

Q. Q. Q.

State of South Carolina,

This agreement made this 18th day of February, 1907.

between Mr J.M. Harris, party of the first part, and Furman Athletic Association party of the second part WITNESSETH:

That the party of the first part does hereby lease unto the party of the second part for the full term of five years, commencing January 1, 1907 all that certain lot of land situate in the corporate limits of the City of Greenville in the County of Greenville, State aforesaid, containing between ~~four~~ and five acres, bounded by Memminger street Garlington Street, and Calhoun Street ~~and Calhoun Street~~, and lands now occupied by Goldsmith Long, together with the three-room house building situate on said lot of land, at the annual rental of Two hundred Dollars, payable in installments of One hundred Dollars each, on June 1st and December the 1st of each year, during said term, the first payment to be made on June first 1907.

It is agreed that the party of the second part may make such excavations and gradings ^{and may from time to time renew same and improve} as will be necessary to put the said ground in proper condition as an Athletic field, ^{said field} Provided however, that no excavation tending to injure the property as building lots shall be made within fifty feet of Memminger Street; nor shall there be any excavation exceeding one foot in depth be done within twenty-five feet of any of the other Streets

It is further understood that no trees which are around said three-room building or within ten feet of any of the streets shall be cut or injured.

The party of the second part is to have the right and privilege of erecting such fences, grand stands, and other buildings and structures on said lands as may be deemed usefull for its purpose, and shall have the right on the termination of this lease or within sixty days thereafter of removing the same; provided however that this right shall not be exercised so long as there may be any unpaid installments of rent due, and provided further, that in case of default in any payment of installment or rent due, for more than sixty days, the party of the first part shall have the right by ^{his} ~~her~~ agents to enter upon said premises and terminate this lease, and to levy upon said fences, building and other structures, and if the rent be not paid, within ten days thereafter, shall have the right on giving five days notice to sell the same at public auction to the highest bidder, and out of the proceeds of sale ^{he} ~~she~~ shall pay the costs and expenses of enforcing said rents; and shall pay the rents then due and any balance shall be paid over to the party of the second part.

It is further agreed that the party of the second part shall during said term keep the said three-room house in as good repair as it now is, ordinary wear and tear and destruction by fire and storm excepted.

In Testimony whereof the said J.M. Harris has hereunto set his hand and seal, and Furman Athletic Association has caused the same to be signed by its president and Treasurer the year and day first above mentioned.

In the presence of:

H.J. Haynsworth

N.H. Harris

J.M. Harris (Seal)

Furman Athletic Association (Seal)

By Wade Thompson
PresidentW.H. Poore
Treasurer.State of South Carolina
County of Greenville.

Personally appeared before me N.H. Harris who, being duly sworn,