46782 PROVENCE-I-REARD CO.-GREENVILLE

STATE OF SOUTH CAHOLINA?

COUNTY OF GREENVILLE.

## LEASE

This Indenture made and entered into this the 30 day of May A. D. 1940, at Greenville, S. C., by and between Paul G. Cushman and Freddie C. Charlotte, Parties of the First Part, hereinafter called the Lessors, and Poinsett Auto Storage Company, a corporation, Yellow Cab Company, a corporation, and E. S. Toohey, all of Greenville, S. C., Parties of the Second Part, hereinafter called the Lessees, WITNESSETH:

1. That the Lessors have hereby leased and rented to the Lessees, and the Lessees have leased and rented from the Lessors the following described premises and properties situate in Ward 3 in the City of Greenville, S. C., to-wit:

All that lot of land in the City of Greenville, County and State aforesaid, on the Northeast corner of the intersection of South Laurens Street and West Court Street, fronting 100 feet on each of said streets, and being a square 10t 100 feet by 100 feet, together with the two story building and all improvements thereon situate.

- 2. The Lessees are now in possession of said property and premises, and the lease term under the provisions of this contract shall begin August 1, 1941, and shall end and terminate July 31, 1946.
- 3. The Lessees shall pay to the Lessors as rental for said premises, the sum of \$450.00 per month, payable in advance on the first day of each and every month, but said rental shall not be considered in arrears if payment is made on or before the fifteenth day of each and every month during the term of this lease.
- 4. It is understood and agreed that the aforesaid premises shall be used as a storage garage, service and taxi station, and for such other purposes as are incident to the operation of a business of this character, and this lease shall not be assigned, nor shall the premises or any portion thereof be sub-let or used by others than the Lessees herein in the conduct of their business operations without the written consent of the Lessors.
- 5. It is further agreed that the Lessees shall pay all water and light bills and keep in repair at their own cost, all water and sewer pipes and fixtures, and accessories used in connection therewith, and in the same manner keep in repair all light wires, conduits and fixtures.
- 6. The Lessors shall keep the walls and roof of said building in reasonable and proper repair during the term of this lease. However, if damage is done to the building by the negligence, carelessness or recklessness of the Lessees, their agents and servants, then, the cost of such repairs to the building and the cost of replacing all glass broken while the premises are in possession of the Lessees, shall be borne by them.
- 7. The Lessors, their representatives and agents, shall have the right to enter the premises at reasonable hours from time to time for the purpose of showing said building and premises to any prospective purchaser.
- 8. It is further agreed that the Lessees at the end of the term of this lease, either upon its expiration or upon a sconer termination thereof, will quit and surrender the said premises in as good condition as when the premises were delivered to them, damage by ordinary use thereof, and by the elements excepted, provided that if the building on said premises is so injured or destroyed by fire or other cause not the fault of the Lessees, then this lease may be terminated by either party thereto.
- 9. Should the Lessees fail in business or be placed in the hands of a Receiver, or into bankruptcy, either voluntarily or involuntarily, so that one or more of the Lessees shall not be able to continue the operation of the business or businesses for which the premises are used,