

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

## LEASE

THIS INDENTURE made this 15 day of March, 1940 between Sunie Foster Ferguson and Mary Alice Ferguson, hereinafter referred to as the lessor, and V. M. Trammell, hereinafter referred to as the lessee, WITNESSETH:

That the lessor, for an in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the lessee, his heirs and assigns, has demised and leased to the lessee the following described premises, to-wit:

That lot of land on the corner of Wardlaw and Rhett Sts. in the City of Greenville, being on the east side of Rhett St. and the South side of Wardlaw St., fronting 87 feet on Rhett St. and 150 feet on Wardlaw St. and being the same tracts of land conveyed to the lessor herein by deed recorded in R. M. C. Office for Greenville County in Vol. 205 pages 207 and 211, being referred to as Tract # 1 in Vol. 205-207 and Tract # 3 in Vol. 205-211, Tract #1 and Tract # 3 together making up the premises leased herein.

To have and to hold the above described premises unto the said lessee, his heirs and assigns from the 1st day of April, 1940, for and during and until the 31st day of March, 1943, unless such term is before then terminated.

And the lessee, in consideration of the leasing of the premises aforesaid by the lessor, does covenant and agree with the lessor, their heirs, executors, administrators and assigns to pay to the said lessor, as rent for the said premises, the sum of Forty (\$40.00) Dollars per month, this rent to be paid in advance and on the first day of each month.

And it is further agreed that unless sixty (60) days notice in writing be given, previous to the expiration of the period specified herein, by the lessor to the lessee, of their desire to have possession of the premises, or to change the conditions of the lease after the expiration, or like notice be given by the lessee to the lessor of his intention to vacate the premises after such expiration; then it is expressly agreed that this lease will be considered as extended and binding in all its provisions for one year after such expiration; and so to continue from year to year until such notice shall be given by either party sixty (60) days previous to the expiration of such extended term. And it is further agreed that if the lessor shall give the above required notice, and shall desire to rent the premises to some third party, then the lessee, his heirs or assigns, shall have the privilege of leasing said premises at the same rental for which the lessor would be willing to rent to any other person; but if the lessee, his heirs or assigns shall not exercise said option within ten (10) days after notice in writing from the lessor, their heirs or assigns, of their desire to rent to another, then the lessor shall have the right to lease the premises to any person he sees fit without any further consideration for the lessee.

It is further agreed that the lessor shall have the right to put up notices for rent, and to show said premises at reasonable hours, for 45 days prior to the expiration of this lease.

It is further agreed that the lessee will not underlet the premises, or any part thereof, or assign this lease, without the written assent of the lessor first had and obtained thereto.

It is further understood and agreed that if two (2) months rent shall at any time be in arrear and unpaid the lessor shall have the right to annul and cancel this lease, and it shall be lawful for them to re-enter and forthwith repossess all and singular the above leased premises without hindrance or prejudice to their rights to distrain for all rent unpaid at such time. And further upon breach of any condition contained herein by the lessee the lessor shall have the right to annul and terminate this lease.

In the event of the bankruptcy or insolvency of the lessee, it is expressly understood that this lease shall not become part of the bankrupt estate, but that the lessor may terminate and annul the lease on such insolvency or bankruptcy.

It is further understood and agreed that if the lessor should sell the premises or any part of them before March 31, 1941 then they are to pay to the lessee herein the sum of Five hundred (\$500.00) Dollars and the lessee is to have any improvements made on the said premises that can be removed by him. If a sale is made on or after March 31, 1941 and before March 31, 1943, the lessor is to pay to the lessee the sum of Two hundred and fifty (\$250.00) Dollars, and the lessee is to have the improvements as stated above. In the event the lessor terminates the lease in this way sixty (60) days notice in writing is to be given the lessee and the payments provided above are conditioned upon a termination of the lease upon the sale. If the lessor does not desire to terminate the lease on the sale then the payments above referred to need not be made.

It is further understood and agreed that the lessee may terminate the lease at any time by giving sixty (60) days notice in writing to the lessor, or by paying two months rent in advance and at such time notifying the lessor of his desire to terminate the lease. In such event