

Mountain City Milling Co.
to
Charleston & Western Carolina Railway Co.

State of Georgia.
County of Richmond.

This Agreement, made on this 31st day of October 1904, Between Mt. City Milling Co., of the County of Greenville State of South Carolina party of the first part, and the CHARLESTON & WESTERN CAROLINA RAILWAY COMPANY, party of the second part; WITNESSETH, that Whereas said party of the first part desires with the permission of the party of the second part, hereinafter called the Company, to occupy a portion of right of way of the said Company, in Greenville, S.C. for the erection of a warehouse 61 ft. x 24 ft. 5 ins. for the storage of grain, as located on within sketch, which is more fully shown by the annexed plat which is made a part of this paper, and

WHEREAS, the party of the first part is not desirous of effecting in any manner the right of the Company to the full and undisturbed possession of the premises nor of interfering in any way with any of the rights of the Company relative thereto; and

WHEREAS, the said Company has consented that for the time hereinafter stated the party of the first part may occupy the premises aforesaid; to-wit: for such length of time as may seem proper to the said Company.

NOW, THEREFORE, in consideration of the premises and license aforesaid, the said party of the first part hereby covenants and agrees with the said Company, its successors and assigns, as follows: FIRST, That the party of the first part will save and hold harmless the said Company, its successors and assigns, from all damage, injury, or

liability that may arise from the destruction or injury of any building, improvements, or personal property of any description, by fire or from any other cause whatever, whether the same should be attributable to the negligence of the employees of said company or not, where such damage, injury, or liability is caused, increased or in any manner contributed to by reason of the use of the premises hereunder, and the party of the first part agrees to insure and keep insured for benefit of party of second part the said building and contents and all personal property on said lot.

SECOND, That the party of the first part will save and hold harmless the Company, its successors and assigns, from all damage to any person that may partly or wholly arise from or be traceable to the occupancy of said premises by the party of the first part or any other person, whether such damage be caused by the negligence of the Company's employees, or from any other cause whatever. THIRD, That the party of the first part does not now, nor will he set up title to said property against the Company, its successors or assigns, but will hold the same only as tenant at will, subject to the notice hereinafter specified. FOURTH, That the party of the first part covenants and agrees in consideration of the permission and license aforesaid, to surrender the said premises to the Company, its successors or assigns, and remove all obstructions, buildings, or other improvements therefrom, upon receiving thirty (30) day's notice from the said Company, its successors or assigns. Said notice may be given to any person in possession of the premises. FIFTH, That in case of failure to deliver said possession and remove said obstructions, the Company, its successors or assigns, shall have the right, upon the expiration of the period above named, or at any time thereafter, to enter upon and take possession of the premises; and all buildings, improvements, structures, and personal property then remaining thereon shall be, and become, the absolute property of the said Company, without any accountability to the tenant or any other person.

SIXTH, The tenant will pay the expense of recording this instrument, and any future agreements with reference to the premises.

SEVENTH, The word "tenant" when used herein, shall include the party of the first part, his heirs, executors, administrators, and any person who may enter upon said above described premises as his or their successor, licensee or assignee.

EIGHTH, originals of this agreement are executed simultaneously.

Signed, sealed and delivered

MOUNTAIN CITY MILLING CO.

in presence of:

Per T.F.Hunt, Pres. (L.S.)

W.L.McCarter,

R.C.McPherson, Sect.(L.S.)

J.T.Turner,

C.& W.C. Ry.Co, (L.S.)

L.W.McLemore,

A.W.Anderson, (L.S.)

R.S.Thompson,
(Four Witnesses)

Gen Supt.

State of S.C.

County of Greenville.

Personally appeared before me W.L.McCarter, and made oath that he saw T.F.Hunt Pres.

of R.C.McPherson Secy. sign, seal and as his act and deed deliver the within written agreement for the uses and purposes therein mentioned, and that he with J.T.Turner in the presence of each other, witnessed the due execution thereof.

SWORN to before me this 9 day of Nov. A.D.1904.

W.L.McCarter.

J.T.Turner, (SEAL)

Notary Public for S.C.

Recorded for December 13th, 1904.

Bond For Title

Aurelia T.Munn

State of South Carolina

To

County of Greenville.

Wm.Martin.

KNOW ALL MEN BY THESE PRESENTS:

That Aurelia T.Munn of said County is held and firmly bound unto Wm.Martin in the sum of Seven Hundred and fifty Dollars to be paid to said Wm.Martin, his executors, administrators or assigns, or which payment well and truly to be made I do hereby bind myself heirs, executors, administrators and assigns.

Executed this 28th day of December, A.D.1904.

Whereas the aforesaid Aurelia T.Munn has agreed to sell to the said Wm.Martin a certain lot or tract of land in the County of Greenville, State of South Carolina, in the City of Greenville, on Green Avenue, beginning on a corner of said Avenue, thence with line of Green Moore ninety feet to a corner of Perry Parks, thence with Parks line forty feet to a stake; thence at a right angle ninety feet to said Avenue, and thence along said Avenue forty feet to beginning. For a further description see deed recorded in R.M.C. office in Book N.M.N., page 321 on condition that he shall pay therefor the sum of Three hundred seventy-five Dollars in the following manner: Fifty dollars down and twenty five dollars semi-annually hereafter until the full purchase price is paid with interest on same from date at eight percent per annum until paid, to be computed and paid annually, and if unpaid to bear interest until paid at same rate as principal, and in case said sum be collected by attorney, or through legal proceedings of any kind, he agrees to pay the sum of Thirty dollars for Attorneys fees, and said Wm.Martin having given his note for the amount due as aforesaid.

NOW, the condition of this obligation is such that the said payments be made promptly, and all taxes and charges on said land be paid when due by the said Wm.Martin.