

The State of South Carolina  
The County of Greenville. (Lease)

This Indenture, made and concluded at Greenville City in the County and State aforesaid, this thirty-first day of August A.D. 1905, by and between W.P. Rewley the lesser of the first part, and E. Hicks and Company the lessee of the second part, witnesseseth, that the said party of the first part has granted and leased, and by these presents does grant and lease, unto the said party of the second part, the first or ground floor of the building located at 113 South Main Street in the City of Greenville County and State aforesaid, the said building being known as the "White front Restaurant", with all the appurtenances thereunto belonging;

To have and to hold, the said premises unto the said party of the second part, his executors, heirs and assigns for a period co-terminal with the lease of the part of the first part, commencing on the first day of September A.D. 1905 and ending on the termination of the lease of the party of the first part, yielding and paying at the rate of fifteen (\$15.00) dollars per month, payable on the first day of each month during the duration of this lease. And the said party of the second part, for and in consideration of the above letter premises, doth covenant and agree to pay to the said party of the first part, the above stipulated rent, in the manner herein required. And it is further agreed, that unless thirty days notice, in writing, be given, previous to the expiration of the period herein specified by the party of the first part to the party of the second part, 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 party of the second part to the party of the first part, of his 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 time, provided the said premises be then in the control and charge of the party of the first part. And it is mutually understood that the party of the second part shall make no repairs at the expense of the party of the first part, and any alteration or improvement desired by the party of the second part at his own cost, must be done under the written sanction of the party of the first part and all such alterations and improvements shall be surrendered to the party of the first part of the removal of the party of the second part. The party of the second part shall make good all breakage of glass, and all other injuries done to the premises during his tenancy, excepting such as are produced by natural decay and unavoidable accidents. And it is further understood, by the parties to these presents, that if one month's rent shall at any time be in arrear and unpaid the party of the first part shall have the right to annul and terminate this lease, and it shall be lawful for him to re-possess and forthwith re-possess all and singular the above granted and leased premises. It is mutually understood that the room over the said above described premises are to be occupied by the Greenville Athletic and Physical Culture Club, under the management of the party of the first part, and it is agreed that the light bill of said building shall be divided between the parties to these presents proportionately to the number of lights used each.

It is further mutually agreed that the party of the second part will in no way interfere with the patrons of the said G. A. & P. C. Club during his tenancy, and it is also agreed by and between the parties that the premises leased are to be used exclusively for a restaurant; that the party of the second part shall not re-lease or sub-let the same without the written consent of the party of the first part and that no intoxicating liquors of any description shall be allowed to be sold on the premises occupied and used by the party of the second part.

It is further agreed by and between the parties that no person shall be employed to manage said restaurant who is not agreeable to the party of the first part, in the event of the violation of any of the above provisions and conditions this lease is to be voidable at the option of the party of the first part and he shall be entitled to all rights hereinabove set out. In witness whereof, the parties do hereunto set their hands and seals this thirty-first day of August A.D. 1905, in duplicate.

Signed, Sealed and delivered in the presence of,  
Oscar K. Mauldin,  
W.S. Hicks.  
W.P. Rewley (Seal)  
party of the first part.  
Chas. E. Hicks and Co. (Ld)  
Part of the second part.

State of South Carolina  
County of Greenville.  
Personally appeared before me W.S. Hicks and made oath that he saw the within named W.P. Rewley and Chas. E. Hicks and Company sign, seal and as their act and deed, deliver the within written deed, and witnessed the execution thereof.  
Sworn to before me this 31st,  
day of August A.D. 1905.  
Oscar K. Mauldin, (Seal)  
N.P. Notary S.C.

Recorded this 31st, day of August 1905.

The State of South Carolina.

Deed

To all to Whom these Presents shall come or be made known,  
Or whom the same may in any-wise concern, I, S.J. Deuthit, Judge of Probate for the County of Greenville in the said State, Send Greeting:  
WHEREAS, J.M. Littlefield executor about the 2nd, day of July in the year one thousand eight hundred and seventy-seven did exhibit his complaint in the Court of Probate at Greenville Court House in the County of Greenville and State aforesaid, against Henry P. Hammett as executor and in his own right Phoebe Hammett, May M. Morgan W.R. Jones, and Perry D. Gilreath Sheriff of Greenville County and the Cause, being at issue before the Honorable Court aforesaid, came on to be heard on the 29th, day of August, one thousand eight hundred and seventy-seven when the said Court, after a full hearing thereof, and mature deliberation in the premises, did enter and decree that the Real Estate belonging to the estate of Jesse Hammett, deceased hereinafter, mentioned and described, should be sold at Public Auction, by Perry D. Gilreath Sheriff of Greenville County, on the terms, and for the purposes mentioned in the said Decretal Order, as by reference thereto on file in the said Court will appear; and the said Perry D. Gilreath Sheriff of Greenville County after having duly advertised the said Real Estate for twenty one days for sale by public outcry, on the first day of October in the year of our Lord one thousand eight hundred and seventy-seven did then openly and publicly, and according to the custom of auctions, sell and dispose of the said Real Estate below described, unto Almira Littlefield for one hundred and ninety five dollars she being at that price the highest bidder for the same.

KNOW ALL MEN THAT I, the said S.J. Deuthit Judge of Probate as aforesaid in consideration of the premises, and also in consideration of the sum of one hundred and ninety five dollars paid me by the said Almira Littlefield the receipt whereof is hereby acknowledged, Have granted bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Almira Littlefield and his Heirs and Assigns, All that tract of land situate, lying and being in the County of Greenville and State aforesaid, adjoining lands of William Cunningham, Nancy Hawkins, and others and containing fifty one acres more or less.

TOGETHER with all and singular the rights, members hereditaments, and appurtenances whatsoever, to the said tract of land belonging, or in any-wise appertaining, and the reversions and remainders, rents, issue and profit therefore; and also all the Estate, right, title, interest, dower, possession, property, benefit, claim and demand whatsoever, both at Law and in Equity of the said Jesse Hammett deceased and of all the parties to the said suit, and of all other persons rightfully claiming or to claim the same, or any part thereof, by, from or under them, or either of them.

TO HAVE AND TO HOLD the said tract of land with its hereditaments, privileges and appurtenances unto the said Almira Littlefield her Heirs and Assigns forever.  
IN WITNESS WHEREOF, I, the said S.J. Deuthit Judge of Probate as aforesaid under and virtue of the said Decree, have here unto set my hand and seal, at Greenville this 1st day of October in the year of our Lord one thousand eight hundred and seventy-seven and in the 102, year of the Sovereignty and Independence of the United States of America.

Signed and delivered in the Presence of:  
A.J. Mesley.  
J.H. Taylor.  
S.J. Deuthit (Seal)  
P.J.C.C.

The State of South Carolina  
Greenville County  
Personally before me J.H. Taylor and made oath that he saw the within named sign, seal, and as his act and deed deliver the within deed, and that he with A. J. Mesley witnessed the execution thereof.

Sworn to before me, this 29th, day of August A.D. 1905.  
P. D. Gilreath Not. Public. S.C. J.H. Taylor

Recorded September, 1st., 1905.

Chas. E. Hicks,  
July 8, 1906.  
at J. Ross