

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

For value received I, D. B. Traxler, the owner and holder of a contract of sale executed to me by O. K. Schwiers on the ___ day of _____ 1937, hereby release from said contract all the lots heretofore conveyed by O. K. Schwiers from the tract of land covered by said contract, known as lots numbers four, eight, fifty-five, fifty-two, seventeen, fifty-six, ten, sixty-two and sixty-three, forty-three, twelve, six, twenty-two, thirty-nine, fifty, thirty-six and thirty-one, on plat of Lanneau Drive Highlands made by Dalton & Neves, August, 1937, recorded in Plat Book Pages 288-289.

Witness my hand and seal this 14th January, 1939.

In presence Of;

D. B. Traxler (SEAL)

Ella E. Todd

Julia D. Charles,

State of South Carolina,
County of Greenville.

Personally appeared before Ella E. Todd who being duly sworn says that she saw D. B. Traxler, sign, seal, and deliver the foregoing release, and that she with Julia D. Charles witnessed the execution thereof.

Sworn to before me this 14th day of January, 1939.

Ella E. Todd.

Julia D. Charles (SEAL)

N. P. S. C.

Recorded this the 14th day of January, 1939 at 10:10 A. M. #539 BY: E.G.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE.

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This agreement between Mary M. Johnson, the lessor, and B. S. Elrod, the lessee, witnesseth:-

That the lessor agrees to lease to the lessee her tract of land situate in said County containing 14 acres, more or less, on the White Horse Road, near West Gantt School, and being bounded by said road, Hugh T. Myers, Mary Hartsell, W. D. Watson, et al.

The lessee is to hold the land from January 10, 1939 to January 1, 1940, subject to conditions hereinafter set forth.

The lessee agrees to pay the lessor as rent for the same Twenty (\$20.00) Dollars per month in advance as follows: \$20.00 on January 10, 1939, and \$20.00 on the like day of each succeeding month until December 10, 1939, at which time rent to January 1, 1940 is to be paid.

It is expressly agreed that if there is default in the payment of rent above stipulated for, the said lessor, or her agent, shall have the right to re-enter and reposses the said premises and to expel and remove therefrom the said lessee or any other person occupying the same.

And it is further agreed that should the said lessee assign transfer, sell, remove or in any manner dispose of the goods and chattels within the above leased premises, then the entire amount of rent that would accrue for the term of this lease shall be considered as due and payable and the lessor shall be vested with the same rights as though the entire leased term had expired.

It is agreed to secure payment of said rent that the lessor shall have an agricultural lien on the crop produced on said farm during the year and a lien upon the personalty belonging to the lessee on the premises. The lessee stipulated that all the household goods and other personal property on the premises belong to him in his own right.

The lessee agrees to take good care of the premises and to deliver possession of same at expiration of lease without further notice, and agrees to repair all damage to said real estate, reasonable wear and tear excepted. The lessee further agrees not to cut any wood whatsoever now growing on said premises. This agreement is to bind the parties, their executors and administrators.

It is understood and agreed between the lessor and lessee that the lessee is not to cultivate any of the terraces on said land.

It is further understood and agreed that the lessor is to have the right at anytime to enter upon the premises in question and it is also understood and agreed that a breach on the part of the lessee of any of the terms and conditions of this agreement will terminate it at the option of the lessor, and that she shall have the same rights upon the breach of any of the conditions hereof that she will have at the expiration of the term herein provided for.