

(Lease Contract)

State of South Carolina,
Greenville County.

This Indenture made this the 13th day of August, 1913 between F. Emma Moore and W.S. Moore, hereinafter called the Lessors, which expression shall include their heirs and assigns where the context so requires or admits, of the one part; and P.W. Moore and M.D. Moore, hereinafter called the Lessees, which expression shall include their executors, administrators and assigns, where the context so requires or admits, of the other part;

Witnesseth, That the said lessors do hereby lease and demise unto the said lessees all that plantation or tract of land situate in Fairview Township, County and State aforesaid, containing three hundred and six (306) acres, more or less, being the same tract of land whereon the said lessors now reside, for the term of five years, commencing on the 1st day of January 1914, with the privilege of renewal for a like term of five years, this privilege to extend for like terms successively at the same annual rental, provided the lessees signify their intent and desire so to do in writing at least ninety days prior to the expiration of each term; yielding and paying therefor during the said term the yearly rent of fifteen five hundred (500) pounds middling lint bales of cotton on the first day of December of each year.

It is understood and agreed that the lessors, or either of them, are to occupy the dwelling house and out-houses appurtenant thereto situate on said premises during the life of this lease; they are also to have the free and unobstructed use of such truck or garden patches as they may, in their opinion, desire; the lessees ~~agreeing to pay the rent of fifteen five hundred (500) pounds middling lint bales of cotton on the first day of December of each year.~~ - to care for the horse and milk cow belonging to said lessors, furnishing all necessary feed and attention to them.

And lessees further covenant that they will not at any time during the said term, without the consent of the lessor, cut down or destroy any standing or growing timber or any ornamental trees or shrubs now or hereafter standing or growing on said premises, but will, to the utmost of their power, keep such trees and shrubs in good preservation.

The lessees, however, to have the use of such refuse and dead timber as may be necessary for fuel. And said lessees further covenant to keep and maintain the dwelling house, out-houses, and all other buildings and all things in and about the same, and all fences, ditches, drains, terraces, fixtures, and things upon or about the said farm and lands in good condition and complete repair without any alteration except such as the lessors, or either of them, shall approve of; and neither shall the said lessees commit any waste upon said premises.

And said lessees further covenant that they will cultivate, manure and manage the said farm and lands in a fair and proper manner, according to the most approved course of husbandry, and will not convert into arable land any land now in pasture or meadow without the consent of the lessor.

And the lessees further covenant that they will not assign nor underlet said premises or any part thereof without the previous consent, in writing, of the lessors.

And said lessees do further covenant that they, or either of them, will during the said term pay the said rent at the time and in the manner aforesaid; the lessors, however to pay any and all taxes that may accrue against said lands.

And said lessees further covenant and agree that at the expiration, or sooner determination of the said term, to deliver up to the said lessors the said premises, and all new fixtures and additions-

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The Lessees have been duly sworn to before me this 12th day of Sept. A.D. 1913.

thereto in such good and substantial repair and conditions as aforesaid, and in such state and condition as shall be consistent with the due performance of the several covenants hereinbefore contained.

And it is further understood and agreed between the parties hereto in consideration of the premises hereof, and the further consideration of \$10.00 paid to said lessors by said lessees that the said lessees shall at the death of both of said lessors, and not before, have the exclusive right and privilege to purchase from the executor of the said F. Emma Moore, one of the lessors herein, the fee in said lands, together with all the tenements, appurtenances and hereditaments pertaining thereto at the price of forty dollars (\$40.00) per acre. This option, however, to be exercised by said lessees within ninety days after the death of the surviving lessor.

Together with all the rights, easements, and appurtenances to the said premises belonging, except what is hereinbefore reserved and set apart unto said lessors.

To have and to hold the premises hereby demised unto the lessees aforesaid from the first day of January 1914, for the term of five years.

In witness whereof, the parties have hereunto set their hands and seals, in duplicate the day and year first above written.

C.A. Moore,
H.M. Moore.

Wm.S. Moore,
F.Emma Moore,

Jno.J. Pruet,
Martin Wesley.

M.D. Moore,
P.W. Moore.

State of South Carolina,
County of Greenville.

Personally appeared before me H.M. Moore and made oath that he saw the within named F.Emma Moore, W.S. Moore and M.D. Moore sign, seal and as their act and deed deliver the within written Lease, and that he with C.A. Moore witnessed the execution thereof.

Sworn to before me this 12,
day of Sept. A.D. 1913.

H.M. Moore

Jas.M. Richardson (Seal)
Notary Public for South Carolina.

State of Alabama,
County of Clay.

Personally appeared before me Jno.J. Pruet and made oath that he saw the within named P.W. Moore sign, seal and as his act and deed deliver the within written Lease, and that he, with Martin Wesley witnessed the execution thereof.

Sworn to before me this the 30th,
day of Sept. A.D. 1913.

Jno. J. Pruet.

A.T. Smith (Seal)
Notary Public for Clay Co. Ala.

Recorded September 12th, 1917.