

## TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA |  
 COUNTY OF GREENVILLE | LEASE AGREEMENT

This lease agreement entered into this 15th day of July 1947 by and between Walter W. Goldsmith and Henry P. Willimon both of Greenville, S. C., hereinafter referred to as Lessors and Alfred C. Mann, Jr., of Greenville, S. C., hereinafter referred to as the Lessee,

W I T N E S S E S

That for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, it is agreed as follows:

1. That the lessors do hereby lease and demise unto the lessee and the lessee does hereby take and rent from the lessors the following described premises:

"All that piece, parcel or lot of land on the Southeast corner of North Main and Gallivan Streets in the City of Greenville, Greenville County, State of South Carolina, being a part of the property formerly owned by Standard Oil Company of New Jersey and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeast corner of the intersection of North Main Street and Gallivan Street (or Kenwood Street) and running thence along Gallivan Street S. 65-17 E. 100 feet to an iron pin; thence S. 20-10 W. 36 feet to a point; thence N. 65-17 W. 100 feet to a point on the East side of North Main Street; thence along the East side of North Main Street, N. 20-10 E. 36 feet to the beginning corner.

2. To have and to hold the above described lot of land for and during the term of ten years beginning with September 1, 1947 and ending at midnight on August 31, 1957, at a rental of \$20.00 per month payable by the lessee to the lessors on the first day of each month in advance. Provided, however, that the lessee, his heirs and assigns shall have the right to extend the term of this lease as follows:

(a) For an additional five year term at the monthly rental of \$25.00 per month payable on the first day of each month in advance, and

(b) For a second additional five year term at the monthly rental of \$30.00 per month payable on the first day of each month in advance.

In the event the lessee, his heirs or assigns elect to extend the term of the lease for one or both of the extension periods a written notice of such intention shall be given to the lessors, their heirs or assigns not less than 60 days prior to the termination of the then current first or second term of this lease as the case may be.

3. The lessee does hereby agree to construct a one-story cement block, concrete floor, building measuring 24 feet by 50 feet and fronting on North Main Street, the front to be set back in line with the present building situate on the lot south of the lot on which this building is to be constructed. Said building shall be substantially in conformity with a sketch prepared by George Ross, Jr., June 1947, with plate glass front window, boiler and utility rooms in the rear with two toilets as set forth on said sketch and with a tar and gravel roof. The construction of this building is to be at the lessee's expense and he is to thereafter during the term of this lease maintain the same and to pay all taxes charged against said building and to carry fire insurance policies thereon with extended coverage in the name of lessee and lessors in the amount of 75% of its insurable value.

4. It is agreed by the lessee that he will complete the construction of said building as early as practicable and it is understood that the lessee contemplates operating in said building a Bendix Washateria, but the lessee may use the property for any purpose which is in conformity with the provisions of the zoning ordinance of the City of Greenville, S. C., covering the use of said property. It is mutually understood and agreed, however, that this lease shall not become operative unless the lessors with the cooperation of the lessee are able to procure a rezoning of an area embracing this lot so as to change the said zoning use from (A) Single family dwelling district to (F) Commercial District under the terms of the City of Greenville, S.C., Zoning Ordinances. If such rezoning arrangement is not approved and duly authorized by the Greenville City Council then this agreement shall be considered null and void after final action by the Zoning Commission or City Council on the application has been taken and in any event, if no action has been taken from and after October 1, 1947, and it is further understood that no rental is to be paid by the lessee to the lessors until such change in the zoning use of this property has been duly approved and authorized.

5. The lessee shall pay all water, light and power bills and shall keep the building in a proper state of repair during the term of this lease and at the conclusion of the term of this lease or any renewal thereof surrender possession thereof to the lessors, their heirs and assigns in as good condition as when erected, reasonable wear and tear and damage by the elements or other casualty excepted.

6. Should the building erected on said lot be destroyed or so damaged by fire or other casualty as to be unfit for occupancy and use the lessee shall reconstruct the same and shall for so doing be entitled to all the insurance proceeds during the first ten year term of this lease, if, however, such destruction occurs thereafter and the lessee desires to continue the use and occupancy of the building under the provisions of this lease or any extension thereof

See Deed Book 432 Page 21 assigned to C. R. Coleman