

State of South Carolina, )  
County of Greenville. ) Agreement

This Agreement made and entered into by and between the Carolina Candy Co., a partnership composed of Manos and Manos, or A.K. Manos, Pete Manos, and George P. Manos, and doing business on the first floor of the two-story brick building #317 on the East side of South Main Street, in the City of Greenville, State of South Carolina and Jim C. Stathos (or James S. Stathakos) of the County and State aforesaid, on this the 31st, day of December 1925:

Witnesseth:

That the said Carolina Candy Co. in consideration of one no/100 dollar (\$1.) receipt of which is hereby acknowledged, and in further consideration of four hundred and no/100 (\$400.) due by the Carolina Candy Co. as wages in full to Jan. 1, 1926 to the said Jim C. Stathos ( or James S. Stathakos) for the management of the aforesaid store room, and in further consideration of all debts incurred in the operating, furnishing and supplying the aforesaid store room on the East side of South Main St. whether such debts have been incurred in the name of the Carolina Candy Co., Manos and Manos, or in any other name, said debts amounting to about five hundred and no/100 dollars (\$500.), more or less, the debts being principally owed to;

- 1. Thomas and Howard Co.
- 2. Lipscomb-Russell Co.
- 3. Southern Fruit Co.
- A.H. Monteith
- 5. All other merchants.

And in further consideration that the said Jim C. Stathos (or James S. Stathakos) assume sole responsibility for all damage done the aforesaid premises that the said lessees Manos and Manos might be responsible for, or which might be done until July 1, 1926, do hereby bragian and sell, set off and release and assign to Jim C. Stathos (or James S. Stathakos) the following:

All their right in the lease from J.C. Smith of Greenwood, S.C., to Manos and Manos of Greenville, S.C., it being specifically understood that the said Manos and Manos are of even date giving notice to the said J.C. Smith that the Lessee has sold the property and desires to vacate the building at the expiration of six months, such being permissible under the terms of this contract or lease between J.C. Smith and Manos and Manos, it being further specifically understood that the said Jim C. Stathos (or James S. Stathakos) is to pay the monthly rental of One hundred and fifty and no/100 (\$150.00) and be responsible for the same until the expiration of the aforesaid six months.

Also all the fixtures, equipment and supplies in the aforesaid store room on the East side of South Main St. belonging to the Carolina Candy Co., the following being a partial list of the same:

2 Cash Registers, 3 show cases, 1 lunch counter, 2 electric fans, 1 steam table, one coal and one Gas stove, one fruit stand, one beer stand, all cooking utensils and all other articles of equipaent.

It is further agreed that in consideration of the above named consideration the said Jim C.- Stathos (or James S. Stathakos) agrees to be responsible for and pay at least one-half of all the expenses connected with a certain suit brought by a Manie B. Greer of Pelzer, S.C., against A.K. Manos for damages, the said Manie B. Greer alleging that she was injured by the -

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food purchased from the above mentioned store room, the said Jim C. Stathos (or James S. Stathakos) being manager of the said store room at that time, the above referred to "expenses" including all court costs, attorneys fees, all loss in the action, should a judgment be recovered against A.K. Manos.

It is also further agreed between the parties to this contract that should either party fail to perform his part of the contract in any particular that this agreement will become nul and void and the parties will be put in status quo as nearly as possible in addition to the breaching party being liable for damages for such breach.

To the faithful performance of all and every part hereof we bind ourselves, our heirs, executors and administrators firmly by these presents.

In witness whereof we hereunto set our hands and seals this the 31st, day of December 1925.

Witnesses:

John E. Johnston

James C. Stathos (L.S.)

D.R. Cain.

Carolina Candy Co. (L.S.)

By A.K. Manos. (L.S.)

State of South Carolina,

County of Greenville.

Personally comes D.R. Cain, and makes oath that he saw the within named A.K. Manos, for Carolina Candy Co., and Jim C. Stathos (or James S. Stathakos), sign and seal the within written instrument, and that he with John E. Johnston, witnessed the execution thereof.

Sworn to before me this 31st,

day of December, 1925.

John E. Johnston (L.S.)

D.R. Cain

Not. Public for South Carolina.

Recorded January 2nd., 1926 at 12:10 P.M.

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