

It Is Further Agreed, that if the said building is so damaged by fire as to be unfit for occupancy this lease shall immediately terminate, if, however, the building is only partially destroyed, so that it is not rendered unservicable, this lease shall not thereupon terminate, but the landlord shall repair the same for use by the lessees.

It Is Further Agreed That the lessees may have the privilege of changing the store front in such manner as will be most suitable for the business conducted by them, and the lessor agrees to pay fifty dollars (\$50.00) on account of the costs of doing said work.

It Is Further Agreed That the lessor shall install in the transoms over front doors, ribbed glass instead of plain glass, and shall also conceal all electric wiring between the second floor and the ceiling of the first floor.

It Is Further Agreed that the male employees of the parties of the second part shall have the right to the use of the toilet at the end of the hallway on second floor, jointly with occupants of the front office, by paying one half of the cost of operating the same.

It Is Further Agreed That the lessor shall have the right to terminate this lease should the lessees be at any time sixty days (60) in arrears of rent. Should this lease terminate for any cause, or at any time, lessees shall have the right to remove any and all store fixtures belonging to them.

Witness our hands and seals this the 31st, day of July, 1912.

Witnesses:

B. F. Martin,

E.M. Blythe,

W.W. Burgiss,

J. Thos. Arnold,

W.S. Johnson.

State of South Carolina,

County of Greenville.

Personally appeared before me, E.M. Blythe and made oath that he saw the within named W.W. Burgiss, J. Thos. Arnold and W.S. Johnson sign, seal and as their act and deed deliver the within written instrument for the uses and purposes above mentioned and that he with B. F. Martin witnessed the execution thereof.

Sworn to before me this

16th, day of December, A.D. 1912.

E.M. Blythe

H.B. Ingram (Seal)

Notary Public for S.C.

Recorded for December 16th, 1912.

The West End Land & Improvement Company

Greenville, S.C.

No. - - - -

This Agreement made this second day of March A.D. 1912 between the West End Land & Improvement Company of Greenville, South Carolina, hereinafter called the Company (which expression shall include its successors and assigns where the context so requires or admits) of the first part, and William Toland of Greenville, State of South Carolina whose post office address is No. 901 Augusta St. hereinafter called the purchaser (which expression shall include his heirs, personal representative and assigns, where the context so requires or admits) of the second part.

WITNESSETH, that for and in consideration of the agreements contained herein and the payment of the sums of money, hereinafter mentioned, the company agrees to sell to the purchaser, and the purchaser agrees to buy of the Company One lot of land being the lot known as Lot No. 46 "A" on the plat of the property of the West End Land & Improvement Co., filed in the office of the Clerk of the Court of Greenville County, State of South Carolina. The Purchaser agrees to pay for the said lot the sum of Two hundred & sixty five Dollars, of which the sum of Ten Dollars is paid in cash the receipt of which is hereby acknowledged, and the residue shall be paid in monthly installments of Five Dollars each, commencing on the first day of April 1912, and payable then and on the first day of each successive month thereafter until the entire purchase price is paid; and when the said purchase price shall have been fully paid as herein provided, the Company agrees and binds itself to execute and deliver to the purchaser a deed of conveyance of the said lot, in fee simple with covenant of general warranty, and containing the covenants and restrictions as to the use of said lot mentioned below.

NO INTEREST SHALL BE CHARGED ON DEFERRED PAYMENTS until same shall have become past due; and all taxes are to be paid by the purchaser on said premises until a deed thereof is delivered.

It is expressly understood and agreed that in case any payment is in default for a period of sixty days after it becomes due, this agreement shall become null and void at the election of the company, at the expiration of ten days from date of mailing by the Company to the purchaser, a notice in writing of such default, and all sums paid hereunder shall be considered as in purchase of an option for the time being and shall be held and retained by the Company free from all claims and demands whatsoever, by the purchaser, and any and all rights of the purchaser in and to said premises shall then immediately cease and determine; provided that the purchaser may within said ten days, re-instate this contract by payment in full of all amounts in arrears.

If the holder of this contract shall be unable to pay the installments as stipulated herein on account of being out of employment from sickness, the Company will suspend the payments herein provided for during such lack of employment for a period not exceeding four months; provided that the Company shall have been notified by the holder within thirty days after the first default and shall provide a certificate of a practicing physician to such sickness.

The deed from the company herein provided for shall contain the following covenants and restrictions That no intoxicating liquors or ardent spirits shall be sold on said premises or nuisance allowed there;

That the scheme of facing lots as shown on said plat shall be adhered to, and no lot shall be faced in any other direction than that shown on said plan.

As part of this contract the Company guarantees the following:

(over)