

2M - 1 - 59 - No. 350 - LEASE (City Property) W. A. Seybt & Co., Office Supplies, Greenville, S. C.

State of South Carolina )

County of Greenville )

Samuel T. Moses

lessor in consideration of the rental hereinafter mentioned, have granted, bargained and released and by these presents do grant, bargain, and lease unto Gary Barker and Margaret M. Barker

lessee

for the following use, viz.: for a dwelling house, the one story frame, metal roof dwelling, located 2 miles north of Marietta, S. C., being about 3 acres

for the term of ten (10) years from date

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

Five Dollars (\$5.00) Dollars

for the entire 10 yr. period payable in advance, receipt of which is hereby acknowledged,

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.

Lessees have the right to remodel or improve the dwelling any way they wish so long as they do not lessen the value.

Description of land hereby leased is as follows: The line of land begins at iron peg, landmark some ten feet left of utility pole and extends along dirt road to landmark (in front of house) some two-hundred-ten feet from first peg. It then makes a slight angle to right and runs to peg some three-hundred-twenty feet. The line then cuts back to first peg, forming a triangle around house.

This is a portion of the identical premises heretofore conveyed to Samuel T. Moses by James Moses by deed dated

To Have and to Hold the said premises unto the said lessee their executors or administrators for the said term. It is agreed by the parties hereto that this lease shall continue from year to year on the same terms, unless the party desiring to terminate it after the expiration of the term above mentioned give to the other party

one months written notice previous to the time of the desired termination, 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 28th day of September, 1964

Witness:

Margaret H. Porter

Samuel T. Moses (SEAL)
Gary Barker (SEAL)
Margaret M. Barker (SEAL)

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