

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE.

Agreement made and entered into by and between Pete Panagakos and N. D. Meros, on the one side, and George Kakagianes, on the other side witnessed:

As there has been some misunderstanding between the parties hereto, it is agreed that the said Pete Panagakos and N. D. Meros are not to open another retail stand of any kind on West Washington Street, and that the said George Kakagianes shall not have the right to open any wholesale place for the sale of ice cream.

Witness our hands and seal this August 17, 1916.

Witness:

A. K. Manos
James H. Price

his
Pete X Panagakos (SEAL)
mark
N. D. Meros (SEAL)
George Kakagianes (SEAL)

State of South Carolina
County of Greenville.

Personally comes before me A.K. Manos, who, on oath, says that he saw the within named Pete Panagakos and N. D. Meros and George Kakagianes sign, seal and as his act and deed deliver the within written instrument, and that he with James H. Price witnessed the execution thereof. Sworn to before me this Aug. 17, 1916.

James H. Price
Notary Public for S.C.

A. K. Manos.

Recorded August 17, 1916.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PETE PANAGAKOS and N. D. MEROS lessors in consideration of the rental hereinafter mentioned have granted, bargained, and released, and by these presents do grant, bargain, and lease unto George Kakagianes lessee the front part of the store room at 1020 W. Washington Street, city of Greenville, being the same store room belonging to J. H. Heyward, and the three rooms of the dwelling house in the rear if the store room, being the same rooms now occupied by the said George Kakagianes, for the term of five years, beginning November 1, 1916, and ending November 1, 1921, and the said lessee in consideration of the use of said premises, for the said term, promise to pay the said lessor the sum of Thirty (\$30.00) Dollars per month, payable on the first day of each and every calendar month. It is further understood and agreed that the stable on said premises shall be jointly used by the lessors and lessee during the continuance of this tenancy. It is understood and agreed that the water rent shall be settled by both lessors and lessee as they may hereafter agree. The said lessors now have a lease upon the entire premises, and they are now only leasing the part above specified, reserving to themselves the rear end of said store and three rooms in the dwelling house. Both parties are to make such necessary repairs upon part of the premises. It is understood and agreed that should J. H. Heyward refuse to allow lessors to sublease the premises, then the lessors will protect the lessee by allowing him equal rights upon the said premises with them,

To Have and to Hold the said premises unto the said lessee and his heirs & executors, administrators and assigns for the said term. It is agreed by the parties hereto that this lease shall continue from year to year on the same terms, unless the party desiring to terminate it give to the other party two months written notice, previous to the time of the desired termination, but the destruction of the premises by fire or other casualty, or two months arrear of rent, shall terminate this lease. The lessee agree to make good all breakage of glass, and all other injuries done to the premises during the term, except such as are produced by natural decay and unavoidable accidents, and agree to make no repairs, improvements or alterations in the premise without the written consent of the lessor.

Witness our hands and seals, the 17th day of August, 1916

Witness. A. K. Manos
James H. Price

his
Pete X Panagakos (SEAL)
mark
N. D. Meros (SEAL)
George Kakagianes (SEAL)

State of South Carolina
County of Greenville.

Personally comes A.K. Manos and makes oath that he saw the within named Pete Panagakos & N. D. Meros & George Kakagianes sign and seal the within written instrument, and that he with James H. Price, witnessed the execution thereof.

Sworn to before me, this 7th day of Aug. 1916.

James H. Price (L.S)
Notary Public, S.C.

A. K. Manos.

Recorded August 17, 1916.

