TITLE TO REAL ESTATE

by a commissioner The unit administering the Federal Housing Administration and its functions, powers and duties shall be known as the Federal Housing Administration, and the Federal Housing Administrator shall serve as Federal Housing Commissioner...."

25310 R. 5/5/43

No S. C. Stamps
U. S. Stamps \$3.30

For True Comideration See Allidavit Book 6 Page 136

Recorded June 25th, 1943 at 3:55 P. M. #6191 BY:E.G.

COUNTY OF GREENVILLE.

LAND AGREEMENT.

WHEREAS, J. H. Kellett is the owner of the real estate hereinbelow described; and WHEREAS, the said Kellett and J. McGee Horton have agreed and contracted that for a period of ten (10) years from August 1, 1938, to August 1, 1948, the said Horton, being a distributor of gasoline and oils, shall have the right and privilege of furnishing gasoline and oil at current prices to the said Kellett, and to any and all successors or lessees of the said Kellett, such succeedings operators or lessees of said real estate to be persons satisfactory to the said Horton;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I, J. H. Kellett, in the State aforesaid, in consideration of the sum of Five (\$5.00) Dollars to me in hand paid at and before the sealing of these presents by J. McGee Horton, (the receipt whereof is hereby acknowledged), have granted and leased unto the said J. McGee Horton until August 1, 1948, the following described real estate, to-wit:

- (1) All that lot of land in Greenville County, State of South Carolina, containing one-half (2) acre, more or less, this day conveyed to the said Kellett by the said Horton, and conveyed to the said Horton by L. J. Huff by deed recorded in the office of the R. M. C. for Greenville County in Deed Book 205, at page 35;
- (2) All that certain low of land containing one-tenth (1/10th.) of an acre, more or less, fully described in deed of J. W. Page to J. H. Kellett, recorded in the office of R.M.C. for Greenville County in Deed Book 205 at page 32.

TO HAVE AND TO HOLD, all and singular the premises above mentioned unto the said J. McGee Horton, and his heirs and assigns, until the expiration of the prescribed term of ten (10) years, together with all and singular the rights, members, hereditaments, and appurtenances unto the said premises belonging or appertaining. And I, the said J. H. Kellett, do hereby bind myself, and my heirs, executors and administrators, to warrant and defend the said premises unto the said J. McGee Horton, and his heirs and assigns, against myself and my heirs, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

NOW the condition of this agreement is such that if the agreement between the said Horton and the said Kellett set out herein shall be fully carried out and performed, then this land agreement and conveyance shall be null and void; otherwise to remain of full force and virtue.

WITNESS my hand and seal this the 29th day of June, in the year of our Lord one thousand, nine hundred and sixty-seventh year of the Independence of the United States of America Signed, sealed and delivered

in the presence of:

J. H. Kellett (L. S.)

J. D. Lanford Mollie F. Wood

State of South Carolina, County of Greenville.

Personally appeared before me Mollie F. Wood and made oath that she saw the within named J. H. Kellett sign, seal, and as his act and deed deliver the within written Land Agreement, and that she, with J. D. Lanford, witnessed the execution thereof.

Sworn to and subscribed before me this the 29th day of June, A. D. 1943.

J. D. Lanford (SEAL)

Notary Public for State of South Carclina.

Mollie F. Wood.

No Stamps.

Recorded June 29th, 1943 at 12:53 P. M. #6283 BY:E.G.