48782 PROVENCE-JAKRARD CO. - OXERNVILLE

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE.

## LEASE

This agreement made and entered into this 1 day of Oct. 1940, by and between E. W. Carpenter, lessor, and J. L. Mullinax, lessee,

## WITNESSETH

For and in consideration of the payments to be made by the lessee, as hereinafter provided, and of the covenants by the lessee, as hereinafter set forth, the lessor does hereby lease and demise unto the lessee the following described property:

All that said store room on the corner of West Washington and Lauren Streets known as the White Way Barber Shop. Said lessee is to have and occupy twenty-six feet from the front of said building on Washington Street to a depth of twenty-six feet.

TO HAVE AND TO HOLD unto the said lessee for and during a term of five years beginning January 1, 1941 and ending December 31, 1945, for the use and purpose of operating therein a barber shop, said store room to be used for no other purpose.

IN CONSIDERATION OF THE PREMISES, the lessee does hereby covenant and agree that he will pay to the lessor a rental of Seventy-Five (\$75.00) Dollars per month, payable on the first day of each month in advance.

The lessor does hereby covenant and agree that he will allow said lessee to assign this lease or sublet the premises or any part thereof or make any alterations therein upon application to the lessor in writing; that lessee will use said premises for the purpose above set forth and for no other purpose and will not use or permit to be used the said premises for any unlawful purpose or permit anything to be done upon said premises which may be or may become a nuisance; that he will not do or permit to be done on said premises anything which may render void or voidable any policy of insurance on said premises against fire, nor which may render any increase or extra premiums payable for such insurance; that during the term of this lease the lessee will make at his own expense any necessary repairs to plumbing or broken glass and that at the expiration of said term deliver up said premises in as good condition as they were at the beginning of the term, reasonable wear and tear excepted.

Should the building on said premises be destroyed or so damaged by fire as to be unfit for occupancy herein provided, the rent herein provided or a proportionate part thereof should be adated until said premises shall be restored or this lease may at the option of the lessor terminated. In the event of bankruptcy of the lessee or in the event that the business operated by the lessee should be placed in the hands of a receiver, or should the lessee make an assignment for the benefit of creditors, the lessor may declare this lease immediately terminated and take possession of the premises.

Should the lessee fail to pay any installment of rent within ten (10) days after the same is due or fail to perform any covenant which is herein contained, the lessor may at his option either declare the rental for the entire term immediately due and payable and proceed to collect the same or may declare this lease terminated and take immediate possession of the premises and collect the rental due upon same up to the time of the retaking of possession.

In Witness whereof the lessor caused this agreement to be signed and his seal to be hereunto affixed and the lessee has hereunto set his hand and seal this day and year first above written.

In the presence of:

E. W. Carpenter (SEAL)

Lessor

J. L. Mullinax (SEAL)

Lessee

State of South Carolina, County of Greenville.

L. H. Mitchell

W. M. Carpenter

Personally appeared before me L. H. Mitchell and made oath that he saw the within named E. W. Carpenter & J. L. Mullinax sign, seal and as his her their act and deed, deliver the within instrument, and that he with W. M. Carpenter witnessed the execution thereof.

Sworn to before me, this 27 day of Sept. A. D. 1940.

Ruth A. Bailey

Notary Public, S. C.

OT ORIAL

L. H. Mitchell

S. C. Stamps \$1.80

Recorded November 3rd, 1943 at 4:06 P. M. #10869 BY:E.G.