

State of South Carolina,
County of Greenville.

This agreement, made and entered into on this the ninth day of September, A.D. 1921, by and between Daniel H. Bull and James A. Bull (sometimes hereinafter referred to as the "Owners") parties of the first part, and Henry E. Stradley (sometimes hereinafter referred to as the "Lessee"), party of the second part, Witnesseth:

That said owners, in consideration of the payment to them promptly when due of the rentals hereinafter specified and the performance by said lessee of the various covenants herein undertaken by him, do hereby let, lease and demise unto the said lessee all that certain lot of land situate on the south-west corner of Main Street and North Street, in the First Ward of the City of Greenville, in said County and State, having a frontage of thirty feet on said Main Street and a depth of one hundred and twenty feet along said North Street; this being the same lot of land conveyed to said owners by William W. Gilreath by deed bearing date January 24, 1896, and recorded in the office of the Register of Mesne Conveyances for said County and State in Deed Book "CCC", at page 128; together with the brick building consisting of two stories and a basement situate on said land and known as No. 225 North Main Street; this being the building in which has been conducted heretofore business known as J.A. Bull and Co. or J.A. Bull Grocery Co.; together with all rights, easements and privileges in the twelve foot alley running southward from North Street in the rear of said lot and building, conveyed to said owners by the said William W. Gilreath by deed bearing date January 24, 1896, and recorded in said office in Deed Book "ZZ", at page 689.

To have and to hold said premises, with all the rights, privileges, easements and hereditaments therunto belonging or in anywise appertaining unto the said lessee for the full term of ten (10) years, beginning on the first day of February, A.D. 1922, at noon, and ending on the first day of February, A.D. 1932, at noon; and do hereby covenant that the said lessee shall have quiet and peaceable possession of said premises during the said term and any extension thereof, except as may be hereinafter provided.

And the said lessee does hereby accept this lease upon the terms and conditions herein set forth, and in consideration of the letting of said premises to him, does hereby agree to pay to said owners as a rental therefor the sum of Five hundred dollars (\$500.00) per month during the first five years of said term (to-wit, from February 1, 1922 to February 1, 1927), and the sum of Six hundred dollars (\$600.00) per month during the last five years of said term (to-wit, from February 1, 1927, to February 1, 1932); the rent for each month to be paid on or before the tenth day of the next succeeding month.

And it is further agreed that on and after the said first day of February, A.D. 1932, said owners will give said lessee the right and privilege, at his option, to continue to lease and occupy said premises upon the same terms on which said owners may then be able to let said premises to any other bona fide tenant.

And it is further agreed that said owners will repair, replace (if necessary), and keep in good order the foundation, walls and roof of the building on said lot during said term and any extension thereof, and that the lessee will repair, replace (if necessary) and make good all losses, injuries and damage of any kind (except where the same may be caused by fire, explosion, lightning, windstorm or other accident) which may occur to the interior of said building, including all damage to windowglass, water pipes, sewer pipes, plumbing, electric wiring and fixtures, and will pay for all gas and electric current contracted for or used by him during said term; and that said lessee may make, at his own expense, all such alterations, additions and repairs to said building as he may deem advisable (subject to the approval of the owners); but that all such additions shall become the property of said owners upon the expiration of said term or any extension thereof; and said lessee hereby agrees to surrender said premises to said owners at the termination of said term, or any extension thereof, in as good condition as the same are now in, reasonable wear and tear excepted.

And it is further agreed that should said building be destroyed or damaged by fire, explosion, lightning or wind storm, or in any manner not caused by the act of said lessee, the said owners will forthwith repair or replace and restore said building to its former condition, and this lease shall continue as though no such injury has occurred, and the rent shall be abated or reasonably diminished for the period during which said building shall remain wholly or partly unfit for occupancy.

And said lessee hereby agrees to use due and proper care in the occupancy of said premises, and not to make or suffer waste thereof, nor sublet said premises without the written consent of said owners; and that said owners or their agents may enter said premises to view the same and to expel said lessee if he fail to pay the rent as aforesaid, or make or suffer waste thereof, or violate any other provision hereof.

And it is further agreed that if any rent payment herein stipulated shall at any time be past due and unpaid for a period of two months after the time herein fixed for such payment or if said lessee shall be adjudged bankrupt, or shall become insolvent or make an assignment for the benefit of creditors, or if any of the conditions herein be violated, then, at the option of said owners, it shall be lawful for them or their agents, without suit or process, forthwith or within a reasonable time thereafter to declare this lease terminated, enter upon said premises and resume the possession thereof and remove all persons therefrom as tenants holding over after the expiration of their lease and for non-payment of rent; and in such event this lease shall forthwith terminate, at the option of said owners; and upon the termination in any manner of this lease or any extension thereof, the said lessee hereby agrees immediately to vacate said premises and to surrender to said owners or their agents -

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See Covenants recorded in Deed Book 101, page 397 + page 458 in this book.

-the possession thereof peaceably and in as good condition as at present, reasonable wear and tear, natural decay and use thereof excepted.

And it is further agreed that in the event of litigation or disagreement regarding any of the terms of this lease or the occupancy of said premises or any other matter relating thereto it shall be lawful for any Judge of the Court of Common Pleas for said State, upon application to him, ex parte or otherwise, on behalf of said owners or of said lessee, at chambers or in open Court, in or out of the County of Greenville, to appoint, without notice to said owners or to said lessee, a receiver for said premises, to take possession thereof or to collect the rents thereof and hold the same for the benefit of said owners pending such litigation or until the adjustment of such disagreement.

And it is further agreed that the terms and conditions hereof shall extend to and bind the heirs, executors, administrators and assigns of the parties hereto, respectively.

In witness whereof the parties hereto have interchangeably set their hands and attached their seals to duplicate copies hereof (each of which shall be considered an original for all purposes) on the day and year first above set forth.

Signed, sealed and delivered
in the presence of:

J.D. Bridges,
T.F. Hunt.

D.H. Bull (Seal)

J.A. Bull (Seal)
Parties of the first part

Henry E. Stradley (Seal)
Party of the second part.

State of South Carolina,
County of Greenville.

Personally appeared before me J.D. Bridges and made oath that he saw the within named Daniel H. Bull and James A. Bull, parties of the first part, and Henry E. Stradley, party of the second part, sign, seal and as their act and deed deliver the within written instrument, and that he with T.F. Hunt witnessed the execution thereof.

Sworn to before me this 10th,
day of September, A.D. 1921.

T.F. Hunt (L.S.)
Notary Public for South Carolina.

J.D. Bridges

Recorded July 3rd, 1924.

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