

State of South Carolina,
County of Greenville.

This agreement made and entered into this the 6th day of January, 1913, by and between Lalla Reynolds and Annie Bell Reynolds, parties of the first part, and hereinafter called lessors, and M. Herman, hereinafter called lessee, party of the second part,

WITNESSETH:

1. That the lessors have hereby hired and leased to the lessee, that certain brick building known as No. 115 South Main Street, being two stories high, situate on the East side of said Main Street, in the City and County of Greenville, South Carolina, for the term of three years, beginning the first day of May, 1913, at the monthly rental of Ninety Dollars (\$90.00) for each and every month, during said period, payable in advance.
2. That the said M. Herman agrees to take the said premises in the condition they now are, at the monthly rental above stated, paying the sum as above stated, for the period aforesaid, with first privilege of releasing same upon agreeing to the terms and time then made by the lessors.
3. It is further agreed that the said lessee is not to conduct or permit or allow any part of said premises to be used as a club-room, gambling-room, or in any other way in violation of the Ordinances of the City of Greenville, or the laws of the State of South Carolina.
4. That the said lessee will at his own proper cost and charges provide his own lights and waters, and may make any necessary repairs and improvements in said premises, but only at his own cost and expense.
5. It is further agreed that this lease shall not be assigned, nor the premises sub-let, without the written consent of the lessors.
6. It is further agreed that if any payment is not paid when due, according to the terms of this lease, then the lessors shall and may have the right to re-enter and take possession of said premises, and remove all persons therefrom, and shall not be liable for any damage, nor for any unexpired term of this lease, but may re-claim the same, and release and deal with said premises from that time as if this contract had never been entered into.
7. It is further understood and agreed that if any of the conditions contained in this contract are violated by and on the part of the lessee, then the rights and privileges provided in the preceding paragraph are hereby granted to the lessors.
8. Upon the payment of the rent above referred to, and the compliance with and keeping of all covenants and conditions herein contained, the said lessee shall and may have peaceable and quiet possession of the premises hereby demised, for the period aforesaid, and will return said premises at the end of said period, or other determination of this lease, in as good condition as ~~he first takes them~~, it is after improvements and repairs, except shelving and fixtures, provided that if said premises are so injured or destroyed as to render them unfit for occupancy, then all parties hereto are from thenceforth relieved from the obligations hereby contracted.

In witness whereof, the parties hereto do bind themselves, their heirs, executors, administrators and assigns firmly by these presents, and in duplicate do set their hands and seals this the 6th day of January, 1913,

(The words "he first takes them" erased and the words "it is after improvements and repairs, except shelving and fixtures" interlined before signing)

Signed, sealed and delivered

in the presence of:

(Next page)

Harry R. Wilkins,

B.A. Morgan,

South Carolina,

Greenville County.

Personally comes before me Harry R. Wilkins who on oath says that he saw the foregoing Lalla Reynolds, Annie Belle Reynolds and M. Herman sign, seal and as their act and deed deliver the foregoing lease, and that he with B.A. Morgan witnessed the execution of the same.

Sworn to and subscribed before me

this 6th day of January, 1913.

B.A. Morgan (Seal)

Notary Public, S.C.

Lalla Reynolds, (Seal)

Annie Bell Reynolds, (Seal)

M. Herman, (Seal)

Recorded for January 7th, 1913.

(Right-of-way \$1.00)

An Agreement, made and entered into this 5th day of December, 1912, by and between Southern Railway Company, a corporation organized and existing under and by virtue of the laws of the State of Virginia, hereinafter for convenience styled the Southern Company, party of the first part; and Greenville, Spartanburg and Anderson Railway Company, a corporation organized and existing under and by virtue of the laws of the State of South Carolina, hereinafter for convenience styled the Greenville Company, party of the second part;

WITNESSETH:

That the Southern Company, for and in consideration of the covenants of the Greenville Company upon its part faithfully to be kept and performed, as hereinafter expressed, will and hereby does, grant unto the Greenville Company the right to lay and construct, maintain and operate, the double track line of electric railroad which the Greenville Company has located, and has under construction, to extend from Greenville to Belton, both in the State of South Carolina, across the right of way and above the grade of the main track of the Southern Company running between Columbia and Greenville, at Piedmont, in the County of Greenville and State of South Carolina, and to build and construct a suitable bridge and adutments at the point of crossing to carry the said electric railroad tracks above the said main track of the Southern Company; the common center line of the said proposed railroad of the Greenville Company, an 8 degree curve, with center to the Northeast, to cross and intersect the center line of the said Main track of the Southern Company, a 6 degree curve, with center to the Northwest, at a point twenty-one hundred seventy-nine and four-tenths (2179.4) feet Northeastwardly from Milepost V-131 of the Southern Company, measured along the center line of the said main track of the Southern Company; the tangent to the common center line of the said railroad of the Greenville Company produced from point of intersection, forming a Southwesterly intersection angle of 57 degrees 42 minutes with the tangent of the said curved center line of the said main track of the Southern Company produced from point of intersection; it being understood that the right of way of the Southern Company at said point of crossing is one hundred (100) feet in width on either side of the center line of its said main track measured at right angles thereto; All being substantially as shown upon the blue-print map of -

(Over)