

State of South Carolina,
County of Greenville.

This agreement made and entered into this the 28th day of August 1919, by and between C. J. & Jas. H. Magan Jr. parties of the first part and J. B. Boiter, Clyde Boiter and Leonard Boiter parties of the second part: witnesseth:

1st. The parties of the first part have rented to the parties of the second part a portion of their farm ~~situated on the Fork Shoals Road~~ ^{located about five miles from Greenville and the parties of the second part have rented said land since the date said farm being bounded on the north by the division road ^{of H. A. Chaudin} running through the farm, said road separating the farm rented Jesse Bishop and the farm rented J. B. Boiter, bounded on the east by the division road and Reddy River, bounded on the south by the old Paper Mill Road and bounded on the west by the Fork Shoals Road said farm rented the parties of the second part containing 70 acres more or less, and being the same farm now rented J. B. Boiter, this lease to begin January 1st 1920 and end Dec. 31st 1924 being a five year lease, said lease subject to the following conditions, stipulations, etc.}

2nd. The Parties of the first part agree to pay for one-third of the fertilizer used on said farm, to pay for whatever amount of manure they desire and to assist the parties of the second part in every way that the parties of the first part deem advisable to their interest to do so.

3rd. The parties of the first part agree to furnish the material and to pay one Carpenter to build one dwelling on this farm, but no out-buildings, wells etc. are to be furnished by the parties of the first part and no other building of whatsoever nature is to be furnished by the parties of the first part unless they deem it advisable to do so; however, the buildings on said farm are to be kept in good condition by the parties of the first part.

4th. The parties of the first part are to give their part of the pea-vine hay to the parties of the second part for feed provided the pea-vines are not left on the ground and turned under.

5th. The Parties of the first part are not to re-

cive any peas, wheat, rye, clover or any other small grain until their part together with the part belonging to the parties of the second part are sufficient to sow the land that is to be sowed then after there is sufficient seed of the above to sow the land to be sowed the parties of the first part are to receive one-third of the above crops.

6th. As rent for this farm the parties of the first part are to receive one-third of all crops grown on said farm with the exception of the crops as outlined in article # 5.

7th. The parties of the second part are to furnish all seed, tools, teams, labor etc. necessary for the cultivation of said farm so sow not less than 20 acres each and every year, said 20 acres to rotate so that in about four years the entire farm will have been sowed, and not the same 20 acres are to be sowed in succession.

8th. The crops to be planted and sown and the parts of the farm to be planted and sown are to be agreed upon by both parties.

9th. The parties of the second part are not to haul from the farm any hay but are to feed the hay to the stock and spread the manure on the land. Also haul all the litter possible and put in the stalls in order to make all the manure possible.

10th. The parties of the second part are to keep the terraces in good condition, repairing all breaks as quickly as possible, to fill up all ditches on the farm, stop all washes of whatsoever nature and under no circumstances plow the land when it is too wet to plow.

11th. The conditions set forth in article # 10 are to be kept in accordance and satisfactory in every way to the parties of the first part and the failure on the part of the parties of the second part to do so is sufficient cause for the parties of the first part to cancel this lease if they, the parties of the first part, deem it to their interest to do so.

12th. The parties of the second part are to furnish two-thirds of all fertilizer used on said farm and are to receive two-thirds of all crops grown on said farm with the exception of the crops as outlined in article # 5.

(Over)