

That while the party of the first part retains all rents for the year 1919 and has possession for the remainder of the year 1919 he does not object to the party of the second part making any necessary surveys to said property provided he does not damage said property in making the survey or the crops in any material way.

The party of the first part further consents that upon the party of the second part paying him in advance whatever may be considered a reasonable damage to the crops and growing timber and to said premises by the party of the first part to allow the party of the second part to construct such roads and ways through said land and premises as the party of the second part may deem advisable. It is understood, however, that the premises have been leased by the party of the first part to tenants and that he cannot agree in advance to have his said tenants to allow any interference with their crops or possession but that their assent must be obtained independently. There are certain small improvements made by tenants on the premises such as wire fencing, it is understood and agreed that the tenants may have the right to remove said wire if they so desire. The party of the first part has the right to remove any wood that he has cut.

It is understood and agreed that the party of the first part will accept full payment for said land at anytime during this option.

Now, it is further agreed that the party of the second part may sell any part of said land and premises provided the purchase price of the same is satisfactory to the party of the first part in view of the location of the land with reference to roads and also in view to the improvements thereon and damage to the remaining portion with the understanding that the entire purchase price is to be paid to the party of the first part if acceptable to him. If this sale is finally consummated when the land is properly platted by the party of the second part and sub-divided in such tracts as he may desire to sell the party of the first part with thereupon fix a minimum price on each tract at which he will release the same from his mortgage in the event that the money is paid and release is desired by the party of the second part. If the party of the second part shall sell this property or any part thereof before he has received a deed for the same and before January 1st, 1920, then the party of the first part will convey the same to such person or persons as may

be designated by the party of the second part subject however to the same terms in reference to payment and valuation as above stated. If the party of the second part shall fail to make the further payments unto the party of the first part of Eight Thousand (\$8000) Dollars on or before January 1920, then this option shall cease and the party of the second part shall have no further right to purchase the same nor any right to possession of said premises and the party of the first part shall retain the said sum of Two Thousand (\$2000.) Dollars paid for this option as his liquidated damages but upon the performance of the terms of this option the said Two thousand (\$2000) Dollars it so be credited as a part payment on said land. The parties hereto do hereby bind themselves and their respective successors, heirs, administrators and executors to perform this said contract.

In testimony whereof the said parties have hereunto set their hands and affixed their seals at Greenville, South Carolina, this day and year above written.

Signed, in the presence of:

H.K. Townes,
J.K. Earle,

M.D. Earle
Party of the first part.

P.F. Patton,
Party of the second part.

State of South Carolina,
County of Greenville.
Personally appeared before me J.K. Earle who upon oath says that he saw the within named M.D. Earle as party of the first part to the foregoing agreement and P.F. Patton as Trustee as stated in the foregoing agreement as party of the second part each sign and execute the foregoing contract that he with H.K. Townes witnessed the execution thereof.

Sworn to before me this 13th,
day of May, 1919.

H.K. Townes (L.S.)
Notary Public for S.C.

J.K. Earle

Recorded May 16th, 1919.

State of South Carolina,

County of Greenville.

Whereas, Gulf Refining Company has purchased from Loula M. Briggs, a certain lot of land on Pinckney Street, near the corporate limits of the City of Greenville, County of Greenville and State of South Carolina, and whereas, I now have an industrial side track running through my property and across Pinckney Street along the side and in close proximity to the lot which has been conveyed by the said Loula M. Briggs, to the said Gulf Refining Company, and whereas I have certain written agreements with the Southern Railway Company, dated September 6th, 1910 and May 18th, 1911, in reference to said side track, and whereas I, have agreed that the Gulf Refining Company may use and enjoy the privileges of Two Hundred (200) feet to said industrial side track with ingress and egress to and from the Southern Railway main tracks in common with myself and my heirs and assigns; and whereas I, have further agreed that the Gulf Refining Company shall make an additional agreement with the Southern Railway Company for the continued use in common with myself and my heirs and assigns, as to the use of two hundred (200) feet of said industrial side track with ingress and egress, as hereinabove stated, so that the Gulf Refining Company shall have ingress and egress to the lot of land which it has purchased from the said Mrs. Loula M. Briggs.

Now, Therefore, This agreement witnesseth:-
That I, Henry Briggs, for and in consideration of the foregoing premises and of the sum of one (\$1.00), to me in hand paid by the said Gulf Refining Company, at and before the signing and sealing of these presents (the receipt whereof is hereby acknowledged), have granted and released unto the said Gulf Refining Company, its successors and assigns, the right and privilege of using Two hundred (200) feet of the said industrial side track with ingress and egress to and from the Southern Railway main tracks in common, with myself and my heirs and assigns, as per agreements with the Southern Railway Company, dated September 16th, 1910 and May 18th, 1911; and that the Gulf Refining Company shall have the right and privilege of making an additional agreement with the Southern Railway Company for the continued use in common with myself and my heirs and assigns, as to the use of Two hundred (200) feet of said industrial side track with ingress and egress as hereinabove stated, so as to give the Gulf Refining Company access to the lot purchased by it from Mrs. Loula M. Briggs, as shown by deed and plat of said property.

In witness whereof, I have hereunto set my hand and seal this 14th, day of April A.D. 1919.

In presence of:

W.W. McBee,

A.C. Spain, Jr.

Henry Briggs (Seal)

State of South Carolina,

County of Greenville.

Personally appeared before me A.C. Spain, Jr who on oath says that he saw the within named Henry Briggs, sign, seal and as his act and deed deliver the foregoing written instrument for the uses and purposes therein mentioned, and that he with W.W. McBee witnessed the execution thereof.

Sworn to before me this --

day of March A.D. 1919.

W.L. Gassaway (L.S.)

Notary Public for S.C.



A.C. Spain, Jr.

Recorded June 2nd, 1919.