

LEASE

between

Malcolm C. Davenport and Maud G. Davenport, his wife,

and

The United States of America

1. This Lease, made and entered into this 13th day of June in the year one thousand nine hundred and thirty-four by and between.

Malcolm C. Davenport and Maud G. Davenport, his wife, whose address is Greer, Greenville County, South Carolina, for themselves, their heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and the United States of America hereinafter called the Government;

Witnesseth: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz: All that certain room, twenty-eight feet five inches by ninety-seven feet five inches (28' 5" x 97' 5"), providing 2768 square feet of floor space, net, on the first floor and a basement underneath twenty-eight feet five inches by forty-seven feet (28' 5" x 47'), providing 1336 square feet of floor space, net, inside measurements, of the one story and basement, brick and concrete premises, situated on the west side of Trade Street, between Randall Street and the C. & N. Railway, on Lot No. 199, in Block No. 80, City of Greer, S. C. in,

Greer, Greenville County, South Carolina,

to be used exclusively for the following purposes: As and for a post office in, Greer, Greenville County, South Carolina.

3. To have and to hold the said premises with their appurtenances for the term beginning August 1, 1934, and ending with July 31, 1936, two years in all.

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by any one other than the Government, such sublessee, and the agents and servants of the Government, or of such sublessee.

5. (marked out)

6. The Lessor shall furnish to the Government, during the occupancy of said premises, under the terms of this lease, as part of the rental consideration, the following: Said room, fitted and supplied by the Lessor with the present equipment consisting of a good fireproof safe with burglar resisting chest, and all boxes, fixtures and furniture requisite to make the said room or rooms in every way satisfactory for use as a post office; provided that after acceptance of such equipment no additional equipment shall be required except for replacements. The Lessor shall keep the said safe with burglar resisting chest, boxes, fixtures and furniture in good repair and conditions, to the satisfaction of the Post Office Department. The Lessor shall pay all taxes and water rates, shall have this lease duly recorded, and shall properly protect all windows and doors in the building by iron bars or wire gratings according to requirements. The Lessor shall furnish with heating and lighting fixtures, plumbing and toilet facilities, the necessary water and electric meters; satisfactory heat, light, power and water. The Lessor shall keep the said heating and lighting fixtures, plumbing and toilet facilities, in satisfactory repair and condition during the term of this lease.

7. The Lessor shall, unless herein specified to the contrary, maintain the said premises in good repair and tenantable condition during the continuance of this lease, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs to the building.

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted: Provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Government ninety days before the termination of the lease.

(OVER)