

(Lease 75 C)

State of South Carolina,  
County of Greenville.

Whereas, in a certain suit pending in the Court of Common Pleas for Spartanburg County, wherein American National Bank of Spartanburg and others were plaintiffs, and Fairforest Oil Mill, J.W.-Kendrick, and Kendrick-Walker Company were defendants, by an order of Judge Thomas S. Sease, bearing date April 15, 1913, G.W. Taylor was appointed Receiver of all the property of the said Kendrick-Walker Company; and

Whereas, by an order of Judge John S. Wilson, dated April 14, 1914, the said G.W. Taylor, as Receiver, was authorized to execute unto the purchaser of the remnant of the stock of goods of the Kendrick-Walker Company a three year lease of the store lot and building formerly occupied by the said Kendrick-Walker Company at Forty Dollars (\$40.00) per month, upon payment of Three Thousand Dollars (\$3,000.00), the purchase price (which sum has been paid to the Receiver);

NOW, THEREFORE, This indenture by and between G.W. Taylor, as Receiver of Kendrick-Walker Company of the one part, hereinafter called "the Lessor", and B.F. Flynn, Claud Flynn, and J.W. Flynn, partners in trade, under the firm name of B.F. Flynn & Brothers, of the other part, hereinafter called "the Lessee", WITNESSETH:-

That the Receiver does hereby lease unto the Lessees that certain lot of land in the Town of Taylors, County and State aforesaid, situate on the South side of Chick Springs Road, having a frontage on said road of Sixty (60) feet, and running back by parallel lines to the center of the main track of the Southern Railway Company (the rear portion of said lot, however, being subject to the right-of-way of said Railway Company), together with the store building thereon, being the same formerly occupied by Kendrick-Walker Company.

TO HAVE AND TO HOLD the said premises unto the said Lessees, and their Executors, Administrators, and Assigns for a period of three years, beginning with the 11th day of April, 1914 and ending with the 10th day of April, 1917.

In consideration of said letting the Lessees for themselves, their Executors, Administrators, and Assigns, do hereby covenant with the Lessor, his successors, and Assigns, as follows:-

That they will pay to the Lessor for the use of said premises a monthly rental of Forty Dollars (\$40.00) on the 10th day of each month during the life of this Lease, the first payment thereby falling due on May 10, 1914;

That if at any time the rent shall become as much as sixty days in arrears the Lessor, at his option, may declare this Lease terminated, enter upon the premises, and resume possession thereof, without resort to legal process.

And the Lessor shall have the right at all times and under any circumstances to enter upon the premises in order to inspect the condition of the same;

That the Lessees shall keep the premises in good repair and return them at the end or earlier termination of this lease in as good condition as they were received, save for natural decay and unavoidable accident or act of God.

All alterations shall be made at the expense of the Lessees, but none shall be made without the written consent of the Lessor.

Witness the hands and seals of the parties, in duplicate at Greenville, South Carolina, on this the 16th, day of April, 1914.

Witnesses:

Stephen Nettles,  
Hugh Thackston,

G.W. Taylor (L.S.)  
As Receiver of Kendrick-Walker Co.  
B.F. Flynn & Bros.  
By B.F. Flynn, (L.S.)

State of South Carolina,  
County of Greenville.

Personally appeared before me Hugh Thackston, who on oath, says that he saw the within named G.W. Taylor as Receiver of Kendrick-Walker Company, and B.F. Flynn & Brothers, by B.F. Flynn, execute and deliver the foregoing instrument for the uses and purposes therein stated, and that Stephen Nettles with him, were subscribing witnesses.

Sworn to before me this 16th day of April A.D. 1914.

H.C. Miller, (L.S.)  
Notary Public for South Carolina.

Hugh Thackston

Recorded for April 16th, 1914.