

injured as to render them unfit for occupancy.

Said premises shall not be sub-let nor this lease assigned without the written consent of the Lessor.

In witness whereof the parties hereto do bind themselves, their heirs and assigns, and in duplicate set their hands and seals the day and year first above written.

Signed, sealed and delivered

in the presence of:

Harry R. Wilkins,

Wade H. Batson.

Mary S. Tuttle (Seal)

By- Wm. Goldsmith, Agent & Atty.

B.A. Morgan, (Seal)

South Carolina,

Greenville County.

Personally comes before me Wade H. Batson who on oath says that he saw the foregoing Mary S. Tuttle, by William Goldsmith, Agent, and B.A. Morgan, sign, seal and as their act and deed, deliver the foregoing Lease, and that he with Harry R. Wilkins witnessed the same.

Sworn to and subscribed before me

this 12th, day of April, 1916.

Harry R. Wilkins (Seal)

Wade H. Batson

Notary Public, S.C.

Recorded May 30th, 1917.

#####

158

(Deed)

The State of South Carolina,

Greenville County.

Whereas, There exists in the Town of Fountain Inn, a Municipal Corporation chartered under the laws of the State of South Carolina, a street with side walks, said street being known as Gulliver Street, and running east from Western Street, the side walk on the south side of said Street being six feet wide and abutting the property of Mrs. Etta Winn, the roadway being twenty-nine feet wide, and the side walk on the northern side of the Street being seven feet eight inches wide, abutting the property of W.B. Stewart, the Childers Estate and others, and

Whereas, Mrs. Etta Winn has heretofore planted shade trees along said side walk on the Southern side of the street, abutting her property, for the purpose of developing same and for the convenience and comfort of the public, and

Whereas, The Town of Fountain Inn desires to widen said Gulliver Street and side walk and threatens to use a part of the side south side walk abutting Mrs. Winn's property for the purpose of widening said roadway, thereby leaving a very narrow strip for said sidewalk, and

Whereas, in order to prevent said sidewalk on the south side of the said Gulliver Street from being disturbed, Mrs. Etta Winn has agreed to purchase from W.B. Stewart on the North side of the said Gulliver Street two feet of land running parallel with the present sidewalk on the northern side of the said Street, for which she is to pay the said W.B. Stewart the sum of Forty Dollars, and the said W.B. Stewart agrees to give two feet of his property adjoining the two feet that he -

is to convey to Mrs. Winn, on the north side of said Street, to the Town of Fountain Inn, for sidewalk purposes, thereby adding four feet to the width of the said street and sidewalk, in order to prevent the cutting of the trees along the side walk on the South side of the said Gulliver Street and the disturbing of same, abutting the property of the said Mrs. Etta Winn, and to preserve said sidewalk as it now exists,

Now, Know all men by these presents, That I, Etta Winn, in the State aforesaid, in consideration of the premises and the sum of Five Dollars to me in hand paid at and before the sealing of these presents by the Town of Fountain Inn (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Town of Fountain Inn, All that certain strip of land beginning at a point where the present sidewalk on the north side of Gulliver Street intersects with Western Street, measuring two feet wide and running parallel with the present sidewalk 258 feet to the property owned by the Childers Estate, said strip of land to be used for sidewalk purposes.

This deed is made to settle the controversy between Mrs. Etta Winn and the Town of Fountain Inn, with reference to disturbing the sidewalk on the south side of Gulliver Street.

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 said premises before mentioned unto the said Town of Fountain Inn, its successors and Assigns forever, for sidewalk purposes.

And I do hereby bind myself, my heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said Town of Fountain Inn, its successors and assigns, against me and my Heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness my hand and seal this 31, day of May in the year of Our Lord one thousand nine hundred and seventeen and in the one hundred and forty-first year of the independence of the United States of America.

Signed, sealed and delivered in presence of:

D.B. Roper,

A.R. Putman,

Ettie M. Winn (L.S.)

The State of South Carolina,

Greenville County.

Personally appeared before me A.R. Putman and made oath that he saw the within named Mrs. Etta Winn sign, seal and as her act and deed deliver the within written deed and that he with D.B. Roper witnessed the execution thereof.

Sworn to before me this 31,

day of May A.D. 1917.

A.R. Putman

D.B. Roper (L.S.)

Notary Public for South Carolina.

Recorded May 31st, 1917.