

removed the building, or made permanent improvements or obtained possession of said premises under the provisions hereinabove stated in this lease, and in case the tenant should exercise this option or continue the lease for an additional period of two years then the landlord shall have the same right to terminate the lease at any time during said term of two years by paying the tenant one-half of the total amount of rent that would be due for the unexpired term, and be given the sixty days notice as hereinabove provided for.

It is further understood and agreed that upon the tenant complying with all the terms herein stated, he may have peaceable and quiet possession of said premises for the term aforesaid, but if the rent is not paid promptly when due, or if the tenant shall go into bankruptcy then in either event the landlord may take his option terminating this lease, and he shall have the right to enter and take possession of said premises without suit or process.

In witness whereof the parties have hereunto set their hands and seals in duplicate this 31st day of ~~March~~ July A.D. 1920.

In the presence of:

Z.A. Smith,
Walter W. Goldsmith.
As to John T. Woodside.

John T. Woodside, (L.S.)

J.M. Todd, (L.S.)

Oscar Hodges.
Walter W. Goldsmith.
As to J.M. Todd.

State of South Carolina,
County of Greenville.

Personally appeared before me Walter W. Goldsmith who on oath says that he saw the within named named John T. Woodside sign, seal and as his act and deed deliver the foregoing lease and agreement; and that he with Z.A. Smith witnessed the execution thereof.

Sworn to before me this 31st,
day of July ~~1920~~ 1920.
Oscar Hodges (Seal)
Notary Public, S.C.

Walter W. Goldsmith

State of South Carolina,
County of Greenville.

Personally appeared before me Oscar Hodges who on oath says that he saw the within named J.M. Todd sign, seal and as his act and deed deliver the foregoing lease and agreement, and that he with Walter W. Goldsmith witnessed the execution thereof.

Sworn to before me this
the 16th, day of August, 1920.
James R. Bates (Seal)
Not. Public for S.C.

Oscar Hodges.

Recorded August 16th, 1920.

State of South Carolina,
County of Greenville.

Whereas the Plaintiffs, Betty Gibson, Mattie L. Gilreath, Mary Cauble, Jas. Oliver Cauble, Courtney V. Cauble, Mark W. Cauble, Gladys M. Barton, Marie G. Richardson, Lula M. Long, Jenie C. Harris, Wm. C. Gibson, Jr., and Frances Dall, did on or about May 17, 1920 exhibit their Complaint in the Court of Common Pleas for the County and State aforesaid against Henry A. Gibson and Mary-Thomas, praying for an order authorizing W.C. Gibson as Agent of the property mentioned and described in the Complaint, to execute a lease of the said lot of land unto S.H. Kress and Company for the period, and on the terms set forth and indicated in said Complaint, and said cause being at issue came on to be heard on May 28, 1920 before his Honour, Judge T.J. Mauldin, whereon it was ordered and adjudged that the said W.C. Gibson as Agent, should enter into an agreement with S.H. Kress and Company for the lease of the lot of land described in the Complaint for the period and at the rentals, and on the terms substantially as set forth in the Complaint; with the right to adopt such form of lease or agreement and to incorporate such provisions therein as in his opinion might be advisable for the protection of the estate. Reference to said decree on file in said Court will more fully appear.

Now, therefore, this agreement made and entered into by and between W.C. Gibson as Agent aforesaid, and hereinafter called Landlord and S.H. Kress and Company, a New York Corporation hereinafter called Tenant.

Witnesseth: That the landlord hereby leases to the tenant and the tenant leases from the landlord for eleven years and seven months, beginning June first 1920, and expiring December 31, 1931, the following described property:

All that certain lot of land situate on the East side of Laurens Street in Ward One of the City of Greenville, South Carolina and having a frontage of 20 feet on said Street, and more particularly described as follows, to-wit: Beginning at the corner of the store room now occupied by S.H. Kress and Company on Laurens Street, and running thence in an easterly direction 115 feet 5 inches; thence in a northerly direction in a line parallel with Laurens Street 13 feet; thence in a line parallel with first line and in a westerly direction 6 feet 6 inches; thence in a northerly direction and in a line parallel with Laurens Street 2 feet; thence in a westerly direction and parallel to the first line 103 feet 11 inches to Laurens Street; thence in a southerly direction with said Street 20 feet to the beginning corner, the same being the property immediately adjoining on the north side of store now occupied by S.H. Kress and Company in said City. The annual rent of the first five years shall be Nine hundred (\$900) Dollars which the tenant agrees to pay in monthly installments of seventy-five (\$75) Dollars each.

The first payment to be made July 1, 1920 and the annual rent for the second five years shall be twelve hundred (\$1200) Dollars which the tenant agrees to pay in monthly installments of One hundred (\$100) Dollars each, and the balance of the term, that is to say, one year and seven months, the rental shall be fifteen hundred (\$1500) Dollars which the tenant agrees to pay in monthly installments of One hundred and twenty-five (\$125) Dollars each.

All notices or communications which the tenant may desire or be required to give to said landlord shall be mailed to W.C. Gibson, Greenville, S.C. as Agent aforesaid, and all checks for the payment of the rents as herein stipulated shall be mailed to said W.C. Gibson, as Agent aforesaid. Provided, however, if said Gibson shall die or cease to act as agent aforesaid, the parties owning the property are to immediately designate in writing to said tenant the name and address of some other agent to accept such said notices and said rent from said tenant. The said landlord shall pay any and all taxes assessed on the ground only. The tenant to pay any and all taxes assessed against the building that is to be erected by tenant as well as any water rents or other charges assessed against the building as herein provided to be erected by the said tenant.

(over)