

TITLE TO REAL ESTATE

S.C. STAMPS - LABELS CO. - GREENVILLE

S.C. Stamps \$0.16

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

## L E A S E .

Whereas, Lillie Pace McBrayer is the owner under a Contract for Title executed by M. M. Hewell, as Trustee, of certain property fronting 54 feet on Manly Street, in the City of Greenville, South Carolina; and

Whereas, John W. Rizk is desirous of leasing a certain portion of one building located on the above referred to premises,

Know, therefore, this agreement made and entered into this 13th day of October, 1938, by and between Lillie Pace McBrayer, hereinafter referred to as Lessor, and John W. Rizk, hereinafter referred to as Lessee,

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

That the Lessor does hereby grant, bargain and lease unto the Lessee for the period beginning October 1, 1938, and ending September 30, 1940, the following described premises, to-wit:

"The storeroom of the lower floor of the building known as No. 310 Manley Street, in the City of Greenville, South Carolina,"

subject to the following terms and conditions, to-wit:

(a) The agreed rental for said premises is \$15.00 per month, payable in advance, for the first twelve months period, and \$17.50 per month, payable in advance, for the second twelve months period.

(b) That the Lessee shall conduct his business in such a way as not to interfere with the tenants in the apartment located over the leased premises, and it is particularly understood that the Lessee has no rights in reference to the apartment over the leased premises herein referred to.

(c) No alterations or improvements are to be made to the leased premises without the written consent of the Lessor, and in any event any such alterations or improvements are to be made wholly at the expense of the Lessee.

(d) The Lessee is to have an option for a two years additional lease of said premises at an agreed rental of \$20.00 per month, payable in advance, and subject to all of the terms and conditions herein stated, provided he shall notify the Lessor in writing of his intention to exercise his option not later than September 1, 1940.

(e) The Lessee is to surrender the leased premises unto the Lessor at the expiration of this lease, or at the end of any extension herein provided for, in as good condition as at present, natural wear and decay excepted.

(f) In the event the said Lessee shall be in default in the payment of any rent due under this lease for a period of fifteen (15) days, then the Lessor shall have the right to forthwith eject the Lessee from said premises.

In consideration of the covenants and agreements on the part of the Lessor, the Lessee, by the acceptance of this agreement, accepts the leased premises in its present condition, and agrees to pay the rental herein stipulated, in the manner herein provided, and agrees to all of the terms and conditions hereinabove set forth.

In witness whereof, we have hereunto set our hands and seals, in duplicate, at Greenville, South Carolina, this the 13th day of October, A. D. 1938.

Signed, sealed and delivered in the presence of:

J. L. Love,

Ben C. Thornton

Lillie Pace McBrayer (L. S.)

Lessor.

John W. Rizk, (L. S.)

Lessee.

State of South Carolina,  
County of Greenville.

Personally appeared before me Ben C. Thornton, who, upon being first duly sworn, says: That he saw the within named Lillie Pace McBrayer, as Lessor, and John W. Rizk, as Lessee, sign, seal, and as their act and deed deliver the within written Lease for the uses and purposes therein mentioned, and that he, with J. L. Love, witnessed the execution thereof.

Sworn to and subscribed before me this the 13th day of October, A. D. 1938

J. L. LOVE (SEAL)

Ben C. Thornton.

Notary Public for State of S. C.

## ENDORSEMENT:

In consideration of the Lessor leasing the above described premises unto the Lessee at the request of Joe Sahadi, I, Joe Sahadi, hereby guarantee the prompt payment of all of the rents due under the foregoing Lease, or any extensions thereof as is provided in said Lease, and waive any notice of demand for the payment of said rent.

J. L. Love Witness

Joseph Sahadi

Ben C. Thornton, Witness

The foregoing Lease is hereby approved, but it is distinctly understood that by approving said Lease no terms or provisions of the Contract for Title are waived or affected in any manner.

Lottie West, Witness:  
Ben C. Thornton, Witness:

M. M. Hewell,

M. M. Hewell, Trustee.

Recorded this the 13th day of October, 1938 at 12:38 P.M. #11695 BY: E.G.