

Treasurer, on this the fourteenth day of November in the year of our Lord one thousand, nine hundred and twelve and in the one hundred and thirty-seventh year of the independence of the United States of America.

Signed, sealed and delivered

in the presence of:

T.G. Davis,

W.G. McDavid,

State of South Carolina,

County of Greenville.

Personally appeared before me W.G. McDavid and made oath that he saw the within named Mountain City Land and Improvement Company, a corporation, by Frank Hammond, its President, and Alester G. Furman, its Treasurer, sign, seal with its corporate seal, and as the act and deed of said corporation deliver the within written deed, and that he with T.G. Davis witnessed the execution thereof.

Sworn to before me this 28th,

day of Oct. A.D. 1913.

T.G. Davis (Seal)

Notary Public for South Carolina.

Mountain City Land & Improvement Co.

By Frank Hammond, President, and Alester G. Furman, Treasurer.



W.G. McDavid

Recorded for October 31st, 1913.

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(Lease Contract 75 £)

State of South Carolina,

County of Greenville.

Memorandum of Lease Contract between J.J. McSwain and J.L. Watkins entered into this October 31, 1913.

-1-

That this lease is executed pursuant to the provisions contained in a contract executed by the parties hereto on September 15, 1913, duly recorded in R.M.C. office Vol. 22, Page 368, reference to same being hereby craved, and accordingly J.J. McSwain does hereby lease and let unto J.L. Watkins that certain new store building on the Buncombe road, situate on the lot beginning at an iron pin on the Buncombe road at the corner of lot No. 3, and running thence with said Buncombe Road 70 feet to the corner of Hudson Street; and thence with Hudson Street 112 1/2 feet; and thence 70 feet parallel to Buncombe Road to the side line of lot No. 3; and thence along said side line of lot No. 3, 112 1/2 feet to the beginning corner; said lot of land having been conveyed to J.J. McSwain by B.G. McAlister on August 26, 1911, by deed recorded in Vol. 13, page 361, of R.M.C. office, reference to same being hereby craved; and the value of said lot and the store building thereon is hereby fixed at Nineteen hundred & twenty & 97/100 dollars \$1920.97

-II-

That the said J.L. Watkins agrees to hold, use and occupy said property for the period of five years from date hereof, at the monthly rental of \$12.80 dollars, and further the said J.L. Watkins is to have the right at any time within said five years, upon the payment of \$1920.97 dollars, to receive a good, fee-simple title deed from J.J. McSwain, his heirs and assigns; and at the expiration of said five years, if said deed shall not have been made, then the said J.L. Watkins-

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binds himself, his heirs and assigns to pay to J.J. McSwain, his heirs and assigns, to pay to J.J. McSwain, his heirs and assigns, said sum of money herein fixed as the value of said premises, and shall thereupon receive a good, fee-simple deed to same, free from all incumbrance.

-III-

It is further understood and agreed that the terms and provisions of this contract shall not be sublet or assigned by the said J.L. Watkins either voluntarily or involuntarily by any legal proceedings whatever without the written consent of the said J.J. McSwain; and further, if the said J.L. Watkins shall fail to pay the monthly rental herein provided for in two consecutive months, or if the said J.L. Watkins shall become insolvent or become bankrupt, or if the said J.L. Watkins shall abandon his contract herein, or if the said J.L. Watkins shall make any material and substantial alterations or changes in said store building without the previous written consent of the said J.J. McSwain, then in either such case this lease shall immediately cease and become null and void, and such sum of money as shall be equivalent to the monthly rental for the remainder of the period of five years shall immediately become due, and collectible by the said J.J. McSwain as liquidated damages, and he shall have as security therefor all remedies conferred upon him by law as a landlord, and further the security provided by said contract of September 15, 1913, and the same shall immediately be subject to enforcement.

-IV-

In the event of any breach of any of the provisions and stipulations of this lease by the said J.L. Watkins, then the said J.J. McSwain may immediately re-enter and take possession of said premises, and have recourse at law for the enforcement of the contract price for the remainder of the period as is provided in said contract of September 15, 1913; but, on the contrary, if the said J.L. Watkins shall keep and observe the conditions and stipulations of this contract, then he shall have and be protected in the whole and exclusive possession of said premises for said period of five years; and thereafter, upon the payment of said sum of money as the value thereof, shall have and receive such fee-simple title deed, free of all incumbrance; and the conditions, provisions and stipulations of this contract are binding upon both parties hereto, their heirs, executors, administrators and assigns.

Witness:

Jno. L. Watkins,

J.E. Roberts,

J.J. McSwain,

D.D. Davis,

Personally comes D.D. Davis who, upon oath, says that he saw J.J. McSwain and J.L. Watkins sign, seal and execute and deliver the within written contract, and that J.E. Roberts, with deponent witnessed the execution thereof.

Sworn to and subscribed before me

this October 31, 1913.

D.D. Davis

R. F. Watson, (L.S.)

Notary Public for S.C.

Recorded for November 1st, 1913.