

This indenture of Lease between Cyrus P Mendenhall Esq- of the town of Greensboro and County of Guilford, State of North Carolina, of the first part, and A. W. Pounce and Seneca Kuhn Esqs - of the said County, of the second part;

Witnesseth; That the said party of the first part, hath let and by these presents doth grant, demise and to farm let, unto the said parties of the second part, all that tract of land belonging to the said party of the first part known as the "West Green Nurseries" and the "Armfield Place" situated near the town of Greensboro, in said County of Guilford and State of North Carolina, being by estimate Seven Hundred and fifty (750) acres or thereabouts with all the appurtenances, therunto belonging, for the term of fifteen years, from and after the fifteenth (15<sup>th</sup>) day of October A. D. 1865, for the yearly sum or rental of One Thousand Dollars (\$1000.00) to be paid in equal semi-annual payments; And it is agreed that if any two of the semi-annual payments, shall become due and be unpaid, said lease shall become invalid and null, and then it shall be lawful for the said party of the first part, to re-enter the said premises and to remove all persons therefrom; And it is further agreed that the said party of the first part shall allow to said parties of the second part, a just and reasonable sum for all positive and actual improvements in the value of the freehold which the said parties of the second part may make, for all necessary buildings and repairs and all other positive improvements, the value of the same to be assessed and determined, by three honest and reliable men, one of whom shall be chosen by each of the parties, and the third by the two thus designated; - And it is also agreed, that in case the said parties of the second part, shall erect upon

the premises aforesaid any buildings, or other fixtures that may not be deemed necessary or valuable to the freehold the said party of the first part, upon the expiration of the lease, shall allow the said parties of the second part, a reasonable compensation therefor, or in lieu thereof, shall permit the said parties of the second part to remove said buildings or fixtures from the premises without let or hindrance; - And it is further agreed that the building known as the "Beetton Rectory" and ten acres of land adjoining thereto is reserved from the terms of this lease and is not affected thereby, And the said parties of the second part do hereby covenant and agree to pay to the said party of the first part the said annual rent, in equal semi-annual payments upon the fifteenth day of April and the fifteenth day of October of each year, during the said term; and that at the expiration of this term, the said parties of the second part will quit and surrender, the premises hereby demised in as good state and condition, as the reasonable use and wear thereof will permit, damage by the elements excepted. And it is further agreed that the said party of the first part shall be allowed fruits of the larger kinds as apples and peaches, for the use of his own family only and subject always to the consent and control of the said parties of the second part; And it is further agreed that the stock of "Greenhouse Plants", shall not be so depleted as to be of less value, at the time of the expiration of the lease, than at the present time. It is also agreed by the said party of the second part, that no manure made on the premises shall be removed therefrom during the term of the lease; And that no timber shall be removed from the premises except by the consent of the said party of the first part. It is also agreed by the said parties of the second part, that

The stock of fruit and Ornamental trees in Nursery at the expiration of the term of this lease shall not be of less value than that now upon the premises, and that no woodland shall be cleared merely for Cultivation except by consent of said party of the first part.

And the said Party of the first part doth Covenant, that the said parties of the Second Part, on paying the said Yearly rent and performing the said Covenants aforesaid, shall and may peaceably and quietly have hold and enjoy the said demised premises, for the time aforesaid.

In witness whereof we have hereunto set our hands and seals this Second day of November A. D. 1865 at Greensboro, County of Guilford, State of North Carolina

Signed sealed and delivered

Lejrus B. Mendenhall

in presence of

A. W. Tourgee

A. H. Staples  
of Greensboro

Seneca K. Adams



