

State of South Carolina,
County of Greenville.

This agreement, made and entered into by and between L. O. Patterson, as trustee (hereinafter, for convenience, referred to as the "trustee"), party of the first part, and (Mrs.) Mamie Hawkins (hereinafter referred to as the "lessee"); witnesseth:

That said trustee, in consideration of the various sums of money herein agreed to be paid to him by said lessee and the various covenants herein undertaken by her, does hereby let, lease and demise unto said lessee that certain dwelling known as No. 108 Fortner Street, with the lot of land on which it stands, known as Lot No. 16 of "New Hope, as shown on R. E. Dalton's plat dated June 7, 1910, and recorded in the office of the Register of Mesne Conveyances for said County in Plat Book "A", on page 409; said lot fronting 60 feet, more or less, on the north side of Fortner Street, approximately 240 feet west of Jones Street, and running back 146 feet, more or less, to Lot No. 11, and being the same conveyed to me, as trustee, by Mrs. Rachel Nash by deed dated November 13, 1930, and recorded in said office in Book 150, page 339. To have and to hold said premises for the full term of four years from the time when said lessee can be put into possession thereof. And said lessee does hereby accept this lease upon the terms herein stated, and does agree to pay to said trustee as a rental for said premises the sum of five hundred and seventy-six dollars for said term in monthly installments of twelve dollars each, the first installment to be paid on the day possession is delivered, and the others at thirty day intervals thereafter; also to make good all breakage of glass, damage to plumbing, water pipes, electric wires, fixtures and all other injury that may be done to said premises during said term, except such as may be caused by natural decay, fire, lightning or windstorm, and to keep said premises in as good repair as at present, and not assign this lease or or sublet said premises or any part thereof or make alterations therein without the written consent of said trustee. It is agreed that said trustee shall not be liable for damage to the person or property of said lessee or any other person resulting from defects in said premises until after receiving written notice of such defects and gross or wilful negligence or delay in correcting same; also that in case of the destruction of said premises or damage thereto by fire, windstorm or other casualty he will, within three weeks after notice thereof, notify said lessee whether he will restore or repair said dwelling (in which case this lease shall continue and the rent shall be ratably diminished during the period when it shall be partly or wholly untenable), or not (in which case, at the option of said trustee, this lease shall terminate.

And in consideration of the sum of five dollars paid by said lessee to T. W. Mathis and ninety-five dollars paid by her to said trustee (the receipt whereof is hereby acknowledged), he does hereby grant to said lessee (if she shall have continued to rent said premises and shall have complied fully with all the terms hereof) the right and privilege at her option to purchase said premises at any time during said four-year term for the sum of one thousand dollars (\$1,000.00), with interest thereon from this date at the rate of seven per cent. per annum, to be computed and paid semi-annually, until paid in full; all interest not paid when due to bear interest at the same rate as the principal, and a ten per cent. attorney fee if not paid when due. If said lessee shall exercise said option, the \$100.00 paid by her for same and all amounts paid by her for rent (but not for repairs) shall be credited on account of said purchase price, provided she shall repay to said trustee all taxes and insurance premiums, pro rata, from this date until date of purchase, with interest thereon, to be computed at the rate and in the manner above specified; and she may make additional payments at any time, to be repaid, without interest, if she does not purchase said premises.

It is especially agreed that time is of the essence of this agreement, that payment, promptly when due, of all sums of money herein assumed by said lessee and her strict compliance with all the terms hereof shall be conditions precedent to her right to consummate said purchase option, and that if she shall at any time fail to pay any rent installment within ten days after the same shall become due or fail to fulfil any other requirement hereof, this contract shall terminate forthwith and become null and void at the option of said trustee, who shall become entitled to the immediate possession of said premises without notice or the necessity of legal proceedings, and may, in person or by agent, enter thereon and resume possession thereof; and said lessee hereby agrees to vacate the same without delay in such event and to surrender the peaceable possession thereof in as good condition as the same are now in, reasonable use thereof excepted. It is agreed that if said lessee fail to pay any rent when due, or to comply with any other provision hereof, or in case of litigation or disagreement regarding this contract or any question relating to said premises, any judge of the Circuit or County Court may, upon application to him by said trustee, ex parte or otherwise, appoint a receiver to take possession of said premises, lease the same, collect the rents thereof and apply the net proceeds toward the payment of any amounts due by said lessee to said trustee, without liability to account for any sums not actually received.

And (Mrs.) Andrea C. Patterson, who is (individually) the owner and holder of