

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

This agreement made this the 20th day of January, 1940, as of date January 1st, 1940 by and between Mrs. Lydie H. Shanklin, party of the first part; and J. G. Hayes, of the second part, sets forth:

That the first party, for and in consideration of the agreements and stipulations hereinafter specified to be performed by the second party, hereby lease, let and rent to the said second party for a period of five years beginning with January 1, 1940, and ending December 31st, 1945, that certain plantation or tract of land, with all fruit trees and other productive sources thereon and the use of all buildings and or equipment formerly belonging to the said E. H. Shanklin, and now belonging to his estate, situate in School District 9-H, Chick Springs Township, said County and State, containing sixty-seven (67) acres, more or less, and adjoining lands of Few, J. V. Smith Estate; Groce, the Old Miller Place and others, and on which tract is situate an apple orchard.

The said second party accepts the leasing and letting to him of the said premises, etc., and agrees to pay therefor annual rental of two hundred dollars, payable on or before the 31st day of December of each year during the life of this agreement or the life of any extension hereof; to take all reasonable and proper care of the said premises and fruit trees, and not to permit or commit any waste of any of the resources of the said property, and to surrender possession of the same at the expiration hereof in the same condition as when received by him, ordinary and reasonable and proper use, wear and tear and deterioration thereof excepted.

It is understood that the said second party is hereby granted and given the option of extending this lease and contract for an additional period of five year from the expiration hereof, upon his giving a reasonable notice of not less than sixty days before the expiration of the five year period herein, of such intention and desire to so renew. The failure of the said second party to pay any annual rental herein specified at the time stated will at once end and terminate his rights, hereunder, and the first parties shall then be at liberty to repossess the said premises and lease to others. Any renewal or extension of this agreement shall be upon the same terms and conditions as herein specified, that is, \$200.00 annual rental.

Witness our hands and seals this the 20th day of January, A. D. 1940.

Signed, sealed, delivered

in the presence of:

Laurens I. James

Mrs. John Ratterree

Mrs. Lidie H. Shanklin (L. S.)

J. G. Hayes, (L. S.)

State of South Carolina,
County of Greenville.

Personally appeared Mrs. John Ratterree and made oath that he was present and saw the within named Mrs. Lydie H. Shanklin and J. G. Hayes, each, sign, seal and deliver in duplicate the foregoing agreement and Lease for the uses and purposes stated; and that deponent, with Laurens I. James witnessed the execution thereof.

Sworn to before me this the

20th day of January, A. D. 1940.

Laurens I. James

Mrs. John Ratterree

Notary Public for S. C.

S. C. Stamps \$0.40

Recorded February 9, 1940 at 3:33 P. M. #1764 BY: E. G.