

State of South Carolina,
County of Greenville.

This agreement made this the 15th, day of November, 1923 between E.B. Cline of Hickory, North Carolina, hereinafter called the first party and J.S. Myers and Geo. M. Myers, trading as Myers Brothers, of Greenville, South Carolina, hereinafter called the second parties.

Witnesseth: That the first party agrees and does hereby rent to the second parties, and they from him, the first floor and rear upstairs of the brick building at #728 Pendleton Street, Greenville, S.C. and being the same part of the building as is now occupied by them, upon the following terms and conditions:

1. For the remainder of November and the month of December, 1923 at a rental of \$75.00 per month; for each of the months between January 1st, 1924 and January 1st, 1926 at a rental of \$75.00 per month payable in advance by the 10th, day of each current month, and for each of the months from January 1st, to December 31st, 1926 at a rental of \$100.00 per month payable in same manner, provided that in the event of any default of the second parties in the payment of their rent when due, either under the foregoing or certain options hereinafter appearing, the first default shall render this agreement void in so far as it obligates the first party for any further continuance of the rental to the second parties, and he shall have the right immediately, or at any time during any default he elects to act, to enter and resume possession of said premises without process of law, and shall have the benefit of the existing laws of South Carolina for the enforcement and collection of any overdue and unpaid rent.

2. The options referred to in paragraph 1 are: (a). The second parties may by giving notice in writing by November 1st, 1926, provided this Agreement is then still in force, extend their rental and occupancy of said premises through twelve additional months, i.e., up to December 31, 1927.

(b) Said second parties may take over the apartment in this building (upstairs front) by giving the first party 60 days notice of their desire to do so, and by paying therefor the extra rental as follows: Months in 1924 after they take it over, \$30.00 per month; In 1925, \$30.00 per month; in 1926 and 1927, \$40.00 per month, - it being understood that if second parties take over this apartment they shall retain it as long as they retain the main floor below, unless the parties make some further agreement in writing concerning it.

3. The second parties shall pay their light and water bills, keep the plumbing in good condition, and not abuse or injure the building, and in case any glass is broken during their occupancy they are to replace the same of like quality and materials at their own expense.

4. The premises above mentioned (exclusive of the apartment reached by front stairway from Pendleton Street) are to be used for general merchandise and cannot be sub-let or this lease assigned or transferred without the written consent of the first party or other owner.

5. It is further understood and agreed that the second parties are to have the occupation and enjoyment of the premises for all the time hereinbefore specified upon condition of their prompt and full compliance with their obligations as to payment of the rent, care of the property, and other things specified.

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In witness whereof, the first and second parties have herunto set their hands and seals in duplicate, the date first above written.

Witnesses:

J.W. Whisnant,
E.N. Carr.

E.B. Cline (Seal)

As to E.B. Cline.

Oscar Hodges,
D.B. Leatherwood.

Jacob S.B. Myers (Seal)
Geo. M. Myers. (Seal)

As to J.S. and Geo. M. Myers.

State of North Carolina,
County of _____

Personally appeared before me E.N. Carr who, being duly sworn says that he saw the within named E.B. Cline sign, seal and as his act and deed deliver the foregoing written instrument for the uses and purposes therein mentioned, and that he with J.W. Whisnant witnessed the execution thereof.

Sworn to before me this 27th,
day of Nov. 1923.

J.W. Whisnant (Seal)
Notary Public, N.C.

E.N. Carr

My Commission expires Jan. 10, 1924.

State of South Carolina,
County of Greenville.

Personally appeared before me D.B. Leatherwood who, being duly sworn says that he saw J.S. and George M. Myers sign, seal, and as their act and deed deliver the foregoing written instrument for the uses and purposes therein mentioned and that he with Oscar Hodges witnessed the execution thereof.

Sworn to before me this 23rd,
day of Nov. 1923.

Oscar Hodges (Seal)
Notary Public, S.C.

D.B. Leatherwood

Recorded November 28th, 1923.

END OF D.