



KNOW ALL MEN BY THESE PRESENTS, That Sarah C. McSwain, Janie McSwain Topp,  
Dixon D. Davis, W. B. McGowan, Executors of the Estate of J. J. McSwain, Deceased,

(grantor(s))

in consideration, of \$ 325.00, paid by DUKE POWER COMPANY, a New Jersey corporation,  
receipt whereof is hereby acknowledged, do grant and convey unto said Duke Power Company  
a right of way in and over my (our) tract of land situate in the above State and County, bounded by the  
lands of Ruth G. Shealy, I. C. and R. E. Vaughn and Old Spartanburg Road, and as  
stipulated in the option dated February 21, 1950.

the land upon which said right of way is located and the rights granted being more particularly described as follows:

Being that portion of my (our) said land lying within a strip of land . 58 feet wide, extending  
34 feet on each side of the center line as same has been marked out on the ground, and being  
shown on print recorded in the public registry of the above State and County in Book

page; with the right to enter said strip of land, and to construct, maintain and operate  
within the limits of same, poles, towers, wires, lines, apparatus and appliances for the purpose of  
transmitting electric power and for telephone purposes, and to make such relocations, changes, re-  
newals, substitutions and additions of or to same from time to time, as said Power Company may  
deem desirable; with the right to keep said strip of land free and clear of any or all structures,  
trees and other objects of any nature, except those placed in or upon same by said Power Com-  
pany; with the right at all times to cut away all trees located upon said land outside of said strip  
which, if they should fall or be blown or cut down might strike any of said poles, towers, wires,  
lines, apparatus or appliances; with the right of ingress to and egress from said strip of land across the  
land above referred to, for the purpose of exercising the rights hereby granted; provided that the fail-  
ure of the Power Company to exercise any of the rights herein granted shall not be construed as a waiver  
or abandonment of the right thereafter at any time and from time to time to exercise any or all of same.

IT IS AGREED that the grantor(s) may plant crops and maintain fences on said strip of land and may  
construct streets or roads across but not lengthwise of same, provided that such planting, fences, streets or  
roads, or any other use of said strip of land by grantor(s) shall not, in the opinion of the Power Company,  
interfere or conflict with the use of said strip of land by the Power Company for the purposes hereinabove  
mentioned.

The right of way and easements hereby granted shall be binding upon and shall inure to the parties here-  
to, their successors, heirs and assigns.

IN WITNESS WHEREOF, the said grantor(s) have hereunto set their hands and seals,  
this 3rd day of June, 1950.

Signed, Sealed and Delivered in the presence of:

Oland L. Gurley  
Sarah C. Gurley  
Hubert F. Gunter  
Janie McSwain Topp (SEAL)  
Sarah C. McSwain (SEAL)  
Dixon D. Davis (SEAL)  
W. B. McGowan (SEAL)  
Executors of the Estate of J. J. McSwain  
Deceased

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

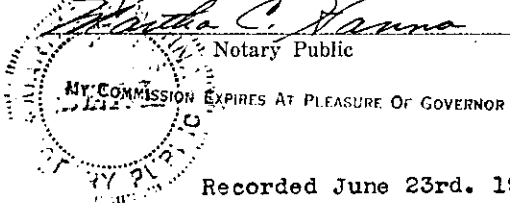
PERSONALLY appeared before me Oland L. Gurley  
and made oath that he saw the within named Sarah C. McSwain, Janie McSwain Topp,  
Dixon D. Davis, and W. B. McGowan

sign,

seal, and as their act and deed deliver the within written instrument, and that he  
with Sarah C. Gurley as to Janie McSwain Topp, Sarah C. McSwain and Dixon D. Davis and  
with Hubert F. Gunter as to W. B. McGowan witnessed the execution thereof.

SWORN to before me this 3rd  
day of June, A. D., 19  
Marta C. Hanna  
Notary Public

Oland L. Gurley



Recorded June 23rd. 1950 at 12:00 M- # 15307