Vol. 60-Title to Real Estate.

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State of South Carolina,)

County of Greenville.)

This agreement made this April 15th, A.D. 1920 by and between G.W. Taylor hereinafter designated as Lessor, and Blue Ridge Lumber Company, a corporation under the laws of the State of South Carolina, which is assignee of a certain option signed between G.W. Taylor, Carl H. Talley and O.M. Howard on February 1, 1920; said corporation hereinafter designated as Lessee. Witnesseth:

- 1. That the said Lessor does hereby lease and let unto the Lessee all that lot or parcel of land in Ward One of Greenville City, said State and County, lying between the Southern Railway Right of way and Cook Street, and between Maple and Beech Streets, to be used by lessees, or its assigns as a lumber yard and kindred business in connection with the handling of lumber and buildings supplies unto the said lessee, its assigns and successors for a period of five (5) years from date hereof at a rental of one hundred (\$100) dollars per month, of which the first monthly rental has already been paid, and the same to be hereafter payable monthly.
- the expiration of the first term of five (5) years, at the option of the lessee and its assigns for an additional term of five years, at a rental then to be agreed upon, and if lessor and lessee cannot agree upon the rate of rental, then, the matter shall be referred to a Board of Arbitration consisting of three persons to be chosen, one by lessor, one by the lessee, and the third person shall be selected by the arbitrators chosen by the lessor and lessee, all of whom shall be disinterested persons, and the amount of such rental fixed by said Board of Arbitration shall be binding on all parties, their heirs and assigns.
- 3. Furthermore, it is agreed that at the expiration of the lease, the lessor, or his heirs or assigns, may purchase the buildings, and fixtures and other improvements placed upon the land by the lessee, during the term of such lease; such purchase to be at a price that then may be agreed upon, and in the event of failure to agree, the lessee shall have the right to remove all of such property from said premises.
- 4. Furthermore it is agree that if lessor is required by the circumstances to engage an attorney or institute any proceedings at law to collect the rent, or to eject the lessee, or its assigns from the premises, then, lessee and its assigns shall pay all expenses of such collection or proceeding including a reasonable attorneys' fee.

Witness the hand and seal of G.W. Taylor, Lessor and the Blue Ridge Lumber Company by its

President and Vice President, at Greenville, South Carolina, the year and date first above written.

Witness:

W.M. Walters, J.J. McSwein. G.W. Taylor, (Seal)
Blue Ridge Lumber Company (Seal)
By C.H. Talley, President
And O.M. Howard, Vice-President.

State of South Carolina,
County of Greenville.

Personally appeared before me W.M. Welters who upon oath says that he saw the within named
G.W. Taylor and Blue Ridge Lumber Company, a corporation by C.H. Talley, President and O.M. Howard
Vice-President sign, seel and as their acts and deed deliver the within written lease for the
uses and purposes therein expressed, and that he with J.J. McSwein witnessed the due execution
thereof.
Sworn to before me this 15th,

day of April A.D. 1920. J.J. McSwain (Seal) Notary Public for S.C. W.M. Walters

Recorded April 15th, 1920.

State of South Carolina,

County of Greenville.

This agreement made and entered into this the 18th, day of March 1920 by and between E.E. Kennemore of the one part and Eva Wehn of the other part,

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

That for and in consideration of the terms and conditions and the money paid and to be paid as is hereinafter stated the said Kennemore has bargained and sold and will convey to the said Wehn, as is hereafter stated, all that certain lot of land situate on the East side of Whitner Street, in the City and County of Greenville, South Carolina, and beginning at a point on said Street 362 feet and 9 inches from the property line on Buncombe Street, which point is also the corner of the lot of land conveyed by Ella D. Barr to W.M. Jone, and runs thence along the line of said Jone lot 178 feet, more or less to the line of the Wells lot; thence in a southerly direction along the line of the Wells lot forty-nine feet and nine inches; thence in a westernly direction 177.6 feet, more or less to Whitner Street; thence in a Morthernly direction along Whitner Street 48.9 feet to the beginning corner, being the lot of land conveyed to the said Kennemore by Ella D. Barr, deed not yet recorded.

The purchase price for said lot is \$7750.00 of which the said Wehn has paid fifty dollars, leaving the purchase price for said lot is \$7750.00 of which the said Wehn has paid fifty dollars, leaving a balance of \$7700.00 Dollars. This balance of purchase price is to be paid as follows:

There is a forty-five hundred dollar mortgage on the land, given by the said Barr to Peoples there is a forty-five hundred dollar mortgage on the land, given by the said mortgage debt, according national Bank as Executor, and the said Wehn assumes the payment of said mortgage debt, according to its terms, with the interest that may accrue thereon from the date hereof.

The remainder of the purchase price he is to pay to the said Kennemore, by paying to him one month from the date hereof the sum of \$66.66 and a like sum on each and every 18th, day of the succeeding months thereafter, that is pay that sum each successive month on the principal until said principal is paid in full.

The said Wehn will pay interest on the remainder of the purchase after deducting the mortgage debt, as follows: on all except five hundred dollars, pay interest thereon to the said Kennemore monthly at the rate of seven per cent per annum.

It is further agreed that the said Wehn will pay all taxes and insurance, and all other legal assessments against said property after the year 1919; that she is to have possession of said property from the signing and sealing of these presents and all rents are to be and belong to the said Wehn from this date on all insurance on said property and to be maintained thereon, shall be assigned to the said Kennemore and made payable to him as his interest may appear; that she is to keep said property or the buildings thereon insured in a sum not less than three thousand dollars.

It is further agreed that if at the end of the two years from the date hereof, the said Wehn has performed all of the terms herein and paid all of the sums to be paid, both principal and interest, the said Kennemore will make to her a good and sufficient deed and convey the said interest, the said Kennemore will make to her a good and sufficient deed and convey the said land to her in fee simple free from all encumbrance except such as the said Wehn has herein land to her in fee simple free from all encumbrance except such as the said Wehn has herein assumed, so far as his execution of any such shall be concerned, and such deed shall be delivered upon the said Wehn executing and delivering to the said Kennemore her note or notes for any remainder of the purchase due to be paid to him and secure the same by mortgage of the premises, or pay all of said purchase price remaining unpaid to the said Kennemore.

It is further agreed that if the said Wehn shall fail or refuse to keep and perform any of the terms and conditions herein or shall fail to make any payment of the principal or interest as provided herein, thereupon the said Kennemore may declare this contract at an end and may re-enter and take possession without suit or process, and all money paid up to that time shall be applied as for rent for the use and occupancy to such amount as shall be reasonable, and the remainder, or so much as may be necessary, applied to damage because of such failure or refusal and such damages are hereby agreed to be liquidated.

That time is of the essence of this contract. In witness whereof the parties hereto do in duplicate set their hands and seals this the day and year first above written. Signed, sealed and delivered

in the presence of.

W.S. Barr, B.A. Morgan. E.E. Kennemore (Seal)

Mrs. Eva Wehn (Seal)

State of South Carolina,
County of Greenville.
Personally comes before me W.S. Barr and made oath that he saw the within named E.E. Kennemore
Personally comes before me W.S. Barr and deed deliver the foregoing contract and that he with
and Eva Wehn sign, seal and as their act and deed deliver the foregoing contract and that he with
B.A. Morgan witnessed the execution of the same.
Sworn to and subscribed before me
this the 18th, day of March 1920.

B.A. Morgan (Seal)
Not. Pub. S.C.

Recorded April 15th, 1920.