

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

LEASE

This agreement made and entered into this the 21 day of October, 1953, by and between Mary L. Bozeman, F. B. Bozeman and A. N. Bozeman, of the City of Greenville, State of South Carolina, and Helen B. Ferguson, of the City of Port Washington, State of New York, hereinafter called the Landlords, and M. G. Proffitt, of the City of Greenville, State of South Carolina, hereinafter called the Tenant.

## WITNESSETH:

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

1. That the Landlords do hereby grant, bargain, demise and lease unto the Tenant, and the Tenant hereby accepts from the Landlords those lots of land in the State of South Carolina, County of Greenville, Greenville Township, situate, lying and being on Green Avenue and being known and designated as Lots Nos. 704 and 706 according to City enumerations thereof and being the same property left to the within Landlords by A. N. Bozeman, deceased.

for and during the term of five (5) years, said term to commence on Nov. 1, 1953 and to end five (5) years, said term to commence on Nov. 1, 1953 shall continue from year to year, unless either party hereto gives twelve (12) months notice, in writing, to the other party of his intention to terminate said lease. It is agreed that this lease voids and supercedes the lease now in effect, being dated June 18, 1953.

- 2. That the tenant hereby agrees to pay to the Landlords for and during said term a rental of Sixteen Thousand, Five Hundred and No/100 (\$16,500.00) Dollars, payable Two Hundred, Seventy-Five and No/100 (\$275.00) Dollars per month; said rent to be paid at the end of each and every successive month during said term.
- 3. It is further understood and agreed that should any monthly instalment of rent be past due and unpaid for more than thirty days, the Landlords may, at their option, declare this lease terminated, whereupon the full rental price for the whole of the unexpired term shall be immediately due and payable.
- 4. It is further agreed that in the event the business is discontinued or the premises vacated before the expiration of this lease, then the full rental price for the whole of the unexpired term shall be immediately due and payable. In the event the Tenant, his heirs or assigns, goes into bankruptcy, voluntary or involuntary, or is placed in the hands of a receiver, or makes a general assignment of his property for the benefit of his creditors, or files a petition pursuant to any state or federal law for extension of his debts, or for reorganization, or if his stock of goods, wares, and merchandise should be seized under attachment, execution, or other process be not vacated or such property released within fifteen days, then, and in such an event, the Landlords shall have the right, at their option, to immediately terminate this lease and re-enter the demised premises and the full rental price for the unexpired term shall then be immediately due and payable.
- 5. The Landlords agree to repair the roof, should it leak, and to keep the same in good repair. It is fully understood and agreed that the roof of said