

Virginia D. Jones

Lease.

to
J.R. Lupo.
State of South Carolina
County of Greenville.

This indenture made 9th. day of January (1904) in the year one thousand nine hundred and four between Virginia F. Jones party of the first part and J.R. Lupo of the second part, both of the County and State aforesaid. Witnesseth:-

That the said party of the first part for and in consideration of the rents, covenants and agreements hereinafter mentioned reserved and contained on the part and behalf of the party of the second part, his executors, administrators and assigns to be paid, kept and performed, has leased, demised and to farm let, and by these presents does lease, demise and to farm let, unto the said party of the second part, his executors, administrators and assigns: All that piece, parcel and tract of land situate lying and being in the county and State aforesaid on Reedy River about four miles from Greenville Court House containing one hundred and sixty seven acres more or less, and adjoins J.E. Farle, Reedy River Milling Co's land and others.

To have and to hold the above mentioned and described premises with the appurtenances unto the said party of the second part, his executors, administrators and assigns from the first day of December one thousand nine hundred and three for and during and for the full term of five years, thence next ensuing and fully to be complete and ended, yielding and paying therefor unto the said party of the first part her heirs, or assigns on or by the 1st. day of December, yearly and every year during the said term hereby granted the yearly rent hereinafter mentioned in yearly payments, to wit:

- December 1st. 1904 \$280.00
- December 1st. 1905 280.00
- December 1st. 1906 280.00
- December 1st. 1907 280.00
- December 1st. 1908 280.00 and for each and every payment above mentioned the

said party of the second part has given his notes equal in amount to the payment of each separate year, making five notes in all, to the payment which the said party of the second party firmly binds himself, his heirs, executors, administrators and assigns, said notes bearing even date with these presents and provide for interest after maturity at the rate of seven per cent per annum, payable annually, and if not so paid to become principal and draw interest at the same rate; also provides for ten per cent attorneys fees. Provided always nevertheless, that if the yearly rent above reserved or any part thereof shall be behind or unpaid on any day of payment whereon the same ought by the terms of this contract to be paid, or if default shall be made in any of the covenants herein contained on the part and behalf of the party of the second part, his heirs, executors, administrators and assigns, to be paid, kept and performed, then and from thence forth it shall and may be lawful for the said party of the first party her heirs and assigns, if she should so desire into and upon the said premises and every part thereof, wholly to re-enter and the same to have again without suit or process and to repossess and enjoy the same as in her first and former estate, anything here-

Handwritten notes in left margin:
I, J. R. Lupo, do hereby certify that the above is a true and correct copy of the original as the same appears in my possession.
J. R. Lupo
Notary Public for South Carolina
1904

inbefore contained to the contrary thereof in any wise notwithstanding. And it is further provided that any and all of the sums hereinbefore expressed are to draw seven per cent interest from maturity, if not paid, until paid. And the party of the second part, for himself and his heirs, executors, administrators and assigns doth covenant and agree to and with the said party of the first part her heirs and assigns by these presents that the said party of the second part his executors, administrators, or assigns, shall and will yearly and every year during the terms hereby granted, well and truly pay, or cause to be paid, unto the said party of the first part her heirs, executors, administrators, or assigns, the said yearly rent above reserved on the days and in the manner, limited and prescribed as aforesaid for the payment thereof without any deduction or delay according to the true intent and meaning of these presents; that the said party of the second party will not, clear any of the wooded land or cut any of the timber on said land (except for fire wood) or sell any of the same without the consent of the party of the first party. That he is to keep up the terraces, preserve the buildings, build up the land and improve the place.

It is further agreed by and between the parties hereto, that if all the yearly rents hereinabove set out and specified are promptly paid at maturity, and all of the other covenants herein strictly complied with on and by the party of the second part, his heirs and assigns and in addition thereto if the party of the second part shall on or by the 1st day of December 1908 pay to the party of the first part her heirs or assigns the sum of Eleven Hundred Dollars over and above all the other sums hereinabove stated to be paid as aforesaid, and shall execute and deliver to the party of the first part her heirs, executors, administrators or assigns, a note or notes in the sum of Twenty five hundred Dollars with interest from that date at the rate of seven per cent per annum, payable annually until paid, and if not so paid to become principal and draw interest at the same rate and also providing for ten per cent attorneys fees, said note or notes to be so drawn that the whole of said sum shall be due and payable in five annual installments, together with a mortgage on said premises securing said note or notes and the condition therein contained then the party of the first part shall execute and deliver to him a lawful deed to and for the aforesaid described premises except the grave yard and right of ingress and egress mentioned in the deed to me, conveying said premises to the party of the second part, his heirs and assigns without additional payments other than the expenses of said conveyance and notes and mortgage, and recording of same. But in case the party of the second part shall fail to comply with the terms of this indenture or any part or parts thereof, then upon demand made of him by the party of the first part, he shall peaceably and quietly leave, surrender and yield up unto the said party of the first part, her heirs, or assigns all and singular the said demised premises. It is further agreed that this lease shall not be assigned or the premises sub-let without the consent of the party of the first part, her heirs, executors, administrators or assigns. And the party of the first party for herself, her heirs and assigns, doth covenant and agree by these presents with the said party of the second part, his executors, administrators and assigns paying the said yearly rent above reserved and performing every other condition and term hereinafter stipulated, shall and may peaceably and quietly hold and enjoy the said premises for the term of years hereinbefore specified.

In witness whereof the parties hereto have hereunto inter-changably set their hands and seals the day and year above mentioned. Executed in duplicate.
Signed, sealed and delivered in the presence of) Virginia D. Jones (SEAL).
S. P. Dean J. R. Lupo (SEAL).
B. A. Morgan. (over)

Handwritten initials: V. D. Jones