

(Lease)

State of South Carolina,
County of Greenville.

This Agreement made and entered into this the - - - day of May, 1917, by and between E.G. Mallard, hereinafter called the Lessor, and Williams Company, a corporation created and existing under and by virtue of the laws of the State of South Carolina, hereinafter called the Lessee,

W-i-t-n-e-s-s-e-t-h :

In consideration of the payment of the rental hereinafter reserved, the Lessor does hereby lease and demise unto the Lessee all that certain lot of land situate on the Northeast corner of River and Hammond Streets, in the City and County of Greenville, in County and State aforesaid, more particularly described as follows:

Beginning at the northeast corner of said Street, and running thence with Hammond Street in an easterly direction 160 feet; thence in a Northernly direction parallel with River Street to the spur or side track of the C. & W.C. Railway Company; thence with said track in a Westernly direction 160 feet, more or less, to River Street; thence with River Street in a Southernly direction to the beginning corner.

To have and to hold all and singular the said premises unto the said Lessee, its successors and Assigns, for and during the full term of two years, beginning July 1, 1917, and ending June 30, 1919, reserving and paying unto the Lessor a rental of One Hundred (\$100.00) per month, payable monthly, on the last day of each month.

And the Lessor does hereby grant unto the Lessee the privilege of extending the term of this lease for three additional years, beginning July 1, 1919, reserving and paying unto the Lessor for such additional period a monthly rental of One hundred and twenty-five dollars (\$125.00) per month, payable monthly, on the last day of each month.

And in consideration of the premises the Lessee does hereby covenant and agree to pay to the Lessors the said rental of one hundred dollars (\$100.00) per month on the last day of each month for and during the full term of two years, beginning July 1, 1917, and in the event of the extension of the term of this lease, for three additional years as above stated, to pay to said Lessor a rental of One Hundred and Twenty-five Dollars (\$125.00) per month on the last day of each month for and during such additional years.

It is understood and agreed that the Lessee, at its expense, shall have the right at any time during the term of this lease to erect such buildings as it may desire upon said property, and to improve, alter and make additions to buildings now on said property, or which may hereafter be erected during the term of this lease, and to install all machinery, appliances and equipment desired by the Lessee.

Such buildings are to be built in accordance with City regulations, and are to be the property of the Lessor at the termination of this lease.

In event the buildings on said property, or hereafter to be erected thereon, should be totally destroyed by fire, or by other cause, or the present buildings so injured as to render them unfit for occupancy by the Lessee, then this lease shall at the option of either party hereto terminate and end.

If the present buildings be only partially destroyed, and the lessee can continue to occupy the same, then the rent hereinbefore reserved shall be decreased in proportion to the part the present -

(next page)

-buildings are so injured. If the present Buildings are injured or destroyed from fire or other cause, and the Lessor collects insurance because of such destruction or injury, he will, upon written request of the Lessee, if made by the time such insurance is collected, to the extent of said collection, repair or replace said buildings, as the case may be.

It is understood and agreed that the Lessor will immediately put glasses in the windows, make all necessary repairs to the roof of the buildings now on the property, and add all flues necessary for stoves used in heating the buildings, and will deliver peaceable possession of the premises on July 1, 1917. The Lessor does further covenant that during the term of the lease, he will keep the roofs of the present buildings in good and proper repair.

It is further understood and agreed by and between the parties hereto that the premises herein described shall not be sub-let nor this lease assigned to any person, firm or corporation to conduct same line of business that the Lessor conducts in his nearby property; that in case of failure in business, bankruptcy, etc., this lease may, at the option of the Lessor, be thereupon terminated. In Witness whereof, the Lessor has hereunto set his hand and seal, and the Lessee has caused this instrument to be signed by its duly authorized officer and sealed with its corporate seal this the year and day first above written.

Signed, sealed and delivered

in the presence of:

E.O. Todd,
John D. Smeak.

E.G. Mallard, (Seal)
Lessor.
Williams Company,
By. J. Hudson Williams,
President,
By. F.W. Symmes,
Treas.
Lessee.

State of South Carolina,
County of Greenville.

Personally comes before me E.O. Todd who on oath says that he saw E.G. Mallard sign, seal and as his act and deed deliver the foregoing Lease, and that he saw Williams Company, by J. Hudson Williams Pres. and F.W. Symmes, Treas. sign, seal and as the act and deed of said corporation, deliver the foregoing Lease, and that he with John D. Smeak witnessed the execution by both parties.

Sworn to and subscribed before me this

1st, day of June, 1917.

L.H. Carlisle (Seal)
Notary Pub. S.C.

E.O. Todd.

State of South Carolina,
County of Greenville.

For value received, I D.D. Davebport, the holder of four (4) mortgages given to me by E.G. Mallard covering the property on the corner of Hammond and River Streets, in the City of Greenville, South Carolina, which mortgages are dated June 30, 1909; December 1, 1909; January 8, 1914 and June 21, 1916, respectively and are recorded in R.M.C. Office, Greenville County South Carolina in Vol. XXX, page 235; Vol. 8, page 38; Vol. 39, page 183, and Vol. 46, page 97, respectively, do hereby approve and confirm the foregoing lease to Williams Company, reserving, however the right to foreclose any or all said mortgages at any time the sale thereunder to be subject to said lease if same is then of force.

(Over)