

## TITLE TO REAL ESTATE

SECTION THREE - JANUARY 15 - GREENVILLE

State of South Carolina,  
County of Greenville

# 1033

This Agreement made and concluded this 26th day of January, 1937, by and between S. L. Sewell, hereinafter called Lessor, and Edward Howard, hereinafter called Lessee, witnesseth:

The Lessor agrees to lease and the Lessee for the rent hereinafter stipulated and upon the terms and conditions hereinafter set forth, agrees to lease the premises more fully described on the sketch hereinafter annexed and made a part of this Agreement, said premises being situated on Anderson Street, just beyond the city of Greenville, and being the same premises conveyed to the Lessor herein by P. D. Smith by deed dated January 25, 1937, for a term of five years commencing on or about March 15, 1937, at which time certain buildings hereinafter referred to are to be completed, with the option to the Lessee to renew their lease for a period of one year at the same rental, provided said Lessee gives to the Lessor sixty days written notice of his intention to exercise this option.

The Lessee agrees to pay and the Lessor agrees to accept as payment for this lease a rental of Forty Dollars per month, payable as follows:

- (1) First year - \$240.00 upon completion of the buildings hereinafter referred to; \$50.00 per month commencing six months from the date of said \$240.00 payment for a period of three months; the balance of \$90.00 to be paid at the end of the first year by crediting the said amount to the payment of interest due on the mortgage covering said premises given by the Lessor herein to the Lessee.
- (2) Second year - \$45.00 per month for the first two months; balance of \$390.00 to be paid at the end of the year by crediting said mortgage with the sum of \$300.00 principal and \$90.00 interest.
- (3) Third year - \$36.00 per month for the first three months; balance of \$372.00 to be paid at the end of the year by crediting said mortgage with the sum of \$300.00 on principal and \$72.00 interest.
- (4) Fourth year - \$36.50 per month for the first four months; balance of \$354.00 to be paid at the end of the year by crediting said mortgage with the sum of \$300.00 on principal and \$54.00 interest.
- (5) Fifth year - \$480.00 to be paid at the end of the year by crediting said mortgage with said amount on principal; at the end of said fifth year said Lessor agrees to pay said Lessee the balance due on said mortgage, amounting to \$120.00 principal and \$36.00 interest.

It is mutually agreed by and between the parties hereto as follows:

- (1) The Lessee agrees to furnish and install all fixtures including shelves and lighting fixtures except the chain drops necessary for the proper use and enjoyment of the new buildings to be erected on said premises; title to said fixtures to remain in said Lessee who shall have the privilege of removing them upon the expiration of this lease.
- (2) This lease shall be non-transferable and any attempted assignment thereof shall automatically cause said lease to cease and determine and said Lessee shall forfeit all rights hereunder; provided however that said Lessee shall have the right to sub-let any or all of the buildings on said premises.
- (3) The Lessor agrees to erect on said premises additional buildings as shown on the sketch hereto attached and made a part of this agreement said buildings to be completed and delivered to the Lessee on or March 15, 1937, or as soon thereafter as possible.
- (4) The Lessor reserves and the Lessee agrees to such reservation a three foot strip along the north side of said lot for its entire depth, the right to the joint use of the ten foot alley along the south side of said lot for its entire depth and the right to the exclusive use of the 45 ft strip across the rear of the said lot.

In Witness Whereof the parties have hereunto set their hands and seals in duplicate this 26th day of January, 1937.

In the presence of:  
Virginia Simkins  
E. M. Blythe Jr.

S. L. Sewell  
Lessor.  
Edward Howard  
Lessee.

" For Probate see next page "