

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

THIS INDENTURE made and entered into this the 26th day of January, 1946, by and between Greenville Community Hotel Corporation by J. Mason Alexander, Manager, Agents of the first part, hereinafter called the Landlord, and J. F. Shumate, hereinafter called Tenant:

WITNESSETH:

The said Landlord has hereby let and rented to the said Tenant, and he has hired and taken from the said Landlord Office space (Optometrist Shop) at 124 South Main Street, Greenville, S. C. in the Poinsett Hotel Building.

for the term of Three Years. From January 1st, 1946 to December 30th. 1948.

to commence the 1st day of January, 1946, for which he is to pay the sum of One Hundred and Seventy-five Dollars per month. Lessee agrees to pay in Monthly payments of \$175.00 each on the 30th. day of each month.

It is further agreed that the Landlord will provide all sufficient heat, water, toilet facilities and electric current for lights _____ The Tenant will provide his own janitor service, maintain the premises in proper repair and pay for any inside painting he may have done.

It is further agreed that the aforesaid premises shall be used as an Optometrist Shop and that this lease shall not be assigned nor the premises sublet without the written consent of the said Landlord.

It is further agreed that no signs will be painted on either the outside or inside the walls of any building forming a part of the above premises.

That the Landlord, his representatives, agents, prospective purchasers, prospective lessees, or assigns may from time to time enter for the purpose of viewing and showing said premises and at any time within 90 days next preceding the expiration of this lease, may affix to some suitable part of the said premises a notice to rent or to sell the same, or any part thereof, and keep the notice affixed without molestation.

It is further agreed that the Tenant at the end of the aforesaid term, or upon a sooner determination of this lease, will quit and surrender the said premises in as good condition as he finds them, damage by ordinary and careful use thereof, and by the elements, excepted, provided, that if the buildings on said premises are so injured or destroyed as to render them unfit for occupancy, then this lease may be terminated by either party hereto.

It is further agreed that if the Tenant fails in business, gets into the hands of a Receiver, goes or is put in Bankruptcy, this lease may be terminated at the opinion of the Landlord.

It is further agreed that any rent coming due and not paid, within 30 days after it is due, or if the Tenant violates any other agreement herein, then and in either event, the Landlord may at his option declare this lease at an end, re-enter and take possession of the said premises and remove all persons therefrom without suit or process, the Tenant waiving all notice. That time is of the essence of this indenture.

Upon the Tenant paying the said rent and at the times provided, and keeping and performing all other covenants and agreements on his part, the Landlord hereby covenants that he may have possession for the term aforesaid.

As part of the consideration for this lease, the Lessee expressly covenants, warrants, and represents that he is (are) the legal owner of any and all furniture and household goods moved upon the premises herein leased, and that there is no mortgage or other incumbrances on said furniture or household goods except

IN WITNESS WHEREOF, the parties hereto do in duplicate set their hands and seals, the day and year first above written, binding themselves, their executors, administrators, heirs and assigns:

Signed, sealed and delivered
in the presence of:

Louise Thruston
Karl W. Linnstrom

Greenville Community Hotel Corp. (SEAL)
J. Mason Alexander, Mgr.

J. F. Shumate (SEAL)

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PERSONALLY APPEARED BEFORE me Louise Thruston and made oath that he saw the within named G'ville Community Hotel Corp. & J. F. Shumate sign, seal and as his her their act and