

## TITLE TO REAL ESTATE

57550 FAYENCE-JARRARD CO.-GREENVILLE

State of South Carolina,  
County of Greenville.

This agreement made and entered into this the 24th day of November, 1939, by and between Mrs. Rilla DeYoung, of the first part; and F. L. Marchant and wife Gertrude Marchant, of the second part, sets forth:

That for and in consideration of the monthly rental of twenty twenty-five (\$25.00) payable of the 8 day of each calendar month hereafter, the first party rents, leases and lets unto the second parties that certain house and lot in the city of Greer, in said County and State, known as #48 Emma Street, owned by the first party, and fronting on the said Emma Street, and bounded by lands by Hudson and Tanner and the second parties agree to and do hereby accept the said leasing of the said premises, and agree to pay the said rental at the times stipulated.

The second parties are not to sub-let the said premises, or any part thereof, without the written consent of the first party; and the destruction of or material damage to the dwelling, so as to render the same unfit for occupancy, by fire or other casualty, will at once end and terminate this agreement without further notice from either party to the other.

The second parties agree to keep the said premises in proper condition and appearance, and to take good care of the same; to repair at their own expense any damage thereto caused by any negligence or oversight of the said second parties, or any of their guests; and to surrender the possession of the said premises to the first party upon the termination of this agreement in the same condition as when received by them, ordinary wear and tear and usage thereof excepted.

It is distinctly understood and agreed that this contract of rental can never be considered or treated as a contract from year to year, but only as one from month to month, subject to a termination hereof, by either party upon thirty days notice to the other; and to secure the payment of any rentals that may at any time be in arrears and due to the first party, the second parties hereby grant and give to the said first party a first lien upon any and all house-hold and kitchen furniture now owned or hereafter acquired, for the payment for such rentals. Should the second party at any time be sixty days or more in arrears of the said rental, the first party may end and terminate this agreement by the statutory notice of not less than three days for non-payment of rent; and the second parties hereby warrant that the said house-hold and kitchen furniture is owned by them in their own individual right, free of lien.

The first party agrees to keep the said property in habitable and usable condition and repaired in all particulars where the damage is not caused by the second parties, or their guests or family.

This contract is hereby made to enure to the benefit of, and be binding upon, each of the parties hereto, and their respective heirs, executors, administrators, and assigns; and any modification of the same is to be endorsed in writing and signed by each and every party hereto.

And the undersigned, Hortense M. Stallworth, for and in consideration of the leasing and letting of the said premises by the first party to the second parties, does hereby obligate and bind herself, her heirs, executors, administrators, and assigns, to be and become liable and responsible for any amount of the said rental hereunder that maybe due to the said first party and unpaid by the second parties, upon the ending and termination of this agreement.

In witness whereof, the said parties hereunto set their hands and seals, in duplicate, this the day and year first above written.

In the presence of:

W. O. Burns

Charles L. Harley, Jr.

F. L. Marchant (L. S.)

Gertrude T. Marchant (L. S.)

Hortense M. Stallworth (L. S.)

Mrs. Rilla DeYoung (L. S.)

State of South Carolina,  
County of Greenville.

Personally appeared, Chas. Harley and made oath that he was present and saw the within named Rilla DeYoung, F. L. Marchant, and wife, Gertrude T. Marchant and Hortense M. Stallworth, each, sign, seal, and, as their respective act and deed deliver in duplicate the foregoing agreement for the uses and purposes stated; and that deponent together with W. O. Burns witnessed the execution thereof in duplicate.

Sworn to before me this the 16 day of November, 1939.

W. J. Tapp

Charles L. Harley, Jr.

Notary Public for S. C.

No Stamps.

Recorded February 9, 1940 at 9:32 A. M. #1724 BY: E. G.