

State of South Carolina
County of Greenville.

These Articles of Agreement made and entered into by and between Jean M. Davis,
Party of the First Part, and Joe Baty, Party of the Second Part, at Greenville, S. C.
this 13th day of February, 1935.

WITNESSETH

First: That the Party of the First Part leases unto the Party of the Second Part
a tract of land containing seventy-five and one-half (75 1/2) acres, more or less, about three
miles east of the Town of Piedmont, Grove Township, Greenville County, South Carolina, fully
described in the deed from E. Inman, Master, to the Party of the First Part, dated December
12, 1932, recorded in the R. M. C. Office for said Greenville County in deed book 169, page
48. This lease for the present year 1935, is for one thousand pounds (1,000) of line cotton
of good quality and staple, to be paid out of the drop grown on said property as rent therefor,
to be paid December, 1, 1935.

Second: That the Party of the Second Part has an option to buy said land on the
following terms, to-wit:

The price is fixed at Sixteen Hundred Fifty Dollars (\$1650.00) with interest at
six per cent from this date, payable annually, on or by December 1, of each year, the first
interest payment to be made December 1, 1935, and Two Hundred Fifty (\$250.00) Dollars on the
principal by December 1, 1935, and the taxes for the year 1935, on said land and premises,
and that if the Party of the Second Part is ready and willing to pay said Two Hundred Fifty
(\$250.00) Dollars, taxes and interest, then the Party of the First Part will allow as a part of
the Two Hundred Fifty Dollars the value on said cotton; rent, so that, instead of the cotton
having been paid to her as rent it will be taken as a payment at its value to make up the Two
Hundred fifty Dollars.

That after the Party of the Second Part shall have complied with the option and paid the said
sums, including taxes and interest and Two Hundred Fifty (\$250.00) Dollars, then the remainder,
Fourteen Hundred (\$1,400.00) Dollars, shall be paid on or by December 1, of each year succeeding, and
said Fourteen Hundred (\$1,400.00) Dollars, and the balance of said amount each year, and that
after the Party of the Second Part shall have paid as much as Seven Hundred (\$700.00) Dollars
on the principal, the interest and the taxes each year, provided the same is paid as provided
in this contract each year, then at that time the Party of the First Part will make a deed to
the said land and premises and take a mortgage for the remaining amount owing on the same terms
which remaining part will be seven Hundred (\$700.00) Dollars; provided, however, that time is
the essence of this contract, and upon the failure of the Party of the Second Part to pay in
any year the said sum of One Hundred (\$100.00) Dollars and the interest and the amount for
taxes on said place on or by November 15, of each year, then the Party of the First Part shall
have the right to retain up to and including One Hundred Fifty (\$150.00) Dollars per year as
rent for said land and premises, and to declare this contract forfeited, and shall have the
right to treat the Party of the Second Part as a tenant holding over contrary to the terms
of the lease, and may eject the Party of the Second Part as a tenant in arrears of rent and
whose lease has expired.

Provided, further, that during any year while this contract is in existence the Party
of the First Part, may, in writing only, waive any forfeiture of the Part of the said payments
but unless so waived in writing, any indulgence by the Party of the First Part to the Party
of the Second Part in making payments shall not be termed a waiver under the strict terms of
this contract.

Provided further that while this contract is in existence that no substitution of
tenants or purchasers hereunder shall be made without the written consent of the Party of the
First Part.

In witness whereof, the said Parties have hereunto set their hands and seals this
day and year above written.

Witnesses: H. K. Townes, Jean M. Davis, Party of the First Part.
Mary Seyle, Joe Baty, Party of the Second Part.

State of South Carolina, County of Greenville.

Personally appeared before me Mary Seyle, who on oath says, that she saw the within
named Jean M. Davis, Party of the First Part, and Joe Baty, Party of the Second Part, sign,
seal and as their act and deed deliver the foregoing written instrument for the uses and
purposes therein stated, and that she with H. K. Townes, witnessed the execution thereof.
Sworn to before me this February, 13, 1935. Mary Seyle.

H. K. Townes, L. S.
Notary Public for S. C.

S. C. Stamps \$0.68

Recorded this the 15th day of May, 1935, at 10:35 A. M.

State of South Carolina, County of Greenville, I, Joe Baty, do hereby assign the within Agreement unto Luther S. Baty, his sole receiver, in the presence of the undersigned, on the 24th day of May, 1941.

8052.

10:12 A.M.

May 24, 1941

Assignment