

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

AGREEMENT*

THIS AGREEMENT, made and entered into this 5th day of December, 1938, by and between Carrie Hawkins and P. R. Chiles, both of Greenville, South Carolina.

Witnesseth

That for and in consideration of the mutual promises, covenants and agreements, hereinafter contained, it is agreed as follows:

1. That the said Carrie Hawkins does demise and lease unto the said P. R. Chiles and the said P. R. Chiles does hereby take and lease from the said Carrie Hawkins, the following described tract of land, to-wit:

All that piece, parcel, lot of land situate, lying and being in Greenville Township, Greenville County, State of South Carolina, about $3\frac{1}{2}$ miles west of the City of Greenville, along the line of the Southern Railway in what is known as Freetown, being known and designated as the Northern portion of Lot No. "I" of the property of Ansel Arnold, according to a plat thereof, recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book "A" at page 513 and more particularly described in a plat of the property of Carrie Hawkins as shown on a plat by R. M. Mills and T. C. Adams, dated December 1, 1938, and according to said plat, having the following metes and bounds, courses and distances, to-wit:

Beginning at an iron stake on the right of way of the Southern Railroad at the corner of Brandon Mill Property and running thence S. 13-45 E. 122 feet along the line of Brandon Mill Property to an iron pin; thence S. 88 W. 96 feet along the line of other property of Carrie Hawkins to an iron pin; thence N. 13-15 W. 122 feet to an iron pin at the corner of the right of way of the Southern Railroad; thence N. 88 E. 94 feet along the line of the right of way of the Southern Railroad to the beginning corner.

2. TO HAVE AND TO HOLD the above described premises for and during the term beginning on the 1st day of December, 1938, and ending Three (3) years thereafter.

3. That the said P. R. Chiles agrees to pay to the said Carrie Hawkins for the use and occupancy of the said premises as rental therefor, the sum of Eight (\$8.00) Dollars for each and every calendar month, the rent for each calendar month being due and payable on or before the 10th day of said month.

4. In the event any payment of rent as aforesaid shall be past due and unpaid for a period of Thirty (30) days, then, in such event, this lease shall hereforth immediately terminate at the option of the said Carrie Hawkins.

5. The said Carrie Hawkins does hereby covenant and agree that if the said P. R. Chiles shall pay the rent, herein provided, that he shall and will peaceably and quietly have, hold, and enjoy the said premises for the term aforesaid.

6. It is further understood and agreed, by and between the parties hereto that the said P. R. Chiles may, at his own cost and expense, place on the demised premises, any or all tanks, buildings, fences, pumps, or any other additions or improvements which he may desire to place on said premises, but that said tanks, buildings, pumps, fences, or any other additions or improvements shall not attach to or become a part of the real estate, herein demised, but shall always remain the sole property of the said P. R. Chiles and at the expiration or other termination of this lease the said P. R. Chiles shall have the right, without hinderance, or molestation, within a reasonable time, to remove said tanks, buildings, fences, pumps, or any other additions or improvements.

7. The said Carrie Hawkins, for and in consideration of the covenants and agreements of the said P. R. Chiles, as herein set forth, and the further payment of the sum of Three (\$3.00) Dollars (receipt of which is hereby acknowledged) does grant unto the said P. R. Chiles, his heirs and assigns, for the term of Three (3) years from this date, the exclusive option or right to purchase the real estate, herein demised, for the sum of Five Hundred & Twenty-Five (\$525.00) Dollars. It is understood and agreed by and between the parties hereto that the said P. R. Chiles, at any time he desires to do so, may exercise this option or right to purchase the said premises by giving Ten (10) days written notice to the said Carrie Hawkins of his intention to do so. After such written notice, and upon tender of the purchase price, the said Carrie Hawkins will execute to the said P. R. Chiles, his heirs or assigns, such written instrument or instruments, as in the opinion of the said P. R. Chiles will convey to the said P. R. Chiles, his heirs or assigns, legal title to the said premises, in fee simple absolute, free and clear of all liens and encumbrances.

8. It is further understood and agreed, by and between the parties hereto, that all the covenants and agreements herein contained are binding upon each of the parties hereto as well as upon their respective heirs, administrators, executors, successors or assigns.

In witness whereof, the parties hereto have hereunto affixed their hands and seals, this said instrument being executed in duplicate, each of which will be considered an original, this year and day first above written.

Witness: Corrie Lee Galbraith
Henry P. Willimon

Carrie Hawkins (SEAL)
P. R. Chiles (SEAL)