GREENVILLE CO. S. C.

STANDARD LEASE FORM OF THE GREENVILLE RENTAL ASSOCIATION VOL. 338 PAGE 495

MAR 16 2 13 PM 1948

OLLIE FARNSWORTH
R. M. C.

State of South Carolina,
County of Greenville

THIS INDENTURE made and entered into this the 15th day of March 1948 19 , by and between ~~[illegible]~~ Pink Davis ~~[illegible]~~ of the first part, hereinafter called the Landlord, and Milton E. McCain hereinafter called Tenant:

WITNESSETH:

The said Landlord has hereby let and rented to the said Tenant, and he has hired and taken from the said Landlord The vacant lot on New Buncombe Road North West of McCain Soda Shop and joining said Shop. Said Lot facing on said New Buncombe Road 70 feet and running back across the bed of the Old Paris Mountain Road.

for the term of Seventeen Months Beginning April 1st. 1948 and ending September 1st. 1949

to commence the day of , 19 , for which he is to pay the sum of Twenty-five $25.00 Dollars per month

Lessee agrees to pay in seventeen payments of $25.00 each on the 1st. day of each month.

It is further agreed that the said Tenant will pay all water and light bills, keep in repair at his own costs all water and sewer pipes and fixtures and accessories used in connection therewith and in the same manner keep in repair all light wires, conduits, fixtures and in like manner repair all parts of the premises that may get out of repair, except as is hereinafter stated.

It is further agreed that the aforesaid premises shall be used as as the tenant wants it used ~~[illegible]~~

It is further agreed that any and all damages done to said premises, or any part thereof, by the negligence and carelessness of the said Tenant, members of his family, servants, agents and employees, shall be borne and made good by the said Tenant and all glass broken while the premises are in possession of said Tenant shall be replaced by him.

It is further agreed that the said Landlord shall not be liable for any damage caused by water leaking through the roof, or otherwise, unless he shall not repair the same within a reasonable time after written notice so to do.

~~[illegible]~~

That the Landlord, his representatives, agents, prospective purchasers, prospective lessees, or assigns may from time to time enter for the purpose of viewing and showing said premises, and at any time within 90 days next preceding the expiration of this lease, may affix to some suitable part of the said premises a notice to rent or to sell the same, or any part thereof, and keep the notice affixed without molestation.

It is further agreed that the Tenant at the end of the aforesaid term, or upon a sooner determination of this lease, will quit and surrender the said premises in as good condition as he finds them, damage by ordinary and careful use thereof, and by the elements, excepted, provided, that if the buildings on said premises are so injured or destroyed as to render them unfit for occupancy, then this lease may be terminated by either party hereto.

It is further agreed that if the Tenant fails in business, gets into the hands of a Receiver, goes or is put in Bankruptcy, this lease may be terminated at the opinion of the Landlord.

It is further agreed that any rent coming due and not paid within thirty days after it is due, or if the Tenant violates any other agreement herein, then and in either event, the Landlord may at his option declare this lease at an end, re-enter and take possession of the said premises and remove all persons therefrom without suit or process, the Tenant waiving all notice. That time is of the essence of this indenture.

Upon the Tenant paying the said rent and at the times provided, and keeping and performing all other covenants and agreements on his part, the Landlord hereby covenants that he may have possession for the term aforesaid.

~~[illegible]~~

IN WITNESS WHEREOF, the parties hereto do in duplicate set their hands and seals, the day and year first above written, binding themselves, their executors, administrators, heirs, and assigns:

Signed, sealed and delivered in the presence of:

James M Coleman

W. E. McCain

Milton E. McCain (SEAL)

Pink Davis (SEAL)