

State of South Carolina,

County of Greenville.

Agreement.

This Agreement made and entered into this 5th, day of March, 1923, by and between Pearle G. Dean hereinafter called the Landlord, of the one part, and E.J. Garner, hereinafter called the Tenant, of the other part, Witnesseth:

That for and in consideration of the terms, conditions, moneys to be paid and etc., as is hereinafter stated the said Landlord does hereby let and rent to the said Tenant that certain store-room, constituting the ground floor and up-stairs apartment, and the Warehouse at the back of said store-room, Horse stable, all situate at the Southeast intersection of East North and Pettigru Streets, in the City and County of Greenville, South Carolina, for the term of three years, unless sooner terminated, as hereinafter provided, from the 5th, day of March, 1923, for the use and occupation of said premises the said Tenant does agree to pay, and the said Landlord to receive, the sum of Seventy-five (\$75.00) Dollars as rent therefor, payable at the end of each and every consecutive month; granting to the said Tenant the privilege of renewal or new lease, provided the terms therefor hereafter are agreed upon, and also provided that the said Tenant does thirty days before the expiration of this lease, give to the said Landlord notice, in writing, of his intention and desire to renew this or make a new lease.

It is further agreed by and between the said Landlord and Tenant that no signs or lettering shall be painted on the outside walls of any of the said buildings, provided the said Tenant may paint his business name in the space on said store-room, now used for a like purpose; that said Tenant will make good and be responsible for all glass, bursted or broken pipes and other attachments or accessories, that are broken or caused to be broken by the negligence of himself, members of his family, servants, agents or employees.

It is further agreed that if the said Tenant shall violate any of the provisions herein contained or shall fail to pay the rent when due, or fails in business, becomes bankrupt or the business goes into the hands of a receiver, thereupon and in any of said events the said Landlord may declare this lease ended, and may re-enter and take possession and remove all persons therefrom without suit or process; that this lease shall not be assigned nor the premises sub-let without the written consent of the said Landlord, and in the event the said store-room and apartment premises are destroyed or so injured as to render them unfit for occupancy, thereupon this lease may be ended by either party hereto.

Upon the said Tenant paying the rent when due as aforesaid, and keeping and performing all of the other terms and conditions herein stated, he may have and hold said premises for the term aforesaid and at the end of said term, or upon sooner termination of said lease for any reason herein stated, with the exception of destruction or injury aforesaid, the said Tenant will quit and surrender said premises in as good state and condition as he now finds them, reasonable use, wear and damage by the elements excepted; provided, however, that if said Tenant shall die during the active life of this lease, then and in that event this lease shall cease and terminate, and the premises shall be quit and surrendered to the Landlord, as hereinabove provided, in either termination of this lease.

In witness whereof, the parties hereto do in duplicate set their hands and seals, the day and year first above written.

Signed, sealed and delivered in the presence of: J.J. Brown A.W. Willson.

Pearle G. Dean (Seal)

Edwin J. Garner, (Seal)

State of South Carolina, County of Greenville.

Personally appeared before me A.W. Willson and made oath that he saw the within named Pearle G.-Dean & Edwin J. Garner sign, seal and as their act and deed, deliver the within written Agreement and that he with J.J. Brown witnessed the execution thereof.

Sworn to before me this 5, day of March A.D. 1923. Joe. R. Bryson Notary Public for S.C.

A.W. Willson.

Recorded March 5th, 1923.

END OF Doc

South Carolina,

Greenville County.

Know all men by these presents, That We, Berry Evans, Allen Young, Nathaniel Perkins, Pinck Bolden, Isaac Butler, John Hood, Jas. C. Noah, Jesse E. Stewart and Thos. Butler, all colored, being Trustees or Deacons in the New Forksville Baptist Church, for colored people, in the State and County aforesaid, in consideration of the sum of Four Hundred (400) Dollars, to us in hand paid, by Wilton Scott, Lemuel Huff and L.S. Chasteen, Trustees of the Chandler School District No. 1-E, in Dunklin Township, State and County aforesaid, the receipt whereof, is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Wilton Scott, Lemuel Huff and L.S. Chasteen, Trustees as aforesaid, and their successors, All of that certain piece, parcel or lot of land, containing Four (4) acres, more or less, situated in Dunklin Township, State and County aforesaid, near New Forksville Church, and having the following definite boundary, to-wit:

Beginning at a stake 3X old in the road, north of said Church; thence S. 28-1/4 E. 3.89 stake 3x new; thence S. 67-1/2 W. 6.71 to a stake 3x new, in the southeast edge of the road; thence S. 36-1/2 E. 3.48 stake 3x old; thence N. 69 E. 3.97 stone 3xold; thence N. 73-1/4 E. 3.45 stake 3xold, in the field; thence N. 1 W. 3.27 to a peach tree, 3xold; thence N. 28 W. 4.47 to a dead pine 3xold; thence S. 71-1/2 W. 2.66 to the beginning. Bounded on the two first lines by the Church lot, and on all other sides by J.E. Knight.

The above described lines, embrace One acre which has been conveyed several years ago to the Trustees of said School District, which lot is recorded in Book Y.Y., page 782, in office of R.M.C. for said County.

The above described property is for the use, benefit and occupancy of the colored people in said District for School purposes. Surveyed September 8, 1921 by W.L. Mitchell, Surveyor and C.E. See plat of the same. A portion of the land was conveyed to the Church by F.M. Austin, about the year 1884, and a part of it, by J.E. Knight, in 1894, and a part of it by Mrs. Finie Austin, J.B.-Austin and Mrs. Ethel Austin Scott, in 1912. All deeds said to be recorded.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

To have and to hold all and singular the premises before mentioned, unto the said Wilton Scott, Lemuel Huff and L.S. Chasteen, Trustees and their successors and assigns forever.

And we do hereby bind ourselves, and our successors, to warrant and forever defend all and singular the said premises unto the said Wilton Scott, Lemuel Huff and L.S. Chasteen, and their successors and assigns, against us and our successors and all others lawfully claiming, or to claim the same or any part thereof.

Witness our hands and seals this 12, day of Sept. in the year of our Lord one thousand nine hundred and twenty one and in the one hundred and forty-sixth year of Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in the presence of: David Seaborn, Ernest Shunate. (Stamps 50 cents.)

Berry Evans, Trustee, or Deacon (Seal) Allen Young, Trustee, or Deacon (Seal) Sam Parkins, Trustee, or Deacon (Seal) Pink Bolden, Trustee, or Deacon (Seal) John Hood, Trustee, or Deacon (Seal) Jas. C. Noah, Trustee, or Deacon (Seal) Jesse Stewart, Trustee, or Deacon (Seal) Thomas Butler, Trustee, or Deacon (Seal)

South Carolina, Greenville County.

Personally appeared before me David Seaborn and made oath that he saw the within named Berry Evans, Allen Young, Sam Parkins, Pink Bolden, John Hood, J.C. Noah, Jesse Stewart, and Thomas Butler Trustees or Deacons as aforesaid sign, seal and as their act and deed, deliver the within written deed for the uses and purposes therein mentioned and that he, with Ernest Shunate witnessed the execution thereof.

Sworn to before me this 12, day of September, A.D. 1921. L.T.H. Daniel Notary Public

David Seaborn,



Recorded March 5th, 1923.

END OF Doc

Assignment to this lease see Page 594 in this book.