

State of South Carolina,
County of Greenville.

I, D.D. Davenport, lessor in consideration of the rental hereinafter mentioned, have granted, bargained and released, and by these presents do grant, bargain, and lease unto A.G. Howell of Greer, S.C. lessee the store-room (to be built) on west side of Trade St. in Town of Greer, S.C. building to be 30 ft. wide, 100 ft. long (overall) basement to be 8 ft. high, 30 ft. wide, 50 ft. long (overall) basement to have concrete floor for the term of five years, beginning at completion of above named building and ending five years from that date and the said lessee in consideration of the use of said premises for the said term, promise to pay the said lessor the sum of \$60.00 per month for first three years \$65.00 per month for next two years, payable monthly under the following conditions. The Lessee shall not sub-rent or assign the above mentioned premises without first obtaining the written consent of the lessor. It is also agreed that the lessor shall not be liable for any damages that may occur from leaks or any other unavoidable accidents. The Lessor agrees to repair leaks in roof in a reasonable time after notification by lessee.

To have and to hold the said premises unto the said lessee his executors, administrators and assigns 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 give to the other party one months written notice previous to the time of the desired termination, but the destruction of the premises by fire or other casualty, or one months arrear of rents, shall terminate this lease at option of lessor. The lessee agree to make good all breakage of glass, and all other injuries done to the premises during the term, except such as are produced by natural decay and unavoidable accidents, and agree to make no repairs, improvements or alterations in the premises without the written consent of the lessor.

Witness our hands and seals the 22, day of Sept. 1913.

Witness:

Eunice Greene,
M.C. Davenport.

D.D. Davenport, (Seal)

A.G. Howell, (Seal)

(This lease signed in duplicate).

State of South Carolina,
County of Greenville.

Personally comes Eunice Greene and makes oath that she saw the within named A.G. Howell, Lessee & D.D. Davenport, Lessor sign and seal the within written instrument and that she with M.C. Davenport witnessed the execution thereof.

Sworn to before me this 22, day
of Sept. 1913.

Eunice Greene.

M.C. Davenport (L.S.)
Notary Public, S.C.

Recorded for Sept. 23rd, 1913.

State of South Carolina,
County of Greenville.

Memorandum of Agreement made this 23rd, day of September, 1913, between M.C. Davenport, of the first part, hereinafter designated as "Landlord", and Sullivan-Markley Hardware Company, a corporation of South Carolina, of the second part, hereinafter designated as "Tenant", Witnesseth:

That the Landlord has leased unto the Tenant, who has taken the same, that lot of land with the buildings thereon, in the City of Greenville, South Carolina, extending from Main Street westerly to Laurens Street, and known as No. 113 North Main Street and No. 112 North Laurens Street (excepting the second and third floors of the Laurens Street building, which are not leased and are hereby reserved), for the term of three years, beginning Nov. 1st, 1913 and ending Oct. 31st, 1916, for the annual rental of Three thousand dollars, payable in monthly installments of Two hundred fifty dollars on the first day of each calendar month in advance.

The Landlord agrees to keep the buildings in repair and the roofs ~~to~~ repaired in a reasonable time after reported by Tenant, and make reasonable inspections of the same occasionally, but will not be responsible for damage ~~to~~ from unavoidable accidents, provided, however, that the Tenant shall make good and repair all damage done by it and its servants during the continuance of the lease, and at the end of the term, surrender the buildings in as good condition as when received, reasonable wear and tear and use thereof excepted.

In the event of damage to any of the buildings or any part thereof by fire or fires, this lease shall continue in force as though the same had not occurred, in which event the Landlord shall repair the buildings with reasonable dispatch. While the repairs are in progress a reasonable deduction shall be made for the rent if the Tenant should be damaged or suffer any loss by reason of said repairs. In the event of a total loss ^{of} the buildings by fire the Landlord shall not be under obligation to the Tenant to repair, but may cancel this lease without notice, returning unearned rent.

This lease shall continue in force at the end of three years from year to year unless one of the parties gives thirty days notice in writing to the other of intention to discontinue the same.

The Tenant shall pay all water rents and for all frozen and broken water pipes due to its negligence or that of its servants. The Tenant shall not sub-rent or assign any part of the premises without the consent of the Landlord in writing.

The Tenant shall have the right to remove any elevator, furniture, fixtures or appurtenances which it may place in the buildings, but it is understood no changes or improvements of a substantial character, which will damage the property, are to be made by the Tenant except by permission of the Landlord.

If the Tenant shall fail to pay the rent for ten days after the same shall become due, or to observe any of the terms and covenants of this lease, the Landlord shall have the right to re-enter and take possession of the premises without notice, and this lease shall thereupon end, at option of the Landlord.

IN WITNESS WHEREOF the Landlord has hereunto set his hand and seal, and the Tenant has caused this agreement to be signed by C.S. Sullivan, its Vice President, this the day and year first above written, in duplicate.

(Over)