

State of South Carolina,  
County of Greenville.

This agreement made and entered on at his the 14th, day of November A.D. 1912, by and between John P. Griffin ( hereinafter referred to as the "Owner"), party of the first part, and A.M.- Scarborough ( hereinafter referred to as the "Lessee"), party of the second part,

W I T N E S S E T H :

That the owner in consideration of the sum of one hundred dollars (\$100.00) to him in hand paid by said lessee, at and before the signing and delivery of these presents ( the receipt whereof is acknowledged), does hereby lease to the said lessee for the term beginning this day and ending on the first day of January, A.D. 1913, ( with the privilege to the said lessee to purchase upon the terms and for the consideration hereinafter stated,) all that certain lot, piece or parcel of land situate, lying and being in the State of South Carolina and County of Greenville, in Chick Springs Township, on the north side of Piney Mountain, adjoining lands of Bettie Walker, Bob Williams, Joseph A. McCulloch, W. W. Burgiss and Pink Smith; the land hereby leased being the same which was devised to the said owner by his father Robert Griffin, by his will on file in the office of Probate Court for the County and State.

And the lessee hereby leases said land for said term upon the conditions herein stated and agrees to surrender to said owner the peaceful possession of said land on the said first day of January A.D. 1913, unless he shall on or before said last mentioned date exercise the purchase option hereinafter granted to him.

And it is agreed by and between the parties that said owner will have said tract of land, at his own cost and expenses surveyed by a reputable surveyor prior to the last day of December A.D. 1912; and that the said lessee shall have at any time within said term the option or privilege to purchase said land at and for the price of One hundred and twenty dollars (\$120.00) per acre for the number of acres which said tract is shown by such survey to contain; said purchase price to be paid in full in cash on or before the first day of January A.D. 1913, without interest. In the event that the said lessee shall exercise said purchase option, then the said sum of One hundred dollars (\$100.00) is to be credited upon the purchase price of said land; but if said lessee shall not exercise said purchase option then the said sum of one hundred dollars (\$100.00) is to be received and retained by said owner as a reasonable rental for said tract of land for the term beginning on this day and commencing on the said first day of January A.D. 1913. If the said lessee shall pay the said purchase price in cash on or before the said first day of January A.D. 1913, the said Owner hereby agrees to convey said tract of land to said lessee or to his heirs or assigns immediately after the payment of said purchase price by good and sufficient fee simple deed, free of all liens and incumbrances whatsoever. And it is further agreed that the said owner is to have and retain the crops on said land raised and gathered during the year 1912.

And it is further mutually agreed by and between said parties that time is of the essence of this contract and that in the event the said lessee shall fail to exercise said purchase option on or before the said first day of January A.D. 1913, the said owner shall have the right to declare this contract immediately terminated and shall be entitled to immediate possession of said premises and that the said lessee shall forfeit his right to exercise said purchase option; and the said lessee hereby waives any notice of such termination and of intention on the part of said owner to take possession of said premises and said lessee hereby agrees in said event to surrender to -

(over)