

me J. P. Mossley, and made oath that he saw the within named J. C. Hamman and E. F. Hamman, sign, seal, and as their act and deed, deliver the within written deed; and that he with G. W. Hammon, witnessed the execution thereof.

Sworn to before me this 24th day of April, A. D., 1883.
 Thos. L. Woodside,
 Not. Pub.

J. P. Mossley.

Registered and certified 27th April, 1883.

A. A. Underwood,
 Octavia Underwood,
 to
 W. H. Charles et al.

Lease:

This Indenture made this the third day of April, in the year One Thousand

Eight Hundred and Eighty three, between J. J. Underwood and wife, Octavia Underwood, of the County of Spartanburg, and State of South Carolina, parties of the first part, and W. H. Charles, David Jackson and J. J. Cureton, parties of the second part, witnesseth - that the said parties of the first part for and in consideration of One Dollar to us in hand paid, the receipt and payment whereof is hereby acknowledged, and of the covenants and agreements hereafter contained, has demised and leased, and by their presents do demise and lease to the said parties of the second part, W. H. Charles, David Jackson and J. J. Cureton, their heirs and assigns, for the object and use hereafter specified, and no other, the following land and premises, supposed to contain valuable deposits of minerals, to wit: all that certain tract of land, situated in the County of Spartanburg, and State of South Carolina, bounded and described as follows adjoining James Goodlett, J. W. Jackson's heirs, W. T. Underwood, Milton Underwood, containing forty four acres, more or less.

To have and to hold the said land and premises for and during the full term of Thirty years for the purpose of searching for minerals 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 bind their heirs and assigns, hereby covenant to and with the said parties of the second part

their heirs and assigns, that the above granted premises are free and clear of any and all manner of incumbrance, and that they will keep and maintain the same unto said parties of the second part during the continuance of this lease, and that in default thereof the said parties of the second part, their heirs and assigns, may at their option pay off and discharge any incumbrance and interest, 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 valuable mined and carried away from said premises by virtue hereof. And the said parties of the first part, their heirs and assigns, further contract and agree that the said parties of the second part, their heirs and assigns, for the objects aforesaid, shall have the right at all times during the term of this lease to enter upon said lands, and dig, excavate and sink shafts thereon, and mine, remove, carry away, and dispose of any and all minerals and fossil substances found and secured by means thereof. They may also erect thereon, operate, alter and remove any and all such buildings and machinery as they may deem necessary or expedient. They may also construct thereon, and use any plan of roads, foot and carriage way whenever and wherever deemed expedient. May also fell, use and consume all such lumber and firewood 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. And the said parties of the second part, their heirs and assigns, in consideration of the premises hereby covenant and agree to keep a just and true account of of all minerals mined, recovered and secured to them, and removed and carried away from said premises, and to pay to the parties of the first part, their heirs and assigns, one-tenth of the net profits found quarterly on the first day of January and July during the continuance of this lease, and also one-seventh of the net profits of deposit mine.

And the said parties of the first part, their heirs and assigns, further contract and agree that the said parties of the second part, their heirs and assigns, shall have the right and election to purchase the above bounded and described lands at any time during the first two years of this lease for the amount of Two Thousand Dollars.

In witness whereof we have hereunto set our hands and
seals day and date before written.

Attesting Witnesses:

James P. Moseley,

Anna Ward,

J. J. Underwood, *[Signature]*

Octavia Underwood, *[Signature]*

State of South Carolina,
County of Greenville }

Personally appeared before me James P. Moseley, and
made oath that he saw the within named J. J. Under-
wood and Octavia Underwood, sign, seal, and as their
act and deed, deliver the within written deed; and that
he with Anna Ward witnessed the execution thereof.
Sworn to before me this 24th

day of April, A. D., 1883.

Thos L. Woodrife

Not. Pub.

James P. Moseley.

Registered and Certified 27 April, 1883.

M. D. Breshears

and

Rhoda Breshears

to

W. H. Charles *and* Others.

Lease:

This Indenture made
the 2^d day of April,
in the year One Thou-
sand Eight Hundred

and Eighty-three between M. D. Breshears and Wife, Rhoda
Breshears, of the County of Spartanburg and State of
South Carolina, parties of the first part, and W. H.
Charles, S. J. Curston and David Jackson, parties of
the second part

Witnesseth = That the said party of the first part
for and in consideration of One Dollar to us in hand
paid, the receipt whereof is hereby acknowledged, and
of the covenants and agreements hereafter contained, has
demised and leased, and by these presents does de-
mise and lease to the said parties of the second
part, their heirs and assigns for the objects and
uses hereinafter specified, and no other, the follow-
ing lands and premises supposed to contain valua-
ble deposits of Mineral, to wit: all that certain tract
of land, situated in the County of Spartanburg, and
State of South Carolina, bounded and described
as follows: adjoining lands of Hiram Clayton