

VOL. 22
State of South Carolina,
County of Greenville.

This Indenture made this 9th, day of September, 1912, by and between J. Thomas Arnold, hereinafter called "Lessor", (which expression shall include his heirs and assigns whenever the context will admit,) of the first part, and J. Lindsay Ross, hereinafter called "Lessee", (which expression shall include his heirs and assigns, executors and administrators whenever the context will admit,) of the second part, WITNESSETH:- The said Lessor doth hereby demise and lease unto the said Lessee, a certain dwelling house situate in the City of Greenville, County and State aforesaid, and known as No. 746 North Main Street, together with the lot of land used therewith and the easements and appurtenances thereto belonging.

TO HAVE AND TO HOLD the premises hereby demised unto the said Lessee from the first day of October, 1912, for a term of two years, the said Lessee paying therefor a rental of Six Hundred (\$600.00) Dollars, per annum, payable as follows:- Fifty (\$50.00) Dollars at the signing of these presents and fifty (\$50.00) Dollars on the first day of each month thereafter. The first payment of Fifty Dollars to be as liquidated damages to said Lessor should said Lessee fail to enter said premises by the 15th day of October, 1912, or should said Lessee terminate this Agreement; otherwise, said sum of Fifty (\$50.00) dollars shall be applied to the payment of the first monthly rental. The said Lessee doth covenant with the Lessor:

- (1) That he will during the continuance of the term hereby granted and leased, pay said rent hereinbefore reserved at the times at which same is made payable;
- (2) That he will make no alterations or additions to or upon the said premises without the consent of the Lessor being first obtained in writing; and that he will not suffer nor permit any waste of the premises;
- (3) That he will not assign this lease nor underlet the said premises without such previous consent in writing from the said Lessor (but such consent shall not be unreasonably or arbitrarily withheld to an assignment or underletting of said premises to a respectable and responsible person,
- (4) That the Lessor, his agents or servants, may at reasonable times, enter upon said premises to examine the condition of the same and make all necessary repairs;
- (5) That he will at the determination of said tenancy quietly yield up said premises with the fixtures which now or which at any time during said term shall be thereon (except so much thereof as are placed on said premises by and at the expense of said Lessee, and which can be removed from said premises without damage thereto) in as good and tenantable condition, in all respects, reasonable wear, and damage by fire, and other unavoidable casualties excepted, as the same now are.

And the said Lessor does covenant with the Lessee:

- (1) That he shall by October first, 1912, repair and put in sound and tenantable condition the roof and all window blinds on said dwelling house and said Lessor shall keep said roof in good repair during the life of this lease; and shall also plaster the walls and ceilings therein wherever same shall be necessary, and make said premises fit for use and occupancy for the said Lessee by said date.
- (2) That he will in the spring of the year 1913, (and not later than the month of May thereof), repaint the exterior of said dwelling house and shall apply such a number of coatings of paint thereto as may be reasonably necessary and fit.

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(3) Said Lessor further covenants to place on the lawn of said premises (and at such a point as may best subserve its purpose) a water spigot with proper piping connections running thereto, to be used in sprinkling said lawns.

Provided, also, that in case said building and premises or any part thereof shall at any time be destroyed or damaged by fire or other unavoidable casualty, so that the same shall be unfit for occupancy or use, then the rent thereby reserved or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended and cease to be payable until said premises shall be rebuilt or made fit for occupancy and use by the Lessor or these presents shall thereby be determined and ended at the election of the said Lessor.

And the said Lessor does hereby bind himself, his heirs, executors, administrators and assigns to warrant and forever defend the said premises for the said term unto the said Lessee, his heirs and assigns, from and against said Lessor, his heirs, executors, administrators and assigns and every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals on the day and year first above written and to another instrument of like tenor and date.

In Presence of:

J. Marie Minshall,

J. Thos. Arnold, (Seal)

Stephen Nettles,

J. Lindsay Ross, (Seal)
By H.C. Miller, Atty. in fact.

State of South Carolina,

County of Greenville.

Personally appeared before me J. Marie Minshall and made oath that she saw the within named J. Thomas Arnold and J. Lindsay Ross, by his Attorney, H.C. Miller, sign, seal and as their act and deed execute and deliver the foregoing instrument in duplicate, and that she with Stephen Nettles witnessed the execution thereof.

Sworn to before me this 9th,

day of September A.D. 1912.

J. Marie Minshall

Stephen Nettles (L.S.)

Notary Public for S.C.

State of South Carolina,

County of Greenville.

KNOW ALL MEN BY THESE PRESENTS, That I, J. Lindsay Ross of the City of Greenville, County and State aforesaid, hereby irrevocably appoint H.C. Miller, of the same place to be my lawful attorney for me, and in my name and stead, to execute in duplicate with J. Thomas Arnold of said place, a certain good and effectual lease of the house, tenement and premises known as No. 746 North Main Street, in said City of Greenville, said County and State, belonging to the said J. Thos. Arnold, for the term of two years, commencing on the first of October, 1912, at a yearly rental of Six hundred (\$600.00) Dollars, payable fifty (\$50.00) Dollars per month on the first day thereof. And with such covenants, provisos and agreements as are usual in leases of like property, or as the attorney shall think necessary or proper to be inserted therein. And I, the said J. Lindsay Ross, hereby declare that all and every, the deeds and things which shall be by him, my said attorney, given or done for the aforesaid purpose, shall be as good and effectual to all intents and purposes as if the same had been done, signed, sealed and delivered by me in my own -

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