

STATE OF SOUTH CAROLINA .

COUNTY OF GREENVILLE.

AGREEMENT made and entered into this the first day of November 1945, by and between W. H. Martin, of the first part; and David Lee Melvin, of the second part, sets forth:

That for and in consideration of the stipulations and agreements herein specified to be performed by the second party, the first party hereby lets, leases, rents and turns over to the said second party that certain farm of first party in Highland Township, this County and State, containing forty-one acres, more or less, and being the remainder of the tract of 65 acres, more or less, purchased by first party through the Master for Greenville County, after the conveyance therefrom of 19 acres to Bettie M. Melvin, and 5 acres to Forrester, for the purposes of farming generally: upon the terms that the said first party furnishes the lands, stock and feed therefor, farm tools and implements and one-half of the fertilizers; and the second party to furnish all labor in the preparations, planting, cultivating and harvesting and housing of the said crops, and pay one-half of the fertilizer bill, and then each party to receive one-half of the net amount of crops or proceeds therefrom, sufficient amount of seeds being first retained each year for planting the following year. The second party also to attend to the feeding, care and sheltering of the live-stock.

This agreement to continue for and during the lifetime of the first party, and for and during the year in which the death of first party occurs, then the crops for that year will belong in toto to the said second party upon his payment and discharge of all obligations upon and concerning the said crops for that year.

Should the death of the said David Lee Melvin occur before the death of W. H. Martin, then the estate or the heirs of the said David Lee Melvin shall have the right and privilege of continuing this contract, upon the same terms, for its or their benefit.

This contract not to be changed, modified or added to nor taken from in any particular unless reduced to writing and signed by both parties hereto; nor shall the said David L. Melvin rent or let unto any person or persons any portions of the said place except such as may be necessary to have the whole place planted and used each year, and then only for a year at a time, but in all cases the said W. H. Martin shall be entitled to and receive his full share of one-half of the net crops or value thereof.

Witness the hands and seals of the parties hereto this the day and year first herein written.

Signed, Sealed, Delivered

in the presence of: †

L. A. Forrester †

Olan Stokes †

W. H. Martin (L.S.)

David Lee Melvin(L.S.)

No Stamps

\* \* \* \* \*

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Personally appeared L. A. Forrester and made oath that he saw the above named W. H. Martin and David Lee Melvin, each, sign, seal and as their respective act and deed, deliver the foregoing Agreement for the uses and purposes stated; and that deponent, together with Olan Stokes witnessed its due execution.

Sworn to before me this the first day of November, 1945.

William P. Morrow )

Notary Public for S. C. )

L. A. Forrester

Recorded November 8th 1945 - - - -at 9:45 o'clock A.M.

By:EC