

Q. Q. Q.

The State of South Carolina,

This indenture made this the 19th, day of April in the year of Our Lord One thousand nine hundred and six, between T.J. Cureton, Peter F. Cureton and John A. Cureton, of the County of Greenville and State of South Carolina, of the first part and James W. McKinney of the City of Philadelphia, State of Pennsylvania, party of the second part, WITNESSETH: that the said parties of the first part for and in consideration of the sum of one dollar to them in hand paid and other valuable considerations to them in hand paid, the receipt whereof is hereby acknowledged and of the covenants and agreements hereinafter contained hath demised and leased and by these presents do demise and lease to the said party of the second part, his heirs executors, administrators and assigns, for the objects and uses hereinafter specified the following lands and premises supposed to contain valuable deposits of minerals, to wit: all that piece, parcel or tract of land situate, lying and being in the County of Greenville and State of South Carolina, on Middle Tyger River, in Highland Town-ship, containing twenty-five acres, more or less, and has the following marks, bearings and distances, to wit: Beginning on a stone 3 X 6m, on Eastern bank of Middle Tyger River; thence S 85 E. 1246 feet to a W.O. stump 3 X 6m; thence S 3 E. 965 feet to a stone 3 X 6m; thence S. 84-3/4 W. 891 feet to a stone 3 X 6m on Middle-Tyger River; thence up the meanders of said River 1201 feet to the beginning corner and adjoining lands of H.P. Moore, A.C. Howell and others. Also all that piece, parcel or tract of land situate, lying and being in the Counties of Greenville and Spartanburg and on the waters of Middle Tyger River, the same being a part of the Milton Underwood place and bounded by lands of H.C. Moore on the South, J.B. Underwood on the East, and Elizabeth Watson, deceased on the North, and Middle Tyger River on the West, containing forty-two acres, more or less, TO HAVE AND TO HOLD, all and singular the said lands and premises for and during the full term of one year from the date hereof, for the purpose of searching for mineral and fossil substances and of carrying on and conducting mining, quarrying and Manufacturing operations thereon to any extent. And the said parties of the first part do for themselves, their heirs, executors, administrators and assigns hereby covenant to and with the said party of the second part his heirs executors, administrators and assigns that the above granted premises are free and clear of any and all manner of incumbrances and that they will keep and maintain the same so free and clear of incumbrance unto said party of the second part during the continuance of this lease, and that in default thereof the said party of the second part his heirs and assigns may at their option pay off and discharge any incumbrance thereon, and any sum of money by them so laid out and expended shall be credited and allowed to them on account of the sum then or next thereafter accrued for and on account of minerals or other valuables mined and carried away from said premises by virtue thereof. And the said parties of the first part for themselves and their heirs, executors, administrators and assigns further contract and agree that the said party of the second part his heirs, executors, administrators, and assigns for the object aforesaid shall have the right at all times during the term of this lease to enter upon said land and dig, excavate, and sink shafts thereon and mine, remove, carry away and dispose of any and all minerals and fossil substance found and secured by means thereof. They may also erect thereupon operate alther and remove any and all such buildings and machinery as they may deem necessary and expedient, they may also construct thereon and use any plan of road foot and carriage way whenever and wherever deemed expedient; they may also fell use and consume all such lumber and fire wood and timber as may be required in actively carrying on said mining and manufacturing operations; they may also freely use conduct and utilize any waters streams and water power upon or coursing through said premises (provided that no un-necessary damage shall be done to said land or water power); they may also remove from said land any and all buildings and machinery which they may have erected upon said land or used in the mining operations herein set forth at the expiration of this lease. And the said party of the second part his heirs, executors, administrators and assigns in the consideration of the presents hereby covenant and agree to keep a just and true account of all minerals mined recovered and secured to them and remove and carry away from said premises and to render half yearly accounts thereof to said parties of the first part, their heirs executors administrators and assigns, and to yield and pay to the said parties of the first part their heirs executors, administrators and assigns, on or before the twentieth day of october 1906, and the twentieth day of April 1907 a stipend or royalty of twenty five per cent of the net proceeds of said minerals and fossil substances.

In witness whereof the said parties of the first part and the said party of the second part have signed their names and affixed their seals hereto on the day and date first above written Executed in duplicate

Witness

J.R. Martin

M.F. Ansel.

The State of South Carolina,
Greenville County.

Personally appeared before me J.R. Martin and made oath that he saw the within named T.J. Cureton, Peter F. Cureton, and John A. Cureton and James W. McKinney sign, seal and as their act and deed deliver the within lease; and that he with M.F. Ansel witnessed the execution thereof

Sworn to before me this 19th., day of April, A.D. 1906.

M.F. Ansel

Not. Pub. S.C.

The State of South Carolina, Greenville County. (RENUNCIATION OF DOWER)

I, J.R. Martin a Notary Public for S.C. do hereby certify unto all whom it may concern, that Mrs Gracie Cureton, wife of the withing named Thomas J. Cureton, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release, and forever relinquish unto the withing named James W. McKinsey, his heirs, successors and assigns, all her interest and estate, and also all her right and claim of Dower, of, in, or to all and singular the premises within mentioned and released.

Given under my hand and seal this 19th day of April Anno Domini, 1906.

J.R. Martin (L.S.)

Notary Public, S.C.

Recorded this 19th., day of April 1906.