

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

LEASE AND AGREEMENT.

This Lease and Agreement made and entered into this 26th day of March, 1937, by and between C. L. Sewell, hereinafter called the lessor and Ed. Howard, hereinafter referred to as the lessee.

WITNESSETH:

The lessor agrees to lease unto the lessee a certain lot of land situate in the City of Greenville, S. C., on Anderson Street, having a frontage on said street of 51.5 feet and extending back in parallel lines a depth of 95 feet and known as #708 Anderson St., according to the City enumeration, upon which lot is now being constructed a one story brick building, upon said lot which joins this and connects with other buildings already situate upon said lot and this lease shall cover all buildings situate upon said lot including the store and living quarters, for a period of five years, commencing on the 5th day of April, 1937, and ending on the 5th day of April, 1942.

In consideration for said premises the lessee agrees to pay to the lessor as rent therefor the sum of \$2030.00 in advance, which has been, or is being paid as follows: \$1500.00 heretofore paid on the 26th day of January, 1937, \$245.00 on the \_\_\_ day of March, 1937, \$200.15 in cash on this date and the assumption by the lessee of a bill in the sum of \$84.85 due the Citizens Lumber Co.

It is understood and agreed that the new buildings constructed in accordance with the sketch hereto attached and made a part of this agreement and that said buildings shall be completed and possession delivered to the lessee not later than April 5, 1937, all of which shall be at the expense of the lessor herein.

In addition to the construction of said buildings as shown on said sketch the lessor agrees to pave the space between the side walk and front of the building, that is at present unpaved, but for this work the lessee is to pay to the lessor the sum of \$50.00 when the same is completed.

The lessor agrees to carry at his expense insurance covering said buildings in a reliable fire insurance company in the sum of at least \$2000.00, with a loss payable clause in favor of the lessee and in the event the lessor fails to pay said premiums, or maintain said insurance, the lessee shall have the right to do so, and this lease shall be automatically extended beyond the period of five years for such time as may be necessary to reimburse the lessee for such premiums paid, on a rental basis of \$40.00 per month.

It is likewise agreed that the lessor will pay all taxes covering said property and that in the event he fails to do so, the lessee shall have the right to pay the same and said lease shall be extended for such additional time as may be necessary to reimburse the lessee for such taxes paid, upon the same rental basis above stated.

It is understood that the lessor will keep said building in good repair, suitable for the purpose of this lease, and in the event he fails to do so the lessee shall have the same repaired and likewise said lease shall be extended for such time as necessary to reimburse the lessee for such repairs, upon the same rental basis above stated.

In the event the lessor fails to complete the building now under consideration by the date above mentioned, the lessee shall have the right to complete the same and said lease shall be extended for such time as may be necessary to reimburse the lessee for such sums paid by him to finish said building, upon the same rental basis above stated.

The lessor is this day executing to the lessee a mortgage covering said lot and buildings in the sum of \$2000.00, which mortgage shall be satisfied and marked paid in full by the lessee herein upon the termination of this lease, in the event he shall be allowed quiet and peaceful possession of the premises so leased.

It is understood and agreed that this lease shall not be assigned by either party unless by the written consent of the other party. The lessee shall have the right to sub-lease or sublet the whole or any part of said premises.

All shelving, which the lessee desires to construct in said building shall be done at his own expense, and the buildings shall include the plumbing shown on said sketch, including bathtubs, lavatories and commode. Lessor reserves the right to use the alley way along said buildings, and also the three foot strip on the other side of said building.

In witness whereof we have hereunto set our hands and seals this 26 day of March, 1937.

In the presence of:

D. B. Leatherwood.  
Semmie Lurey

C. S. Sewell,  
Lessor  
Edward Howard  
Lessee.

State of South Carolina,  
County of Greenville.

*Handwritten notes and signatures:*  
- "Cancelled in 1938" with a large checkmark and signature.  
- "This is the same as the one in the book" written vertically.  
- "Ed. Howard" written vertically.  
- "Sewell" written vertically.  
- "38 South" written vertically.  
- "20 1/2" written vertically.  
- A circular stamp: "RECORDED AND INDEXED BY [unclear] AT THE OFFICE OF THE CLERK OF THE COUNTY OF GREENVILLE, S. C. 20 1/2".