

## TITLE TO REAL ESTATE

40782 PROVENCE-J. B. HARRIS CO.-GREENVILLE

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

This Agreement entered into at Greenville, South Carolina this 21st day of July, 1943, by and between H. B. McBee, as lessor, and W. R. McAlister, as lessee,

WITNESSETH: In and for the consideration hereinafter expressed H. B. McBee agrees to lease and does hereby lease unto W. R. McAlister, his heirs, executors and administrators his undivided one third interest in the Virginia Hotel property in the City of Greenville, County and State aforesaid, at the corner of Coffee, Laurens and Buncombe Streets, together with his interest in all furnishings therein, and including the store rooms under said hotel for the term of five years from date hereof.

W. R. McAlister hereby agrees to accept and does hereby accept the lease of said property for said term at and for the consideration to be paid to H. B. McBee hereinafter expressed.

It is agreed that the said W. R. McAlister shall pay unto the said H. B. McBee a monthly rental of \$200.00 per month for the lease of the interest of the said H. B. McBee in said property during said term, said monthly rental to be paid on the 21st day of each month.

As additional and further consideration for the within lease the said W. R. McAlister agrees to pay one third of all taxes levied and assessed against said property from January 1st, 1943 and one third of the interest on the \$40,000.00 mortgage held by the Gallivan Estate from April 2, 1943, until the expiration of the within lease.

The said W. R. McAlister further agrees to keep said premises insured for an amount not less than \$40,000.00, and shall bear the expense of said insurance.

It is further agreed that the said W. R. McAlister shall bear the expense of all repairs and renovations to said property, both interior and exterior, including the furnishings in said hotel.

As additional and further consideration for the within lease the said W. R. McAlister assumes and agrees to pay the amount due on that certain judgment, together with accumulated interest and costs in excess of \$300.00, obtained by Lula R. McBee against H. B. McBee in the original amount of ten hundred thirty three dollars and three cents, (\$1033.03), said judgment being indexed and enrolled in the Office of the Clerk of Court for Greenville County in Judgment Roll E-7519. Said judgment now being owned by Marshall Moore as assignee.

It is further agreed that should the said W. R. McAlister acquire said judgment by assignment, he shall transfer and assign same to H. B. McBee or his order upon payment to him of \$300.00 by the said H. B. McBee.

In the event the interest of H. B. McBee in the property herein concerned shall be advertised for sale, under said judgment the said W. R. McAlister shall pay the amount due on said judgment, over and above \$300.00 as aforementioned, and upon failure of the said W. R. McAlister to do this before the second advertisement should run, the said H. B. McBee will have the right to pay off said judgment in full, and thereupon, the said W. R. McAlister shall reimburse the said H. B. McBee in this connection for such sum as the said H. B. McBee shall pay upon satisfaction of said judgment over and above \$300.00, by increasing the monthly rental to the extent of \$25.00 per month until such sum, in excess of \$300.00, expended by H. B. McBee for the satisfaction of said judgment shall have been paid.

In connection with said judgment it is agreed and understood that H. B. McBee shall stand responsible and liable for the first \$300.00 due on said judgment.

The within lease shall not be assigned by W. R. McAlister without the written consent of H. B. McBee.

Upon failure of W. R. McAlister to pay the monthly rental herein provided for and to fulfill and faithfully perform all other terms, conditions and agreements herein contained, the within lease shall cease and terminate and be of no further force and effect, and in that event the said H. B. McBee shall have the legal right to eject said W. R. McAlister from said premises just as though he were the sole owner of the property leased.

In the event the buildings situate on said hotel property shall be totally destroyed by fire, the within lease shall terminate without further responsibility on the part of W. R. McAlister. Should said buildings be partially destroyed the within lease shall stand suspended until the buildings have been repaired and restored to a state of occupancy, and thereupon the said lease shall be revived and continue until the expiration of the original five year period.

Witness our hands and seals at Greenville, South Carolina, this twenty first day of July, 1943.

Witnesses:

S. E. Colvin, Jr.  
W. B. McGowan

H. B. McBee      L. S.  
Lessor  
W. R. McAlister      L. S.  
Lessee

The Agreement to the same see also Book 259 (the book) at Page 161.