

State of South Carolina,  
Greenville County.

This Indenture, made between W.L. Gassaway of Greenville, S.C. party of the first part and Warren Shaw (colored) of Greenville, S.C. party of the second part, Witnesseth:

That the party of the first part for and in consideration of the sum of One hundred and no/100 Dollars to him in hand paid this day (the receipt of which is hereby acknowledged) and the further consideration of Eleven hundred and fifty and no/100 Dollars to be paid by the party of the second part in twenty dollars monthly installments, with interest at eight per cent from date, payable annually from date of the signing of this contract, beginning on the fifth day of September 1922, for a period of Fifty seven and one-half months, payable at American Bank & Trust Co., Greenville, S.C. does hereby lease unto the party of the second part, lots of land number - 8 of a plat known as the O.P. Mills, Trustee of the Estate of T.C. Gower, deceased,

situated, lying and being in Ward Five of the City of Greenville, S.C. Being on an Alley eighteen feet wide running in a southerly direction from Gower Street, bounded on the East by said alley, North by lot sold to Fannie Kelly, West by J.H. Dean, and South by W.M. Mathews, Beginning at a stake on Alley at Fannie Kellys corner; thence with her line ninety eight feet, to a stake 3x, on Deans line thence with Deans line sixty feet to a stake 3x, Wm. Mathews corner, now owned by W.L. Gassaway; thence with his line 98 feet to Alley thence along said alley to the beginning corner, said deed being recorded in R.M.C. Vol. 8, page 33 March 14th, 1910.

It is further understood that time, interest and prompt payments is of the essence of this contract, and when one third of all payments and interest on same including ten dollars each year for insurance and taxes on said property are paid then the party of the first part is to make a good fee simple deed to said property, and party of second part is to secure the balance due with mortgage on said property for the remainder of this contract, and should there be any failure to make good as aforesaid then the party of the first part shall reimburse party of the second part with all payments except \$10- per month as rent for said house and lot.

In the event of the non-payment of any of the above mentioned monthly sums for a period of ninety days, and the payment of one dollar to the party of the second part liquidated damages, then this contract shall become null and void; and the party of the first part shall have the right to repossess himself of the said lots immediately.

Privilege is hereby given to the party of the second part to anticipate any or all of the monthly payments, and whenever the whole amount herein stipulated on this lease shall be paid then the party of the first part agrees and does hereby bind himself, his heirs, administrators, executors and assigns to make a good and warranty deed to the property above described in fee simple to the party of the second part. The party of the second part hereby accepts the lease of the above described property upon the terms herein set forth.

In witness whereof the parties hereto have set their hands and seals this the 21st, day of August 1922.

Witness:  
W.L. Gassaway  
Party of the Second part  
J.N. Watkins,  
his  
John X Young  
mark  
Warren Shaw,  
Party of the Second part.

State of South Carolina,  
County of Greenville.  
Personally appeared before me J.N. Watkins, who being duly sworn says that he saw W.L. Gassaway and Warren Shaw sign, seal and as their act and deed deliver the within written instrument and that he with John Young witnessed the execution thereof.  
Sworn to before me this the 22,  
day of Aug. 1922.  
W.D. Workman -  
Notary Public for South Carolina.

J.N. Watkins (L.S.)

Recorded September 1st, 1922.

END OF Doc

State of South Carolina,  
County of Greenville.

whereas, on the 12th, day of April, 1920, by his deed bearing said date and recorded in Book 68 page 136, R.M.C. Office for Greenville County, L.G. Deimling conveyed to W.P. Golightly and M.F. Golightly a certain tract of land on the northeast side of the Spartanburg Road, containing 27.21 acres, and known as Tract #2 on plat of U.S. Realty Auction Company, dated April 5, 1920; and

whereas, on the same day, by his deed bearing the same date and recorded in Book 68, page 133, the same grantor conveyed to J.J. McSwain a certain tract of land on the Southeast side of the Spartanburg Road, containing 2.13 acres, and known as Tract #1 on the plat above referred to; and

whereas, on the same day, W.P. Golightly and J.J. McSwain entered into an agreement, which is recorded in Book 60, page 328, whereby it was agreed that the said J.J. McSwain, his heirs and assigns should have the right to "use the water from the large spring in the grove on the 27.21 acre tract of land known as the 'Old McCarter Place', recently bought by the said W.P. Golightly from L.G. Deimling", reference to which agreement is craved for the full terms and extent thereof; and whereas, for the consideration hereinafter mentioned the said J.J. McSwain has agreed to release to the said W.P. Golightly the rights, privileges and easements granted and conferred by the said agreement:

Now, Therefore, know all men by these presents, that in consideration of the premises and the sum of one dollar to me, the said J.J. McSwain, now paid by the said W.P. Golightly, the receipt whereof is hereby acknowledged, I, the said J.J. McSwain, do hereby release, convey and abandon unto the said W.P. Golightly, his heirs and assigns, all the rights, privileges and easements which were granted and conferred upon me by the aforesaid agreement, recorded in Book 60, page 328, R.M.C. Office for Greenville County, to the end that such rights and privileges in me vested by said agreement shall henceforth cease and determine.

In witness whereof I have hereunto set my hand and seal this 20, day of July, 1922.

In presence of:

Dixon D. Davis,  
Stephen Nettles.

J.J. McSwain (Seal)

State of South Carolina,  
County of Greenville.

Personally appeared before me Dixon D. Davis who on oath says that he saw J.J. McSwain sign, seal and deliver the within deed, and that Stephen Nettles with him was a subscribing witness thereto.

Sworn to before me this 20th,  
day of July, 1922.

Dixon D. Davis

Stephen Nettles (Seal)

Notary Public for S.C.

Recorded September 6th, 1922.

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