State of South Carolina,

County of Greenville.

Lease Contract.

Memorandum of Agreement entered into this 12th, day of April, A.D., 1923, by and between J.D.Neal, hereinafter referred to as the Landlord, and W. Robinson, hereinafter referred to as the Tenant, Witnesseth:

- 1. That the Landlord, in consideration of the rental hereinafter stipulated, has granted, bargained and leased, and by these presents does grant, bargain and lease unto the Tenant, all that certain lot of land in the City of Greenville, County and State aforesaid, upon which is situate a store building, known and designated as No. 120 Houston Street, with the usual rights and privileges incident thereto, for a period of one year from the 1st, day of April, 1923.
- 2. In consideration of the above, the Tenant agrees and contracts to pay unto the Landlord as rental for said premises the sum of Thirty (\$30.00) Dollers per month, beginning with the 1st, day of April, 1923, and due and payable on or before the loth, day of each succeeding month during the life of this contract.
- 3. It is agreed by the parties hereto that the Tenant shall have the privilege of renewing this lease at its expiration for a two-year period at the rate of \$33.333 per month for said period; and at the end of such two-year period, said Tenant shall have the privilege of again renewing his lease for an additional two year period at the rate of not more than \$35.00 per month for said

It being understood, however, that should said Tenant not avail himself of said renewal privilege, he shall give notice in writing to that effect to the Landlord not less than thirty days prior to the expiration of this lease.

Said promises shall not be sub-let without approval of Landlord.

- 4. The Tenant agrees to use said premises in a legal manner for the conduct of a mercantile business thereon; and agrees to take good care of the same and to restore some to the Landlord at the expiration of his lease in the same good general condition as they are now in; usual wear and tear excepted.
- 5. It is understood and agreed that the Tenant is to bear all operating expenses incident to said premises, including heating, lighting, water, telephone and ordinary repair. In witness whereof, the parties hereto have effixed their hands and seals this the day and year first hereinabove written, agreeing thereby to bind themselves, their heirs and assigns to the

faithful performance of the terms and conditions herein above expressed.

In presence of:

Notary Public for S.C.

G.L. Mitchell.

Jas. D. Neal (L.S.)

Landlord

W.M. Walters.

· W. Robinson (L.S.)

State of South Carolina, County of Greenville. Personally appears before me G.L. Mitchell who on oath says that he saw the within nemed Jas.D.-Neal and W. Robinson, sign, seal and as their act and deed deliver the within written instrument for the uses and purposes there in expressed, and that he with W.M. Walters witnessed the Sworn to before me this 12th, day of April, 1923. W.M. Walters

G.L. Mitchell.

Recorded May 14th, 1923.

Vol. 85-Title to Real Estate.

State of South Carolina,

County of Greenville.

Whereas, the estate of D.D. Davenport is the owner of and in possession of a certain lot on the south-west corner of Coffee and Spring Streets, in the City of Greenville, S.C., with a frontage of one hundred and seven and eight-tenths (107.8) feet on Coffee Street, and a depth of one hundred, twenty-two and nine-tenths (122.9) feet on Spring Street, and running back to the property of C.O. Allen; and,

Whereas, the said C.O. Allen is the owner of and in possession of all the remainder of the land in the block bound by Washington, Brown, Coffee and Spring Streets; and,

Whereas, The Peoples National Bank of Greenville, S.C., as executor of the will of the said D.D.-Davenport, and the said C.O. Allen have agreed to establish an alley or driveway twenty (20) feet in width, extending from Brown Street to Spring Street, the said executor of the will of D.D.-Davemport, having agreed to give ten (10) feet off of the rear of this property, and the said C.O. Allen having agreed to give the remainder, for the purpose of establishing said alley or driveway, reference to plat thereof, made by R.E. Dalton, Engineer, June 1921, recorded in Plat Book F., page 123, R.M.C. Office Greenville County, will show fully the description of the property of both of said parties and the exact location where said alley is to be established.

Now, Therefore, said parties hereby agree to give the amount of land hereinabove set forth for the purpose of establishing said twenty (20) foot alley or driveway running from Brown Street to Spring Street at the exact location shown on the plat hereinabove referred to, and it is hereby agreed that said alley shall forever remain open as a passage or driveway for the joint use and benefit of the estate of the said D.D. Davenport and of the said C.D. Allen, their respective heirs, successors and assigns, or their agents, servants and tenants.

That the said C.O. Allen hereby reserves to himself, his heirs and assigns, the right and privilege at any time hereafter, of constructing over and above said alley such building or buildings, or make such connections between such building or buildings as may hereafter be erected by the said C.O. Allen, or his heirs and assigns, upon the lots on the North and South sides of said alley, which are now owned by the said C.O. Allen, but said buildings or said connections shall not in any manner interfere with the free passage and travel over and along said alley.

In witness whereof, the parties hereto have hereunto set their hands and seals in duplicate, this the 14th, day of May, A.D. 1923.

In presence of:

T.A. Roe.

H.S. Rives.

C.O. Allen.

(L.S.)

The Peoples National Bank of Greenville S.C., as Executor Estate of D.D. Davenport By Wn. C. Beachem, Prest. (L.S.)

State of South Carolina,

County of Greenville.

Personally appeared before me T.A. Roe, who upon oath says that he saw the within named, The Peoples National Bank of Greenville, S.C., as executor of the will of D.D. Davenport, deceased, by its duly authorized officers, W.C. Beachan, President and T.G. Davis, Cashier and C.O. Allen, sign, seal, and as their act and deed, deliver the foregoing written instrument for the uses and purposes therein mentioned, and that he with H.S. Rives witnessed the execution thereof. Sworn to and subscribed before me,

this 14th, day of May, A.D. 1923.

H.S. Rives Notary Publicator with Carolina.

Recorded May 17th, 1923.

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