

(Rent Agreement)

State of South Carolina,

Greenville County. - - - B.F. Martin to R.M. Baker. - - -

This Agreement between B.F. Martin, Lendlord, of the first part, and R.M. Baker, tenant of the second part, is as follows:

- (1) Said Martin rents to said Baker for three years, beginning January 1, 1919, his McBrayer place and Walker Place, lying together near Greenville, South Carolina, and being the land conveyed to said Martin as the McBrayer place, except ten and one-half acres, more or less, conveyed away by him, as appears by recorded deeds, and being all of the said Walker tract, the two tracts now aggregating One hundred seventy-seven acres, more or less.
- (2) The said Baker agrees to pay and the said Martin to accept as rent therefor for the year 1919, fifty bales of good middling lint cotton and twenty-five tons of Good cotton seed, payable November 1, 1919; for the year 1920, fifty bales of good middling lint cotton and twenty-five tons of good cotton seed, payable November 1, 1920; for the year 1921, sixty bales of good middling lint cotton and twenty-five tons of good cotton seed, payable November 1, 1921; all cotton to be five hundred pounds to the bale and to be delivered at any place or warehouse to be designated by the said Martin, and the seed to be housed and cared for by the said Baker until the said Martin is ready to sell them and to be delivered by the said Baker for the said Martin when so sold.
- (3) The said Martin further and separately agrees that he will give to the said Baker a two year option on said land if he rents it for the two years succeeding the expiration of this agreement, terms to be such as the said Martin would make to any other person renting same for said two years, and conditioned upon satisfactory management and caring for the said farms for the ensuing three years.
- (4) The said Martin sells to the said Baker eight good mules for the sum of Twenty-two hundred dollars; and all farm tools on said farm, belonging to him, including one manure spreader, one stalk cutter, one disk harrow, one two-horse wagon, one Ledbetter cotton planter, one top harrow, one weeder, plow stocks, hoes, pitchforks and harness, for the sum of Four hundred dollars; payment to be secured by mortgage on same and a mortgage on thirty bales of cotton and the seed therefrom, interest at eight per cent.
- (5) Said Baker is to pay for fifteen hundred tons of stable manure (and any additional tons that may be delivered up to sixteen hundred tons within the next four months) at three and 10/100 dollars per ton, fifteen hundred dollars thereof to be paid November 1, 1919, one-half the balance November 1, 1920, and the balance November 1, 1921, to be secured by mortgage of tenant's crop during the years named, interest at eight per cent per annum. Said Martin not to be responsible if Powell Company fails to furnish full 1500 tons of manure.
- (6) The said Martin furnishes the said Baker the corn and fodder now on the place, and the seed oats already bought for the place, for use during the current year to make a crop, and the said Baker agrees to return in lieu thereof, at the end of the third year, (or at the end of first or second year if contract should be terminated) Four hundred bushels of corn and four thousand bundles of fodder, to be raised on said farms.

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- (7) The said Martin agrees to furnish at the market price and the said Baker agrees to use fertilizers equivalent in value to one thousand pounds of sixteen per cent acid per acre, fertilizers to be agreed upon, or if they cannot be so agreed upon the said Martin to designate the fertilizers to be used.
- (8) The said Martin agrees to furnish to the said Baker crimson clover seed, or buy clover seed, and the said Baker agrees to sow every year during the three years named one-half of the cultivated land on the said farms in clover, the said Martin to pay for the seed and to furnish any thrashing machinery that may be needed, and the said Baker to harvest and sack the clover seed and deliver same to said Martin, planting seed to be replaced, balance of said seed and proceeds divided one-third to Baker and two-thirds to Martin.
- (9) The said Baker agrees to terrace said place thoroughly, in accordance with understanding between the parties, during the coming spring, and is to keep said place in good repair and deliver it at the end of the lease in as good condition as when he received it.
- (10) And the said Baker agrees that Olin Butler shall have ten acres of cotton and two and one-half acres of corn on the said farms, during the said three years, to farm under the direction of the said Baker in accordance with Butler's contract for last year, the said Baker to receive from Butler one-half of his crop, same to be turned over to the said Martin until his rent is paid, remainder to said Baker.
- (11) Said Martin agrees that if he sells the said farms during the first year of the lease (which he reserves the right to do) he will pay the said Baker one thousand dollars, and if he sells during the second or third years, he will pay the said Baker two thousand dollars, in lieu of his claims on the premises as against the purchaser, - any sale of part of the premises to be made subject to an agreement between the parties that said sums shall be prorated in accordance with the acreage sold. If any part of the land is to be given up during the crop year, there shall be no delay in the transfer of said land to any purchaser, and the parties agree to fix upon any amount of damages that may be justly due to the said Baker for injury to crops.
- (12) Said Martin is to make advances to the said Baker each year not exceeding Five thousand dollars, to be secured by a mortgage on the crop, interest at eight per cent, said mortgage to secure all debts of the said Baker to the said Martin, and said Martin to have the right of ginning and marketing the crop, and have the right to sell same at his discretion, until his rent and other debts are fully paid; and if the said Baker should sell any part of said crops, the proceeds shall be held in trust for the purpose of paying such debts to the said Martin, but the said Baker agrees not to make any such sale, without written authority from the said Martin.
- (13) In case of the death or continued illness of the said R.M. Baker, or in case of his farming or managing said place in an manner unsatisfactory to the said Martin, this contract may be terminated at the end of any year upon thirty days notice from the said Martin to the said Baker.

Witness our hands and seals this 21st, day of January 1919.

In presence of: (Insertions in paragraph five, six, eight)
Anna M. Beaty, (and ten made before signing.)B.F. Martin (Seal)
R.M. Baker, (Seal)

E.M. Blythe.

State of South Carolina, Greenville County.

Personally appeared Anna M. Beaty who being duly sworn says that she saw the within named B.F. Martin and R.M. Baker, sign, seal and deliver the foregoing agreement and that she with E.M. Blythe witnessed the execution thereof.

Sworn to before me this 21, day
of January 1919.E.M. Blythe (Seal)
Notary Public for S.C.

Anna M. Beaty

Recorded January 22nd, 1919.