

State of South Carolina,
County of Greenville.

Personally appeared before me J. P. Mayer and made oath that he saw the within named X sign, seal and as his her their act and deed, deliver the within instrument, and that he with M. W. Fore witnessed the execution thereof.

Sworn to before me, this 8th day of May, A. D. 1940. J. P. Mayer.

D. H. Mims (SEAL)

Notary Public, S. C. N. P. S. C.



S. C. Stamps \$0.08

Recorded May 8, 1940 at 3:10 P. M. #6688 BY: E. G. --

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STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

This AGREEMENT AND LEASE made and entered into this 1st day of May, 1940, by and between Paul G. Cushman, hereinafter referred to as the LESSOR, and W. D. Dodenhoff, hereinafter referred to as the Lessee, Witnesseth:

1. That the Lessor is the owner of a certain lot of land on the West side of Rutherford Street, just without the corporate limits of the City of Greenville, being a portion of Lot No. 6, according to Plat recorded in Plat Book UU, page 61, R. M. C. Office for Greenville County, and being more particularly described according to said Plat as follows:

Beginning at a stake on the West side of Rutherford Street, which stake is at the Northeast corner of Lot No. 6, and running thence along line as shown on said Plat of the old railroad property S. 81 W. 30 1/4 feet to a stake; thence S. 1/4 E. 38 feet to a stake; thence in an Easterly direction 302 feet, more or less, to a stake on the West side of Rutherford Street, which stake is 78 feet S. 1/4 E. from the beginning stake; thence with Rutherford Street N. 1/4 W. 78 feet to the beginning. The above is the Northern Half of the lot conveyed said Paul G. Cushman, et al by H. E. Stewart, et al, by deed dated November 21, 1938, and recorded in Deed Book 207, page 80, R. M. C. Office for Greenville County.

2. The Lessor in consideration of the rent to be paid as hereinafter specified, and of the other covenants and agreements hereinafter set forth to be faithfully kept and performed by the Lessee, does hereby demise and lease unto the Lessee the premises above described, with the building thereon, for the term of five years commencing May 1st, 1940, and continuing for a period of five years, expiring on April 30, 1945.

3. The Lessee agrees to pay as rental for said premises for said period the sum of \$3300.00, to be paid at the rate of \$55.00 per month in advance, the first payment to be paid not later than May 10, 1940, with a like amount not later than the 10th of each and every subsequent month during the term of this lease.

4. The Lessee has the right and privilege to renew this lease for a period of five years from the expiration date hereof, provided the Lessee gives notice thereof in writing to the Lessor on or before February 1st, 1945; and the rental price for said renewal term is to be the same as the rental price for the first five years.

5. The Lessee agrees to take good and proper care of the premises leased herein, and to deliver same to the Lessor at the expiration of this lease or any renewal thereof, in good order and condition, loss or damage by ordinary wear and tear, or act of God alone excepted; and the Lessee agrees to make any and all necessary repairs or replacements with respect to said premises, except those caused by ordinary wear and tear, or act of God.

6. In the event, during the term of this lease or the renewal thereof, said premises shall be destroyed by fire or act of God, or in the event said premises shall be partially damaged from any such cause to such an extent as to make said premises untenable for the Lessee, in the judgment of the Lessee, either party hereto shall have the right to terminate said lease, and upon such termination the rental shall be pro rated as of the date of such termination, and the Lessee shall be refunded his proportionate part of any advance payment of rent made by him. In the event the premises are only partially destroyed by fire or an act of God, and the damage not being great enough in the judgment of the Lessee to cause him to vacate said premises, then, and in such case, there shall be an abatement of rent proportionately to the amount of damage and inconvenience caused the Lessee by any such act, and said abatement shall continue until the premises are restored to their former condition.

7. The Lessee shall not assign this lease or sublet any portion of the premises above described without the written consent of the Lessor.

8. It is agreed between the parties hereto that the Lessee shall have the option