

M. M. M.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Personally came before me M.E.Gettys, who being duly sworn said that he was present and saw T.M.Alexander sign, seal and as his act and deed execute the foregoing instrument, and that he with May Alexander witnessed the same, sworn to and subscribed before me this the 19 day of July, 1905.

T.D.Daniel (L.S.)

Not.Pub. S.C.

XXXXXX

496

(Lease)

STATE OF SOUTH CAROLINA

COUNTY OF CHEROKEE

KNOWN ALL MEN BY THESE PRESENTS that I.O.G.Holland, of the State and County aforesaid, in consideration of the sum of five dollars (\$5.00) to me paid, before the sealing and delivery of these presents by the CAROLINAS MONAZITE COMPANY, the receipt whereof is hereby acknowledged, and other and further good and valuable considerations have been assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over unto the CAROLINAS MONAZITE COMPANY, a corporation duly organized under the laws of the State of New Jersey, its successors and assigns to its use, and their own proper use and benefit, a certain indenture of lease as follows, to wit:- Lease bearing date the 24th day of Jan. 1905 made by R.H.Jacobs to W.P.Chiles and recorded in the office of R.M.C. for Greenville County on the 4th day of Feb. 1905 in book M.M.M. page 301.

TO HAVE AND TO HOLD, all my right, title, interest and privileges in and under the aforesaid indenture of lease unto the said CAROLINAS MONAZITE COMPANY, its successors and assigns during all the rest, residue and remainder of the respective term or terms mentioned in the aforesaid indenture of lease, subject never-the-less to the covenants, royalties conditions, and provisions therein also mentioned, in witness whereof I have hereunto set my hand and seal this the 10th day of July, 1905, in the presence of:

M.E.Gettys, O.G.Holland (L.S.)

Daisy Myers,

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Personally came before me M.E.Gettys who being duly sworn that he was present and saw O.G.Holland sign, seal and as his act and deed execute the foregoing instrument, and that he with Daisy Myers witnessed the same.

Sworn to and subscribed before me this the 19 day of July, 1905.

T.D.Daniel (L.S.)

Not.Pub. S.C.

RECORDED 20 day of JULY 1905

M. M. M. 497

STATE OF SOUTH CAROLINA, LEASE AND OPTION
COUNTY OF GREENVILLE, To
Aurelia T. Munn,
J.H.Gillard.

Article of agreement made and entered into between Aurelia T. Munn, party of the first part, and J.H.Gillard, party of the second part, witnesseth:- that the party of the first part leases unto the party of the second part for the period, the following described house and lot situate, lying and being in the City of Greenville in the County and State aforesaid:- Beginning at iron pin on Leach St. corner, of lot # 16; thence along Leach St. N. 18 1/2 E. eighty feet (80) feet to iron pin corner of lot #15; thence S. 71 1/2 E. one hundred and ninety five (195) feet more or less to the beginning corner, containing 16000 square feet, more or less, being lot #15 as represented on a plat of lands on Perry Avenue, Leach and Douthit streets made for Mrs. Margaret Phillips by W.A.Hudson, D.S. May 20th 1905, this the same lot of land which was conveyed to me by said party of the first part by said Margaret E. Phillips, deed dated 1905, that the party of the second part agrees to pay as rent to the party of the first part on the twentieth day of each calendar month, first payment being due and payable on the twentieth day of September A.D. 1905, the sum of fifteen (\$15.00) dollars and to keep the buildings insured, the insurance policy to be in the name of the party of the first part, and to pay all taxes on said property, and to make all necessary minor repairs on said house and other buildings and the party of the first part is excused from having to make any repaires, that the party of the second part shall have the right to purchase said house and lot, provided he shall have regularly paid all taxes, insurance premiums and the rents as the became due, under the following terms to wit:- on the twentieth day of July, after having paid the rent to date, on the said 20 day of July, 1905 by paying the sum of nine hundred dollars; Or the option to purchase, on the 21st day of June 1907 (two years from date) by paying the sum of seven hundred and ninety two (\$792.00) DOLLARS; or on the 21st day of July, 1908 (three years after date) by paying the sum of six hundred and seventy five dollars and forty cents (\$675.40); or on the 21st day of July A.D. 1909 (being four years from date) the sum of five hundred and forty nine and 45/100 (\$549.45) dollars said monthly payments being fifteen (\$15.00) DOLLARS, that upon the payment of the said sums of money herein stipulated the party of the second part shall have a good and sufficient deed to the said premises, provided said sums are paid within the times herein provided. This contract is intended to give to the said party of the second part the right or option to purchase said house and lot on the basis of one thousand Dollars for the purchase price and in the event the party of the second part shall purchase the said property, then the rents paid are to be applied toward the payment of the purchase price with interest on the said purchase price at the rate of eight per cent. per annum; and the sums herein stated as the price to be paid for said property, are calculated by allowing proper discount for the rents which must have been previously paid when due, applied to the payment of the interest and principal without expence to the party of the first part for taxes, insurance or repairs. That time is of the essence to this contract, and if the party of the second part be in default in payment of any monthly payment for rent or other charges for a period of sixty days, then he shall forfeit his option to purchase and all payments made shall be taken and construed to be as rent for said premises, and the lessor, the party of the first part shall have the right to issue a distress warrant for any arrears of rent, when the monthly payments are sixty days in default, and to sue the said party of the second part for non-payment of rent, should he fail to pay his monthly payments of fifteen (\$15.00) dollars each month as aforesaid, the party of the second part shall have the right at any time before the expiration of the option to purchase or option to purchase said property on the said basis of one thousand Dollars for the purchase price.