

TITLE TO REAL ESTATE

FRESH PROVISIONS - JARVIS CO. - GREENVILLE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

See deed book 203 p 11

This Indenture made and concluded at Greenville, South Carolina, by and between C. N. Garing and Rose E. Garing, hereinafter referred to as the Lessors and May H. Brooks and Ernestine Blaum, hereinafter referred to as the Lessees, WITNESSETH:

That the Lessors for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said Lessees, has demised and leased to the Lessees, and the Lessees have hereby hired and taken from the Lessors, their apartment building known as the "Garing Apartments" situate on the corner of Buncombe and Academy Streets in the City of Greenville, South Carolina with a frontage of Buncombe Street of 90 feet and with a frontage on Academy Street of 137 feet, for a term of three and one-half years, commencing on the first day of October, 1937, and ending on the first day of April 1941, at a yearly rental of Six Thousand (\$6,000.00) Dollars, the same to be paid by the Lessees in monthly payments, in advance, of Five Hundred (\$500.00) Dollars, the first payment of \$500.00 to be made on or by the fifth day of October 1937, and a like sum on or by the fifth day of each calendar month thereafter during the term of this lease.

It is fully understood and agreed that this lease is not to be transferred or assigned to any other person or corporation without the written permission and consent of the Lessors.

It is further understood and agreed that the Lessees are to pay all the running expenses of the apartments, including electricity, gas, coal, janitors wages, water and all small repairs, and any other expenses incidental to running the apartments during the continuance of this lease.

It is further understood and agreed that the Lessors shall pay all the taxes and any other lawful assessments against the property and all fire and tornado insurance premiums during the continuance of this lease.

It is further understood and agreed that in case said building or any part thereof be destroyed by fire or be so injured by the elements, or any other cause as to be untenable or unfit for occupancy then, and in such event this lease shall cease and terminate and both parties released from further continuance of the same.

And the Lessees covenant and agree to pay to the Lessors the said rent as herein specified for said premises, the same to begin as hereinabove stated on or by the fifth day of October 1937 and that at the expiration of, or other determination of this lease, the Lessees will quit and surrender the premises hereby demised in as good state and condition as reasonable use and wear thereof will permit, damages by the elements and destruction of the building or any part thereof excepted.

And the Lessors covenant and agree that the Lessees on paying the rent as aforesaid and performing all the covenants herein contained shall and may peaceably hold and enjoy the demised premises for the time aforesaid, but upon their failure to pay the rent promptly when due as herein specified, or to perform all the other covenants herein contained, the Lessors shall have the right to annul and determine this lease and it shall be lawful for them to re-enter and forthwith repossess all and singular the premises hereby leased.

It is further understood and agreed that the Lessees shall have the option to purchase the premises hereby leased on the date of the expiration of this lease on the following terms: That the Lessees will pay the balance of the mortgage indebtedness against said property, which will on the day of the expiration of this lease, be reduced to Eighteen Thousand (\$18,000.00) Dollars, the Lessors hereby agreeing to pay the interest on said mortgage indebtedness during the continuance of this lease and to reduce the principal of said mortgage indebtedness to the sum of \$18,000.00 on or before the expiration of this lease. That the Lessees in addition to paying the mortgage indebtedness of \$18,000.00 as aforesaid, will execute and deliver to the Lessors a first mortgage on the premises which shall provide for and secure the payment of the sum of Two hundred Fifty (\$250.00) Dollars per month during the joint lives of the Lessors or the survivor. And upon the death of both of the Lessors, then and in such case, said monthly payments of \$250.00 shall cease and the personal representative of the survivor will be authorized to cancel said mortgage and mark the same paid in full.

In witness whereof the parties have hereunto set their hands and seals in duplicate this 7th day of September, A. D. 1937.

In the presence of:

Oscar Hodges,
Jessie O. Hunt.

Katherine Cohen
Lillian Sherman

C. N. Garing LS
Rose E. Garing LS
Lessors

May H. Brooks LS
Ernestine Blaum LS
Lessees.

State of South Carolina,
County of Greenville.

Personally appeared before me Jessie O. Hunt, who being duly sworn says that she saw the