

State of South Carolina,  
County of Greenville.

## L E A S E

This Agreement made and entered into this \_\_\_\_ day of February, 1934, by and between J. A. Babb, Lottie Babb Waldrop, Edna Babb Robinson and Roy Babb, hereinafter referred to as Lessors, and James Fares, hereinafter referred to as Lessee.

## W I T N E S S E T H

In Consideration of the payments made and to be made by the Lessee as hereinafter provided and of the covenants by the Lessee hereinafter set forth, the Lessors do hereby lease and demise unto the Lessee the second story of their building situate at #116 1/2 North Main Street in the City of Greenville to have and to hold unto the Lessee for and during the term beginning February 1st, 1934, and ending at midnight December 31st, 1935, (with the option of renewing said lease for an additional three years at a reasonable rental to be agreed upon by the parties hereto at that time, provided, however, said rent shall not be less than Twenty (\$20.00) Dollars per month, nor more than Fifty (\$50.00) Dollars per month).

In Consideration of the premises the Lessee covenants and agrees to pay to the Lessors a rental from February 1st, 1934, to December 31, 1934, of Twenty and no/100 (\$20.00) Dollars per month and a rental from January 1, 1935, to December 31, 1935, of Twenty-five and no/100 (\$25.00) Dollars per month, said rent to be paid monthly in advance on the first day of each and every calendar month for and during the term of this lease.

Should the Lessee fail to pay any installments or rent within thirty (30) days after the same shall become due or fail to perform any of the covenants or agreements herein contained, the Lessors may at their option either declare the rental for the entire term immediately due and payable and proceed to collect the same or may declare this lease terminated and take immediate possession of the premises, collecting the rents up to the retaking of possession.

In consideration of the Lessors reducing the rent for the calendar year 1934 from Twenty-five (\$25.00) Dollars as originally agreed upon to Twenty and no/100 (\$20.00) Dollars as herein stipulated, the Lessee covenants and agrees that he will repair the plastering throughout the entire second floor and paper the same at his own expense. It is further understood and agreed that any other repairs or alterations which are now necessary or may hereafter become necessary will be made by the Lessee at his own expense.

The Lessee further covenants and agreed that he will neither do nor permit to be done anything that might render void or voidable any policy for the insurance of said premises against fire or might render an increased or extra premium payable for such insurance and during the term of this lease the Lessee will furnish at his own expense such lights, heat and water as he may need and at the expiration of this lease that he will deliver up said premises in as good condition as they shall be at the beginning of this lease, reasonable wear and tear along excepted.

It is further covenanted and agreed by the parties hereto that should the building on said premises be destroyed or so damaged by fire or other cause as to be rendered unfit for occupancy the rental herein provided or a proportionate part thereof shall be abated and if said premises shall have been restored by the Lessors or this lease may at the option of the Lessors be declared terminated and that in the event of the bankruptcy of the Lessee and in the event that he should be placed in the hands of the receivers or should make an assignment for the benefit of the creditors, the Lessors may at their option declare this lease immediately terminated and may take possession of the premises.

The Lessee further covenants and agrees that should any litigation of any kind whatsoever arise by reason of the use which he is making or proposes to make of the leased premises that he will himself undertake on behalf of himself and or the Lessors the defense thereof and that he will save the Lessors harmless from any expense or loss in connection therewith.

In witness whereof the said Lessors by their duly authorized agent have hereunto set their hands and seals and the Lessee has hereunto set his hand and seal this day and year first above written.

In the presence of: W. W. Wilkins  
F. D. Rainey

As to lessors

J. A. Babb, Lottie Babb Waldrop,  
Edna Babb Robinson and Roy Babb.  
By: J. A. Babb, Agent.  
Lessors.

In the presence of: W. W. Wilkins  
P. D. Rainey;

As to Lessee.

James M. Fares  
Lessee