

(Lease)

State of South Carolina,  
County of Greenville.

This indenture, made and concluded at Greenville South Carolina this 5, day of October nineteen hundred and seventeen by and between C.C. Jones, the lessor of the first part, and J.A. Cureton & Company, the lessees of the second part.

W-I-T-N-E-S-S-E-T-H:

That the said C.C. Jones, lessee, hath granted and leased and by these presents does grant and lease unto the said J.A. Cureton & Company the store room known as No. 108 West Coffee Street, Greenville City South Carolina, with all the appurtenances thereto belonging:

To have and to hold, the said premises unto the said J.A. Cureton & Company their executors, administrators and assigns, for the full term of One year, together with the sole privilege of renewing said lease and holding the same for a two year extended term, commencing on the 10th, day of October 1917, and ending on the 10th, day of October 1918 or 1920 at the option of the lessees, yielding and paying therefor at the rate of Sixty and no/100 (\$60.00) Dollars per month payable on the first of each month.

And the said J.A. Cureton & Company their executors, administrators and assigns for and in consideration of the above letten premises, do covenant and agree to pay to the said C.C. Jones his executors, administrators and assigns, the above stipulated rent, in the manner herein required.

And it is further agreed that at the expiration of three years, should the lessees so long hold, that the lessor shall give them the refusal of renewing said lease.

And it is mutually understood that the lessees shall have the right to make any desired alterations and improvements at their own expense, and shall have the right to remove the same upon the expiration of this lease.

The Lessees shall make good all breakage of Glass, and all other injuries done to the premises during their tenancy, excepting such as are produced by natural decay and unavoidable accident.

And it is further stipulated and understood by the Parties to these presents, that if One months rent shall at any time be in arrear and unpaid, the lessor shall have the right to annul and terminate this lease.

In Witness whereof, the said Parties have hereunto set their hands and seals the day and year first above written.

In the presence of:

W.R. Jones,  
Beverly Whitmire.

C.C. Jones (Seal)

J.A. Cureton &amp; Co. (Seal)

Personally appeared before me this the 23rd, day of Oct.- W.R. Jones who is personally known to me who made oath that he was present when C.C. Jones and J.A. Cureton & Co. signed the above.

A.C. Hammett

Notary Public

W.R. Jones

Recorded October 27th, 1917.

State of South Carolina,) Power of Attorney.  
County of Greenville, )

Whereas, Nivia Yancy, who, before her marriage was Nivia Dandy, departed this life on the 15th, day of October 1917, intestate, seized and possessed of some personal property and also certain real-estate, and leaving as her heirs at law and distributees of her estate her husband, J.A. Yancy, and her brothers, Rufus Dandy, Frank B. Dandy, Marvin B. Dandy, John Dandy and Luther E. Dandy, all of whom are above the age of twenty-one years;

And whereas, the said Nivia Yancy, at the time of her death, was heavily indebted;

And whereas, all of the heirs at law of the said Nivia Yancy are desirous of settling the said estate in full by selling all of the property left by her, as above set forth, paying off all her said indebtedness and distributing the balance remaining among her said heirs at law, according to their respective rights, without resorts being had to the Courts for that purpose;

And Whereas, the said heirs at law of the said Nivia Yancy have chosen the said Frank B. Dandy to act as their agent to sell the said real estate and personal property of the said Nivia Yancy, collect and receive the price paid therefor, and with the same pay off all her debts and divide the balance remaining between her said heirs at law, according to their respective rights, and the said Frank B. Dandy has agreed to act as such Agent;

Now, Therefore, Know All Men By These Presents: That we, the undersigned, the heirs at law of the said Nivia Yancy, deceased, in consideration of the premises above set forth, and in the further consideration of the sum of One Dollar to us in hand paid by the said Frank B. Dandy, receipt whereof is hereby acknowledged, have made, constituted and appointed, and by these presents do hereby make, constitute and appoint the said Frank B. Dandy, our true and lawful attorney for us and in our names and stead, to sell, dispose of, and convey all of the property, both real and personal, owned by the said Nivia Yancy at the time of her death, upon such terms and conditions as he may deem best for our interests, and upon being paid the purchase price therefor, to execute and deliver to such purchaser, or purchasers, of said property good and sufficient fee simple warranty deed or deeds as fully and effectually as we ourselves might or could do, were we present and each personally for himself signed said deed or deeds; that out of the moneys arising from said sales, he shall pay any taxes due on said property and then pay in full each and every debt due and owing by the said Nivia Yancy at the time of her death, together with anything unpaid on her funeral and burial expenses, and then pay the balance remaining to the said heirs at law of the said Nivia Yancy according to their respective rights therein; retaining his share as one of the said heirs.

Said sale is to be made and said debts paid and said estate settled at the earliest practicable moment.

Witness our hands and seals this the 24th, day of October A.D. 1917.

Witnesses:

Plumer Cothran.

A. Blythe.

Frank Coley

Notary Public

J.A. Yancy, (L.S.)

F.B. Dandy, (L.S.)

Marvin B. Dandy, (L.S.)

John Dandy, (L.S.)

Luther E. Dandy, (L.S.)

Rufus Dandy, (L.S.)

(Over)