

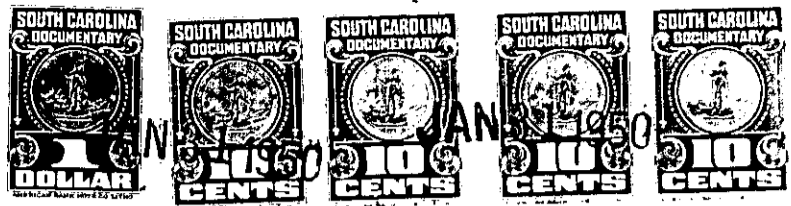


1950

M-5-48 No. 350-LEASE (City Property) W. A. Seybt & Co., Office Supplies, Greenville, S. C.

State of South Carolina,

County of Greenville



M. G. Batson

lessor

in consideration of the rental hereinafter mentioned, have granted, bargained and released and by these presents do grant, bargain, and lease unto Milton E. McCain

lessee

for the following use, viz.: soda fountain, sandwich shop and confectionery shop, and drug sundries and other mercantile businesses the premises hereinafter described

for the term of three (3) years, beginning October 1, 1949, and ending September 30, 1952.

and the said lessee

in consideration of the use of said premises for the said term, promises to pay the said lessor the sum of

One hundred and no/100 - - - - - Dollars

per month payable in advance on the first day of each month

The lessee hereby agrees to take the building just as it stands unless otherwise agreed upon in writing, and the lessee only require of the lessor the use of the premises for the business mentioned but no other. The lessor to repair the roof should it leak, it is also fully agreed that the roof is considered sound and the lessor not to pay any damages from leaks should any occur. Use of premises for any business other than herein called for shall cancel this lease if the lessor so desires and give notice of same in writing.

If the business is discontinued or the premises vacated before the expiration of the lease then the whole of the unexpired time becomes immediately due and payable.

Outside signs to be erected that may connect with the parapet or any other outside part of the building must be consented to by the lessor, before being erected.

All that certain lot and building situate in the County and State aforesaid, on the New Buncombe Road just beyond the Fair Grounds, and just across the highway from the Shady Grove Tourist Camp, and in which building the lessee is now operating a soda shop.

Lessee shall have the option of renewing this lease on the same terms as contained herein for consecutive year to year periods by giving to the lessor a thirty day written notice of such intention, provided, that if the lessor shall sell said building, the option of renewal as herein provided would terminate. It is further agreed that in the event the lessor desires to sell said property, lessee shall have the privilege of what is generally known as the first refusal to purchase the same.

To Have and to Hold the said premises unto the said lessee Milton E. McCain, his executors or administrators for the said term.

but the destruction of the premises by fire or making it unfit for occupancy or other casualty, or months arrear of rent, shall terminate this lease, if the lessor so desires. The lessee agree to make good all breakage of glass and all other injuries done to the premises during the term, except such as are produced by natural decay, and agree to make no repairs, improvements or alterations in the premises without the written consent of the lessor nor sub-rent without the lessors written consent.

The lessee hereby acknowledges having a duplicate of this lease.

Witness our hands and seals the 7th day of October, 1949

Witness:

J. Bruce Brown
Laura M. Lawton

Milton E. McCain (SEAL)

M. G. Batson (SEAL)