

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

This Lease made and entered into at Greenville, South Carolina this fifteenth day of November, 1943, by and between Oscar Hodges, Jr., as Trustee, for Vardry McBee and Annie McBee Moore, and Vardry McBee and Annie McBee Moore, individually, hereinafter designated as parties of the First Part, and W. R. McAlister hereinafter designated as part of the Second Part, WITNESSETH:

The Parties of the First Part agree to lease and do hereby lease unto the Party of the Second Part, the undivided two thirds interest of Vardry McBee and Annie McBee Moore in and to the Virginia Hotel property situate in the City of Greenville, County and State aforesaid bounded by Coffee Street, Laurens Street and Buncombe Street, reserving and excepting, however, from the operation of this lease the store rooms and barber shop on the first floor under said hotel, for a period of five years beginning November 15th, 1943 and expiring November 15th, 1948, with the option of the Party of the Second Part to renew this lease upon the same terms and conditions for an additional period of five years beginning November 15, 1948 and ending November 15th, 1953. It being understood and agreed that if the party of the Second Part elects to exercise said option for said extended period he shall notify the parties of the First Part, in writing, thirty days or more before November 15th, 1948 of his intention to exercise such option.

As rent for the use and occupancy of said premises, the party of the second part hereby agrees to pay \$400.00 per month, payable at the end of each month, the first monthly payment of rent to be made December 15th, 1943. It is agreed that said monthly rental payments, as they severally mature are to be made to Oscar Hodges, Jr., as Trustee for the use and benefit of Vardry McBee and Annie McBee Moore.

It is understood and agreed that the within lease shall in no way extend to or effect the undivided one third interest of H. B. McBee in said property and that as to the said one third interest of H. B. McBee in said property the Party of the Second Part shall continue to hold and enjoy same under and by virtue of the separate lease as to said interest now in force and effect between the Party of the Second Part and the said H. B. McBee and by reason of his said lease to the Party of the Second Part rental payments shall be made by the Party of the Second Part to H. B. McBee, individually.

It is further agreed that Oscar Hodges, Jr., as Trustee, shall be entitled to collect the rents from said store rooms and barber shop under said hotel and that the said Oscar Hodges, Jr., as Trustee, shall have full power and authority to rent, manage and control said store rooms and barber shop subject to existing leases, if any, this power and authority extending to the undivided one third interest of H. B. McBee therein which the Party of the Second Part has under lease from H. B. McBee.

From the rentals collected by the said Oscar Hodges, Jr., as Trustee, from said store rooms and barber shop he shall pay the carrying charges of said property which shall include interest on the present mortgage indebtedness on said property amounting to twenty two hundred, (\$2200.00) dollars, per year, state, county and city taxes on said property; fire insurance premiums for the amount of insurance now being carried on said property, he to pay the net amount of said premiums after deducting any dividends on said policies; one hundred fifty dollars, (\$150.00), per year to the Party of the Second Part for furnishing heat for the store rooms and barber shop, said payment to be made at the end of each year, the first payment to become due and payable November 15th, 1944.

In the event the rent realized by said Trustee herein from said store rooms and barber shop shall be insufficient to pay the carrying charges hereinabove listed, the Party of the Second Part shall contribute one third of such deficit every six months to said Trustee. In the event the rents realized from said store rooms and barber shop amount to more than enough to pay said carrying charges above listed, the said Oscar Hodges, Jr., as Trustee, shall remit unto the Party of the Second Part one third of such surplus every six months.

It is further understood and agreed that said Trustee, from the monthly rental of four hundred, (\$400.00), dollars realized by him for the rental of the interest of Vardry McBee and Annie McBee Moore in said hotel proper shall pay two thirds of the cost of exterior repairs to the entire hotel property, this including the hotel proper, store rooms and barber shop, and two thirds of the interior repairs to said store rooms and barber shop, and two thirds of the cost of replacement or repairs to the heating system, plumbing, steam pipes, water lines and fixtures used in connection with servicing the entire building, that is to say, the hotel proper, store rooms and barber shop. It is further agreed that the Party of the Second Part shall bear all expense of interior repairs to the hotel proper, this not to include the store rooms and barber shop, and one third of the cost of interior and exterior repairs to the store rooms and barber shop and one third of the cost of exterior repairs to the hotel proper; and one third of the expense in connection with the replacement of and repairs to the heating system, plumbing, steam pipes, water lines and fixtures used in connection with servicing and supplying the entire hotel property,

For Assignment to Mrs. Oscar See Book 259 (Mrs. book) at Page 413.