

VOL. 32. TITLE TO REAL ESTATE.

STATE OF SOUTH CAROLINA.,

COUNTY OF GREENVILLE.,

THIS MEMORANDUM OF AGREEMENT, made this the _____ day of March, 1915, by and between J. I. Westervelt and W. B. Smith, parties of the first part, hereinafter designated as Landlord, and M. A. Smith, party of the second part, hereinafter designated as Tenant,

WITNESSETH:

That the Landlord has hereby let, and rented to the Tenant, and he has hereby hired and taken from them, so much of the ground or first floor of the building known as #117 South Main Street in the City and County of Greenville, South Carolina, as is not now occupied by the Piedmont Publishing Company, and as is now occupied by the said Tenant, the building on the East side of said street, and lying between the McKay and Westervelt & Smith buildings, for the following term: Beginning the first day of June, 1915, and ending the 31st day of December, 1916, at the monthly rental of Seventy Dollars for each and every month from June 1st to December 31st, 1915, and at the monthly rental of sixty-five Dollars for each and every month for 1916, the monthly rental, respectively, to be paid on the first day of each and every month during said term.

It is further agreed that the Landlord will keep the premises in reasonable repair; that the Tenant will at his own expense repair all damages done or caused by him, and at the end of said term or sooner determination of this lease, surrender said premises in as good condition as when he received the same, reasonable wear and tear thereof excepted, provided, that if said premises are destroyed or so injured as to render them unfit for occupancy, this lease shall be thereupon terminated at the option of either party.

It is further agreed that this lease shall not be assigned nor the premises sub-let without the written consent of the Landlord.

The said Tenant and the Landlord further agree that if the tenant shall fail in or go out of business, or fail to pay the rent, or fail to keep any or all the terms or provisions of this lease, this lease shall thereupon at the option of the Landlord cease and determine, and the premises to be surrendered to them, and they may re-enter and take possession thereof.

The said Tenant agrees to pay the rent aforesaid and as stated and to keep and perform all the terms and conditions herein, and upon so doing, shall have peaceable possession of said premises, and will surrender the same at the termination of this lease or the end of said period.

In witness whereof the parties hereto do hereunto in duplicate set their hands and seals, binding themselves, their heirs and assigns, firmly by these presents.

The name "Dean" in the eighth line of the second paragraph erased, and the words "Westervelt and Smith" inserted before signing.

J. I. Westervelt (Seal)

W. B. Smith (Seal)

M. A. Smith (Seal)

Signed, sealed and delivered
in the presence of:
W. T. Henderson,
G. W. Wood,

SOUTH CAROLINA,
GREENVILLE COUNTY:

Personally comes before me W. T. Henderson who on oath says that he saw the within named J. I. Westervelt, W. B. Smith and M. A. Smith sign, seal and as their act and deed deliver the foregoing Lease, and that he with G. W. Wood witnessed the execution thereof.

W. T. Henderson,

Sworn to and subscribed before
me this 12 day of March, 1915.
T. F. Hunt (Seal)
Notary Public, S.C.

Recorded for March 12th, 1915.