

## TITLE TO REAL ESTATE

45782 PROYENGE-J. ARBARD CO. - GREENVILLE

STATE OF SOUTH CAROLINA.  
COUNTY OF GREENVILLE.

This lease made and entered into this the first day of February, 1944, by and between Dan D. Davenport, of the County and State aforesaid, hereinafter called the Lessor; and B. E. Horton, an individual, of Cabarrus County, North Carolina, hereinafter called the Lessee, sets forth:

That for and in consideration of the monthly rental of eighty-five dollars, payable on the last day of each month during the term of this lease, the lessor hereby lets, rents, leases and demises to the lessee, his heirs and assigns, the first floor of the building of the lessor, located at Greer, S. C. on the west side of Trade Street, and designated as Lot #4 in Block C on plat of the D. D. Davenport Estate, prepared by H. S. Brockman, Surveyor, December 8th, 1939, having a frontage of 24.4 feet on Trade Street, and running back to an alley to a depth of 111.71 feet, and is the same now occupied by the lessee.

The term of this lease shall begin February 1st, 1944, and expires of its own limitation without further notice from either party to the other on January 31, 1949.

Lessor agrees to give Lessee opportunity to enter into a new lease for this property for a period of five years, on a monthly rental to be agreed on. This agreement is not binding after July 31st, 1938. The new lease above referred to, if made, will take effect as of January 31st, 1949. DDD

During the term hereof, or any extended agreed period, the lessor shall keep the roof and all exterior parts of the premises in good, sound and serviceable condition, for the uses and purposes for which it is used.

The lessee agrees to pay the said monthly rental on the last day of each and every month during the term of this lease, and to deliver up possession, without hindrance or molestation, to the lessor, his heirs or assigns, at the termination hereof, in as good condition as now existing, reasonable and ordinary wear, tear and usage thereof, or/and damage by fire or other casualty excepted. However, the total destruction of the buildings, or damage thereto to the extent of fifty per cent or more of its value will at once end and terminate this agreement, without obligation on the part of the lessor to rebuild or repair the same.

The lessee shall have the right at his own expense to make such changes in the interior of the building hereby leased as he may desire, and the right to remove from the said building, at the termination hereof, all fixtures, furniture, equipment and other property or accessories which he may have placed therein, provided such removal can and is done so as to leave the interior of the said building in the same or as good condition as they were at the beginning of this lease, -ordinary and reasonable wear, tear, usage and damage by fire or other casualty excepted.

The lessee shall not sublet nor sublease the said premises, or any part thereof, to any person, firm, or corporation, without the written consent of the lessor obtained in advance of such contemplated subletting.

The failure of the lessee to pay the said monthly rental on the dated specified will forthwith forfeit all rights of the lessee, and the lessor may thereupon demand and take possession of the said premises without hindrance or molestation on the part of the lessee, or anyone else on the part of the said lessee, and such action may be taken by the lessor to demand and take possession with or without process of law and without accountability in damages or otherwise therefor, and any amount that may have then been paid in advance by the said lessee shall be retained as liquidated damages for such breach of this contract and expenses of dis-possession and eviction of the said lessee; and all legal rights to the lessor are hereby preserved for the collection of any rent that may at the time of such eviction de due.

In order to secure payment of any amounts that may at any time be due to the lessor on account of rent for any reason, the lessor is hereby given a first and preferred lien upon any and all fixtures, equipment, machinery or other property owned and/or controlled by the lessee, and also that of any sub-tenants.

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