State of South Carolina, (AGREEMENT)

County of Greenville,

Article of agreement made and entered into between Aurelia T. Munn, party of the first part, hereinafter known as lessor, and H.B. McCurry, party of the second part, hereinafter known as lessee, at Greenville S.C. this 15th., day of September, A.D. 1905,

WITNESSETH:

that the party of the first part, the lessor, leases unto the party of the second part lessee during the period of one year from the date of this agreement, that is to say, April17th., 1906 a certain lot or parcel of land, situated in the County and state aforesaid, said lot known as lot # 15, of the Morgan Hill subdivision, formerly owned by W.E. Hinton, and conveyed to me by W.E. Hinton.

the consideration of this lease is that the lessee shall pay to the lessor on or by the 15th., day of September, A.D 1906, ( one year from date ) the sum of six and 40/100,- ($ 6.40 ) dollars as rent for said premises, and the lessor further agrees that the lessee shall have a good and sufficient warranty title in Fee Simple for the said lot upon his paying the lessor the additional sum of eighty (80.00) dollars on or by the 15th day of September , A.D. 1905. further upon the payment by the party of the second part, lessee, whatever taxes shall become due during the time upon said property.

this agreement is intended to give the party of the second part the right or OPTION to purchase said lot from the period of one year, upon the payment of the said sum of $6.40 as rent, and upon the further payment of the sum of eighty ($80.00) dollars, and the taxes.

Time is of the essence of this agreement, and should the party of the second part fail to pay said sum, or sums of money, on or by the said 15th., day of September, 1906 ( being one year from the date of this contract ) then this agreement to convey upon performance herein named, shall be discharged, and the party of the second part shall have no right , title or interest in said land, and shall have no right to acquire a deed to the same, but shall be treated as a tenant holding over, after the expiration of the said lease, and the party of the first part shall be entitled to come in possession of the said land upon the failure of the party of the second part to perform the terms and conditions of this agreement after five days notice in writing.

IN WITNESS WHEREOF: we have hereunto set our hands and seals this 15th., day of September, A.D. 1905.

Aurelia T. Munn (L.S.)

H.B. McCurry (L.S.)

Signed in the presence of :-

H.K. Townes )
) as to Aurelia T. Munn.
M.I. Townes. )

H.K. Townes. )
) as H.B. McCurry.
J.M. Teague. )

Recorded this 19th., day of September , 1905.



State of South Carolina. ( EQUITY TITLE FOR REAL ESTATE )

This indenture, made the second day of December in the year of our Lord one thousand eight hundred and sixty one between William M. Thomas, esquire commissioner of the honorable Court of equity for Greenville District, at Greenville Court House, in the said State, of the one part, and Lemuel Crain of the other part: WHWREAS; Jasper J. Prince Executor of the last Will and testament of Henry B. Prince, and other on or about the fourth day of October in the year of our Lord one thousand eight hundred and sixty nine exhibited their Bill of Complaint in the Court of Equity ,at Greenville Court House in the said State, against Arthur Banett and others for the partition of the land of the Estate of Reuben Banett Deceased.

and the cause, being at issue before the Honorable Court, came on to be heard at July Term, in the year of our L o r d one thousand eight hundred and Sixty-one when the said Court, after full hearing thereof and mature deliberation in the premises, did Order, Adjudge, and decree, that the said land should be sold at public auction, by the commissioner of the said Court, on the terms and for the purpose mentioned in their Decretal Order, as by reference thereto in the Registry of the said Court, will appear; and the said William M. Thomas, as commissioner of the said Court, after having duly advertised the said land for sale, by Public Outcry, on the Second of December in the year of our Lord one thousand eight hundred and sixty-one did then, openly and publicly, and according to the custom of auctions, sell and dispose of the said land below described, unto the said Lemuel Crain for three hundred and twenty-five dollars being, at that price, thehighest bidder for the same.

NOW THEREFORE, this indenture witnesseth, that the said William M. Thomas, as commissioner of the said Court, under and by virtue, of the said decree, and in consideration of the sum of three paid him by the (said Lemuel Crain the receipt whereof is hereby acknowledged, hath Granted, Bargained, Sold and Released, and by these presents doth Grant Bargain, Sell and release unto the said Lemuel Crain and his Heirs and Assigns, all that tract or parcel of land situated lying and being in Greenville district in the State of South Carolina on branch waters of South Tyger River containing seventy- four, three fourth acres, adjoining lands of George Dill, lot # 1, lot # 4 ,David Cannons, and bounded as follows commencing at a stone 3 xn by a post-oak 30x 3n, N.3 3/4 E. by A poplar 33 n 28.00 to a white-oak 3x 3x 3x 3xn; N. 85 W. 34.60 pine 3. 3n stooping P.O. 3.3 N.red oak 3x O & 3 x N S.30 E.00.30 stone 3 x on S. 10.00 Post-oak 3X O & 3 X N, S. 62 W. 5.45 to a stone 3x n; S. 73 3/4 E.33.65 to the beginning corner.

together with all and singular the hereditaments, rights members and appurtenances whatsoever, to the said land belonging or in any wise appertaining; and the Reversion and Remainders, Rents Issues and Profits thereof; and also all the Estate, Right title Interest, Dower, Possession, property,benefit, claim and demand whatsoever, both at law and Equity, of the heirs and representatives of the said Reuben Banett Deceased, and of the parties to their suit, and of all other persons rightfully claiming, or to claim the same, or any part thereof, by, from, or under them, or either of them, to have and to hold the said land with its hereditaments, privileges, and appurtenances, unto the said Lemuel Crain and his heirs and assigns, to his and their only proper use, benefit, and behoof forever.

in witness whereof the said William M. Thomas as commissioner of the said Court under and by virtue of the said decree, hath hereunto set his hand and the seal of the Court, on the day and year first above written.

Signed Sealed and delivered in the presence of :

Robert McKay.
John Reardon.

William M. Thomas, C.E.G.D.
(Court Seal )

State of South Carolina
county of greenville,

personally appear before me Samuel Stradley and M.G. Batson, who being duly sworn depose and say that they knew John Reardon well and scarved in the same regiment with him during the Civil-War; that he was private secretary to Col. McCulleugh, of that regiment, and deponents have very often seen him sign his name as well as write dives other matters that deponents have carefully examined the signature of John Rearden as a witness to the annexed deed they recognize it as the genuine signature of said John Rearden and are confident that it is such.

Sworn to before me this September 21st, 1905.

L.O. Patterson (Seal )
Not. Pub. S.C.

Samuel Stradley,
M.G. Batson.

State of South Carolina, Greenville County.

Personally appeared before me T.Q. Donaldson, who being duly sworn deposes and say that he is well acquainted with the hand-writing of the Late William M. Thomas, formerly commissioner in Equity for Greenville Distric, and the late Robert McKay, having frequently saw them sign their names as well as write divers other matters that deponent has carefully examined the signature of William M. Thomas, as commissioner in Equity to the annexed deed, and the signature Robert McKay as a witness to the same, that he recognizes such signatures as genuine and is confident that they are so.

Sworn to before me this 21 st., day of September ,A.D. 1905

L.O. Patterson (L.S. )
Not. Public for S.C.

T.Q. Donaldson.

Recorded this 21st., day of September, 1905.