

The State of South Carolina,

This Indenture, made and concluded at Greenville, S.C., this 21st, day of November nineteen hundred and twenty-two by and between J.W. Lumsford the Lessor, on the first part and Sorbet & Company the Lessee, on the second part:

Witnesseth: That the said J.W. Lumsford have granted and leased, and by these presents doth grant and lease, unto the said Sorbet & Company the one story frame dwelling and store room situate, lying and being in the County of Greenville and State of South Carolina, on the East side of Judson Mill Property at the end of H. Street, known as Wm. McGaha property with all the appurtenances thereunto belonging;

To have and to hold, the said premises unto the said Sorbet & Co., and their executors, administrators and assigns, for the full term of One year, commencing on the 14th, day of November 1922 and ending on the 13th, day of November 1923, yielding and paying at the rate of Three Hundred and sixty Dollars per annum, payable on the 14th, day of each month, beginning on the 14th, day of December 1922, and on the 14th, day of each successive month thereafter during the continuance of this lease.

And the said Lessee, for and in consideration of the above letter premises, doth covenant and agree to pay to the said Lessor, the above stipulated rent, in the manner herein required.

And it is further agreed, that unless one months notice, in writing, be given, previous to the expiration of the period herein specified by the Lessor to the Lessees, of his desire to have possession of the premises, or to change the conditions of the Lease after such expiration; or the like notice be given by the Lessees to the Lessor, of their intention to vacate the premises after such expiration; then it is hereby agreed that this Lease will be considered as extending and binding in all its provisions for one year after such expiration; and so to continue from year to year, until such notice be given by either party, previous to the expiration of such extended term.

But the destruction of the premises by fire, or by any other casualty, shall terminate this agreement and it is mutually understood that the Lessee shall make no repairs at the expense of the Lessor, and any alteration or improvements desired by the Lessees at their own cost, must be done under the written sanction of the Lessor and all such alterations or improvements shall be surrendered to the Lessor on the Lessees removal.

The Lessees shall make good all breakage of Glass, and all other injuries done to the premises during their tenancy, excepting such as are produced by natural decay and unavoidable accidents.

And it is further stipulated and understood, by the parties to these presents, that if one months rent shall at any time be in arrear and unpaid the Lessor shall have the right to annul and terminate this Lease, and it shall be lawful for him to re-enter and forthwith re-possess all and singular the above granted and leased premises.

And it is mutually agreed by and between the parties to this agreement, that at the termination of this lease as hereinbefore set forth the Lessees shall have the right to an extension of this lease for the term of two years from Nov. 13, 1923 at the same rental if they so desire.

In witness whereof, the parties do hereunto set their hands and seals this 21st, day of November 1922.

Signed, sealed and delivered in presence of: Oscar K. Mauldin, Kitty Brown.

J.W. Lumsford (Seal)

Sorbet & Co., (Seal) By Joe Baxter. (SEal)

State of South Carolina, Greenville County.

Personally appeared Kitty Brown who upon oath says that she saw J.W. Lumsford & Sorbet & Co., by Joe Baxter sign, seal and deliver the foregoing instrument for the uses and purposes therein mentioned and that she with Oscar K. Mauldin witnessed the same.

Sworn to before me this 21st, day of November A.D. 1922. Oscar K. Mauldin (Seal) Notary Public, S.C.

Kitty Brown

Recorded November 21st, 1922.

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The State of South Carolina, } County of Greenville. }

Leonora Stroud and H.T. Stroud,

Plaintiffs.

- Vs -

Wm. D. Stroud, and any and every heir of his body other than the plaintiffs herein named, ages and places of residence unknown.

Defendants.

D-F-C-R-E-E.

Upon hearing the Report of the Master herein and upon motion of B.A. Morgan, Plaintiff's Attorney. It is Ordered: that said Report be and is hereby confirmed and made the judgment of this Court.

It is further Ordered, Adjudged and Decreed that the prayer of the decree be granted in that the title to the tract of land described in the complaint is vested in the plaintiffs, Leonora Stroud and H.T. Stroud, in fee simple; that they are the only bodily heirs of the said Wm. D. Stroud; that the said Wm. D. Stroud has been absent from his home in said County and State for nearly twenty years; that no report, information or intelligence to his whereabouts have been had for fifteen or sixteen years, the last information being that he was dead; that all parties defendant to this action be and are forever hereafter barred of all right, title and interest of, in and to said land.

Let a certified copy of this Decree be filed and recorded in the office of the R.M.C. for Greenville County and reference to same be made upon record of the deed of H.T. Stroud to Wm. D. Stroud in said office.

T.S. Sease. Circuit Judge at Chambers. 21, Nov. 1922.

See Judgment Roll #9545.

I hereby certify that the foregoing is a true and correct copy of the Decree now on file in my office

Harry A. Dargen, Clerk C.C.P. & G.S. Greenville, Co., S.C. COURT

Recorded November 23rd, 1922.

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