

Q. Q. Q.

State of South Carolina.

County of Greenville.

This lease made this 15th day of December 1905, by and between S. G. Bagwell, party of the first part, and J. A. McGee, party of the second part, witnesseth:

That the said party of the first part for and in consideration of the rents, covenants and agreements hereinafter mentioned on the part and behalf of the said party of the second part, his executors, administrators and assigns, to be paid, kept and performed, has and by these presents does release unto the said party of the second part, and his executors, administrators and assigns, all that certain piece, parcel and tract of land, situate, lying and being on the Anderson road in the State and County aforesaid, about two and one half miles from Greenville Court House, containing seventy four (74) acres, more or less, and bounded by lands of W. A. McBrayer, Mrs. J. P. Charles and Mrs. J. W. Thornburg, also all that certain piece, parcel or tract of land, situate, lying and being immediately adjoining the above described tract of land, containing twelve (12) acres, more or less, and being known as the Brooks land, being the same tract of land cultivated by J. A. McGee during the year 1905.

To Have and To Hold the said above mentioned and described premises, with the appurtenances, unto the said party of the second part, his executors, administrators and assigns, from the first day of January 1906, for, during and until the full end and term of December thirty first 1910, thence next ensuing; and fully to be complete and ended.

Yielding and paying therefor unto the said party of the first part, his heirs or assigns, yearly from the first day of January 1906, until the thirty first day of December 1908, the yearly rent of fifteen (15) five hundred (500) pound bales of good middling lint cotton, in annual payments, to wit: on or before the fifteenth day of October in each year, and yielding and paying therefor unto the said party of the first part, his heirs and assigns, yearly, from the first day of December 1910, the yearly rent of eighteen (18) five hundred (500) pounds bales of good middling lint cotton, in annual payments, to wit: on or before the fifteenth day of October in each year.

Provided always, nevertheless, that if the yearly rent above reserved, or any part thereof, shall be behind or unpaid on any day of payment whereon the same ought to be paid as aforesaid; or if default shall be made in any of the covenants herein contained, on the part and behalf of the said party of the second part, his executors, administrators and assigns, to be paid, kept and performed, then and from henceforth it shall and may be lawful for the said party of the first part, his heirs or assigns to re-enter into and upon said demised premises, and every part thereof, and remove all persons therefrom, and to re-possess the same in every particular.

And the said party of the second part, for himself and his heirs, administrators and assigns does covenant and agree, to and with the said party of the first part, his heirs and assigns, by these presents, that the said party of the second part, his executors, administrators and assigns, shall and will yearly, and every year during the said term hereby granted, well and truly pay or caused to be paid, unto the said party of the first part, his heirs or assigns, the said yearly rent above reserved, on the days and in manner limited and prescribed as aforesaid, for the payment thereof, without deduction, fraud or delay, according to the true intent and meaning of these presents, and that the said party of the second part will cultivate and tend said land in a skillful and workmanlike manner, terrace the same and prevent washes, prevent wet ploughing, and rotate the crops on said land from year to year.

It is mutually agreed and understood, by and between the parties hereto, that the lease of the tract of twelve acres, known as the Brooks land, above described, is to be for the full term above set forth, provided it can be secured, from year to year, by the said party of the first part at an annual rental of fifty (\$50.00) Dollars, and in the event it cannot be so secured, and the lease terminate as to that tract, the yearly rental of the said party of the second part shall be reduced One (1) five hundred (500) pound bales of good middling cotton, yearly.

It is also mutually understood that this lease shall be conditioned upon the sale of said above described property, to wit: the seventy four (74) acre tract, and in the event of such sale, provided however, that the said party of the first part shall give the said party of the second part, at least ninety days notice in writing of his intention, previous to the end of any year of said lease, and before the beginning of a new year.

It is also mutually understood and agreed, by and between said parties, that the said party of the second part shall not release or sub-let the aforesaid premises, without the written consent of the said party of the first part.

In witness Whereof, we have hereunto set our hands and seals, in duplicate, the day and year first above written.

In the Presence of,

Oscar K. Mauldin,

L. W. Langston,

State of South Carolina.
County of Greenville.

S. G. Bagwell, (Seal)
Party of the First Part.

J. A. McGee, (Seal)
Party of Second Part.

Personally appeared before me L. W. Langston and made oath that he saw the within named S. G. Bagwell and J. A. McGee sign, seal and as their act and deed, deliver the within written deed, and that he with Oscar K. Mauldin, witnessed the execution thereof.

Sworn to before me this 15th day of December 1905.

Oscar K. Mauldin, (Seal)
N. P. for S.C.

L. W. Langston,