

*Lease*

State of South Carolina } This indenture made  
Greenville County } On the 8th day of August  
1900 by and between J. J. Stewart, party of the first  
part, and S. H. Dark and D. A. Dewey, parties  
of the second part all of the County and State  
aforeaid. Witnesseth:

That in consideration of the rent hereinafter re-  
served and of the covenants hereinafter contained  
to be by the parties of the second part, their heirs  
and assigns, observed and performed, the  
said party of the first part hereby lets and  
rents to the parties of the second part the follow-  
ing property belonging to him and in that store  
room now used as a barber shop, billiard and  
pool room, and next to and south of the office  
of the New Minnow Hotel, and under said Hotel,  
and on the east side of Main Street, in the City  
and County of Greenville, State aforesaid, to wit:  
One & older oak barber case for four chairs;  
one shoe black stand; two bath tubs with com-  
mions for heating water; One marble top three basin  
washstand; one oil stove and small copperwater  
heater; one large French plate mirror; one small  
desk; three bottles and one bowl for each barber  
chair; one oak hat rack with glass in front;  
six sitting chairs; one half dozen hair and clothes  
brushes; two hundred towels; Three pool tables, said  
pool tables being newly covered; three sets numbered  
Burt, striped, Standard sized balls; twenty cues;  
one cue rack; two pool racks; clamp and all  
other appliances in the pool room. To have and to  
hold the foregoing articles and fixtures above described  
unto the parties of the second part, their heirs and  
assigns, for the term of one year, beginning the 1st  
day of August, 1900 <sup>through</sup> for which the parties of the second  
part, their heirs and assigns, covenant and  
will pay to the party of the first part the sum of  
two hundred and forty dollars per annum payable  
twenty dollars at the end of each month and  
the parties of the second part covenant to pay to the  
party of the first part the said rent and all the  
fifth time stated and at the expiration of the said  
term, to consider the said property to be held  
by the first part.

it now is, reasonable use and wear thereof permitted  
and damages by the elements when not due to the  
negligence of the parties of the second part excepted;  
and the said party of the first part covenant that  
the party of the second part on paying the rent as  
agreed upon and performing all other covenants  
herein shall peaceably hold and enjoy the said  
property for the term aforesaid. It is further agreed  
that any rent shall be due and unpaid or if de-  
fault shall be made in the payment of the rent  
when it shall be due or in the performance of any  
covenant herein contained then it shall be lawful  
for the party of the first part to seize and take possession  
of the property herein hired. It is further agreed that  
any fixture, piece of furniture, ornament appliance  
or improvement made or added to the articles above  
mentioned or to be used in the conduct of the business  
for which they are used, such property or improvement  
shall pass to the party of the first part free of cost  
at the termination of this contract. It is further  
agreed that the party of the second part shall not  
nor will encumber, lease, rent, let, demise, assign, transfer  
or make over any of the property herein above named  
or to pass under this lease, or this contract or lease  
to any person, firm or corporation without first obtaining  
the written consent of the party of the first part.

It is further agreed that the parties of the second  
part are to deposit with the party of the first part  
fifty dollars to be held by him during the life of this  
agreement or lease as security for their faithful and  
due performance of all conditions and covenants herein  
contained and in case the parties of the second part  
do not comply fully with all of the covenants and con-  
ditions herein contained it is agreed that the party of the  
first part shall take and have the fifty dollars so pledged  
as liquidated damages for the breach of this agreement.

In case all the conditions and covenants herein are  
fully complied with by the parties of the second part  
the party of the first part agrees to return the said  
sum of fifty dollars to the second parties at  
the expiration of this lease or agreement. To the  
best knowledge and belief of all and may also the two  
parties of the first part agree to pay to the second  
part the sum of one dollar for each day the said  
lease is broken or violated.