

recorded at the expense of the party of the second part. In case the party of the first part shall collect the amount due under this contract or any notes given under said contract, by an attorney or through legal proceedings of any kind, then and in such case, the party of the second part agrees to pay an attorneys fee of ten per cent. of the amount then due on this contract or on said notes, and said attorneys fee clause shall be inserted in any note given in pursuance of this contract.

The party of the second part agrees to make payments as above provided, and further agrees to pay all taxes and assessments of whatever kind that may be assessed against said property beginning with his pro rata share of the taxes for the year 1916; and said party further agrees that he will keep the houses and buildings said property insured at his expense in a sum not less than Dollars and will assign all policies of insurance to the party of the first part.

The deed from the party of the first part shall contain the following restrictions which shall apply for a period of twenty years, to wit:-(1) The property nor any part thereof shall be sold, rented or otherwise disposed of to persons of African descent. (2) No residence shall be erected on said lot to cost less than Twenty Five Hundred and no/100 Dollars. (3) No part of such residence shall be nearer the street than twenty feet.

This agreement constitutes the sole and final contract between the parties, and no promise or agreement not contained herein shall be of any force.

In witness Whereof the parties have hereunto set their hands and seals the day and year first above written.

Witness:

T. F. Hunt.
T. C. Gower.

Thomas F. Parker (L.S)
Party of the First Part.
Edwin Howard (L.S)
Party of the Second part.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PERSONALLY appeared before me T. F. Hunt, who on oath says that he saw Thomas F. Parker, and Edwin Howard sign, seal and as their act and deed deliver the foregoing instrument for the uses and purposes therein stated, and that T. C. Gower with him was a subscribing witness thereto, Sworn to before me this 22nd. May of March, 1916.

T. F. Hunt.

W. D. Browning (L.S)

Notary Public for S.C.

Recorded May 31, 1916.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

THIS AGREEMENT made and entered into this 6th day of April, 1916, by and between R. Mays Cleveland, of the one part, and W. T. Pearson and J. A. Pearson of the other part,

WITNESSETH:

That for and in consideration of the payments, covenants and agreements hereinafter contained and stated to be made, the said R. Mays Cleveland has let and leased to the said W. T. Pearson and J. A. Pearson for the term of five years, beginning April 1st. 1916, for manufacturing brick purposes, all of that land situate in the State and County aforesaid, at Marietta, lying between the points designated as follows: Beginning at the railway track and running up the river to the dirt road, crossing the bottom land and extending in width from the point where there is a dam on the north side to a point at a wild cherry tree on the South side, forming a parallelogram up and down North Saluda River, together with all the brick plant there situate, consisting of machinery, boiler, engine, brick machinery, granulator, hoisting drum, turn table and all other articles, including track trail, pertaining to and a part of said plant, but which does not, however, include the dry house, Kiln and saw mill that the said Cleveland does hereby grant and convey to the said W.T. and J.A. Pearson, their heirs, executors and administrators; the right to enter in and upon the lands hereinabove described, for the purpose of searching for and digging clay, making the same into brick and manufacturing brick from said clay, and to have full and free use of said clay to any extent that they may deem advisable for the term aforesaid.

That for and in consideration of the grants and provisions hereinabove stated, the said W.T and J. A. Pearson do hereby covenant and agree to pay, and the said Cleveland to receive, as a royalty or compensation, ten cents (\$0.10) on every dollar for which said brick are sold, and when sold, less the freight that may be charged for transporting said brick to the place where sold; in other words, a ten per cent royalty on the net price of the brick so sold at Marietta, S.C., when the cars are loaded.

It is further agreed and understood that in the event the royalty and percentage above referred to shall not during the months of April, May, June, July, August, September and October of any year during the time this lease shall run or for any one of said months during any of said years, amount to as much as One Hundred Dollars (\$100.00) for each of said months, then the said W.T. and J. A. Pearson will at the end of such month pay to the said Cleveland such sum as will when added to the royalty will make one hundred dollars, which payment shall be well and truly made at the end of any month hereinabove named, in any year during the life of this lease in which the royalty shall not equal that sum.

It is further understood and agreed that if the said W.T. and J. A. Pearson shall perform all the covenants herein and make the payments as herein provided, then they shall have free use, enjoyment and occupation of said premises, but if any one of said covenants, obligations or agreement are broken by them, then the said Cleveland may re-enter said premises, take possession thereof and remove all persons therefrom without suit or process.

See next page.