

AUG 24 11 28 AM 1950

OLLIE FARNSWORTH

KNOW ALL MEN BY THESE PRESENTS That I, Richard S. Fortune, herein called lessor, do hereby grant, bargain and lease to John L. Merritt, herein called lessee, the barber shop building located in the above State and County, on Green Avenue Extension in the Fortune Building. This lease is for a period of three years beginning August 15, 1950, and ending August 14, 1953, with option for 3 more years and in consideration of the sum of \$37.50, to be paid monthly on the first day of each rental period in advance.

To have and to hold said premises unto the said lessee personally with the right to sell or transfer this lease with the consent of the lessor or heirs.

It is further understood and agreed that in case the lessee fails to pay said rent for a period of two weeks after the same becomes due, the lessor may declare the balance of the rent due for the balance of the unexpired portion of the term, and if the same is not paid within 15 days from written notice of such intention, the lessor may institute action to collect the same and is hereby given a lien over the furniture, fixtures and accessories located in the said shop to secure the balance of such payment.

Provided further that should the building be so seriously damaged by fire or other casualty that the lessor determines that it would not be to his advantage to repair the building, he may terminate the lease by notifying the lessee of his intention to do so. In that case the lessee shall owe rent only for that portion of the the period which has expired before the premises were damaged. Should the lessor determine to repair the building in case of such damage the lessee shall be liable only for such portion of the rent as represents the use which he can make of the premises while repairs are being made and if he cannot use the premises at all, rent shall be suspended until repairs are completed.

It is further understood that the lessee is to carry any insurance which he desires over such of his property as may be located in the building. That the lessor will carry such insurance as he desires over the building and that the lessee will do nothing which will increase the fire hazard over the building,

IN WITNESS WHEREOF, the parties have hereto set their hands and seals August 21st, 1950, thereby binding themselves, their heirs, successors, and assigns.

Witness:

Lucy F. McCauley

P. B. McCauley

John J. Broad

Walter Kirk

R. S. Fortune
Lessor

John L. Merritt
Lessee

State of South Carolina, County of Greenville, Personally comes before me Lucy F. McCauley who make oath that she was present and saw R. S. Fortune and ~~and~~ John L. Merritt, sign and execute the above written ~~instrument~~ instrument and that she with P. B. McCauley witness the execution thereof.

Sworn and subscribed to this
21st day of August 1950.

P. B. McCauley
Magistrate

Lucy F. McCauley

Recorded August 24th, 1950 at 11:28 A. M. #20586

