

- said trustee by the purchaser or purchasers of said lands, or any part thereof; and if such sales be public, said trustee may purchase thereat; and after paying any taxes and assessments upon said property and any premiums for insurance on the buildings on said lands, and any reasonable attorney's fees which may be incurred by said trustee, and also all costs and expenses incurred in making such sales, including the cost of papers and of advertising, and including any commissions to real estate agents or others, and including commissions to said trustee equivalent to ten per cent. of the gross amounts received for said lands (this rate being hereby agreed upon as a reasonable rate of compensation to said trustee for his services hereunder), then to pay to the holder of said mortgage the net or remaining portion of the proceeds of such sales, to be credited upon said mortgage indebtedness; all net proceeds of such sales to be held subject at all times to the lien of said mortgage until the same is fully paid; the said trustee to have the right to make further sales of said property, or any part thereof, from time to time, as the same may, in his opinion, become necessary or advisable; and after fully paying and discharging said mortgage and all expenses incurred in the execution of this trust, including commissions as aforesaid, said trustee is to pay over, deliver and convey to the said grantor or her heirs, executors, administrators or assigns, any remainder of such proceeds and of such lands.

And it is distinctly understood and agreed that said trustee shall not be held responsible for any failure to discharge any duties herein imposed, nor shall he be bound to use any efforts toward the sale of said property, except such as he deems best, but may leave it to the grantor to negotiate sales thereof, subject to his approval.

And I do hereby bind myself and my heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said L.O. Patterson, trustee, and his successors in office and assigns, against myself and my heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness my hand and seal, this twelfth day of March, in the year of our Lord one thousand nine hundred and seventeen, and in the one hundred and forty-first year of the Independence of the United States of America.

Signed, sealed and delivered

in the presence of:

K.M. Bailey,

Marion Erwin,

The State of Georgia,

County of Fulton.

Personally appeared before me Marion Erwin and made oath that he saw the within named Ava O. Ferguson sign, seal and as her act and deed deliver the within written deed, and that he with K.M. Bailey witnessed the execution thereof.

Sworn to before me this 15th,

day of March A.D. 1917.

G.W. Pierce  
Notary Public for Georgia.

Notary Public, Atlanta, Ga.

My Commission Expires June 2, 1921.

Ava O. Ferguson (L.S.)

Marion Erwin.

Recorded March 17th, 1917.

(Lease )

This Indenture made in quadruplicate this 3rd. day of February in the year of our Lord one thousand nine hundred and seventeen by and between W.C. Cleveland of the City of Greenville, County of Greenville and State of South Carolina, of the first part, and F.W. Woolworth Co., a corporation existing and doing business under the laws of the State of New York party of the second part. Witnesseth, that the said party of the first part hath agreed to let, and hereby doth let, and the said party of the second part hath agreed to take, and hereby doth take, those certain premises situated in the City of Greenville County of Greenville and State of South Carolina, Block No. - Lot - and known as number No. 131 South Main Street, consisting of store and basement thereunder with appurtenances, and the sole and uninterrupted use and occupation thereof, for the purpose of a retail merchandise store, for the term of 10 year and 3 months to commence on the 1st. day of February 1917, and end on the 29th, day of April 1927 at eight o'clock in the forenoon. The said party of the second part agrees to pay to the said party of the first part the yearly rent of Thirty-six hundred (\$3600.00) Dollars, payable in equal monthly payments of Three Hundred (\$300.00) Dollars on the 15th, of each and every month for the current month during ~~the term of~~ ~~the term of~~ first three years and three months period. And Four Thousand (\$4000.00) Dollars per year for the 7 year period, beginning May 1st, 1920; payable in equal monthly installments of Three Hundred and thirty-three Dollars (\$333.33) thirty-three cents on the 15th. of each and every month for the current months.

This Indenture becomes a part of said Lease.

The Lessor agrees as follows: to improve the premises by building an additional Store Room in the rear of present Store Room, new Addition to measure same width as present Store Room and to run back fifty (50') feet, with a Basement thereunder, said Basement to be approximately seven feet (7') six (6") inches high in the clear; floor of basement to be good Concrete.

Build Chute, or Freight Elevator to Basement in the rear, also a Stair-way from Basement to first floor; install two (2) Toilet Rooms in Basement, location of same to be designated by Lessee.

Ladies Toilet Room: to have a small porcelain basin; and one Closet.

Man's Toilet Room: one closet and an 18x30" cast iron sink; same to be connected with cold water.

Sale Room: To have a neat, metal ceiling throughout present Store Room, as well as new; pattern of ceiling to be selected by party of second part. Said metal ceiling to have two (2) coats, Flat White Paint, no oil, and one (1) coat of Snow White Enamel.

Sale Room: to be wired for electric lights, same to be in rigid iron conduit, and with as many outlets as shown on plans to be furnished by the party of second part.

The Basement to be wired for electric lights, same to be in rigid iron conduit, and with as many outlets as shown on plans to be furnished by Lessee; all outlets to have porcelain key socket inserted in porcelain base, same to be controlled by snap-switch where designated on plan.

Install gas outlets in new store room to conform with outlets in the present Store Room.

Side Walls to be plastered down to the floor. Side Walls of Store Room to be painted from the ceiling to within seven (7') feet of the floor, same to have one coat of varnish size, two (2) coats of Flat paint, same as sample color submitted; last coat stripped.

Lessor agrees to furnish heat for the premises herein leased when the same is necessary, and shall supply the same in a steady and uniform a manner as reasonable care can accomplish.

(over)