

Affidavit

JUN 30 1961

June 30th, 1961
#495

Deed Book 677, page 19

Haynsworth, Perry, Bryant, Marion & Johnstone

LAW OFFICES
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ALEXANDER E. WILSON, JR.
SPECIAL COUNSEL

June 29, 1961.

H. J. HAYNSWORTH
1888-1961
C. F. HAYNSWORTH
1888-1953
J. M. PERRY
EUGENE BRIANT
W. FRANCIS MARION
THOMAS R. JOHNSTONE, JR.
ANDREW B. MARION
HOWARD CALDWAY, JR.
FRED D. COLE, JR.
O. G. CALHOUN
DONALD L. FERGUSON
MITCHELL KING, JR.
JEAN A. GALLAGHER
G. CLAYTON DANER, JR.
HARVEY L. HAYNSWORTH, JR.

Mrs. Ollie Farnsworth,
Register Mesne Conveyances,
Greenville County Court House,
Greenville, S. C.

Dear Mrs. Farnsworth:

I served as attorney for Mr. Thomas R. Easterby in the matter of the lease executed by Mr. Easterby on February 21, 1961 to Goodyear Tire & Rubber Company and similar lease by the same parties dated May 11, 1960. The latter lease was recorded in your office in Deed Book 659 at Page 439 with \$64.80 documentary stamps attached.

The original lease dated May 11, 1960 provided for a term of 15 years beginning with the completion of the building to be located on the premises for a rental of \$1350.00 a month. On this basis, stamps were attached to the short form lease executed at the same time and filed in your office.

Subsequently, the parties found it advisable to make various changes in this lease and, rather than simply attach amendments, a new lease dated February 21, 1961 was signed by both parties with the provision that it superseded the lease dated May 11. The lease covers the same premises for the same period, that is, 15 years from completion of the building. However, the amount of the rental was reduced from a definite sum of \$1350.00 to a minimum rental of \$1200.00 per month with the provision that additional rental would be paid on the basis of a percentage of sales over a specified annual sales figure. As the only sum definitely promised to be paid was the \$1200.00 a month, this would be the amount for the computation of stamps and this, as you see, is less than the stamps put on the original lease. As the second lease simply supersedes the first by way of amendment, we think no additional stamps are required as the amount to be paid is not increased but is actually decreased.

Sincerely,

Alexander E. Wilson, Jr.

JUN 30 1961

Ollie Farnsworth
Notary Public S.C.