

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

LEASE

WHEREAS, W. S. Bradley is the owner of certain land situate near Paris Station, in Greenville County, State of South Carolina, upon which there is located a sidetrack as shown by map prepared by the Southern Railroad Company, dated February 8, 1932; and

Whereas, Hattie M. Tansill is purchasing certain property on the Southern side of the Southern Railway and West of the property of W. S. Bradley, and desires to acquire the use of a certain sidetrack, a portion of which is located upon the property of W. S. Bradley,

NOW, THEREFORE, I, W. S. Bradley, for and in consideration of the sum of One Dollar (\$1.00) to me in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain and lease unto the said Hattie M. Tansill, her heirs and assigns, the right and privilege to use the sidetrack now located on the Southern side of the Southern Railway, as shown on the map hereinabove referred to, subject to the following terms and conditions:

(1) The section of the sidetrack beginning at a point in the Western boundary of the W. S. Bradley property and extending Eastward a distance of approximately 600 feet to the property line of Zinn Beck Bat Company, is to be maintained wholly at the expense of Hattie M. Tansill until such time as W. S. Bradley shall either sell, use, occupy or lease his warehouses.

(2) The section of the said sidetrack beginning with the western boundary of the Zinn Beck Bat Company property and crossing over to the main line of the Southern Railway a distance of approximately 350 feet is to be maintained to the extent of 50% of the cost by Hattie M. Tansill (the other 50%) of the cost of the maintenance of this section of the sidetrack is being borne by Zinn Beck Bat Company under the terms of a separate contract.)

(3) It is agreed that if and when W. S. Bradley shall either sell, use, occupy or lease the warehouses located upon his property that thereafter Hattie M. Tansill shall pay one-half of the cost of the maintenance of Section (1) of the sidetrack and one-third of the cost of the maintenance of Section (2) of the sidetrack.

(4) It is further mutually understood and agreed that in the event the said Hattie M. Tansill, her heirs or assigns, should for a period of ninety (90) days after written notice fail and neglect to properly maintain said sidetrack, or shall fail to pay her proportionate share of the maintenance of the sections of the sidetrack as provided in Paragraph 3 above, for a like period, this privilege, contract or lease shall become null and void, and the said Hattie M. Tansill, her heirs and assigns, shall thereafter have no rights to the use of said sidetrack.

In consideration of the covenants and agreements on the part of the Lessor, the Lessee hereby accepts this lease, and agrees to perform all obligations on her part to be performed, according to its terms and conditions.

In witness whereof, the parties hereto have hereunto set their hands and seals, in duplicate, at Greenville, South Carolina, this the 24th day of October, A. D. 1939.

Signed, sealed, and delivered

in the presence of:

Rebecca Campell

Wilton H. Earle

W. S. Bradley (L. S.)

Lessor

Hattie M. Tansill by (L. S.)

Lessee

Horace A. Tansill-- Atty-in-fact.

State of South Carolina,  
County of Greenville.

Personally appeared before me Rebecca Campell, who, upon oath, says: That she saw the within named W. S. Bradley, as Lessor, and Hattie M. Tansill, as Lessee, sign, seal, and as their act and deed deliver the within written instrument for the uses and purposes therein mentioned, and that she, with Wilton H. Earle, witnessed the execution thereof.

Sworn to and subscribed before me this the 24 day of October, A. D. 1939.

Wilton H. Earle (SEAL)

Rebecca Campell

Notary Public for State of S. C.

No Stamps.

Recorded October 24th, 1939 at 4:20 P. M. #13528 BY: E.G.