

State of South Carolina,  
County of Greenville.

This Indenture made this 17th, day of January 1922 by and between J.A. Bull, J.H. Morgan, C.J. Morgan and Jas. H. Morgan, Jr., of the first part, and hereinafter designated Lessors, and J.A. Bull Grocery Company, Inc., a corporation duly organized under the laws of the State of South Carolina, of the second part, hereinafter designated the Lessee:

Witnesseth:

That the Lessors have hereby let and rented to the Lessee and the Lessee has hereby hired and taken from the Lessors the Second floor of the building of the Lessors situate on College Street, said building being approximately 40 feet wide and 99 feet long, first floor of said building being rented to Eugene B. Smith and covered by lease dated September 8th, 1921.

To have and to hold said premises for a term of four years and eleven months beginning the first day of February 1922 and expiring the last day of December 1926. For the use and occupancy of said second floor the lessee agrees to pay and the lessors agree to accept as rental Nine hundred dollars (\$900.00) per annum, payable Seventy-five dollars (\$75.00) per month on the last day of each and every month during the period aforesaid.

The lessee agrees to make good all breakage of glass and other damages resulting from said premises and the portion of the building thereon covered by this lease not due to ordinary wear and tear arising from a reasonable use thereof nor injury by the elements.

It is further agreed that no changes, alterations or improvements are to be made to said building without the written consent of the lessors, and any changes, alterations or improvements made will be at the expense of the lessee unless agreed to in writing by the lessors.

It is further agreed that if the premises or the building thereon are so injured or destroyed as to render them unfit for use and occupancy as a storage room, bakery, etc. (said second floor to be used for said purposes) thereupon this lease may be terminated at the option of either party hereto; that this lease shall not be assigned or the premises sublet without written consent of the lessors; that if the rent is not paid within ten (10) days at any time after same shall have become due this lease may be terminated at the option of the lessors.

Upon the lessee paying the rent as herein provided and at the time stated and keeping and performing all the other terms and conditions herein stated, he may have peaceable and quiet possession of the premises hereby demised for the term aforesaid, but upon failure to pay the rent as provided and at the time stated, lessors may thereupon terminate this lease, remove all persons therefrom, re-enter and take possession, and lessee will quit and surrender said premises in as good condition as when he received the same.

In witness whereof the parties hereto do in duplicate set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:  
W.H. Carlisle,  
Harry M. Pickett.

J.A. Bull (Seal)  
J.H. Morgan, (Seal)  
Clinton J. Morgan, (Seal)  
Jas. H. Morgan, Jr. (Seal)

State of South Carolina,  
County of Greenville.

Personally comes before me W.H. Carlisle who on oath says he saw the within named J.A. Bull, J.H. Morgan, C.J. Morgan, Jas. H. Morgan, Jr. and J.A. Bull Grocery Company, Inc., by its President J.A. Bull, sign, seal and as their act and deed deliver the foregoing lease and that he with Harry M. Pickett witnessed the execution thereof.

Sworn to and subscribed before me this the 18th, day of January 1922.

W.B. Boyd  
Notary Public for S.C.

J.A. Bull Grocery Company, Inc.,  
By J.A. Bull, (Seal)  
President.

W.H. Carlisle

Recorded January 18th, 1922.

State of South Carolina, )  
County of Greenville. ) Agreement.

Whereas Manos Brothers, Inc. claims that Louis Alex owes it \$300.00 for rent on a store in West Greenville, at the corner of Woodside Avenue and Pendleton Street; and A.K. Manos claims that Louis Alex owes him \$200.00 balance on a chattel mortgage recorded in Book 45, page 163, R.R.C. Office for said County, both of which claims are denied by Louis Alex; and

Whereas Louis Alex claims to have a cause of action against A.K. Manos on account of the forcible entry of John Love, as Agent for A.K. Manos, into the above mentioned store building on December 30, 1921; and the said Louis Alex claims to have another cause of action against A.K. Manos for malicious prosecution based upon a warrant sworn out against Louis Alex by A.K. Manos for alleged disposal of property secured by the above mentioned mortgage; and

Whereas all the said parties have agreed to release all the above mentioned claims and causes of action, so that the above mentioned rent claim and the above mentioned chattel mortgage and the two above mentioned causes of action shall be extinguished;

Now, therefore, in consideration of the premises, and the sum of one dollar to each of said parties paid by each of the others; the receipt whereof is hereby acknowledged, the said parties have agreed as follows:

1. The above mentioned claim for rent and for money due under said chattel mortgage and the two above mentioned causes of action are hereby respectively settled, released and extinguished.
2. Manos Brothers, Inc. agrees to build and complete on or before April 15, 1922 a brick store on the above mentioned lot, said store to be approximately twenty-five by fifty feet, and from the time of such completion to lease the same to Louis Alex for a term of three years at a rental of One hundred dollars (\$100.00) a month, payable monthly in advance.
3. A.K. Manos agrees upon the completion of said store and the execution of said lease to equip said store with merchandise to be selected by Louis Alex of the invoice price of Three Hundred dollars (\$300.00), and Louis Alex shall not be required to pay A.K. Manos for said merchandise more than twenty-five Dollars (\$25.00) per month.
4. All the fixtures, equipment, etc. now contained in the store on the above mentioned lot are declared to be and shall remain the property of Louis Alex, freed and discharged of any claim either by Manos Brothers, Inc. or A.K. Manos.
5. In as much as the parties realize that it would be very difficult to compute damages of Louis Alex hereunder in case the other parties hereto should fail to carry out their agreement as hereinabove set forth concerning the three year lease and the stock of goods, it is mutually agreed that in case of such failure the damages of the said Louis Alex shall be the sum of One Thousand Dollars (\$1,000.00) and he shall be entitled to recover that amount as liquidated damages from the other parties hereto in case of such failure; but it is agreed that a delay of not more than thirty (30) days in completing the building shall not be considered such a material breach of the contract as to subject the other parties to the damages herein stated.

In witness whereof we hereunto set our hands and seals in duplicate this the 19th, day of January 1922.

In presence of:  
Stephen Nettles,  
Hannah L. Shepherd.

Manos Brothers, Inc.,  
By A.K. Manos, (Seal)  
Secretary & Treasurer.  
A.K. Manos, (Seal)  
Louis Alex. (Seal)

State of South Carolina,  
County of Greenville.

Personally appeared before me Stephen Nettles who on oath says that he saw Manos Brothers, Inc. by A.K. Manos Secretary & Treasurer, and A.K. Manos and Louis Alex sign, seal and deliver the foregoing instrument, and that Hannah L. Shepherd with him was a subscribing witness thereto.

Sworn to before me this the  
19th, day of January 1922.

Stephen Nettles.

Hannah L. Shepherd (Seal)  
Notary Public for S.C.

Recorded January 19th, 1922.