

TITLE TO REALESTATE

1788 PROVISIONS—JANUARY CO.—GREENVILLE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

THIS INDENTURE made and concluded at Greenville, South Carolina by and between Jessie G. Flynn hereinafter referred to as the Lessor and W. P. Earp hereinafter referred to as the Lessee, WITNESSETH:

That the Lessor has hereby let and rented to the Lessee and the Lessee has hereby hired and taken from the Lessor herestore room situate at the corner of Buncombe and Atwood Streets in the City of Greenville, heretofore, occupied by Flynn Bros., for a term of three years commencing on the 15th day of January 1940 and ending on the 15th day of January 1943, and the Lessee agrees to pay as rent therefor the sum of Ninety (\$90.00) Dollars per month for the first six months and Ninety-Five (\$95.00) dollars Per month for the next six months, and the remaining two years, One Hundred (\$100.00) dollars per month, the same to be paid on the 15th day of each month, the first payment to commence on the 15th day of February 1940.

It is further agreed that the Lessee is not to sub-rent or transfer this lease to any person or corporation without the written permission and consent of the Lessor herein, and it is further agreed that in case the Lessee should become insolvent and receivership or bankruptcy proceedings commenced against him, then the Lessor shall have the option to terminate this lease.

It is further understood and agreed that all repairs to said store room shall be made at the expense of the Lessee.

It is further understood and agreed that in case said building or any part thereof be destroyed by fire or so injured by the elements or by any other cause as to render it untenable or unfit for occupancy then in such event this lease shall terminate and both parties shall be released from further continuance of the same.

And the Lessee covenants and agreed to pay to the Lessor the said rent as hereinabove specified for said store room and at the expiration of, or other determination of this lease the said Lessee will give and surrender the premises hereby demised in as good state and condition as reasonable use and wear will permit, damages by the elements and destruction of the building or any part thereof excepted.

And the Lessor does covenant and agree that the Lessee on paying the rent as aforesaid and performing all the covenants aforesaid, shall and may peaceably hold and enjoy the demised premises for the time aforesaid, but upon his failure to pay the rent promptly when due as herein specified the Lessor shall have the right to annul and terminate this lease, and it shall be lawful for her to enter and forthwith re-possess all and singular the premises herein leased.

In Witness Whereof the said parties have hereunto set their hands and seals in duplicate this 30th day of Sept., A.D. 1939.

In The Presence Of:

Townes Hodges

Jessie O. Hunt

Jessie C. Flynn

Lessor

W. P. Earp

Lessee.

L.S.

L.S.

State of South Carolina,
County of Greenville.

Personally appeared before me Jessie O. Hunt, who being first duly sworn says that she saw the within named Jessie C. Flynn as Lessor and W. P. Earp as Lessee, sign, seal and as their acts and deeds, deliver the foregoing written Lease for the uses and purposes therein mentioned, and that she with Townes Hodges witnessed the execution thereof.

SWORN to before me this
30th day of Sept., 1939.

Townes Hodges L.S.

Jessie O. Hunt.

Notary Public for South Carolina.

S.C. Stamps \$1.44

Recorded November 28th 1939 at 12:09 P.M.

#15171