

State of South Carolina,  
County of Greenville.

## L E A S E

This Indenture, made and concluded at Greenville, S. C., this 8th day of August, nineteen hundred and thirty-six by and between J. P. Rosemond the Lessor on the first part, and Clayton Motor Company the Lessee on the second part,

Witnesseth, that the said Lessor has granted, and leased, and by these presents, does grant and lease, unto the said Lessee the following:

That certain vacant lot located in Ward "1" of the City of Greenville, State and County aforesaid, and situate on the south side of Buncombe Street at the intersection of Duncan Street and running along Buncombe Street 103 feet and running back 104 feet on Duncan Street according to deed by Guy A. Gullick, Judge of Probate for Greenville County, S. C. to J. P. Rosemond. Said deed bears date of March 18, 1931, and is recorded in Vol. 110, at page 408, R. M. C. Office for Greenville County.

The Lessor herein does hereby agree to erect a brick building which will cover the major portion of the lot herein above described. Said building will commence at the northwest corner of lot described in deed of Nora S. Sherrill to Sloan S. Sherrill, which deed is recorded in Vol. 115, at page 349, R. M. C. Office for Greenville County, and will run thence along the south side of Buncombe Street in a northwesterly direction 85 feet to a point on Buncombe Street; thence 25 feet to a point on Duncan Street; thence along Duncan Street 63 feet to corner of property now owned by Carolina Loan & Trust Co.; thence in a southeasterly direction along the line of said Carolina Loan & Trust Company's lot 63.3 feet to point in the line of Sloan S. Sherrill's lot; thence along line of said Sherrill lot 82 feet to the beginning corner.

Said building is to contain approximately 5400 square feet, and will have 12 inch brick walls with 12 feet ceilings. Roof is to be of tar-gravel construction. The Buncombe Street front of building is to be of cream colored brick with 48 lineal feet of plate glass; Duncan Street front to have 12 lineal feet of plate glass.

The building is to be divided by a 6 inch partition wall, plastered on the office side, the other side finished as agreed upon, which will extend approximately across the center of the building. Front division is to have concrete floors with tile finish, also brick walls to be plastered. In said front division there will be one general office, one private office and a supply room; sizes of which have heretofore been agreed upon between Lessor and Lessee.

The rear division, a shop, is to have door opening at the rear of building on Duncan Street, concrete floors, no walls plastered, and two toilets situate therein.

Five flues are to be provided for heating building.

Do have and to hold, the above described premises unto the said Clayton Motor Company, its successors, and assigns, for the full term of seven (7) years commencing when the building has been completed, which is to be October 15, 1936, or as soon thereafter as possible. It is mutually agreed that Lessor is to pay the total sum of Fourteen Thousand Seven Hundred (\$14,700.00) Dollars, payable at the rate of One Hundred Seventy-five (\$175.00) Dollars per month, monthly in advance for the lease premises.

It is mutually understood that the Lessee shall make no repairs at the expense of the Lessor, and any alteration or improvements desired by the Lessee at his own cost, must be done under the written sanction of the Lessor and all such alterations or improvements shall be surrendered to the Lessor on the Lessee's removal. The Lessee shall make good all breakage of glass, and all other injuries done to the premises during his tenancy and caused by his negligence, but not for such as are produced by natural decay and unavoidable accidents.

And it is further stipulated and understood, by the parties to these presents, that if one months rent shall at any time be in arrear and unpaid the lessor shall have the right to annul and terminate this lease, and it shall be lawful for him to re-enter and forthwith repossess all and singular the above granted and leased premises; in case of default for ninety days the Lessor may declare the entire balance of the rent due and then payable.

It is mutually understood that Lessor reserves the right any time during the life of this lease to erect an apartment over the lease premises, but it is distinctly understood and agreed that lessor, in constructing the apartment, will not interfere with the operation of Lessee's business by erecting scaffolds or in any other way obstructing driveways, entrance or show windows during such construction.

The parties hereto do hereby bind themselves, their heirs, administrators, executors, successors and assigns to faithfully carry out all the terms and conditions contained herein.

In witness whereof, the parties hereto do hereunto set their hands and seals this 8th day of August, 1936.

Signed, sealed and delivered in the presence of:

B. P. Bulman.

W.A. Chandler.

J. P. Rosemond, (SEAL)  
Lessor

Clayton Motors Company  
C. M. Clayton (SEAL)  
Lessee, Owner.