

the proposition thereof upon which said owner has to pay as above stipulated; and that all such new buildings shall belong to said owner at the termination of this lease.

And it is further agreed that if any rent payment herein stipulated shall at any time be past due and unpaid for a period of one month after the time herein fixed for such payment, or if said Lessee or any other person or persons or corporation occupying said premises shall be adjudged bankrupt or shall become insolvent or make an assignment for the benefit of the creditors or shall abandon said premises or shall use them for any purpose which shall cause them to deteriorate in value or shall constitute a nuisance to the neighbors, or if any of the conditions hereof be violated, then it shall be lawful for said owner or her agents, without suit or process, forthwith or within a reasonable time thereafter to declare this lease terminated; enter upon said premises, and resume the possession thereof and remove all persons therefrom as tenants holding over after the expiration of their lease and for non-payment of rent; and the said Lessee hereby gives notice from said owner of such intention or fact of termination; and in such event said lease shall, at the option of said owner terminate forthwith; provided that this shall not be deemed to deny to said owner the right to enforce this contract and collect all rent due thereunder; and upon the termination in any manner of this lease or any extension thereof, said Lessee hereby agrees to vacate said premises immediately and to surrender the possession thereof to said owner or her agent peaceably and in as good condition as the same are now in, reasonable wear and tear and use thereof excepted.

And it is further agreed that in the event of litigation or disagreement regarding any of the terms of this lease or the occupancy of said premises or any other matter relating thereto it shall be lawful for any judge of the Court of Common Pleas for said State upon application to him, ex parte or otherwise, in behalf of said owner, at chambers or in open Court, in or out of the County of Brunswick, or for the judge of the County Court

next page

of said County to appoint without notice to said Lessee a receiver for said premises, to take possession thereof or to collect the rent thereof and hold the same for the benefit of said owner pending such litigation or until the adjustment of such disagreement.

It is understood that said Lessee desired to use said premises for the purpose of erecting thereon a filling station for the sale of gasoline for use in motor vehicles, and that said premises cannot be so used except by permission of the City Council of Greenville. Therefore it is agreed that unless such permission can be obtained within sixty days from this date, this lease shall be null and void; and it is further agreed that if such permission be granted said Lessee shall begin to pay rent on said premises from the date of the granting of such permission, and shall be entitled to possession of said premises on said date.

And it is further agreed that the terms and conditions hereof shall extend to and bind the heirs, executors, administrators and assigns of the parties hereto, respectively.

In witness whereof the parties hereto have inter alia lawfully set their hands and attached their seals to duplicate copies hereof, on the day and year first above set forth.

Elizabeth S. Whitmire Seal
Party of the first part.
H. C. Harrelly Seal
Party of the second part.

Signed, sealed and delivered in the presence of:
L. O. Pines } as to H. C. Harrelly
J. V. Crosskey }
Josephine (Norman) } as to Elizabeth S. Whitmire
L. O. Patterson }
State of South Carolina
County of Greenville
Personally appeared before me Josephine Norman and we do say that she with the within named Elizabeth S. Whitmire, party of the first part, single, single and as heretofore and duly delivered the within written instrument, and that she with L. O. Patterson witnessed the execution thereof.

Josephine Norman
Sovereign to before me this 24th day of May

over