VOL. 33. AGREEMENTS, CONTRACTS, LEASES AND ETC.

witnessed the due execution thereof on the day of the date thereof.

Sworn ap and subscribed before ne this 20th day of July, 1916.

S. A. Moore Notary Fublic Herbert G. Smith

DISTRICT OF COLUMBIA City of Washington

On this 7th day of August, 1916, at my office in said City aforesaid, personally appeared before me, Pearce Horne, a Commissioner for the State of South Carolina at Washington, D.C. Clarence I Pool, to me known, and known to me to be done of the subscribing witnesses to the foregoing deed, and made oath that he saw the within named J. M. Culp and George R. Anderson sign, seal and deliver the foregoing writing and deed as Vice-President and Assistant Secretary, respectively, of said Southern Railway Company, a corporation, as and for their act and deed, and as and for the act and deed of said Southern Railway Company, and that he, with J. W. Clough, Jr. witnessed the due execution thereof on the day of the date thereof.

Sworn to and subscribed before me this 7th day of August, 1916

Pearce Horne
Commissioner for the State of South
Carolina at Washington.

Clarence I. Pool.

Recorded August 21, 1916.

Greenville, S.C. Aug. 15, 1916.

Memorrandum of agreement entered into this day between W.C. Gabson and the Peoples National

Bank, Greenville, S.C.

1st. The said W.C. Gibson agrees to rent or lease to the said bank the room nowleased and occupied by it at the corner of Main and Washington Streets, Greenville, S.C. for a term of five (5) years beginning at the expiration of the lease now held by the said bank, September 1st, 19161

The said bank agreeing to pay as rent therefor the sum of One Hundred and Twenty Five Dollars a month, payable monthly.

2nd. The said W.C. Bibson further agrees that the said bank may have the right to rent or lease the said room for a further period or term of five (5) years beginning at the expiration of the above mentioned period or term September 1st. 1921.

The said bank agreeing that in the event it rents or leases the said room for this second term or period of five (5) years to pay as rent therefor the sum of Two Hundred Dollars a month, payable monthly.

3rd. The said W. C. Gibson further agrees that the said bank is to have the use of the cellar under the above mentioned room now leased and occupied by it.

4th. The said W.C. Gibson further agrees that in the event that the said room now leased by the said bank or the building in which it is located should be totally or partially destroyed by fire or otherwise during the periods above mentioned that this agreement shall not be considered as terminated except that is the wish and desire of the said bank to terminate the same.

5th. It is further understood and agreed that in the event the said W.C. Gibson wishes to improve the said room or the building in which it is located during the above mentioned terms or perioed that the said bank will make some arrangement to be agreed upon by which he may accomplished the same.

Witness

Wm. B. Poole
WG G. McDavid

W. C. Gibson

Peoples National Bank

Wm. C. Beacham

State of South Carolina County of Greenville.

Personally comes before me W.G. McDavid who being duly sworn makes eath that he saw the within mentioned W. C. Gibson and the Peoples National Bank, Greenville, S.C. by its President Wm. C. Beacham sign, seal and deliver the within written lease and that he with Wm. B. Poole witnessed the execution thereof.

day of August 1916.

THos. A. Roe Notary Public

Sworn and subscribed to before me this

W. G. McDavid

Recorded August 21, 1916.

VOL. 33. AGREEMENTS, CONTRACTS, LEASES AND ETC.

State of South Carolina County of Greenville.

This agreement, W.C. Gibson, hereinafterreferred to as "lessor", and Henry Theodore and James Bactaris, hereinafter referred to as "lessees".

WITNESSETH:

That the lessor does hereby rent and lease unto the said lessees that portion of the building belonging to the lessor at the corner of Main and Washington, in the City of greenville, between The Peoples National Bank and the Plaza Cafe, extending back to the stove flue, which goes into the wall, for a term of three years, beginning September 1st. 1916, and ending August 31st. 1919, at a yearly rental of SEVEN HUNDRED EIGHTY and no/100 (\$780.00) Dollars, the same to be paid to lessor by the lessees in monthly payments of Sixty-five and no/100 (\$65.00) Dollars, in advance, on the first day of each calendar month during the term aforesaid; first monthly payment to be made on September 1st. 1916.

It is understood and agreed that the lessees shall not be at liberty to assign this lease, or to sub-rent or sub-let the said premises, or any portion thereof, or in any way to tran sfer this lease without having first obtained the written consent of thelessor. Any violation of this provision is shall operate, at the option of the lessor, to terminate this lease. The lessor agrees to tear out the stair-way and to close up the opening.

It is further agreed that the lessess shall make good all breakage of the property, and all injury or any damage to any of said property and to the premises during the term of this lease, except as herein stipulated. The lessess shall not be responsible for any injury or damge produced by natural cause and the destruction of said building by fire shall at once terminate this lease.

Said lessees covenant and agree to pay to the said lessor said rent as herein stipulated, and at the expiration or other termination of this lease said lessees will quit and surrender the premises hereby demised in as good state and condition as reasonable use and wear thereof will permit. Damage # by the elements and destruction of the building, or any part thereof excepted, and the lessor covenants and agrees that the lessees on paying the rent as aforesaid and performing all of the covenants aforesaid and performing all of the covenants aforesaid, shall and may peaceably hold the demised premises for the time aforesaid, but, upon their failure to pay the rent promptly when due, said lessor shall have the right to terminate this lease, and it shall be lawful for him to re-enter and forthwith repossess all singular the premises hereby leased.

In witness whereof the parties hereto have hereunto setttheir hands and seals, in duplicate, this the day of August A.D. 1916.

In presence of:

Lydia E. Sullivan Oscar Hodges W. C. Gibson (SEAL)
Lessor

Henry Theodore (SEAL)

James Bactaris (SEAL)

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE.

Personally appeared before me Lydia E. Sullivan, who on oath, says: That she saw the within named W.C. Gibson, as lessor and Henry Theodore and James Bacteris as lessees, sign, seal and as their act and deed deliver the within written instrument, and she with Oscar Hodges witnessed the due execution thereof.

Sworn to before me this 11th day of August, A.D. 1916.

Oscar Hodges (L.S)
Notary Public for S.C.

Lydia E. Sullivan

Recorded August 21, 1916.