

Q. Q. Q.

State of South Carolina, (Contract)
County of Greenville.

KNOW ALL MEN BY THESE PRESENTS, That I, J.W. Cagle of the City of Greenville in the County and State aforesaid, do hereby make, constitute and appoint John W. Cox, of the said County and State, my true and lawful attorney, for me and in my name to execute a lease to the store room on Main Street in the said City of Greenville, county and State, the same being the store room now occupied by Geo. Contos and Company, belonging to the said J.W. Cagle, and being No. 134, according to the enumeration of said City of Greenville, also the basement under said store room now occupied by the said Geo. Contos & Company, and to do and perform all acts and things in the execution of the aforesaid business, as fully and completely as I might were I present,

In witness whereof I have hereunto set my hand and seal this 12th, day of September A.D. 1908. Signed, sealed and delivered in the presence of:

Oscar K. Mauldin,

J.W. Cagle (Seal)

State of South Carolina,

County of Greenville.

Personally appeared before me O.K. Mauldin, who on oath says that he saw the within named J.W. Cagle, sign, seal and as his act and deed, deliver the within written Power of Attorney.

Sworn to before me this 18th, day of September A.D. 1908.

Oscar K. Mauldin,

L.B. Houston, (Seal).

Notary Public for S.C.

State of South Carolina,

County of Greenville.

THIS INDENTURE, made and concluded in Greenville, in the County and State aforesaid this 14th, day of September, A.D. 1908 by and between J.W. Cagle, the lessor, on the first part, and Mrs. H.D. Woodward, the Lessee, on the second part.

Witnesseth, that the said Lessor has granted and leased, and by these presents does grant and lease unto the said Lessee, the store room on the corner of Main Street and McBee Avenue, in the said City of Greenville, said Store-room being No. 134 Main Street, according to the enumeration of the said City of Greenville, and extending back from said Main Street a distance of about ninety-seven feet to an arch, also the basement under the said store-room, beginning at said Main Street and extending back a distance of about thirty-six feet to a partition, said basement and store-room belonging to the said premises.

TO HAVE AND TO HOLD, the said premises unto the said Lessee and her executors, administrators and assigns, for the full term of eighteen months, Commencing on the first day of October, A.D. 1908, and ending on the thirty-first day of March, A.D. 1910, yielding and paying at the rate of thirteen hundred and eighty dollars per annum, payable in monthly installments of One hundred and fifteen dollars each, Commencing on the first day of November, 1908 and on the first day of each successive month thereafter until the final payment is made on the first day of April, 1910. AND the said Lessee for and in consideration of the above letten premises, doth covenant and agree to pay to the said Lessor, the above stipulated rent, in the manner herein required, and it is further agreed that unless two months notice, in writing, be given, previous to the expiration of the period herein specified, by the lessor to the Lessee, of his desire to have possession of the premises, or to change the conditions of the lease after such expiration; or the like notice be given by the Lessee to the Lessor, of her intention to vacate the premises after such expiration; then it is hereby agreed that this lease will be considered as extending and binding in all its provisions for one year after such expiration, and so to continue from year to year until such notice be given by either party, previous to the expiration of such extended term. But the destruction of said premises or injure thereto to such extent as to make them uninhabitable by fire or by any other casualty shall terminate this agreement and it is mutually understood that the Lessee shall make no repairs at the expense of the Lessor and any alterations or improvements desired by the lessee at her own cost, must be done under the written sanction of the lessor, and all such alterations or improvements shall be surrendered to the lessor upon the lessee's removal. The lessee shall make good all breakage of glass and all other injuries done to the premises during her tenancy, excepting such as are produced by natural decay and unavoidable accidents. AND it is further stipulated and understood, by the parties to these presents, that if one month's rent shall at any time be in arrear and unpaid, the lessor shall have the right to annul and terminate this lease, and it shall be lawful for him to re-enter and forthwith repossess all and singular the above granted and leased premises. AND it is further stipulated and understood by and between the parties to these presents, that the above granted and leased premises are not to be used for a restaurant, but the said lessee shall have the right to operate Pool tables in the rear of said store-room, and it is also further stipulated and understood by and between the parties to these presents that the lessee shall not have the right to sublet the said premises without the written consent of the Lessor. AND it is further stipulated and understood by and between the parties to these presents that at the termination of this lease, the lessor shall have the refusal of the said premises for three years, provided the parties hereto and herein can agree upon a price for the same within one week from said termination.

IN WITNESS WHEREOF, The parties do hereunto set their hands and seals in duplicate, the twelfth day of September, A.D. 1908.

(interlineations made before signing)

In the presence of:

L.B. Houston,

W.J. Woodward,

State of South Carolina,

County of Greenville.

Personally appeared before me L.B. Houston, and made oath that he saw the within named Mrs. H.D. Woodward and J.W. Cagle, by J.W. Cox, Atty. in fact, sign, seal and as their act and deed, deliver the within written deed, and witnessed the execution thereof.

Sworn to before me this 18th, day of September, A.D. 1908.

Oscar K. Mauldin,

Notary Public for South-Carolina.

J.W. Cagle, by J.W. Cox, (L.S.)

Atty in fact, party of the first part.

Mrs. H.D. Woodward, (L.S.)

party of the second part.

L.B. Houston.

