

Dollars with interest at 8% per annum from October 1st, 1919 and it is to be provided in said deed that the Lessor is to assume and pay said obligation of Two thousand seven hundred (\$2700.00) Dollars to said J.F. Gallivan as a part of the consideration for said deed. The Lessee is to pay all taxes collectable for the present year on said house and lot and it is further agreed between the Lessor and the Lessee that in event the Lessee suffers any interest, taxes of other certain and legitimate charges against said letting premises on account of any mortgage indebtedness, taxes or necessary care of the property, that the Lessee shall thereupon have the right, provided there is default for a period of thirty (30) days by the Lessor, to pay such interest or other charges in order to protect said lease and shall thereupon have an extension of his lease beyond the said eighteen months for such money as he has paid out at the rate of Two hundred fifty (\$250) Dollars per month until he receives back the entire sum so expended by him.

It is further agreed that in the event the buildings on the premises are seriously damaged or destroyed or rendered untenable by any other unforeseen or not provided for casualty other than fire, that the Lessor is to reimburse the Lessee for the unexpired term of the lease provided said premises are so injured that they cannot be conveniently repaired within a period of thirty days by the Lessor so as to make them entirely habitable and satisfactory.

Witness our hands and seals in duplicate this day and year above written.

A.P. DuBose, Mabel McB. Charles, Per J.P. Charles, Attorney in Fact. Lessor, A.G. New, Lessee. H.K. Townes.

Personally appeared before me A.P. DuBose who upon oath says that he saw Mabel McB. Charles by her Attorney in Fact J.P. Charles and A.G. New, each sign and execute the foregoing lease and that he with H.K. Townes witnessed the execution thereof.

Sworn to before me Sept. 20th, 1919. A.P. DuBose H.K. Townes, (Seal) N.P. S.C.

South Carolina, Greenville County.

This Agreement is a part of the lease between Mabel McBreyer Charles, lessor and A.G. New, lessee made September 20th, 1919 in reference to the Apartment House on North Main Street. That in said lease it was contemplated that the lessee should carry insurance against loss of rents on his part, including his profits, and the amount he has paid the lessor, it is left to the choice or option of the lessee to insure his rents, or if he does not insure his rents, then the lessor may insure her rents, and in case of fire she will then rebate or refund to the lessee for the unexpired term of the lease according to the rental value per month.

The lessor does hereby give the lessee the right or option during the lease to sell said apartment house and land for any sum of money exceeding thirty-six thousand five hundred dollars, provided he find a purchaser before the lessor has made a sale or exchange under the terms of the agreement attached hereto, and if the sale is not satisfactory to the lessor then upon his paying the lessor thirty seven thousand and five hundred dollars she agrees and binds herself to convey to the lessee or to any person he may designate the said land and premises, but if the

(next page)

sale is satisfactory to the lessor, then the lessor and lessee agree to divide equally all above the sum of thirty six thousand five hundred dollars, the lessor to retain said sum, and all above it shall be considered as profits to be divided between the lessor and the lessee, and this agreement allowing the lessee to sell said property modifies said contract leasing the said premises.

In the event that a sale is made under this agreement the lessor is to carry twenty five thousand dollars by a mortgage on said land for five years the sum of fifteen thousand dollars at six per cent semi-annually, and the sum of ten thousand dollars at seven per cent, semi-annually.

Witness our hands and seals at Greenville, S.C. Sept. 20th, 1919.

Witnesses: A.P. DuBose, Mabel McB. Charles, (Seal) H.K. Townes. Per J.P. Charles, Attorney in Fact. A.G. New, (L.S.)

Personally appeared before me A.P. DuBose, who upon oath says that he saw Mabel McB. Charles, by her attorney in fact J.P. Charles and A.G. New each sign and execute the foregoing lease and instrument, and that he with H.K. Townes witnessed the execution thereof.

Sworn to before me Sept. 20th, 1919.

H.K. Townes (Seal) Notary Public for S.C. A.P. DuBose.

Recorded September 22nd, 1919.

State of South Carolina, County of Greenville.

For value received I hereby release and forever relinquish unto W.E. Rush, L.A. James and E. Godfrey-Webster the lien of the mortgage I hold as Assignee, executed by J.B. Rasor and A.L. Mills to J.W. Norwood, the 26th, day of May 1916, for Five thousand dollars the following described strip of land: Beginning on Spring St. 110.5 feet from corner of Washington St; thence S. 70 E. 49.5 feet; thence S. 20 W. 3 feet; thence N. 70 W. 49.5 feet to Spring St; thence along Spring St. 3 feet to beginning corner, mortgage recorded Vol. 58 page 93. Witness my hand and seal this the 6th, day of October 1919. Signed, sealed and delivered in the presence of:

Jane W. Gower, Mrs. A.L. Mills, Executrix (Seal) Helen A. Morgan. Assignee

Personally comes before me Helen A. Morgan who on oath says she saw the within named Mrs. A.L.-Mills, Executrix sign, seal and as her act and deed deliver the foregoing release, and that she with Jane W. Gower witnessed the execution thereof.

Sworn to and subscribed before me this the 6th, day of October 1919. Helen A. Morgan B.A. Morgan (Seal) Notary Public for S.C.

For the Deed to the Above Release, see Deed Book #53, at page 341

Recorded October 7th, 1919.

523