FOR. 557

FORM 2

LEASE

THE STATE OF SOUTH CAROLINA,
County of Greenville.

Hoyt J. Hudson lessor,

in consideration of the rental hereinafter mentioned, have granted, bargained and released and by these presents do grant, bargain, and lease unto

H. Hoke Smith lessee,

~~for the following use, viz.~~ that certain store house and filling station located about 3½ miles from Greenville Court House on Laurens Road on lands now owned by H. Hoke Smith and the land or premises where said store ~~the~~ house and filling station are situate and necessary for the operation of said store and filling station.

for the term of 28 months, beginning January 1st - 1941

and the said lessee

in consideration of the use of said premises for the said term, promises to pay the said lessor the sum of ($20.00) Twenty and no/100 - - - - - Dollars

per month payable 1st day of each month beginning January 1st - 1941

The lessee hereby agrees to take the building just as it stands unless otherwise agreed upon in writing, and the lessee only require of the lessor the use of the premises for the business mentioned but no other. The lessor to repair the roof should it leak, it is also fully agreed that the roof is considered sound and the lessor not to pay any damages from leaks should any occur. Use of the premises for any business other than herein called for shall cancel this lease if the lessor so desires and give notice of same in writing.

If the business is discontinued or the premises vacated before the expiration of the lease then the whole of the unexpired time becomes immediately due and payable.

Outside signs to be erected that may connect with the parapet or any other outside part of the building must be consented to by the lessor before being erected.

To Have and to Hold the said premises unto the said lessee his executors and administrators for the said term. ~~It is agreed by the parties hereto that this lease shall continue from year to year on the same terms, unless the party desiring to terminate it after the expiration of the term above mentioned give to the other party~~ months written notice previous ~~to the time of the desired termination, but~~ the destruction of the premises by fire ~~or making it unfit for occupancy or other casualty, or~~ or other casualty of ~~months arrear of rent,~~ shall terminate this lease, ~~if the lessor so desires.~~ The lessee agree to make good all breakage of glass and all other injuries done to the premises during the term, except such as are produced by natural decay and unavoidable accidents, and agree to make no repairs, improvements or alterations in the premises without the written consent of the lessor ~~nor sub-rent without the lessors written consent.~~

~~The lessee hereby acknowledges having a duplicate of this lease.~~

Witness our hands and seals the 1st. day of January 1941.

Witness:

Mrs. Mildred L. Smith.
Robert J. Ashmore

Hoyt J. Hudson (SEAL)
H. Hoke Smith (SEAL)
(SEAL)

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

PERSONALLY, comes Mrs. Mildred L. Smith.

and makes oath that she saw the within named Hoyt J. Hudson and H. Hoke Smith sign and seal the within written instrument, and that she with Robert J. Ashmore witnessed the execution thereof.

Sworn to before me this 1st. day of January 1941.
Robert J. Ashmore (L. S.)
Notary Public, S. C.

Mrs. Mildred L. Smith.

S. C. Stamps $ and 24 cents

Recorded JAN 3 1941 19 at 12:07 o'clock P. M.