

Q. Q. Q.

State of South Carolina (Lease 75 ⁶)
County of Greenville.

This Indenture made, this 7th, day of September, in the year One thousand nine hundred and seven, between J.E. Beattie, of Greenville, in the County of Greenville, and State of South Carolina, of the first part, and W.C. Humphreys, of Greenville, in the said County and State, of the second part Witnesseth:

That the party of the first part has hereby let and rented to the party of the second part, and the party of the second part has hereby hired and taken from the party of the first part,

All that piece, parcel or tract of land, situate, lying and being in the County of Greenville, State of South Carolina, about three (3) miles from Greenville Court-house, situate on Langston Creek, containing Ninety (90) acres, more or less, with the appurtenances, for the term of Five (5) years, to commence the First day of December 1907, at a yearly rent of Seventy-five (\$75.00) dollars, payable on the first day of December in each year.

And it is agreed that if any rent shall be due and unpaid or if default shall be made in any of the covenants herein contained, then it shall be lawful for the said party of the first part to re-enter the said premises, and to remove all persons therefrom. And the said party of the second part covenants to pay to the said party of the first part, the said rents as herein specified, and that at the expiration of the said term, or other determination of said lease, the said party of the second part will quit and surrender the premises hereby demised, in as good state and condition as reasonable use and wear thereof will permit.

It is further agreed that the said party of the second part is to erect, at his own expense upon said demised premises, a dwelling house, together with a barn and such other out-houses as the said party of the second part may deem necessary.

It is further agreed that the said party of the first part his heirs or assigns, is to pay the said party of the second part at the expiration or determination of said lease, the cost of said buildings erected upon the said demised premises, to an amount not to exceed Five hundred (\$500.00) dollars, due credit and allowances being given to the said party of the first part in said valuation for the value of materials taken from said demised premises for building purposes.

It is further agreed that the final value of said buildings erected upon said premises, in case the parties hereto cannot agree, is to be fixed by three (3) dis-interested persons one to be selected by the said party of the first part, one to be selected by the said party of the second part, and the third to be selected by these two (2).

It is further agreed that at the expiration or determination of said lease, and upon the payment by the party of the first part to the said party of the second part, of the cost of said buildings, to an amount not to exceed Five hundred (\$500.00) dollars the said party of the second part is to relinquish all claim to said buildings and improvements erected upon said premises, and the said party of the first part is to hold the same absolutely, without hindrance or delay.

It is further agreed that the said party of the second part is not to cut the standing timber upon said land, except for said building purposes; it, however, being expressly understood that no timber is to be sawed from the timber grown on the said premises, without consent of the party of the first part; and the said party of the second part further agrees to use his best efforts to protect said timber from trespassers.

It is further agreed that the said party of the second part may use the fallen or dead timber upon said land for fuel for his own use upon the farm.

It is further agreed that the said party of the first part, his heirs or assigns, may at any time enter upon the said premises for the purpose of cutting said standing timber if he or they so desire, either with a view of selling said timber, or for any other purpose which he or they may deem proper.

It is further agreed that the said party of the second part, is in no case to sub-let said premises, without the consent of the said party of the first part, his heirs or assigns.

It is further agreed that this lease does not carry with it any mining or prospecting privileges.

And it is further agreed that the said party of the second part, on paying the said yearly rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid, subject to the above conditions.

In witness whereof the parties hereto have hereunto interchangeably set their hands and seals, this 7th, day of September A.D. 1907.

Signed, sealed and delivered
in the presence of:
Claude G. Milham,
R.L. Ambler,

J.E. Beattie, (Seal)
Party of the first part.

W.C. Humphreys, (Seal)
party of the second part.

State of South Carolina,
County of Greenville.

Personally appeared before me F L. Ambler, and made oath that he saw the within named J.E. Beattie and W.C. Humphreys sign, seal and their act and deed deliver the within lease, and that he with Claude G. Milham witnessed the execution thereof.

Sworn to before me this 4th,
day of December A.D. 1908
R.J. McCorrigan (Seal)
Notary Public.

R.L. Ambler,

Recorded December 5th, 1908.