

State of South Carolina,

County of Greenville.

This indenture made this 8th, day of September 1921 by and between J.A. Bull, J.H. Morgan, C.J. Morgan and Jas. H. Morgan, Jr., of the first part, and hereinafter designated Lessors and Eugene B. Smith, of the second part, hereinafter designated Lessee, Witnesseth:

That the Lessors have hereby let and rented to the lessee and the lessee has hereby hired and taken from the lessors, that certain lot of land situate on College Street in the City and County of Greenville, beginning at an alley - between the property of the Lessors and the property of W.C. Cleveland - having a frontage on College Street of 40 feet and a depth of approximately 99 feet, together with the first floor of the building which the lessors propose to erect thereon, said building being in accordance with the plans and specifications as made by Beecham & LeGrand, Architects, together with such changes as the Lessors desire to make, among which are tile floor to be changed to red quarry tile, birch wood to be changed to poplar, terra cotta to be changed to limestone, roofing to be according to J.E. Sirrine & Co's specifications, wood sash to be changed to steel sash, and any other minor changes which the lessors may desire to make.

To have and to hold said premises unto the lessee for the term of five years beginning the first day of January 1922 and expiring the last day of December 1926. For the use and occupancy of the above described ground floor the lessee agrees to pay and the lessors agree to accept the sum of Two hundred and twenty-five (225.00) Dollars per month for the years 1922-1923 and the sum of three hundred (\$300.00) Dollars per month for the years of 1924-1925-1926, to be paid on the last day of each and every consecutive month during the period aforesaid.

The Lessee further agrees to furnish heat for the second floor of said building during the months that lessors desire same. For the months that satisfactory heat is furnished second floor as authorized by lessors the lessors are to pay the lessee for furnishing said heat twenty dollars per month.

Should for any reason the building not be ready for occupancy on January 1st, 1922 then the lessee is to occupy building when same is ready for occupancy and the rental is to begin upon completion of the building, provided building is not completed prior to January 1st, 1922, otherwise rental is to begin January 1st, 1922.

The Lessee agrees to make good all breakage of glass and other damages resulting from said premises and the portion of the building thereon covered by this lease not due to ordinary wear and tear arising from a reasonable use thereof nor injury by the elements.

It is further agreed that if the premises or the building thereon are so injured or destroyed as to render them unfit for use and occupancy as a sales room and repair room (said ground floor to be used for said purposes) thereupon this lease may be terminated at the option of either party hereto; that this lease shall not be assigned or the premises sublet without the written consent of the lessors; that if the rent is not paid within ten days at any time after same shall have become due this lease may be terminated at the option of the lessors.

It is further agreed that no changes, alterations or improvements are to be made to said building without the written consent of the Lessors, and any changes, alterations or improvements made will be at the expense of the Lessee.

It is further agreed that should the lessors, or their successors, desire to erect a building on the lot situate between the lot covered by this lease and Main Street and between the filling -

(next page)

station lot and the Browning property, they are to have the privilege of closing the openings on the east side of the building covered by this lease.

Upon the Lessee paying the rent as herein provided and at the time stated and keeping and performing all the other terms and conditions herein stated, he may have peaceable and quiet possession of the premises hereby demised for the term aforesaid, but upon failure to pay the rent as provided and at the time stated, Lessors may thereupon terminate this lease, remove all persons therefrom, re-enter and take possession, and Lessee will quit and surrender said premises in as good condition as when he received the same.

In witness whereof the parties hereto do in duplicate set their hands and seals the day and year first above written.

Signed, sealed and delivered

in the presence of:

Harry M. Pickett,

W.H. Carlisle.

J.A. Bull,

J.H. Morgan,

Clinton J. Morgan,

Jas. H. Morgan, Jr.

Eugene B. Smith.

State of South Carolina,

County of Greenville.

Personally comes before me Harry M. Pickett who on oath says he saw the within named J.A. Bull, J.H. Morgan, C.J. Morgan, Jas. H. Morgan, Jr., and Eugene B. Smith sign, seal and as their act and deed deliver the foregoing lease and that he with W.H. Carlisle witnessed the execution thereof.

Sworn to and subscribed before me this

the 9th, day of September 1921.

W.B. Boyd

Notary Public for S.C.

Harry M. Pickett

Recorded September 10th, 1921.

State of South Carolina,)
County of Greenville.)

SS.

I, Henry A. Batson, a Notary Public, within and for the State of South Carolina, do hereby certify unto all whom it may concern that Mrs. Rebecca Mullinax, the wife of E.J. Mullinax, of Greenville County, State of South Carolina, did this day appear before me and upon being privately and separately examined by me, did declare that she does freely and voluntarily, and without any compulsion, dread or fear of any person or persons, whomsoever, renounce, release and forever relinquish unto John D. Smith of Greenville County, State of South Carolina, his heirs and assigns, all her interest and estate and also all her right and claim of Dower of, in and to all and singular the lands and premises described in the deed made by E.J. Mullinax unto J.P. Latimer, T.C. Gower and B.F. Perry under date July 22nd, 1891, recorded in the Office of the Registrar of Mesne Conveyances in and for Greenville County, State of South Carolina, in Volume "XX" of Deeds, at page 796, which said land has duly passed by Mesne Conveyance unto said John D. Smith, the present owner thereof.

Given under my hand and seal this 12, day of Sept. A.D. 1921.
Henry A. Batson (L.S.)
Notary Public for the State of South Carolina.
My Commission Expires at the
pleasure of the Governor.

her
Mrs. Rebecca X Mullinax
mark

Recorded Sept. 23rd, 1921.

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