

Should the Lessee at any time during the term of this lease become insolvent or file a petition in Bankruptcy or should a Petition in Bankruptcy be filed against them, or should the Lessee violate any of the covenants of this lease, the Lessor may, at his option, declare this lease terminated and it shall thereupon become null and void and the Lessor shall have the right to take possession of the said premises upon thirty (30) days notice.

In witness whereof the Lessor and Lessee have hereunto set their hands and seals this the day and year first above written.

In the presence of:

Dixie H. Rector,

Gussie Hix,  
Witnesses as to Lessor.

Lucia Mae Meares,

J.T. Turner,  
Witnesses as to Lessee.

.D.L. Norris, (L.S.)

.Southern Fruit & Produce Co. (L.S.)

By J.K. Menos.

State of South Carolina,

County of Greenville.

Personally appeared before me Dixie H. Rector who being duly sworn says that she saw D.L. Norris sign, seal and as his act and deed deliver the foregoing agreement, and that she with Gussie Hix witnessed the execution thereof.

Sworn to before me this 24th, day of

March 1921.

James R. Bates (L.S.)

Notary Public for S.C.

Dixie H. Rector

State of South Carolina,

County of Greenville.

Personally appeared before me Lucia Mae Meares who being duly sworn says that she saw J.K. Menos as a partner of and on and behalf of the Southern Fruit & Produce Co., sign, seal and as his and their act and deed deliver the foregoing agreement and that she with J.T. Turner witnessed the execution thereof.

Sworn to before me this 23rd, day of

March 1921.

John T. Turner

N.P. S.C.

Lucia Mae Meares.

Recorded March 24th, 1921.

This Agreement made and entered into at Greenville, S.C. this 23rd, day of March 1921 by and between W.A. Bates, hereinafter known as the party of the first part and the Piedmont Oil Co., a corporation hereinafter called the party of the second part; Witnesseth:

That in consideration of the rent, provisos and agreements hereinafter contained and which on the part of the party of the second part and its assigns are to be paid done and performed, the party of the first part doth grant, lease and demise unto the party of the second part all that piece or parcel of land known as Lots three, four and five on a plat of Woodside Circle made by C.M. Furman, Jr., March 1920 and recorded in the R.M.C. Office for Greenville County and bounded on the side next to the City of Greenville by Lots one and two and on the north by the property known as the Maulding and Edwards Garage and on the front by Rutherford Road; having a frontage on the said Rutherford Road of seventy-five feet and running back in parallel lines for a distance of one hundred and fifty feet, together with all houses and buildings and easements and appurtenances, whatsoever, to the said lot belonging, to have and to hold unto the party of the second part and its assigns from the 1st, day of May 1921 for and during the term of three years next ensuing, yielding and paying therefor to the party of the 1st, part or his assigns, during the said term a rent of twenty-five (\$25.00) Dollars per month, payable monthly. It is further agreed that at the expiration of three <sup>years</sup>, the party of 2nd. part shall have the power and right to retain the same on the same terms and stipulations as herein expressed except that the amount of rent to be paid shall be agreed upon at that time, the party of the second part having a preferable right to the premises by paying as much as should be offered by any other person or party.

It is further agreed that this rent contract shall cease and terminate at any time during the first or second period mentioned herein, upon the party of the second part giving the party of the first part ninety days notice in writing of its intention to terminate the contract and vacate the premises.

It is further agreed that should the party of the first part exercise the right given him below to terminate the contract he shall neither sell nor build for the purpose of locating a Gasoline filling station or garage on the premises.

It is further agreed that upon the termination of this agreement the party of the second part shall have the right to remove any fixtures, buildings, appurtenances or anything whatsoever on the said premises, with the exception of any sand, cinders or cement used in the construction of roads or roadways.

That party of the 1st, part will pay all taxes, levies or assessments against the said premises or upon the party of the 2nd, part on account thereof.

The said party of the second part will during the term pay or cause to be paid to the party of the 1st, part the said monthly rental of twenty-five (\$25.00) dollars per month, payable monthly.

That the party of the first part for the purposes of a sale or building, shall have the right and privilege of terminating this lease upon giving the party of the second part one year's notice in writing.

That in default of ninety days in the payment of any rent hereinbefore stipulated for or the breach of any of the covenants herein contained, the party of the first part or his assigns shall and may re-enter and the same again have, re-posses and enjoy as of his former estate.

(Over)