4 M — 8-55 —No. 350—LEASE (City Property) W. A. Seybt & Co., Office Supplies, Greenville, S. C.

State of South Carolina

County of GREENVILLE

FILED M. 28 1959 A M. Mrs. Ollie Farnsworth R. M. C.

Paul D. Patrick lessor

in consideration of the rental hereinafter mentioned, have granted, bargained and released and by these presents do grant,

bargain, and lease unto J. L. Morgan, D/B.A Malcolm Carter Motor Co. lessee

for the following use, viz.: Automobile sales lot and business connected therewith, the lot located in the State and County aforesaid, on the Southwest side of White Horse Rd., near Welcome High School, and having a frontage on White Horse Road of 120 ft., a frontage on Welcome Rd. of 125 ft., more or less, and a depth of 120 ft., more or less, along line of lot leased to White Horse Realty Co., the rear line to come on the White Horse Rd. side of two Pecan trees standing in rear, so that said Pecan trees will be outside the premises herein leased;

for the term of for the term of eight (8) years, commencing March 1, 1959 and ending Feb. 28, 1967, with an option of renewal on such terms and conditions as may be agreed upon; and the said lessee

in consideration of the use of said premises for the said term, promises to pay the said lessor the sum of $60.00 per month for the first twenty-four months, and $70.00 per month for the balance Dollars of the period

per payable at the end of each month

[redacted]

It is understood and agreed that the within leased premises are vacant and that the Lessee shall have the privilege of placing such buildings, signs, etc. connected therewith as it may desire, with the understanding that the improvements placed thereon are the property of the Lessee, his heirs and assigns, and that the Lessee shall have the privilege of removing the same on or before the termination of this lease.

It is also understood and agreed that any improvements placed upon the premises remaining thereon at the termination hereof shall become the property of the Lessor.

The Lessee will be given the first privilege to purchase the within premises at any time during the duration of this lease, if the lessor decides to sell.

It is further agreed that during the existance of this lease the lessor shall pay the taxes on the real estate; the Lessee to pay the taxes on any improvements placed thereon.

To Have and to Hold the said premises unto the said lessee J. L. Morgan D/B/A as Malcolm Carter Motor Co., his executors, or administrators for the said term. It is agreed by the parties hereto that this lease shall continue from year to year on the same terms, unless the party desiring to terminate it after the expiration of the term above mentioned give to the other party three (3) months written notice previous to the time of the desired termination, but the destruction of the premises by fire or making it unfit for occupancy or other casualty, or three (3) months' arrear of rent, shall terminate this lease, if the lessor so desires. [redacted] The Lessee may sub-lease all or any part of the within leased premises, but not for the sale of intoxicating beverages.

The lessee hereby acknowledges having a duplicate of this lease.

Witness our hands and seals the 31 day of January, 19 59

Witness:
Willie E Powell
Malcolm Carter
O K Patrick

Paul D. Patrick (SEAL)
LESSOR.
(SEAL)
J. L. Morgan (SEAL)
D/B/A Malcolm Carter Motor Company
Lessee (SEAL)
(SEAL)

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For assignment of Lease to Fred Williams see Deed Book 658 page 107