VOL 351 PAGE 64

## JUN 22 10 16 AM 1948

STATE OF SOUTH CAROLINA

OLLIE FARNSWORTH R. M.C.

LEASE AGREEMENT COUNTY OF GREENVILLE )

This agreement, by and between George Cahaly, Farris Cahaly, and Margaret Cahaly, hereinafter called the lessors, and O. W. Sutton, A. M. Smith, and H. E. Ballenger, hereinafter called the lessees,

## WITNESSETH:

The lessors do hereby lease unto the said lessees, their heirs and assigns, all of that piece of property on which a building is now being constructed, located and designated as 212 Pendleton Street in the city of Greenville, county and state aforesaid, for the purpose of operating a hardware store from the first day of August, 1948, for the term of five (5) years, thence ensuing at a rental of Two Hundred (\$200.00) Dollars per month, payable monthly in advance, said rent to become payable on the first day of each succeeding month thereafter for the full term of this lease.

It is expressly agreed and understood that the rent fixed herein shall be paid promptly when due and that in the event of default in the payment of any installment for more than thirty (30) days, the lessors shall have the option of legal process for the collection of said rent and re-possession of the premises.

It is mutually agreed that the lessess shall not have the right to sublet the premises, or any portion thereof, without the written consent of the lessors, which consent shall not be arbitrarily withheld.

It is mutually agreed that in the event of the destruction of the premises by fire or other natural cause, the liability of the lessees under this agreement may be terminated in the event the lessors do not reconstruct the building within a period of six months thereafter, the rental to be suspended during such period as the building is not available for the use of the lessees. If at the end of six months the building shall not have been repaired and no agreement made between the parties with reference thereto, this lease shall absolutely terminate.

The lessors agree to maintain and repair the roof of the building should it become necessary and to pay all real estate taxes assessed against the property.

The lessees agree to maintain and repair the interior of the building and to refrain from making any structural changes inside the building without the written consent of the lessors; to insure and replace any breakage of the glass front of the