

State of South Carolina,

County of Greenville.

Lease.

This Agreement made and entered into this 15th day of September 1931, by and between Westervelt & Rickman, as Agents for the Estate of A. C. Walker, deceased, of Greenville, S. C., Lessor, and George H. Benas and James Kecordeles, Lessees, Witnesseth:

In consideration of the payments made and to be made by the Lessees as herein-after provided, and of the covenants by the Lessees hereinafter set forth, the Lessor does hereby lease and demise unto the Lessees the ground floor storeroom No. 217 South Main St., Greenville, S. C.

To Have and to hold unto the Lessees for and during the term beginning on the 1st day of April 1932, and ending on the 31st day of March 1937, for the use and purpose and to operate therein and thereon a restaurant.

The Lessor does hereby covenant and agree upon written notice from the Lessees to make the necessary repairs during the continuance of this lease on the roof, or to the plate glass front of said premises, provided injuries to same are not caused by the negligence of the Lessees or those in their employ.

In consideration of the premises the Lessees do hereby covenant and agree that they will pay unto the Lessor an annual rental of twelve hundred dollars (\$1200.00) per year for the first three (3) years, payable monthly in advance in equal installments of one hundred dollars (\$100.00); and an annual rental of fifteen hundred dollars (\$1500.00) per year for the last two (2) years payable in advance in equal monthly installments of one hundred, twenty-five dollars (\$125.00); said rent being payable on the first day of each calendar month for and during the term of this lease.

The Lessor agrees that his rights under this lease shall be subordinate to any and all rights of any mortgagee of premises; further, the Lessor shall have the right to display "for rent" or "to let" signs at any place upon leased premises at any time.

The Lessees do hereby covenant and agree that they will not assign this lease nor sub-let said premises, or any part thereof, nor make any alterations therein without the written consent of the Lessor; that Lessees will use said premises for the purpose of conducting therein and thereon a restaurant and for no other purpose, and will not use or permit said premises to be used for any unlawful purpose, nor permit thereon anything which may be or become a nuisance. That the lessees will not do or permit to be done on said premises anything which may render void or voidable any policy for the insurance of said premises against fire, nor which may render any increase or extra premium payable for such insurance; that during the term of this lease the Lessees will make at their own expense all necessary repairs except those hereinabove provided to be made by the Lessor, and that at the expiration of the term aforesaid Lessees will deliver up said premises in as good condition as they shall be in at the beginning of the term, reasonable wear and tear alone excepted.

Should the building on said premises be destroyed or so damaged by fire as to render it unfit for occupancy the rent herein provided, or a proportionate part thereof, shall be abated until said premises shall be restored by the Lessor; or this lease may, at the option of the Lessor, be declared terminated.

In the event of the bankruptcy of the Lessees, or in the event that the Lessees shall be placed in the hands of a receiver or shall make an assignment for the benefit of creditors, the Lessor may at his option declare this lease immediately terminated and may take immediate possession of the premises.

The Lessees hereby covenant and agree that they will pay all water and light bills, keep in repair all water pipes, electric wires and fixtures.

Should the Lessees fail to pay any installment of rent within ten (10) days after the same shall become due, or fail to perform any of the covenants and agreements herein contained, the Lessor may, at his option, either declare the rental for the entire term immediately due and payable and proceed to collect the same, or declare this lease terminated and take immediate possession of the premises, collecting the rental up to the retaking of such possession.

In Witness whereof, the parties hereto have hereunto set their hands and seals in duplicate the day and year first above written.

In the presence of:
Stephen Nettles.
Hannah L. Shepherd.

Westervelt & Rickman, Agents.
By: M. C. Westervelt.
Member of Firm.
George Benas. Lessee.
James Kecordeles. Lessee.