

That at the termination of said lease or other sooner determination of some than that fixed herein, the said Foster will quit and surrender said premises in the same physical status as they now are, and in as good condition as he takes them, reasonable wear and tear thereof from reasonable use excepted, provided, however, should said premises be so injured or destroyed from any cause as to render them unfit for occupancy, then the said Rhodes may at her option declare this lease at an end.

Witness our hands and seals the day and year above written.

Signed, sealed and delivered

in the presence of:

Ella V. Rhodes (Seal)

Grady L. Foster (Seal)

B.A. Morgan,

W.T. Henderson.

Personally comes before me, B.A. Morgan who on oath says that he saw the foregoing Ella V. Rhodes and Grady L. Foster sign, seal and as their act and deed, deliver the foregoing Lease, and that she with W.T. Henderson witnessed the execution of the same.

Sworn to and subscribed before me

this 1st day of April 1922.

J.P. Ballenger (Seal)

B.A. Morgan

Notary Public, South Carolina.

Recorded June 6th, 1922.

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State of South Carolina,
County of Greenville.

This Agreement made and entered into this the 1st day of April 1922, by and between Ella V. Rhodes, Landlord, of the one part, and Grady L. Foster, Tenant, of the other part, Witnesseth:

That the said Ella V. Rhodes, has hereby let and rented to the said Grady L. Foster, and he has hereby hired and taken from her, the first and second floors of that certain store room, known as a part of the Babb Building, being the Southern Store room in said building, and situate on the East side of North Main Street, between Coffee and North Streets, in the City and County of Greenville, South Carolina for the term of one year from the 1st day of April 1922, that is to say, from April 1st, 1922, to the last day of March, 1923, both inclusive, with privilege to renew for another year on the same terms.

For the use and occupation of said premises, the said Foster agrees to and will pay at the end of each and every consecutive month, during the period mentioned, the sum of Three hundred and fifty dollars as rent therefor.

It is further agreed that the said Foster may remove the partition walls on the second floor of said premises so as to throw the said second floor into one room, provided, however, he shall at his own expense replace said walls, doors and all and every part of said building so removed and put and leave the same in as good condition as they now are.

In order to secure the performance of this part of said agreement, the said Foster hereby agrees and will give to the said Rhodes a good and satisfactory bond in the sum of \$2,000.00, conditioned upon his complying with said agreement.

It is further agreed that upon the said Foster paying the rent when due, and the keeping and performing by him of all of the terms and conditions herein stated, he may have and hold peaceable possession of said premises for the term aforesaid; but upon his failure in any of the same, the said Rhodes may declare this lease at an end, and may re-enter and take possession of and remove all persons therefrom.

That said premises shall not be sub-let nor this lease assigned without the written consent of the said Rhodes.

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