

(Lease)

State of South Carolina,
Greenville County.

This Agreement made between James T. Williams of the City of Greenville, State and County aforesaid, hereinafter referred to as the Lessor, and Phillip N. Martin, doing business as The Globe Furniture Company, hereinafter referred to as the Lessee, Witnesseth: That the Lessor does hereby, demise and lease unto the Lessee the following lands, tenements and buildings, to-wit:

That store building, known as No. 124 South Main Street, said lease to cover cellar, first floor and second floor of that portion of building known as No. 124 South Main Street, and first floor of Building fronting on Laurens Street, Nos. 117 and 119 for the full term of Three (3) years, beginning February 1, 1919 running to Jan. 31, 1922 at a rental of Eight thousand, five hundred (\$8,500.00) dollars payable in monthly instalments of Two hundred fifty (\$250.00) Dollars on the last day of each month—

And the Lessee hereby covenants with the Lessor:

- (1) To pay the rental in the manner and at the time aforesaid.
- (2) To keep the premises in good and tenantable repair, and to make good all breakage of glass and all other injuries during the said term, reasonable wear and tear excepted, and at the expiration of the lease to deliver up the premises.
- (3) To permit the Lessor and his agents and his agents to enter at all reasonable times to view the condition of said premises and to make any repairs that may be determined upon.
- (4) Not to suffer or commit any waste or alteration in the premises without the written consent of the Lessor being first had.
- (5) Not to assign or transfer this lease or sublet the premises without the written consent of the Lessor.

(6) In case the buildings on said premises, or any part thereof, shall be destroyed or damaged by fire or any other unavoidable casualty, so as to unfit them for use; then said rent or a proportionate part thereof shall be abated, until said premises shall have been put in proper repair by the Lessor, or this lease may at the option of the Lessor be determined.

(7) The said building shall be used for Mercantile purposes and for no other purpose, and the agrees Lessee that the premises shall not be used for any illegal or improper purposes, and that no nuisance shall be committed thereon.

(8) If there shall be a failure to pay any instalment of the rents herein stipulated, or any part of any instalment of such rent, for a period of Thirty (30) days after the maturity thereof, or if there shall be any breach made or suffered by the Lessee, his Executors, Administrators, or Assigns, of other covenants or agreements herein; then in either of such cases the Lessor may re-enter upon said premises and determine this lease, and the Lessee agrees thereupon to surrender possession of the premises and to pay all rents up to the time of his ejection.

In witness whereof, the said parties have executed this instrument this the 6th, day of January A.D. 1919.

In presence of:

Alester G. Furman,

Laura Martin.

Jas. T. Williams, (L.S.)

The Globe Furniture Co.; (L.S.)

By P.N. Martin, Owner. (L.S.)

State of South Carolina,

County of Greenville.

Personally comes Laura Martin and makes oath that she saw the within named Jas. T. Williams and P.N. Martin sign and seal the within written instrument, and that she with Alester G. Furman

witnessed the execution thereof.

Sworn to before me this 7th,

day of January 1919.

Alester G. Furman (L.S.)

Notary Public, S.C.



Laura Martin

Recorded Jan. 7th, 1919.

(Affidavits to Lost Deed)

State of South Carolina,

County of Greenville.

Personally appears before me L.B. Babb who on oath says that during the year 1905, L.P. Armstrong conveyed to this deponent and his heirs and assigns a certain tract of land hereinafter described by good warranty deeds in fee simple, with dower properly renounced; that a deed as aforesaid was delivered to this deponent for said tract of land, and that the said deed has never been recorded and is lost, and the said L.P. Armstrong is dead.

That immediately upon the delivery of this deponent of aforesaid deed, deponent went into possession of lot of land hereinafter described and has held the same conveyance since that date as his own paying taxes thereon, using and cultivating the same; that no person whomsoever since the aforesaid conveyance has claimed any interest to the said lands adverse to this deponent, and deponent further says that he is absolute owner thereof, and that he and he along can make good and valid conveyance to same.

The land above referred to are described as follows: "That piece, parcel and lot of land lying and being, situate on the Fork Shoals Road just west of the town of Fountain Inn: Commencing at center of branch just above the bridge of Sam Coleman's and running thence S. 63-3/4 W. 3.00 to a point in road; thence N. 83 W. 3.82 to a pine; thence S. 78-1/2 W. 5.18 to a pine; thence N. 47-3/4 W. 7.60 to a Maple on branch, down said branch to beginning corner and containing 1-3/4 acres, more or less".

Sworn to before me this 31, day of December 1918.

F.W. Welborn

Notary Public for S.C.

L.B. Babb

State of South Carolina,
County of Greenville.

Personally appears before me J.A. Adams who on oath says that he resides in Fountain Inn, County and State aforesaid, that he is a Surveyor and Notary Public; that during the year 1905, this deponent drew a deed from L.P. Armstrong to L.B. Babb conveying from the said L.P. Armstrong to the said L.B. Babb a certain lot of land hereinafter described; that the said deed was executed by L.P. Armstrong in the presence of this deponent as one of the witnesses and was actually delivered to the said L.B. Babb; that the said deed was to the said L.B. Babb and his heirs and assigns, and Dower thereto was properly renounced unto the said L.B. Babb and his heirs and assigns; that immediately after delivery of aforesaid deed to L.B. Babb, he went into possession of the premises and has held same as his own from that date until the present.

That a description of the lands conveyed as aforesaid is as follows: "That piece, parcel and lot of land lying and being, situate on the Fork Shoals Road just west of the town of Fountain Inn: Commencing at center of branch just above bridge of Sam Coleman's and running thence S. 63-3/4 W. 3.00 to a point in road; thence N. 83 W. 3.82 to a pine; thence S. 78-1/2 W. 5.18 to a pine; thence N. 47-3/4 W. 7.60 to a maple on branch, down said branch to beginning corner, containing 1-3/4 acres, more or less".

Sworn to before me this 31, day of December 1918.

F.W. Welborn -

Notary Public for S.C.

J.A. Adams

State of South Carolina,
County of Greenville.

Personally appears before me Mrs. Nannie M. Armstrong, who, on oath, says that she is the widow of L.P. Armstrong and that she knows that said L.P. Armstrong, during the year 1905, conveyed to L.B. Babb, his heirs and assigns, the tract of land hereinafter described, and executed to said L.B. Babb a good warranty deed therefor in fee simple and that this deponent renounced her Dower in the property thereby conveyed. That the said L.B. Babb went into possession of said land and has been in possession since the execution of said deed and deponent claims no interest therein. The following is a description of said land: "That piece, parcel or lot of land lying and being, situate on the Fork Shoals Road just east of the town of Fountain Inn, Commencing at center of branch just above a bridge of Sam Coleman's and running thence S. 63-3/4 W. 3.00 to a point in road; thence N. 83 W. 3.82 to a pine; thence S. 78-1/2 W. 5.18 to a pine; thence N. 47-3/4 W. 7.60 to a maple on branch, down said branch to beginning corner and containing One and three-fourths (1-3/4) acres, more or less".

Sworn to and subscribed before me this 4th, day of January 1919.

V.M. Babb -

Notary Public for S.C.

Nannie M. Armstrong.

Recorded January 8th, 1919.