State of South Carolina,

County of Greenville.

401

State of South Carolina,

Greenville County.

This indenture made between L.K. Kelly party of the first part, and W.D. Howard, party of the second part, Witnesseth:

That the party of the first part for and in consideration of the sum of One hundred \$100.00 Dollars to him in hand paid this day (the receipt of which is hereby acknowledged) and the further consideration of Five hundred fifty (\$550.00 Dollars to be paid by the party of the second part in \$100.00 yearly installments, beginning on the 22 day of Oct. 1914, for a period of five and one-half years does hereby lease unto the party of the second part, lots of land number — of a plat known as the A part of the Dora Cabb place located about 1-3/4 miles of Greenville, C.H. on north side of Anderson Road and also fronting on George Road for further description see R.M.C. office Book 14, page 133. The said lot contain 1/3 of an acre, more or less, furthermore the said L.K. Kelly agrees that when the said W.D. Howard pays one hundred dollars more or total of \$200. then the said L.K. Kelly agrees to make said W.D. Howard a simple fee deed to said property above described and take a mortgage over said property for the remainder due, interest at the rate of eight per cent beginning October 22, 1913.

In the event of the non-payment of any of the above mentioned monthly sums for a period of ninety days, and the repayment 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 yearly 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 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 22, day of October, 1913.

Witness:

L.K. Kelly Party of the first part.

J.M. Fortner. As to W.D. Howard signature.

W.D. Howard, Party of the second part.

S. Schwartz, As to L.K. Kelly.

Recorded for October 22nd, 1913.

This agreement made and entered into by and between Piney Mountain Land Company, party of the first part, and Dennis Pentovol. party of the second part:

WITNESSETH:

That for and in consideration of the sums paid and to be paid, as hereinafter stated, the party of the first part does hereby bargain and sell unto the party of the second part, and will convey to him, as is hereinafter stated, All that certain lot or tract of land situate in the Piney Mountain Park, known as Lot No. 61, in plat made by Brodie & Bedell, and will be recorded in the office of Register of Mesne Conveyance for Greenville County. Lot No. 61, fronting on Clairmont Drive. The terms of said bargain and sale are as follows:

- 1. The purchase price is Three hundred and fifty Dollars.
- 2. That said purchase price will be paid twenty five Dollars cash, and three twenty five Dollars in equal monthly installments beginning on the 30th, day of Sept. 1913 and on the 30th day of each succeeding month in each and every consevutive month thereafter, will pay the same of Ten Dollars, until the above purchase price is paid in full.
- 3. That the party of the second part agrees to make payment as above provided and does furthermore agree as part of the terms of the bargain and sale, to pay all taxes of whatsoever kind that may be assessed against said property, beginning with the taxes for the year 191- and will keep the houses and buildings on said property insured at his expense in a sum not less than ---- Dollars; in the name of both parties hereto, and will assign said policies to the party of the first part.
- 4. It is further agreed by and between the parties hereto that if the party of the second part failes to make any of the payments above provided for and stipulated, within thirty days from the date the same may be due, then the party of the first part shall have the option to declare this contract from that time hence as ended, and of no force and effect, and that the party of the second part will account to the party of the first part for rent for the use and occupation of said premises at the rate of - - Dollars per month, and if any monies under this contract have been paid to the party of the first part, said party of the first part shall be required to refund only such portions thereof as exceed the amount computed at the above rate per month for the time elapsing since the time of the execution of this contract.
- 5. It is further agreed that if the party of the first part exercises the option to declare this contract at an end, as above provided, that the party of the second part shall surrender possession of the premises above described, and the party of the first part may re-enter and take possession and remove all persons therefrom.
- 6. That upon the payment by the party of the second part to the party of the first part of all the sums at the times provided for, and of all taxes and insurance, as above provided for, and this contract shall at the time of the conclusion of such payment be still of force, then the party of the first part will execute and deliver, or have so done, a deed to the party of the second part, and thereby convey to him, free from all encumbrance, the premises above described.
- 7. That the party of the second part shall have the right to anticipate any or all payments as herein provided.