

State of South Carolina:  
County of Greenville

This agreement made this 8<sup>th</sup> day of December A.D. 1922 between Julius H. Heyward as executor of the will of Elizabeth M. Heyward of the one part and M.W. James — of the other part witnesseth: That the said Heyward lessor, has leased and does hereby lease to the said M.W. James lessee, the premises known as number 106, on W. Washington St. in the city of Greenville, County of Greenville, State aforesaid for the term of two years beginning on the 1<sup>st</sup> day of January A.D. 1923, and ending on the 30<sup>th</sup> day of December A.D. 1924.

And the said lessee hereby agree for himself and heirs to pay for the use of said premises for said term, the sum of Seven hundred & Twenty dollars, as follows, to wit: Thirty dollars on the 1<sup>st</sup> day of January A.D. 1923 and thirty dollars on the 1<sup>st</sup> day of each succeeding month thereafter, until the said sum of \$720.<sup>00</sup> dollars shall have been fully paid: and should any one of said monthly payments or any part thereof, be due and unpaid for the space of five days, then and in such case, the whole unpaid balance of the said \$720.<sup>00</sup> dollars shall forthwith become due, and the lessor his heirs or assigns or successors shall have the right to forthwith collect the same with costs and expenses, by any means provided by law for the collection of rents in arrear and any personal property found upon said premises shall be and is hereby made liable for said rent, this agreement being hereby made and constituted a lien upon such property, prior to all other liens except taxes or assessments for public purposes.

And the said lessee further hereby agrees to replace at his own expense all glass broken on said premises, and to keep the buildings and all parts thereof in good repair and should the said lessee fail at any time to make said repairs when required by the lessor his heirs, successors or assigns, so to do then and

in such case, the said lessor his successors heirs or assigns shall have and is hereby given the right to enter upon said premises and have said repairs made and any expense incurred in so doing shall be added to the above stated rent, and shall be collectible as rent as soon as so incurred. And the said lessee further agrees hereby to make no alterations in, nor additions to any of the buildings on said premises, without the previous written consent of the lessor, his successors heirs or assigns; not to sub-rent said premises or any part thereof, without the previous written consent of the lessor his successors heirs or assigns, and to deliver up possession of said premises at the expiration of this lease, ~~or~~ to the lessor, his successors heirs or assigns, in good repair and condition, and without delay. And it is further hereby agreed that this lease shall not be assigned by the lessee, to any person or persons whomsoever without the previous written consent of the lessor his successors, heirs or assigns; that the lessee shall not sell his stock of goods in bulk, without the previous written consent of the lessor, his successors heirs or assigns and should the said lessee, attempt to assign this lease to any one or attempt to sell said stock of goods in bulk, without the previous consent of the lessor his successors heirs or assigns, or should the said lessee fail or refuse at any time to comply with any of the terms of this lease as above set forth then and in either of such cases, the lessor, his successors heirs or assigns shall have the right at his or their option, to declare this lease forfeited, and to forthwith collect any balance of said \$720.<sup>00</sup> dollars rent then remaining unpaid. Witness the hands and seals of the said parties the day and year above written. In presence of,

Thomas Allen.  
Adam C. Wilborn

Julius H. Heyward (Seal)  
M.W. James (Seal)

(over)