

City Council of Greenville, S.C.

Deed.

to

Southern Ry Co.

The State of South Carolina.

County of Greenville.

Whereas, the Southern Railway Company and the City Council of Greenville entered into an agreement dated April 19th, 1897, touching the closing of certain streets in the City of Greenville, which said agreement was executed in duplicate, with blue print attached, one copy of which was retained by each party thereto; and

Whereas, it was stipulated as a part of the covenants of the City Council of Greenville that the said City Council would convey and release unto the said Railway Company by good and sufficient deed all the right, title and interest of the City in and to those portions of Washington Street included within the lines of the property of the Railway Company as shown upon the blue prints attached to said agreement, to the end that said portions of said Street as thus located should be closed and appropriated by the Railway Company to its own uses; and

WHEREAS, the said Agreement has been duly confirmed by the said City Council in meeting assembled, and by Ordinance and Resolution adopted November 1st, 1898, the Mayor of said City was authorized to execute in behalf of the City Council a deed of the freehold of said Streets to the said Railway Company, with all the right, title and interest of the said City Council and of the City of Greenville in said portions of said Streets; NOW, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the premises hereof and of the sum of One Dollar in hand paid by the Southern Railway Company to the City Council of Greenville, the receipt whereof is hereby acknowledged, the City Council of Greenville has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto Southern Railway Company the following described portions of Washington Street in the City of Greenville, to wit:

All that portion on the West side of the passenger depot of the said Railway Company, included within the quadrilateral P.Q.R.S. as shown upon the blue print attached to said agreement.

Also all that certain street or portion of street on the east side of said depot indicated by dotted lines and by the words "Present Road to be Closed" near W. T. Shumate's lot and crossing the Railroad near the Tool House as indicated upon said blue print.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining.

To have and to hold all and singular the said premises unto the said Southern Railway Company, its successors and assigns forever.

IN WITNESS WHEREOF, the City Council of Greenville has caused this deed to be signed by the Mayor of said City of Greenville, attested by the City Clerk and Treasurer, with the corporate Seal of said City affixed this 1st day of November 1898 and in the 23rd year of the sovereignty and independence of the United States of America.

Signed, sealed and delivered

THE CITY COUNCIL OF

in the presence of

GREENVILLE, S.C. (SEAL)

Thos. J. Cureton,

By Jas. T. Williams Mayor

F. P. McCarrell,

Attested: W. B. McDaniel

City Clerk and Treasurer

South Carolina.

Greenville County.

Personally appeared before me F. P. McCarrell and makes oath that he saw the within named James T. Williams, as Mayor, sign, seal and as his act and deed deliver the within deed and that he with Thos. J. Cureton witnessed the due execution thereof.

Sworn to before me this

F. P. McCarrell

Nov. 2, 1898.

T. P. Cothran (L.S.).

Notary Pub. S.C.

Recorded for August 2nd, 1904.

James A. Hoyt Lessor

Lease.

to

J. Creighton Jones, Lessee

THE STATE OF SOUTH CAROLINA.

THIS INDENTURE, made and concluded at Greenville, S.C. this 3rd day of November Nineteen hundred and two, by and between James A. Hoyt the Debtor on the first part, and J. Creighton Jones the Lessee on the second part.

WITNESSETH, that the said James A. Hoyt have granted and leased, and by these presents doth grant and lease, unto the said J. Creighton Jones the farm belonging to the said James A. Hoyt on the Enoree river in Butler township, Greenville County, known as the Brockman place and 3 1/2 acres now in cultivation on the Bramlett place with all the appurtenances thereunto belonging:

TO HAVE AND TO HOLD the said premises unto the said J. Creighton Jones his Executors, Administrators and Assigns for the full term of five years commencing on the 1st day of November 1902, and ending on the 31st day of October 1907, yielding and paying at the rate of Sixteen Hundred and Fifty pounds of Lint Cotton, Middling, per annum, payable on the first day of November each year during the term of the lease

AND the said Lessee for and in consideration of the above letten premises, doth covenant and agree to pay to the said Lessor the above stipulated rent, in the manner herein required. And it is further agreed, that unless four months notice, in writing, be given, previous to the expiration of the period herein specified by the Lessor to the Lessee, of his desire to have possession of the premises, or to change the conditions of the Lease after such expiration; or the like notice be given by the Lessee to the Lessor of his intention to vacate the premises after such expiration; then it is hereby agreed that this Lease will be considered as extending and binding in all its provisions for one year after such expiration; and so to continue from year to year, until such notice be given by either party, previous to the expiration of such extended term. But the destruction of the premises by fire, or by any other casualty, shall terminate this agreement. AND it is mutually understood that the Lessee shall make no repairs at the expense of the Lessor, and any alteration or improvements desired by the Lessee at his own cost, shall be done under the written sanction of the Lessor and all such alterations or improvements shall be surrendered to the Lessor on the Lessee's removal. The Lessee shall make good all breakage of glass and all other injuries done to the premises during his tenancy, excepting such as are produced by natural decay and unavoidable accidents.

And it is further stipulated and agreed, by the parties to these presents, that if twelve months shall at any time be in arrears and unpaid the Lessor shall have the right to terminate this lease and it shall be void and of no effect from and after the date of such termination.