

To have and to hold, all and singular the premises above mentioned, together with all rights, members, hereditaments and appurtenances unto the said S.A. Bishop, W.R. Anderson, O.E. Taylor, Paul F. Beecham and W.D. Reynolds, as Trustees, and to their successors in office and assigns forever in fee simple.

That the said Trustee or their duly appointed successors in office, shall have the power without resorting to the Courts to sell and convey this property, or any part thereof, and to convey the full fee simple title free from any and all uses and trusts created by this deed, or otherwise, but the said Trustees shall use the proceeds arising from the sale of said land, or any part thereof by reinvesting the same in any other property or in any improvements on other property which shall be held subject to the same trusts, limitations and powers as herein conferred.

It is further understood and agreed that the property herein conveyed shall be held, controlled and managed by said Trustees and their successors in office, subject to such trusts and limitations and uses, as expressly created by the recitals in the preamble of this deed.

In the event that the said Holmes Bible and Missionary Institute should completely fail and cease to exist as a Bible and Missionary Institute, then, the use in and to said property shall pass over unto the "Tabernacle Pentecostal Church", now situate on Briggs Avenue, of Greenville, South Carolina, to be held by said Church and used by it in carrying on its work in the Home and Foreign fields, with power in said Church to sell and convey same free from all trusts, but the proceeds to be reinvested in other property to be devoted to the same cause.

In witness whereof, I have hereunto set my hand and seal this November 26, 1920, in the one hundred and forty-fifth year of the Independence of the United States of America.

Signed, sealed and delivered in the presence of:

Sara Holmes, (Stamps \$3.00) Lucy S. Holmes (Seal) J.J. McSwain,

State of South Carolina, County of Greenville.

Personally appeared before me J.J. McSwain and made oath that he saw the within named Lucy S. Holmes sign, seal and as her act and deed deliver the within written deed and that he with Sara Holmes witnessed the due execution thereof.

Sworn to before me this 26, day of November A.D. 1920.

J.J. McSwain Dixon D. Davis (Seal) Notary Public for South Carolina.

Recorded December 14th, 1920.

This Lease made and executed this 12th, day of November 1920, by and between Alex McBee, Lessor and the Greenville Baseball Association, incorporated, Lessee:-

Witnesseth: That the said Lessor, for and in consideration of the rental hereinafter mentioned, has bargained, granted and leased, and by these presents does grant, bargain and lease unto the Greenville Baseball Association, Incorporated, that certain piece, parcel or lot of land situate a distance of two hundred feet from the north side of Perry Avenue being the Southeastern section of the Alex McBee Property in the City of Greenville and containing approximately six acres, for the purpose of erecting thereon a baseball park, for the term of five years from the first day of January 1921, and the said Lessee in consideration of the use of said premises for the purposes hereinafter stipulated, promise to pay the said Lessor the sum of One thousand (1,000.) Dollars per year, payable in four (4) equal monthly instalments of two hundred and fifty dollars (\$250.00) each on June 1st, July 1st, August 1st, and September 1st, of each year during the term of this lease and the further consideration of three (3) season box tickets each year entitling the holder thereof to witness all baseball games played at said park.

It is further covenanted and agreed between the parties hereto, their heirs, administrators, executors, successors and assigns, that said property is to be used exclusive and only for the holding of athletic contests.

1: It is further covenanted and agreed between the parties hereto that at the expiration of this lease if the property is leased for athletic purposes, the lessee herein shall have the first right of refusal thereof upon such terms and conditions as may be agreed between the parties.

It is further covenanted and agreed between the parties hereto that should conditions arise which in the judgment of the lessor warrant the sale of the property hereby leased this lease may be terminated at any time during the term hereby created by written notice from the lessor to the lessee to that effect, provided, however that should such contingency arise and be exercised during the first year of this lease the said lessor shall pay to the said Lessee a sum of money equivalent to ~~100%~~ one hundred (100) per cent of the cost of all improvements placed on said property by the Lessee, or during the second year a sum equivalent to ~~80%~~ eighty (80) per cent, or during the third year a sum equal to ~~60%~~ sixty (60) per cent. or during the (fourth.) ~~40%~~ fifth year a sum equal to twenty (20) per cent.

It is further covenanted and agreed between the parties hereto that at the expiration of this lease the lessee, its successors or assigns, will replace the property hereby leased in its present condition so far as possible by removing all improvements, replacing dirt in all excavations, and otherwise cleaning said property of all debris.

It is further covenanted and agreed between the parties hereto that said lessee shall have access to said property by road from Perry Avenue at a convenient point to be designated by lessor which shall at all times be kept open for traffic going to and from said property.

It is further covenanted and agreed between the parties hereto that the failure on the part of the lessee, its successors or assigns, to make payment of the rent at the times hereinabove stipulated shall terminate this lease without any notice or act on the part of the said Lessor to that effect, and in the event this lease is terminated by the non-payment of rent as aforesaid, and said lessee fails to pay said rent within a period of six (60) days therefrom, then and in -

(over)

Original not recorded file 57. 1930 at 3:30 P.M.