

~~CRACKED~~ Title to Real Estate.

STATE OF SOUTH CAROLINA)

LEASE

COUNTY OF GREENVILLE)

WHEREAS, Pearl N. Davis, hereinafter referred to as Lessor, is the owner of the furniture, machinery and equipment used in operation of a cleaning and pressing business, heretofore operated under the name of Capitol Cleaners & Hatters, at 1505 Augusta Street, Greenville, South Carolina, and

WHEREAS, Waymon W. Henry and Helen B. Henry, hereinafter referred to as Lessees, desire to take over and operate said business in to to under a lease from the Lessor.

Now, therefore, this agreement,

WITNESSETH

1. That the Lessor does hereby lease unto the Lessees for a term of one year, beginning June 15, 1943 and ending June 15, 1944, all furniture, machinery and equipment used in operation of the cleaning and pressing business now operated under the name of Capitol Cleaners & Hatters, at 1505 Augusta Street, Greenville, S.C., an itemized inventory of which is hereto annexed and made a part of this lease agreement.

2. The Lessees agree to pay therefor a rental of \$75.00 per week; said weekly rental to be paid in advance on Monday of each week.

3. The Lessor covenants that she is seized and possessed of a good and marketable title to said equipment, free of encumbrance or lien, and that said business is not indebted to any person or firm, and agrees to indemnify the Lessees against any claims or demands now accrued, or hereafter accruing, by reason of the operation of said business, prior to the effective date of this lease.

4. Lessees agree to operate said business in a good and workmanlike manner, so as to maintain, or improve, its present patronage and good will; and to maintain all of said chattels in good repair, and, at the expiration of this lease, to redeliver said chattels to Lessor in as good condition and repair as when received, reasonable wear and tear excepted; provided, however, that the Lessees agree to replace any equipment and parts thereof, which should wear out by reason of its use.

5. In the event any machinery or equipment is destroyed or lost for any reason whatever, the Lessees agree to either replace said machinery or to pay the Lessor its reasonable marketable value at the time of its loss or destruction, said value to be determined by three appraisers; one of whom is to be appointed by the Lessor, one by the Lessees, and these two so appointed to appoint the third.

6. As a part of this lease agreement the Lessor does hereby sublease unto the Lessees the building in which said business is now located, known as 1505 Augusta Street, Greenville, S.C. for the term of this lease, or any renewal or extension thereof, for the sum of \$50.00 per month, to be paid to the Lessor or to the owner of said building, in advance on the 10th day of each month; provided, however, that the Lessor shall not incur any liability to the Lessee for any expiration or termination of the lease of the building by the owner for any reason other than her breach of the lease agreement between the landowner and Lessor. And provided further, that any lease obtained by the Lessees or for their benefit shall be deemed to be for the benefit of the Lessor herein.

7. Lessees covenant that they will not assign, release or sublet the chattels or the building without the consent of the Lessor in writing; and further covenant that they will not remove said chattels, or dispose of them or suffer them to become encumbered in any manner.

8. Lessees agree to keep said chattels insured against loss by fire or windstorm in the sum of \$5,000.00 in the name of the Lessor.

9. In the event the Lessees fail to pay, when due, any installment of rent on chattels or on the building, this lease shall immediately terminate at the option of the Lessor.

"Over"