or from time to time deem desirable or advisable; with the right, privilege and easement to keep or to require said right of way as above described, to be kept free and clear of any and all structures, trees and other objects of any nature or description except those placed thereon by said Power Company, its successors or assigns; with the further right to cut away and keep clear of said lines and structures any tree located upon property now owned by Mrs. Gertrude Green, Julian Kenneth Green and Martha Green outside of said right of way, which if it should fall or be blown down might strike any of said lines, structures, or other property; with the further right of ingress to and egress from the above mentioned and described strip of land, over, upon and across the lands of Mrs. Gertrude Green, Julian Kenneth Green and Martha Green above referred to, for the purpose of exercising any or all of the rights and privileges hereby granted; provided that the failure or neglect of the Power Company, its successors or assigns, to keep or require said right of way to be kept clear as aforesaid, or to exercise any of the rights herein granted, shall not be construed as a waiver or abandonment of the right thereafter and at any time to remove or require the removal of any structure or object which may have been placed or allowed to remain on said right of way, or to exercise any of the rights and privileges hereby granted.

IT IS AGREED, That the owners 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 interfere with the use of said right of way by the Power Company for the purposes hereinabove mentioned, or conflict with its right at all times to maintain and operate said right of way and the apparatus and structures placed thereon.

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 WITNES WHEREOF said E. Inman, Master for Greenville County, S. C., has hereunto set his hand and seal this 29th day of December, 1939.

In the Presence of: Marion Brawley, Jr.
Lora Campbell



E. Inman, (L.S.)
Master, Greenville County, S. C.

State of South Carolina,
County of Greenville.

Personally appeared before me Marion Brawley, Jr. who, being duly sworn, says that he saw E. Inman, Master for Greenville County, sign, seal and as his act and deed execute the foregoing Deed, and that he with Lora Campbell witnessed the execution thereof.

Sworn to before me this 29th day of December, 1939.
Lora Campbell (L. S.)
Notary Public for South Carolina.

Marion Brawley, Jr.

S. C. Stamps \$1.00
U. S. Stamps \$0.50

Recorded January 10, 1940 at 9 A. M. #423 BY: E. G.