

State of South Carolina }
 County of Greenville }
 Personally appeared before
 me Hattie L. Cox and made oath that she saw the
 within named Ervin L. Cox and Jane C. A. Cox sign,
 seal and deliver the within deed for the uses and purposes
 within mentioned and that she with W. F. Kapps witnessed
 the due execution thereof.
 Sworn to and subscribed
 before me this April 25th. 1900
 W. F. Drake
 Notary Public }
 Hattie L. Cox.
 Recorded November 28th. 1900.

64

J. H. Morgan }
 with } Lease
 G. H. Mahon and J. Thomas Arnold }
 State of South Carolina }
 County of Greenville }
 This indenture made and entered into this the
 day of November A. D. 1900 by and between J. H. Morgan party
 of the first part and G. H. Mahon and J. Thomas Arnold,
 parties of the second part. Witnesseth:
 That the party of the first part has hereby let and rented
 to the parties of the second part and they have hired and taken
 from the party of the first part, for merchandise purposes, that
 two story brick store house building, in its present state of repair,
 dimensions and proportions, situated in the west side of Main
 Street in the city and County of Greenville, in the State aforesaid,
 bearing the number 126 S. Main St., and bounded on the north by
 J. T. Williams and the south by J. W. Eagle, for the term of
 five years, beginning the first day of January 1901 at the
 monthly rental of sixty dollars, unless changed as is herein-
 after provided, payable at the end of each and every month during
 the period of this lease.
 It is further agreed that the party of the first part will,
 if requested by the parties of the second part, build and erect by
 the first day of June 1901, a one story brick extension to the
 rear of the aforesaid store building, which extension shall not be
 less than forty five feet nor more than fifty five feet in length.
 Provided, The parties of the second part make upon the party
 of the first part on or by February the 1st 1901, written request for
 such extension, and in the event such written request is not
 by said time made, the party of the first part shall not be
 obligated to build the aforesaid referred to extension. It is
 further agreed that if said extension is built as aforesaid,
 the parties of the second part will pay to the party of the first

part for said store house and extension from the completion
 of said extension to the termination of this lease a monthly
 rental of seventy five dollars payable at the end of
 each and every month during the period of this lease.
 It is further agreed by and between the parties hereto,
 that the party of the first part shall not be liable to the
 parties of the second part for or on account of any damage
 or injury that may accrue to them by reason of or
 during the building of said extension to said store house
 building. It is further agreed that if after the parties
 of the second part take possession of the premises hereby
 demised, they shall alter, change, add to or make
 any improvement to said building or in same, such
 shall be done at their expense, unless previously agreed
 upon by the parties hereto: Provided, That the foregoing
 provision does not apply to the building of the extension
 herinbefore referred to. It is further agreed that if the
 premises hereby demised or any extension thereto shall be,
 without fault of the parties of the second part, destroyed or
 be so injured by fire by the elements or by any other cause,
 as to be untenable and unfit for occupancy, then
 and in such event this lease shall cease and determine
 and all parties released from further continuance of same.
 It is further agreed that if any injury or damage accrues
 to the water works and fixtures in said building and ex-
 tension by the negligence of the parties of the second part,
 their agents, servants and employees, the said damage
 and injury shall be repaired at the expense of the parties
 of the second part. It is further agreed that the parties
 of the second part shall not, nor will, at any time or times
 hereafter, grant, lease, let or demise all or any part of the
 said premises hereby demised, nor assign, transfer or
 make over the same, or this present lease or any of their
 term or time therein to any person or persons whatsoever,
 without the consent of the party of the first part for that
 purpose first had and obtained in writing. It is further
 agreed that if any rent shall be due and unpaid at
 any time of payment as is herein provided, or if default
 is made in any of the covenants herein by the parties
 of the second part, such failure to pay and default
 in covenants shall determine this lease and the party
 of the first part may enter and take possession with-
 out notice, suit or process. And the parties of the second
 part covenant to pay the rent to the party of the first