

Premises before mentioned unto the said L. H. Kelly, his heirs and assigns forever.

And said Church does hereby bind its self and its successors, heirs, Executors, and Administrators to warrant and defend all and singular the said premises unto the said L. H. Kelly, his heirs and assigns, against it and its successors, heirs, and against every person, whomsoever lawfully claiming or to claim the same, or any part thereof.

Witness the hand of the clerk and treasurer of said church under resolution and seal of the church this 9th day of December in the year of our Lord One Thousand Nine Hundred and one and in the one hundred and twenty-sixth year of the Independence of the United States of America.

Signed, sealed and delivered in the presence of

Julius W. Smith

Wm. Goldsmith Jr.

The First Baptist Church of Greenville (seal)

D. T. Smith, Clerk (seal)

and James A. West, Treasurer (seal)

State of South Carolina

Greenville County Personally appeared before me Wm. Goldsmith Jr. and made oath that he saw the within named D. T. Smith, clerk and J. A. West, Treasurer, sign, seal and as their act and deed deliver the within written deed and that he with Julius W. Smith witnessed the execution thereof.

Sworn to before me this 10th day of December A. D. 1901.

H. J. Haymerworth (seal) Notary Public for South Carolina

Wm. Goldsmith Jr.

I do hereby certify that at its regular conference held on Sunday Dec. 8th 1901 the following resolutions was adopted by the First Baptist Church of Greenville, S. C.:

Resolved that the clerk and Treasurer be authorized and instructed to sign all deeds to property on behalf of the church.

Greenville, S. C. Dec. 10th 1901

D. T. Smith, Clerk First Baptist Church

Personally appeared before me D. T. Smith and make oath that he is the duly elected clerk and J. A. West the duly elected Treasurer of the First Baptist Church of Greenville, S. C. and that the foregoing resolutions was adopted as above stated.

Sworn to before me this 10th day of December 1901

D. T. Smith

Wm. Goldsmith Jr. Notary Public

Recorded Dec 11th 1901

State of South Carolina } B. T. Whitmore  
Greenville County }

This indenture made this the 23rd day of November A. D. 1901 by and between The Grand Opera House Company of Greenville, S. C. a corporation duly chartered by and under the laws of South Carolina with power to contract and be contract with, party of the first part, and B. T. Whitmore, party of the second part.

Witnesseth:

That the party of the first part has hereby let and rented to the party of the second part, and the party of the second part has hereby hired and taken from the party of the first part that brick opera house building situated in the city and county of Greenville, in the State aforesaid, measuring sixty-six feet on Laurel Street, one hundred feet on Coffey Street, one hundred and twenty feet on Buncombe Street and one hundred and thirty-five feet on back line from Buncombe Street to Coffey Street (except the store rooms fronting on said Laurel Street and the offices immediately over said store rooms, said store rooms and offices being hereby excepted and reserved), for the term of five years, to commence the first day of September A. D. 1901 at the yearly rent of One Thousand Dollars, payable in equal monthly installments on the last day of each month in each year.

And it is agreed that if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for the said party of the first part to re-enter said premises, remove all persons therefrom and take possession thereof.

And it is further agreed that in making the payment of rent herein provided, the party of the second part may offset the same with any account, if it equal the amount due, that he may have individually or as agent against the party of the first part, and if it exceed the amount due with so much thereof as may be necessary, for advances or loans heretofore made or that may be hereafter made by him individually or as agent to the said party of the first part. The amount due the party of the first part for rent as aforesaid, at the time of such offset, shall be credited in such account of the party of the second part as aforesaid; and such offset shall be receipted by the party of the first part as payment of the rent herein provided, for such time as such offset equals at the rate of the rent herein stipulated; Provided,

That if the account as aforesaid, should at any time be less in amount than the amount due for rent, only so much