

State of South Carolina,  
County of Greenville.

This Indenture made and entered into this 25th, day of September 1918 by and between J.M. Cox and C.W. Cox of the one part, and Jim Jackson, of the other part;

W-I-T-N-E-S-S-E-T-H:

That the parties of the first part have hereby let and rented to the party of the second part, and he has hereby hired and taken from them, for agricultural purposes only, that certain tract of land situate on the Fork Shoals Road, in the County and State aforesaid, being more fully described in deed to the parties of the first part by E. Imman, Master, dated August 29th, 1917; and recorded in Volume 40, at page 38, containing one hundred and five (105) acres, more or less, for a term of one year to commence the 1st, day of January, 1919, and end the 31st, day of December of the same year, provided, however, upon the said Jackson paying the rent herein provided and performing all the other terms and conditions he may, upon the same terms and conditions have said premises from the 1st, day of January 1920, until the 31st, day of December of that year.

For the use and occupation of said premises the said Jackson will pay to the said J.M. and C.W. Cox on or by the 15th day of November, 1919, six bales of good lint cotton weighing five hundred pounds each, and delivered to P.F. Cox or his agent at Greenville, South Carolina.

And Six bales of good lint cotton weighing five hundred pounds each, delivered to P.F. Cox or his agents at Greenville, South Carolina, on or by the 15th, day of November 1920, if he uses and occupies said premises for the year 1920 as hereinabove provided.

It is further understood and agreed as a part hereof that the said Jackson will sow as much as, at least fifteen (15) acres of said land in small grain; that he will build up, put in good repair and so maintain, all terraces and roads in and on said place; that he is not to cut any timber whatsoever without the written consent of one of the parties of the first part; that he is to use for fire wood such timber as is already cut on said place; that any and all repairs to the buildings on said place are to be made and done by the party of the second part at his own cost, the parties of the first part being required only to furnish the material with which such repairs shall be made; that the party of the second part will cultivate said land in a good husband-like manner, and at the expiration of the term aforesaid, will quit and surrender the premises hereby demised in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted.

Upon compliance with all of the terms and conditions herein contained, the said party of the second part may have peaceable and quiet possession of said premises for the period aforesaid, but upon failure to comply, the parties of the first part may re-enter, take possession of the premises and remove all parties therefrom.

If any building or buildings on said premises are injured or destroyed by the carelessness of the party of the second part, his servants, agents or employees, the parties of the first part will not be required to replace the same.

In witness whereof the parties hereto have hereunto, in duplicate set their hands and seals, binding themselves, their heirs and assigns, this the day and year first above written.

In presence of:

W.J. Riddle,

Etta Riddle.

C.W. Cox, (Seal)

J.M. Cox-By C.W. Cox, (Seal)

Jim Jackson. (Seal)

State of South Carolina,  
County of Greenville.

Personally appeared before me Etta Riddle and made oath that she saw the within named C.W. Cox J.M. Cox "by C.W. Cox" and Jim Jackson, sign, seal and as their own act, deliver the within written contract and she with W.J. Riddle witnessed the execution thereof.

Sworn to before me this

4th, day of Feby. A.D. 1919.

W.J. Riddle (L.S.)

Not. Pub. for S.C.

Etta Riddle

Recorded Feby. 15th, 1919.

State of South Carolina,  
County of Greenville. (Deed)

Whereas T.E. Waddell, late of said County and State departed this life on or about the thirteenth day of January A.D. 1901, leaving of full force and effect his last will and testament bearing date July 13, 1899, and admitted to probate by the Probate Court for said County and State on January 28, 1901, and now on file in the office of said Court in Apartment 69, File 17, whereby, after devising to his wife E. Jane Waddell a tract of land containing sixty-five (65) acres, including the home place (which is no part of the land hereinafter described), he devised the remainder of his lands to be divided equally between his three children, D. Hoke Waddell, Randell T. Waddell and Mattie T. Cook; the said will appointing the said Randell T. Waddell and Mattie T. Cook as Executors, and letters testamentary having been issued to them by said Court on the said twenty-eighth day of January 1901;

And whereas, the devisees and legatees under said will proceeded to distribute the estate of the said T.E. Waddell, deceased; and the said Randell T. Waddell and Mattie T. Cook, as executors of said will, executed sundry deeds conveying portions of said land to various persons; said deeds being executed in pursuance of the power supposed by said executors to be vested in them under and by said will, among which deeds was one conveying to the said R.T. Waddell individually a tract of land hereinafter described, which deed bears date January 24, 1901, and is recorded in the office of the Register of Mesne Conveyances for said County and State in deed book 666, at page 729; And whereas, the said R.T. Waddell thereafter conveyed said tract of land to J.A. White by his deed bearing date January 7, 1913, and recorded in the office last above mentioned in deed book 24, at page 33;

And whereas the said J.A. White has already sold a small portion of said tract of land and has agreed to sell the remainder thereof; but upon the examination of the title by the proposed purchaser thereof, some question has been raised as to whether the executors of the said T.E. Waddell, deceased were vested by his will with power to sell and convey any of his lands; Now, therefore, know all men by these presents that we, the said D. Hoke Waddell and Mattie T. Cook in consideration of the premises and for the purpose of clearing the cloud apparently resting upon the title to said tract of land, and in further consideration of the sum of one dollar to each of us in hand paid at and before the sealing and delivery of these presents by the said J.A. White (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released and by these presents do grant, bargain, sell, release and forever quitclaim unto the said J.A. White and his heirs and assigns All the right, title, interest, estate, claim and demand whatsoever, both at law and in equity which we or either of us or any of our heirs, executors, administrators or assigns might now or at any time hereafter have or assert in or to all that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina and County of Greenville on branch waters of Richland Creek of Reedy River, near the Lowndes Hill Road, having the following metes and bounds, to-wit:

Beginning on a rock and running thence N. 19-3/4° W. 7.80 chains to a red oak; thence N. 10-1/2° W. 3.70 chs. to a post oak stump; thence N. 88-1/2° W. 30.00 chs. to a white oak; thence S. 22° E 11.63 chs. to a walnut; thence S. 88° E. 30.90 chs. to the beginning corner; containing thirty-two (32) acres, more or less.

(Over)