48782 PROVENCE-JARRARD CO. -GREENVILLE

TITLE TO REAL ESTATE

LEASE

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE.

THIS LEASE, made this 10th day of January in the year of our Lord One Thousand Nine Hundred and forty-four, by and between W. Paul Skelton, of the one part, hereinafter called Lessors, and John A. Theodore of the other part, hereinafter called Lessee, both of said County and State, WITNESSETH:

That the Lessors, in consideration of the agreements and covenants hereinafter mentioned to be fulfilled by the Lessee, do hereby demise and lease to the said Lessee, his Heirs, Executors and Administrators, for the period of one year commencing the 17th day of January, 1945, and ending the 16th day of January, 1946, the following described premises, to-wit; the one story brick building -- No. 33 Augusta St., Greenville, S. C.

The Lessee is herewith given the privilege of renewing this lease for an additional two years on the same terms and condition, provided Lessee gives Lessor written notice on or before Dec. 16th, 1945 of his intention to renew same.

to be used as a whiskey store

upon the following terms and conditions:

The annual rent during said term shall be \$480.00 Dollars, which the Lessee agrees to pay in monthly payments of \$40.00 on the 17th day of each month, in advance.

The Lessee further agrees to pay for water, gas and electric lights and to pay for same promptly when bills are presented, and in event default shall be made in the payment of said bills, said unpaid bills shall be defined and construed to be arrears in rent and collectible as such.

The Lessee further agrees not to sub-let the premises without the written consent of the Lessors; to make no unlawful or offensive use of the premises; to keep same in like good repair; replace all broken glass, and assume all liabilities of breaks in water pipes and connections thereto, caused by negligence to unstop all waste pipes, and in event of any such troubles will remedy them without expense to owner; and to deliver the premises at the end of the term or upon lawful termination of this lease in as good order and repair as when first received (natural wear and decay excepted).

The Lessee further agrees to replace all lost or broken keys; to notify Lessors of any leak in roof promptly and not to make alterations without consent of Lessors.

And it is further understood and agreed by and between the parties here to that if the said Lessee shall vacate said premises during the continuance or before expiration or legal termination of said Lease, without written consent of said Lessors, except as hereinafter provided, then the rent for the whole term contracted to be paid thereafter under this instrument shall become immediately due, payable and collectible, anything to the contrary notwithstanding.

It is further agreed that if the building on said premises is destroyed or made uninhabitable for fire or the elements, then and in such case this contract terminates.

The Lessee further agrees to let the Lessors placard the said premises "For Rent" in conspicuous place during the last sixty days of this lease, and that prospective tenants shall be permitted during reasonable hours to inspect the house any time during the last sixty days of this lease.

The Lessors reserve the right to show property to prospective purchasers at any time, during reasonable hours, during continuance of this contract.

The Lessee further agrees to release the Lessors from any and all damages to both person and property during this contract.

The Lessee further agrees that the Lessors, or any other person employed by them for the purpose, shall have the right at any time during reasonable hours to enter said premises and thoroughly inspect same as the condition of same, repairs, etc., and shall have the right to make such repairs to the house, grounds or fencing as their judgment seems necessary at any time during this lease.

And it is further understood and agreed by both parties here to that all stock and furniture to be moved into said premises belongs to John A. Theodore and that there is no mortgage or other lien upon said furniture except the mortgage of none and that this statement is made by the Lessee for the purpose of obtaining said premises for rent.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year above written.

Witness:

W. Paul Skelton (SEAL)

Susie Black
J. C. Brodie

John A. Theodore. (SEAL)