

TITLE TO REAL ESTATE

27235 PROVENCHER-LARRARD CO.-GREENVILLE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.
TOWN OF GREER.

LEASE.

This Contract and Lease entered into this first day of June, 1939, by and between Dr. J. T. Smith of Greer, S. C. referred to hereafter as party of the first part, and M. J. Bailey of Woodruff, S. C. hereinafter known and designated as party of the second part, witnesseth:

The party of the first part agrees to and does hereby lease unto the party of the second part certain lots of land situated in the Town of Greer, in Chick Springs Township, Greenville County, State of South Carolina. The same being on the corner of Depot and Randall Streets, Greer, S. C.

1st. All that lot of land in the Town of Greer, S. C. beginning at the intersection of Depot and Randall Streets in the center of said Randall Street, and runs thence E. with the said street 88 feet to an iron pin in said Randall Street; thence N. with Davis line 63 feet to an iron stake; thence, W. with Davis line 88 feet to an iron stake in the center of Depot Street; thence, with said Depot Street to the beginning, containing five thousand four hundred and fifty-six square feet, more or less, bounded on the South by Randall Street, on the North and East by the lands of B. J. Davis, on the West by Depot Street, being the same lot of land conveyed to A. J. Davis by J. S. Allen, April 8, 1899.

2nd. That lot of land Number 9 as shown on the Plat of Dr. J. T. Smith property purchased from W. J. Fortner Jan. 4, 1930, recorded in Book J, page 479 Greenville, S. C., fronting on Randall Street a width of twenty-eight feet and running back Northernly to lot Number 10, extending to the alley on the East.

3rd. Also, a strip of land nine feet wide adjoining the above described lots of land and comprising a part of lot Number 10 as shown on Plat referred to above and extending from Depot Street to the alley referred to above.

Party of the second part shall have the right to put such buildings and equipment on these lots of land as is necessary for conducting the business of a Gasoline Filling Station.

If party of second part fails to pay rent as specified, then party of first part can take possession of all this property.

This Lease shall commence on the first day of June, 1939 and shall terminate on June 1, 1944, without additional notice.

The party of the first part does hereby give the party of the second part an option to lease the above described land for an additional five years beginning June 1, 1944 and extending to June 1, 1949 at same price and on same terms as the first five year lease.

At the time of the termination of this lease the party of the second part will have the privilege of removing any and all equipment from the property, but not any part of the buildings. The buildings at the termination of this lease shall remain on the land and become the undisputed property of the party of the first part.

As a consideration for the use and possession of the lots of land aforesaid, the party of the second part covenant and agrees to pay unto the party of the first party the sum of Thirty Dollars each and every month. The said rental to commence on the first day of June, 1939 and to continue until June 1, 1944. The rent to become due and payable on the first of each month.

Witness our hands and seals this the 1st day of June, 1939.

Signed, sealed and delivered
in the presence of:

H. J. Lanford
W. J. Tapp

Dr. J. T. Smith
Party of the first part.
M. J. Bailey
Party of the second part.

State of South Carolina,
County of Greenville.

Personally appeared before me H. J. Lanford, who made oath that he saw Dr. J. T. Smith, party of the first part, and M. J. Bailey, party of the second part, execute the foregoing instrument or Lease, and that he with W. J. Tapp witnessed the execution thereof.

Sworn to before me this 1st day of June, 1939.

H. J. Lanford.

Louise L. White
Notary Public for S. C.

S. C. Stamps \$0.72

Recorded July 26th, 1939 at 3:30 P. M. #9475 BY: E. G.