

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE)

For True Consideration, See Affidavit
 Book 4, Page 24.

KNOW ALL MEN BY THESE PRESENTS, That Union Bleachery, a corporation, duly organized and existing under and by virtue of the laws of the State of South Carolina, with its principal place of Business near the City of Greenville, said State and County, for and in consideration of the sum of One (\$1.00) Dollar, and other valuable considerations accruing to it, in hand paid by Duke Power Company, receipt whereof is hereby acknowledged, does hereby grant unto the said Duke Power Company, its successors and assigns, the right, privilege and easement to go in and upon those certain tracts or lots of land situate in said State and County, about three (3) miles from the Greenville County Courthouse, lying on both sides of the Old Buncombe Road, known as U. S. Highway No. 25, and to construct and maintain upon and through said premises, in a proper manner, a line of poles on both sides of said Old Buncombe Road through the premises of the grantor (including lot at the intersection of Buncombe Road and Franklin Road, in sub division of Sans Souci, and the Union Bleachery Mill Village), on both sides of Cooper Avenue from said Buncombe Road to Arrington Avenue, on both sides of Whittle Street from said Buncombe Road to Arrington Avenue and also on both sides of Arrington Avenue from Cooper Avenue to its intersection with said Old Buncombe Road; and to construct, maintain and operate necessary wires, spans, trolleys, brackets, guy wires and other equipment for the operation of trackless trolley coaches, and with permission to use Cooper Avenue, Whittle Street and Arrington Avenue in said Union Bleachery Mill Village, herein designated, for the operation of said trackless trolley coaches; PROVIDED, no poles, wires and/or other obstructions be constructed and maintained in such a way as to interfere with the use and enjoyment of the mill, houses, buildings, power lines and/or other property of the grantor, its successors and assigns and furthermore the exact location of poles, wires and/or other obstructions shall be subject to the approval of the grantor, its successors and assigns.

The grantor further grants the right, privilege and easement to grantee, its successors and assigns, to use grantor's poles where convenient, and to attach necessary wires, guys, brackets and other equipment thereto, proper clearance between the wires of the grantor, its successors and assigns and the wires and equipment of the grantee to be maintained; and with the consent of the proper officers of the grantor, its successors and assigns, to move at grantee's expense, poles of the grantor, its successors and assigns, so as to make them more accessible to and for the uses aforesaid of the grantee, its successors and assigns: PROVIDED, in the event the poles of the grantor, its successors and assigns are pulled over or broken off as a result of the grantee's wires being attached thereto, the grantee, its successors and assigns will be at its own expense replace said pole or poles; or otherwise remedy the trouble.

As a part consideration hereof, the grantor, its successors and assigns herein reserves the right to use at all times any pole or poles erected by the grantee, its successors and assigns, for the purpose of constructing and operating the power lines, wires and equipment of the grantor, its successors and assigns; in such case, however, the grantor, its successors and assigns will save harmless the grantee from any damage or liability which may arise from said use.

The grantee, its successors and assigns, by the acceptance of the rights, privilege and easement herein, agrees to indemnify and save harmless the grantor, its successors and assigns, from all damage and liability accruing and/or to accrue to the grantor, its successors and assigns, and arising an/or growing out of the negligent construction, maintenance and operation by the grantee, its agents and employees, of aforesaid poles, wires and equipment.

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, R. W. Arrington, President, and L. B. Poole, Secretary, on this the 4th. day of March, in the year of our Lord one thousand nine hundred and forty, 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:

Felicia Gresham
 J. B. Loyless

UNION BLEACHERY
 By- R. W. Arrington
 President
 And
 L. B. Poole
 Secretary

STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE)

PERSONALLY appeared before me Felicia Gresham and made oath that she saw R. W. Arrington as President, and L. B. Poole as Secretary of Union Bleachery; 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 she with J. S. Loyless witnessed the execution thereof.

Felicia Gresham

Sworn to before me this the 4th. day
 of March, 1940.

A. D. Robison (L. S.)
 Notary Public for S. C.

Recorded April 9th. 1940 at 1:00 P. M.

By- J. H.-