

and regress for himself, his heirs and assigns and his or their agents and servants, together with his or their tools, wagons, horses, machinery and all things else which he or they may require for mining operations on the said lands or for the purpose of digging, mining, purifying, concentrating, converting and removing any or all mineral substances in, upon or under the said lands, and the full and exclusive right to carry on any or all of the aforesaid operations on said lands; also the free use of all water, the right to make ditches, dams and reservoirs, and to lay water pipes or conduits, to construct, erect and maintain upon the said lands or to remove from the same such shops, buildings, machinery and appurtenances as may be necessary or desirable in the prosecution of said work, or of preparing for the market by mechanical or chemical processes or otherwise any of the mineral products found on the said lands or elsewhere and the right so to prepare on said lands the mineral products aforesaid; and the right to construct such roads as he or they may find desirable upon or across said lands and the free and undisturbed control of so much of the said lands as may be necessary, for the proper conduct of the operations aforesaid, And the parties of the first part for themselves, their heirs, executors, administrators and assigns, hereby release the said party of the second part, his heirs, executors, administrators and assigns, from all claims for damage to the said lands caused by any of the operations aforesaid.

The parties of the first part shall have the right to locate the roads above mentioned. It is also understood that party of second part shall not disturb or destroy any fences, houses or crops on the within mentioned lands.

And, the said party of the second part, in consideration of the rights herein granted and of the sum of One Dollar to him in hand paid by the said part-- of the first part, receipt of which is hereby acknowledged, hereby agrees for himself, his heirs, executors, administrators and assigns, to pay or cause to be paid, as compensation for the rights herein granted by the said part-- of the first part, a royalty at the rate of fifteen dollars per ton of 2000 lbs. for all pure monazite removed from said lands, said royalty to be paid to the said Wm.S. Moore and F.E. Moore.

It is further agreed, for the considerations aforesaid, that if mining operations are not begun on said lands within six months from the date hereof, or if they are suspended for more than six months, then these presents and everything contained herein shall cease and be forever null and void.

Said lands are described as follows: The land known as the Moore land in Fairview township, Greenville County, S.C. on waters of Reedy river adjoining lands of E.F. Griffin, the T.M. Cox estate and others. Containing 350 acres more or less.

And the parties of the first part, for the consideration aforesaid, hereby covenant that they are seized of the said premises in fee and are seized and possessed of all the mineral rights thereof and have the right to make the conveyances above mentioned and that they will warrant and defend the same unto the said party of the second part, his heirs, executors, administrators and assigns, against the claims and entry of all person whatsoever.

IN WITNESS WHEREOF THE parties hereto have hereunto interchangeably set their hands and affixed their seals, the day and year first above written:

Signed, sealed and delivered in presence of:

F.M. Huff,

Wm.S. Moore,

(Seal)

W.H. Willimon, (L.S.)

F.E. Moore,

(Seal)

Magistrate.

J. A. ...

(Seal)

State of South Carolina.

County of Greenville.

I, W.M. Willimon, Magistrate, do hereby certify that Wm. S. Moore and F.E. Moore his wife personally appeared before me this day and acknowledged the due execution of the foregoing lease and agreement and the said F.E. Moore wife of the said Wm.S. Moore being by me privately examined separate and apart from her said husband touching her voluntary execution of the same doth state that she signed the same freely and voluntarily without fear or compulsion of her said husband or any other person and that she doth still voluntarily assent thereto. Let the same with this certificate be registered.

Witness my hand and official seal

this 26th day of Oct. 1904.

W.H. Willimon, (L.S.) Magistrate.

Recorded for November 12th, 1904.

MONAGHAN MILLS.

TO

SECURITY WAREHOUSING CO.

Security Warehousing Company Lease No. 31.

ORIGINAL

THIS AGREEMENT, Made this third day of November in the year of our Lord one Thousand nine hundred and four (1904) BETWEEN MONAGHAN MILLS, a Corporation duly organized and existing under the Laws of the State of South Carolina of the Greenville City of Greenville, County of Greenville, and State of So. Car. party of the first part, and SECURITY WAREHOUSING COMPANY, a corporation organized and existing under the Laws of the State of New York, party of the second part.

WITNESSETH:- That the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned and contained, to be kept and performed by the said party of the second part, its successors and assigns, hereby does demise, lease and let unto the said party of the second part the following described premises, situated near the City of Greenville County of Greenville and State of South Carolina to wit:

All that Standard Brick and Frame Warehouse Building three stories high, having four Compartments in each story, each fifty by One hundred (50x100) feet, said compartments being numbered as follows, Number 1,2,3 & 4 in the lower story, number 5,6,7 & 8 in the middle story, and numbers 9,10,11 & 12 in the upper story; the said Warehouse Building being situated 100 feet more or less South West of the Main Mill Building and on the Yard of the MONAGHAN MILLS near the City of Greenville, S.C. for and during the term of one year from and after the date of this Agreement, (and so long thereafter as property remains thereon for which receipts of said Warehousing Company have been issued, and are in force and effect), and until duly released of record, for a yearly rental of One Dollar and other good and valuable considerations, the receipt of which in advance is hereby acknowledged by party of the first part.

This lease is made upon the express conditions following, to wit:

FIRST. That the said leased premises shall be used and occupied exclusively for the storage of Personal Property, and for the transaction of such other business as may be connected therewith, or incident thereto, in pursuit of any rights claimed in performance of duties of said Warehousing Company as Warehousemen.

SECOND. That the said second party will not receive upon premises above described any property for purposes of storage, after due notice in writing has been received by said Warehousing Company from said first party that termination of this lease is desired.