VOL. 33. AGREEMENTS, CONTRACTS, LEASES AND ETC.

(Release)

State of South Carolina,

Greenville County.

Whereas on the 10th, day of Jan. 1916, J.H. Ballenger executed and delivered his note secured by a real estate mortgage covering his entire one-eighth interest in the lands of his Father, the late Tinsley Ballenger, and whereas the said J.H. Ballenger, has sold his interest in two certain lots of said land hereinbelow more fully described, and whereas J.H. Ballenger's grantee, L.M.-Ballenger has sold the said two lots of land to George C. Leonard, now know all men that I H.H.-Humphries, for valuable consideration and desiring the said Geo. C. Leonard to secure an unincumbered title to said land mentioned in the deed of L.M. Ballenger to Geo. C. Leonard, do hereby release from under the lien of the mortgage of the said J.H. Ballenger to me, dated 10th, day of Jan. 1916, said mortgage being recorded in R.M.C. for Greenville County, in Book of Mortgages 35, page 176, the two lots of land known as Lots Nos. One (1) and Six (6), lot number one containing One hundred and nineteen acres, more or less and lot number six containing seventy-eight (78) acres, more or less and for a more particular description of said two lots reference is craved to deed of L.M. Ballenger to Geo. C. Leonard and also plat of the estate lands of Tinsley Ballenger, dated Jan. 15th, 1917, made by W.N. Willis, Civil Engineer, and the Register of Mesne Conveyance is hereby authorized and directed to enter this cancellation upon the record.

In witness whereof I hereunto set my hand and seal this the 1st, day of May, 1917. Witnesses:

L.B. Metcalf, H.E. Chapman.

H.H. Humphrey (Seal)

State of South Carolina,

Spartanburg County.

Personally comes before me L.B. Metcalf and made oath that he saw the within named H.H. Humphrey sign, seal and deliver the within written cancellation of Mortgage and that he with H.E. Chapman duly witnessed the execution of the same.

Sworn to before me this the

1st, day of May 1917

L.B. Metcalf

H.E. Chapman

Notary Public.

(For the Deed to the above Cancellation, see deed book Vol. # 36, at page 244.)

Recorded May 7th, 1917.

(Lease)

State of South Carolina,

County of Greenville.

This agreement made this 1st, day of May A.D. 1917, between Julius H. Heyward, Exor. of the one part and George Kageanis of the other part, Witnesseth:

That the said Heyward Lessor, has leased, and does hereby lease to the said Kageanis lesses the premises known as Number 1020 W. Washington Street, in the City of Greenville, County of Greenville, State aforesaid, for the term of Four years, beginning on the 1st, day of May, A.D. 1917, and ending on the 30, day of April A.D. 1921.

And the said lessee hereby agree, for himself and heirs, to pay for the use of said premises, for said term, the sum of \$1920.00 dollars, as follows, to-wit: Forty & 00/100 Dollars on the 1st, day of May A.D. 1917, and Forty & 00/100 dollars on the 1st day of each succeeding month thereafter until the said sum of \$1920.00 dollars shall have been fully paid; and should any one of said monthly payments or any part thereof, be due and unpaid for the space of five days, then and in such case, the whole unpaid balance of the said \$1920.00 dollars shall forthwith become due, and the lessor, heirs or assigns shall have the right to forthwith collect the same with costs and expenses, by any means provided by law for the collection of rents in arrear, and any personal property found upon said premises shall be, and is hereby made liable for said rent, this agreement being hereby made and constituted a lien upon such property, prior to all other liens except taxes or assessments for public purposes.

And the said lessee further hereby agrees to replace at his own expense, all glass broken on said premises, and to keep the buildings and all parts thereof in good repair and should the said lessee fail, at any time to make said repair when required by the lessor, his heirs, successors or assigns so to do, then and in such case, the said lessor, his heirs, successors or assigns, shall have, and are hereby given the right to enter upon said premises and have said repairs made, and any expense incurred in so doing shall be added to the above stated rent, and shall be collectible as rent, as soon as so incurred.

And the said lessee further agree hereby to make no alterations in, nor additions to, any of the buildings on said premises, without the previous written consent of the lessor, his heirs, successors or assigns; not to sub-rent said premises, or any part thereof, without the previous written consent of the lessor, his heirs, successors or assigns, and to deliver up possession of said premises at the expiration of this lease, to the lessor, his heirs, successors or assigns, in good repair and condition, and without delay.

And it is further hereby agreed that this lease shall not be assigned by the lessee, to any person or persons whomsoever, without the previous written consent of the lessor, his heirs, successors or assigns; that the lessee shall not sell his stock of goods in bulk, without the previous written consent of the lessor, his heirs, successors or assigns; and should the said lessee attempt to assign this lease to any one, or attempt to sell said stock of goods in bulk, without the previous consent of the lessor, his heirs, successors or assigns; or should the lessee fail or refuse at any time to comply with any of the terms of this lease as above set forth, then and in either of such cases, the lessor, his heirs, successors or assigns shall have the right at their option, to declare this lease forfeited, and to forthwith collect any balance of said \$1920.00 -

(over)