

State of South Carolina,

County of Greenville.

Whereas, Fannie Westmoreland and Mills Hunter, both of the State and County aforesaid, have made and entered into an agreement under the terms of which the said Mills Hunter obligated himself and his heirs to give to the said Fannie Westmoreland a comfortable home and to support and care for her in a good substantial manner, including all reasonable bills, medical and otherwise; and the said Fannie Westmoreland did obligate herself in consideration of said service to convey to the said Mills Hunter a certain tract of land situate, lying and being in Butler Township, State and County aforesaid, containing twenty-two acres, more or less, and being the same tract of land conveyed to Aaron Westmoreland by J.P. Poole, the deed for same to the said Mills Hunter having been duly executed but not recorded; and

Whereas, the said Mills Hunter has been supporting and caring for the said Fannie Westmoreland since the 14th, day of September 1916 in conformity to said agreement; Now, Therefore, this memorandum of agreement between the said parties.

W-I-T-N-E-S-S-E-T-H:

That the former agreement as set forth above is hereby ratified and confirmed. That the said Mills-Hunter agrees to care for and support the said Fannie Westmoreland during the balance of her life, as above set forth, hereby binding his heirs to the faithful performance of his part of said agreement. That the said Fannie Westmoreland hereby agrees to accept the care and support of the said Mills Hunter and hereby authorizes him to enter of record the deed above mentioned at such time after her death as the said Mills Hunter may desire; provided, of course, that the said Mills Hunter (or his heirs) has faithfully carried out his obligations under said agreement. It is also understood and agreed that the said Mills Hunter together with Alick Tolbert are hereby appointed my Legal Beneficiaries under a Certificate or Policy issued by the Working Benevolent State Grand Lodge of South Carolina, numbered 1503, for One hundred dollars and that they shall use the proceeds thereof for the payment of my funeral expenses and the erection of a suitable monument over my grave. If, however, for any reason the said Legal Beneficiaries are unable to collect the said sum, then the funeral expenses and the cost of the monument shall be borne by the said Mills Hunter.

It is distinctly understood that the validity of the title to said tract of land in the said Mills-Hunter shall be dependent upon his faithful performance of the agreement and that the said Fannie-Westmoreland shall not by any act of hers prevent the said Mills Hunter from said performance. In witness whereof, the parties hereto have signed and sealed this agreement this 5th, day of

August, 1918.

In presence of:
T.H. Childers,
Paul H. Houston.

South Carolina,
Greenville County.

Personally appeared before me T.H. Childers and upon oath says that he saw the above named Mills Hunter and Fannie Westmoreland sign and seal the foregoing Agreement for the uses and purposes therein mentioned and that he with Paul H. Houston witnessed the execution thereof. Sworn to before me this 5th,

day of Aug. 1918.
Henry P. McGee (Seal)
Notary Public, S.C.

her
Fannie X Westmoreland (Seal)
mark

Mills Hunter, (Seal)

T.M. Childers

Recorded August 5th, 1918.

State of South Carolina,

Lessee.

County of Greenville.

This Indenture, between H.M. Hester the Lessor and W.H. Dempsey, the Lessee, Witnesseth:
That the Lessor agrees to lease to the Lessee the tract of land situate in said County, containing Fourteen 15/100 (14-15/100) acres, known as the H.M. Hester tract bought of Trustees of W.H. Irvine Bankrupt Estate about 1/2 mile from City limits of City of Greenville on Boundes Mill Road. Place in Butler Township, Greenville County for agricultural purposes.

To Hold the same to the Lessee from the first day of August 1918 to the thirty-first day of December 1918. And the lessee on his part agrees to pay to the Lessor as rent for the same One hundred and fifty no/100 (\$150.00) Dollars payable (\$30.00) thirty no/100 dollars per month on last day of each succeeding month, at H.M. Hester office at Greenville, S.C.

And it is agreed to secure payment of said rent the lessor shall have an agricultural lien on the crop produced on said land during the year, and all remedies to enforce the same, as provided by law, and that Lessee shall keep up the terraces and hill-side ditches.

The Lessee agrees to take good care of the premises, and to deliver possession of same at expiration of lease without further notice, and to use only refused or dead timber for domestic purposes. This agreement to bind the parties, their heirs, executors and administrators.

Witness our hands and seals

this 5, day of August 1918.

Witness:

James R. Bates,

H.M. Hester (L.S.)

J.D. Lanford.

W.H. Dempsey, (L.S.)

The State of South Carolina,
Greenville County.

Personally appeared before me James R. Bates who on oath says that he saw the above named H.M. Hester and W.H. Dempsey sign and execute the above lease for the uses and purposes therein set forth.

Sworn to before me this 5th,
day of Aug. A.D. 1918.

James R. Bates

J.D. Lanford (L.S.)

Notary Public for S.C.

Recorded August 5th, 1918.