

THIS INDENTURE, made and entered into this 20th, day of April, 1910, by and between Southern Railway Company, a corporation organized and existing under and by virtue of the laws of the State of Virginia, hereinafter for convenience styled the Railway Company, party of the first part, and

James H. Morgan and William H. Austin, Jr., of Greenville, in the State of South Carolina, hereinafter for convenience styled the Lessees, parties of the second part;

## WITNESSETH:

That the Railway Company, for and in consideration of the lease to it by the lessees for a term of ninety-nine (99) years, of certain land in the City of Greenville, South Carolina, and of the annual rental herein reserved to be paid to the Railway Company by the Lessees, has granted the use of, leased, demised and to farm let, and by these presents does grant the use of, lease, demise and to farm let, unto the Lessees, their personal representatives, heirs and assigns,

All that certain lot, piece or parcel of land, situate in the City of Greenville, in the County of Greenville and State of South Carolina, bounded and more particularly described as follows, to-wit:

Beginning at the point in the easterly boundary line of Academy Street, seventy-three (73) feet south 24° 13' East of the point where the said Street line is intersected by the divisional line between the land of the Railway Company and of Mrs. Bettie Whitmire; said point being marked by an iron rail and indicated by the letter "L" and the word "beginning" upon the blue-print map of a survey made by W.E. Vest, Engineer, dated February 21, 1910, herunto annexed and made a part of this indenture; and running thence (1) North 24° 13' East, for a distance of seventy-three (73) feet, to a cast iron monument at the point of intersection above referred to indicated by the letter "L" on said blue-print map; thence (2) South 70° 21' East, for a distance of one hundred and five and five tenths (141.5) feet, to an iron rail at the point indicated by the letter "H" on said blue-print map; thence (3) South 20° 27' West, for a distance of one hundred and nine and four tenths (109.4) feet, to an angle bar in the northerly line of Whitmire Street; thence (4) North 30° 02' West, for a distance of one hundred and eighty-nine and five-tenths (189.5) feet, to the point or place of beginning.

Said parcel of land containing Nineteen thousand, four hundred and thirty-three (19,433) square feet, more or less, bounded on the north by the properties of Whitmire and the Lessees, on the east by other property of the Railway Company, on the south by Whitmire Street, and on the West by Academy Street.

To have and to hold the said above mentioned and described land, together with the appurtenances, unto the Lessees, their personal representatives, heirs and assigns, for and during the full term of Ninety-Nine (99) years, beginning on the second day of August, A.D., 1909, and to be fully complete and ended on the 31st, day of July, which will be in the year 2008; upon the Lessees'

Yielding and Paying unto the Railway Company, its successors and assigns, the yearly rent or sum of One Dollar, payable at the end of each year during the term hereby created.

The Lessees hereby covenant and agree, for themselves, their personal representatives, heirs and assigns, that they will pay promptly, when due, any and all taxes which may be levied or assessed upon or against said demised premises, or the Railway Company, during said term, and will, at the expiration of said term, quietly and peaceably surrender said premises unto the Railway Company, its successors or assigns; or, the Lessees will so surrender the said premises to the Railway Company, upon its demand, without suit or other process, in the event of default by the Lessees in the performance of, or compliance with any of their covenants herein contained.

(Over)