

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)LEASE

THIS AGREEMENT entered into this 31st. day of December, 1938, by and between J. T. Vaughan, hereinafter referred to as Lessor, and J. M. Durham and Annie May Durham hereinafter referred to as Lessees,

WITNESSETH

In consideration of the payments made and to be made by the Lessees, as hereinafter provided, and the covenants by said Lessees, as hereinafter set forth, the Lessor does hereby lease and demise unto the Lessees,

All that certain piece, parcel or tract of land located on the waters of Brushy Creek, in Butler Township, County and State aforesaid, containing 76 acres, more or less, and being known and designated as the J. T. Vaughan Place.

TO HAVE AND TO HOLD unto the Lessees for and during the term beginning January 1, 1939, and ending at midnight December 31, 1941, for the purpose of conducting and operating a farm thereon.

In consideration of the premises the Lessees do hereby covenant and agree that they will pay unto the Lessor a rental of twelve hundred pounds of lint cotton during each and every year that this lease is in force, said cotton to be delivered to the Lessor not later than the 15th. day of November of each year. In addition thereto said Lessees agree that as further rent of said premises they will annually on the first day of December of each year pay to said Lessor in cash a sum equal to all taxes and assessments levied on said premises during said calendar year.

It is mutually covenanted and agreed:

(1) That the Lessees will cut only such wood as is reasonably necessary for ordinary domestic purposes.

(2) That said Lessees will make such repairs as are necessary during the life of this lease. Any permanent improvements erected by said Lessees to become the property of the Lessor at the termination of said lease.

(3) That said Lessees will manage and operate said farm in a prudent and workman-like manner, doing or causing to be done all things that are reasonably necessary to maintain it in its present state of productivity.

(4) That said Lessees will not assign this lease or sublet the whole or any part of said premises without the written consent of the Lessor.

(5) That should the Lessees fail to pay any installment of rent within thirty days after the same shall become due or fail to perform any of the covenants and agreements herein contained, the Lessor, at his option, may declare the lease terminated and take immediate possession of the premises, collecting the rents up to the retaking of possession.

(6) Should the dwelling or the barn on said farm be destroyed by fire in any year after a crop has been planted said lease shall continue in force in accordance with its terms for the remainder of such calendar year and at the end thereof either party shall have the option of terminating the same.

(7) The Lessor agrees that the Lessees shall have the right and option to purchase the premises covered by this lease at any time during the life hereof for the sum of Thirty-eight Hundred (\$3800.00) Dollars, provided at least One Thousand (\$1,000.00) Dollars of the purchase price is paid in cash and the remainder secured by a purchase money mortgage on the premises payable three years after date, with interest at the rate of 7% per annum payable annually.

IN WITNESS WHEREOF said Lessor and Lessees have hereunto set their hands and seals this day and year first above written.

In the Presence of:

T. J. Garrett
As to Lessor

G. G. Green
As to Lessees.

J. T. Vaughan (LS)

Lessor

J. M. Durham (LS)

Annie Mae Durham (LS)
Lessees.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PERSONALLY appeared before me T. J. Garrett, who, being duly sworn, says that he saw J. T. Vaughan, as Lessor, sign, seal and as his act and deed execute the foregoing written Lease, and that he with G. G. Green witnessed the execution thereof.

SWORN to before me this
20 day of April, 1939.

T. J. Garrett

J. R. Ballentine (LS)
Notary Public for
South Carolina.

S. C. Stamps \$0.12

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PERSONALLY appeared before me T. J. Garrett, who, being duly sworn, says that he saw J. M. Durham and Ann Durham, as Lessees, sign, seal and as their act and deed execute the foregoing written Lease, and that he with G. G. Green witnessed the execution thereof.

SWORN to before me this
22 day of April, 1939.

T. J. Garrett

J. R. Ballentine (LS)
Notary Public for South Carolina.

Recorded June 5, 1939 at 3:52 P. M. By- J/ H.