

THE STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

L E A S E

KNOW ALL MEN BY THESE PRESENTS, That we, Esley M. Pendleton, hereinafter called the lessor, and Dr. J. H. Harding, hereinafter called the lessee, for value received, enter into the following agreement, to-wit:

1. The lessor leases unto the lessee, his heirs, personal representatives and assigns, for a period of five (5) years from date hereof, the rear portion of the second floor of the building located on the premises hereinafter described, said rear portion hereby leased measuring approximately fourteen (14) feet by sixty-five (65) feet, and includes the following as appurtenant thereto: electricity, water, heat, janitor service, adequate space for a sign thirty inches wide and 18 inches high in the lobby of the lessor's building, a sign on the door to the stairs leading to the leased premises and a sign on the steps leading to said premises; space to park automobile in rear of lot on which building is situate, and ingress and egress by way of stairway for lessee, his patients and all other persons whomsoever having business with said lessee, at a rental of \$4,500.00, payable Seventy-five (\$75.00) Dollars per month on the first of each month in advance, beginning when the lessee is given possession of the leased premises. If any installment of rent shall be past due for more than thirty (30) days, this lease may at the option of lessor be terminated.

2. The lessee agrees to advance now unto the lessor Six Hundred (\$600.00) Dollars for use in erecting plumbing, partitions, and improvements in and upon that portion of the premises aforesaid hereby leased, according to attached specifications, which the lessor shall have made within 12 days from date, and said advancement shall be applied upon the rent aforesaid as follows: Three Hundred (\$300.00) Dollars for the first four (4) months; One Hundred Fifty (\$150.00) Dollars for the July and August, 1943, rent, and One Hundred Fifty (\$150.00) Dollars for the July and August, 1944, rent.

3. The premises hereby leased shall be used for offices by lessee in his practice as a doctor and for no other purpose. The lessee shall have the right to employ nurses and assistants in aiding him in the practice of his profession in said premises, but this lease shall not be sold or assigned or the premises sublet without the written consent of the lessor.

The lessee agrees to take the building and premises just as they stand upon completion of the remodeling and improvements referred to in Paragraph 2 above and shall deliver possession of the premises up to the lessor upon the termination of this lease in as good condition as they were at the commencement thereof, ordinary wear and tear excepted. The lessor shall keep the roof, outer walls, down spouts and structural portions of the building in good condition and repair.

4. In event said premises are destroyed or materially damaged by fire or otherwise rendered unsuitable for use for the purpose aforesaid, this lease shall terminate at the option of said lessee or lessor, their heirs, personal representatives or assigns. In the event of the death of the lessor or of the lessee, the heirs, executors or personal representatives of said deceased party shall have the option of terminating this lease upon two (2) months' written notice in advance to the other party.

5. The lot on which said building is located is situate in the City of Greenville, County and State aforesaid, on the East side of South Main Street, beginning at a point on said street 83.33 feet south of the southeast corner of the intersection of South Main and Washington Street, running thence south west along said South Main Street sixteen (16) feet and five (5) inches, and running back in almost parallel lines to Brown Street, and more particularly described in deed to lessor from the Prudential Insurance Company of America under date of March 28, 1940, and recorded in the R. M. C. Office for said County in Deed Book 220 at page 205.

6. That possession of said leased premises and use of the appurtenances thereto, in a safe and suitable condition, shall be delivered to lessee not later than ___ day after date hereof, with the erections and improvements aforesaid completed, and rent thereon shall, on the date of said delivery, commence to run.

7. The lessor shall move the electric air conditioning unit now in the premises on the first floor of the building occupied by him to the leased premises herein, and shall install same in said leased premises and permit the lessee the use thereof during the term of this lease.

8. The lessor shall pay to the real estate agent herein, E. Roy Stone, his personal representatives or assigns, a commission of five (5) per cent as said lessor collects said rent. The lessor shall not be liable for any commission except on rent collected.

9. The lessee shall have the option to renew this lease upon the same terms and conditions for an additional period of five (5) years from the expiration hereof upon giving the lessor two months written notice prior to the expiration of the original lease.

EXECUTED IN TRIPLICATE this 3rd day of July, 1942.

Signed, sealed and Delivered
in the presence of:

Mary Louise Pendleton
C. S. Bowen

Esley M. Pendleton (SEAL)
Esley M. Pendleton, Lessor
Dr. J. H. Harding, (SEAL)
Dr. J. H. Harding, Lessee