(THIS SUPPLEMENT AGREEMENT, made and entered into this 1st day of August, 1916, by and between Southern Railway Company, a corporation organized and existing under and by virtue of the laws of the State of Virginia, hereinafter for convenience styled the Railway Company, party of the first part, and

Mills Manufacturing Company, a corporation organized and existing under and by virtue of the laws of the state of South Carolina, party of the second part,

WITNESSETH: That

Whereas, under and by virtue of a certain agreement, in writing, heretofore made and entered into by and between the parties hereto, bearing date of September 23, 1895, to which reference is hereby made for certainty as to the terms thereof, the Railway Company constructed as industrial spur track 2950 feet in length, at or near Greenville, in the State of South Carolina, to serve the business of the party of the second part, which said industrial track the Railway Company has, since its original construction extended to a total length of 3258 feet; the Railway Company, moreover, having constructed, since the construction of said original track, a subsidiary side-track, 283 feet in length, springing from the said original spur at survey station 27 x 20 thereon; 85 feet of the southerly end of said side-track being laid upon a coal trestle; all of which is substantially as shown upon the blue-print map hereto attached: and

WHEREAS the party of the second part now desires to have an extension of 40 feet constructed to the southerly end of the said subsidiary side track and trestle, as indicated in "red" on said attached blue-print map, which the Railway Company is willing to construct, upon these terms and conditions hereinafter mentioned:

NOW, THEREFORE, in consideration of the premises, and of the covenants of the party of the second part, hereinafter expressed, the Railway Company hereby agrees that it will, at its own cost and expense, lay, construct and operate, for the purpose of affording unto the party of the second part additional facilities for the shipment of its freights, in carload quantities, over the lines of the Railway Company and its connections, an extension of 40 feet to the southerly end of said subsidiary industrial side track and trestle, making the total length of said track 323 feet, and the total length of said trestle 125 feet; ALL being substantially as shown upon the blue-print map of survey, date August 10, 1915, hereto annexed and made a part of this agreement.

And the Party of the second part hereby covenants and agrees, in consideration of the advantage to be by it derived from the construction and operation of said extension:

1. That it will, and hereby does, give and grant unto the Railway Company the right to construct, maintain and operate the said extension, proposed to be constructed hereunder, upon the land of the party of the second part as indicated upon said attached blue-print map, as well as the right to maintain and operate upon the said land the said existing subsidiary industrial side-track, and the extension heretofore constructed to the said original industrial spur track, hereinbefore mentioned and described; it being understood that the party of the second part does not hereby convey any title to any land to the Railway Company, but only an easement as aforesaid, the title to said land to remain in the party of the second part, and the title to said tracks in the Railway Company.

2. That the terms, conditions, stipulations and provisions set forth in the said agreement of September 23, 1895, heretofore made and entered into by and between the parties hereto, governing and controlling the maintenance, operation and ownership of said original industrial track, constructed thereunder, shall also govern and control the maintenance, operation and ownership of said extension proposed to be constructed hereunder, as well as the said subsidiary industrial side track and the extension to said original track, constructed subsequent to the execution of said agreement of September 23, 1895, as aforesaid, to the same extent and with like effect as if the said terms, conditions, stipulations and provisions were herein set forth in full.)

In witness whereof, the said parties hereto have caused these presents to be executed and their corporate seals to be hereunto affixed and attested by their respective officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered, in presence of:

G. W. Clough, Jr.

Clarence S. Pool
Subscribing Witnesses.

SOUTHERN RAILWAY COMPANY
by J. M. Culp
Vice-President

L. S.
Attest: Geo. R. Anderson
Assistant Secretary

Signed, sealed and delivered
in the presence of:
R. J. Brown
Herbert G. Smith
Subscribing Witnesses.

Mills Manufacturing Company
By W. B. Moore
President

STATE OF SOUTH CAROLINA
GREENVILLE COUNTY.

L. S.
Attest: S. A. Burts
Secretary.

On this 20th day of July, 1916, at my office in said County aforesaid, personally appeared before me, S. A. Moore, a Notary Public for said County, Herbert G. Smith, to me known, and known to me to be one of the subscribing witnesses to the foregoing deed, and made oath that he saw the within named W. B. Moore, and S. A. Burts, sign, seal and deliver the foregoing writing and deed, as President & Secretary, respectively, of said Mills Manufacturing Company, a corporation, as and for their act and deed, and as for the act and deed of said Mills Manufacturing Company, and that he, with R. J. Brown, see next page.