

(Agr. Lease.)

State of South Carolina,
County of Greenville.

This Agreement, entered into this 25, day of March 1918, between Mrs. C.E. Ware Landlord and W.A. Spillers, Tenant, Witnesseth:

1. That the said Mrs. C.E. Ware landlord, has this day leased to the said W.A. Spillers tenant, for agricultural purposes for a period of one year, beginning on the 1st, day of Jan. 1918, and ending the 31, day of Dec. 1918, all the land in cultivation on that certain farm situate in Oaklawn Township, Greenville County, S.C. containing in all about 280 acres, more or less, adjoining lands of I.P. Jordan, John Woodson, Thos. Woodson and John Chapman and known as the Mrs. C.E. Ware place, together with the tenant house, on said premises and the privilege of cutting necessary fire wood from dead timber upon the said premises during the continuation of this lease.
2. The said W.A. Spillers tenant agrees to cultivate a nine horse crop upon said premises in a farm-like manner, to keep up the terraces, ditches and fences thereon, and make all necessary repairs to the buildings, when the materials therefor are furnished by said landlord; to plant and cultivate said crops at the proper time; to take good care of the said premises, and to cut no green timber thereon without the written consent of the landlord; to refrain from ploughing any of the land when same is too wet; to keep the plantation roads in good repair; and to prevent any waste or trespass thereon. Also the said W.A. Spillers is to pay all the living expenses of the said Mrs. C.E. Ware during this year. Also the said Mrs. C.E. Ware has this day sold and turned over to the said W.A. Spillers, One top buggy, two-two horse wagons, six head of mules, one Ford touring Automobile 1916 Model, one milch cow and all of her farming implements of all description whatsoever, for the sum of one dollar and other valuable consideration received all of which is hereby acknowledged, by the said Mrs. C.E. Ware.

In case of the violation of any of the above provisions of this contract by said tenant, or in case of failure to pay the rent promptly when due; or of disposal of any of the crops grown upon said premises without paying the said rent or applying the proceeds of such sale as provided by law, the landlord shall have the right to declare this lease terminated upon his giving said tenant ten days' notice thereof in writing. If said tenant should fail to work the crops at the proper time or should abandon the premises, the landlord shall have the right at once to enter upon said premises and take possession thereof and cultivate, gather and market the said crops, and after payment of the expenses of such cultivation, gathering and marketing, shall apply the remaining proceeds first to the amount due said landlord for rent, and any surplus to any other liens against crop in the order of their priority, and pay the balance, if any, to the said tenant. The said tenant agree to pay as rent for said premises twenty-five hundred pounds of lint cotton per year, which shall become due and payable on or before the 31, day of Dec. 1918 of each year, and to secure same the landlord shall have a first lien upon all crops of whatsoever kind grown upon said premises as provided by law.

In case said rent is not paid when due, said landlord shall have the right to seize the crops grown upon said premises wherever found, and market the same without advertisement, in the usual course of marketing, for cash, and to dispose of the proceeds as above provided for.

Witness our hands and seals.

In the presence of:

S.T. Durham,
W.E. Thompson.

(Rev. stamp cancelled 2cts.)

Mrs. C.E. Ware, (Seal)
W.A. Spiller, (Seal)

State of South Carolina,
County of Anderson.

Personally appeared before me W.E. Thompson and made oath that he saw the within named Mrs. C.E. Ware and W.A. Spillers sign, seal and as their act and deed deliver the within written lease and transfer and that he with S.T. Durham witnessed the execution thereof.

Sworn to before me this
13, day of April A.D. 1918.
R.W. Colyer
Notary Public, S.C.

W.E. Thompson

Recorded April 15th, 1918.

(Dower)

State of South Carolina,
County of Greenville.

Whereas on the 14th, day of January 1905, J.L. Smith, J.B. Smith, W.H. Smith and Mrs. M.A. Holland conveyed a certain tract of land containing sixty acres, more or less, and being in the County and State aforesaid, on the Nesley-Ferry Road about half way between the Town of Mauldin and the Town of Simpsonville to Mrs. Josie O. Brooks, deed to said tract of land being recorded in the office of R.M.C. for Greenville County in Book MMM, at page 288.

But at the time said conveyance was made the wife of W.H. Smith did not renounce Dower upon said deed, for the reason that it was thought at that time unnecessary, the same being a part of the lands partitioned among the heirs of Sarah W. Smith, deceased; but it now appearing that a renunciation of Dower by the wife of the said W.H. Smith is desirable, if not necessary; wherefor the foregoing renunciation of Dower is made:

State of South Carolina,)
County of Greenville.) Renunciation of Dower.

I, J.H. Salmon, N.P. do certify unto all whom it may concern that Mrs. Mary Louisa Smith wife of the within named W.H. Smith did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Mrs. Josie O. Brooks, & her heirs and assigns, all her interest, and estate and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under hand and seal, this 15th,
day of April A.D. 1918.

Mary Louisa Smith.

J.H. Salmon. -
Notary Public Fulton County
Georgia.

Recorded April 17th, 1918.