

said premises to the said Heyward, his heirs or assigns, leaving the same in as good condition as when they received the same.

And the said Heyward hereby covenants for himself, his heirs and assigns, that the said Smith & Hudson shall (on paying the said rent when due as herein before specified) peaceably have hold and enjoy the said premises for the term aforesaid, and the said Heyward further agrees to put the following repairs on said building to wit: - cover the shed over the sidewalk with shingles, whitewash the interior walls of the store room, re-paint the store front, counters, shelves and frames of sliding window sashes and repair the flooring &c. at front doors of store, lock of the back hall door, and back gates, and to do such work as may be necessary to keep the cellar dry if water should rise therein.

And it is further hereby agreed that if any of said monthly payments shall be due and unpaid or if default shall be made in any of the covenants herein contained, then the whole of the unpaid rent for said term shall forthwith become due and collectable, and it shall be lawful thereupon for the said Heyward his heirs or assigns to levy upon and sell any goods of the said Smith & Hudson, and to sell the same after five days notice applying the proceeds thereof to the payment of said rent and the costs and expenses incident upon the collection of the same for which purpose the said Heyward his heirs or assigns are hereby granted a lien prior to any other lien upon all goods placed on said premises by the said Smith & Hudson; and in such case the said Heyward his heirs or assigns may re-enter upon said premises and remove all persons therefrom.

In witness whereof the said parties have hereunto set their hands and seals the day and year above written.

In presence of
Frank Nichols
B. B. Wood

Julius H. Heyward
Austin Hudson
R. A. Smith
Smith & Hudson

Personally appeared Frank Nichols who upon being sworn says that he saw the above named Julius H. Heyward, Robert A. Smith and Austin Hudson sign seal and as their act and deed deliver the above written instrument for the uses and purposes therein set forth and that he, with B. B. Wood witnessed the execution thereof.

Sworn to and subscribed, before me this 21st day of August A.D. 1897.

F. E. Nichols }
Notary Public for S.C. } Frank Nichols,

Rec. 21st Aug. 1897.

The State of South Carolina 159

Know all men by these Presents, That I Thos Lockwood Threaston of the County of Greenville in the State aforesaid for and in consideration of the sum of Five Hundred and sixty six & 66/100 Dollars in hand paid at and before the sealing of these presents by W. H. Barton (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said, W. H. Barton, all that certain piece parcel or tract of land situate lying and being the western part of Greenville township on the Cox Bridge, White Horse and Bend bridge roads, and on the north side of the Southern Railroad, and having the following metes and bounds: Beginning at stake s. r. n. m. middle of Bend bridge road, on north side of Southern R. R. thence N. 88 1/2 E. 5.25 to plat 34.0 m. in Road near bridge, thence N. 1/2 E. 8.50 to plat 34.0 m. thence N. 60 1/2 E. 4.25 to Red oak s. r. n. m. Cox Bridge road, thence along said road, 6.60 to Sycamore s. r. s. r. n. m. thence S. 53 1/2 W. 13.07 to Cherry trees s. r. s. r. n. m. thence S. 54 1/2 E. 10.07 to the beginning point, and bounded by Old Bend Bridge road on South, White Horse Road on the East, the Cox Bridge Road on the north and on the west by lands of Threaston, all of which will more fully appear by reference to plat of Greenville S. C. of date Aug. 20th 1897 and containing eleven and 33/100 acres.

Witness my hand and seal at Greenville S. C. this 21st day of August 1897.