

State of South Carolina,
County of Greenville.

AGREEMENTS-

It is mutually agreed that the Peoples mentioned in this Contract is to bare the portion of expenses that will occur in connection with the operation of said Theatre, located on West Washington St., in the said City of Greenville, S.C.,

It is mutually understood between the three (3) parties concerned; that either of the parties desiring to buy or sell their portion of the business, remains the right of the other two parties to buy under conditions they see fit.

It is hereby stated that J.W. Smith will have one-half (1/2) interest. J.D. Mahaffey will have one-fourth (1/4) interest. Mrs. Fannie Bently will have one-fourth (1/4) interest in said Theatre.

This agreement has been approved and signed by all parties concerned.

Witnesses:

J.F. Berry,

J.W. Smith -

J.D. Mahaffey

Mrs. Fannie Bently

Personally appeared before me, J.F. Berry and made oath that he saw the within named J.W. Smith, J.D. Mahaffey, and Mrs. Fannie Bently sign, seal and deliver the within and attached written instrument as their act and deed for the uses and purposes therein mentioned, and that he witnessed the execution thereof., and subscribed his name as witness thereto.

Subscribed and sworn to before me

this 9th. day of February, 1928.

J.F. Berry

H.B. Jones

My Commission Expires at pleasure of Governor.

Recorded Feb. 9th, 1928 at 4:17 P.M.

State of South Carolina,
County of Greenville.

CONTRACT IN DUPLICATE.

This memorandum of agreement made and entered into at Greenville, S.C., by and between Elliott Batson, hereinafter designated as party of the first part, and J.W. Batson, hereinafter designated as party of the second part, Witnesseth:

The parties to this contract mutually agree to form a partnership for the purpose of developing, for commercial purposes, an apple orchard in the above mentioned County and State. The party of the first part agrees to furnish, at lease, five (5) acres of land, on a tract of land hereinafter designated, and the party of the second part agrees to furnish the necessary fruit trees to be set out on said land, there being to begin with approximately Two hundred fifty (250) trees. The party of the first part and the party of the second part are to share equally in the expenses incurred in planting out said trees, the necessary work in the up keep thereof and all labor and care incident to the growing of a well cared for and an up to-date orchard, but the party of the first part is to have the actual management and care of said orchard and the parties hereto are to share equally in all net profits derived from the sale of the produce of said orchard. As it becomes necessary to replenish said trees from time to time, this shall be done at the expense of the partnership.

The land whereon said orchard is to be developed is in that certain tract of land in Bates Township, County and State aforesaid, containing 38 acres and being the same tract of land conveyed to Elliott Batson by Sallie L. Eaton and bounded by lands now or formerly of Frank-Guest, Sherwood Guest, Westley Eaton, Grover Batson and others.

It is further mutually agreed that this partnership arrangement shall continue from year to year until such time as one or the other desires to dispose of his interest in said orchard and each agrees to give the other the opportunity to purchase his interest before offering it for sale to an out s.

To the faithful performance to the above agreement we hereby bind ourselves and our heirs, administrators and executors.

In witness whereof we hereunto set our hands and affix our seals this the 21st day of December 1927.

Witnesses:

E. Inman,
Lora Campbell.

Elliott Batson -
Party of the First Part.

J.W. Batson -
Party of the Second Part.

State of South Carolina,
County of Greenville.

Personally appeared before me Lora Campbell who upon oath says that she saw Elliott Batson and J.W. Batson execute and deliver the above written instrument and that she together with E. Inman witnessed the execution thereof.

Sworn and subscribed to before me

this 21st, day of December, 1927.

Lora Campbell

E. Inman, -

Notary Public for S.C.

Recorded February 15th, 1928 at 8:20 A.M.