

State of South Carolina,  
County of Greenville.

This indenture made and entered into this 5th, day of November, 1923 by and between J.H. Morgan, party of the first part, and R.H. Stewart and T.W. Jones, parties of the second part. Witnesseth:

That the party of the first part has hereby let and rented to the parties of the second part and they have hired and taken from him, for merchandise purposes, that two and one story brick store house building, situated on the West side of Main Street, in the City and County of Greenville, South Carolina, bearing the number 126 S. Main Street, and bounded on the North by J.T. Williams, previous owner; on the South by the Estate of J.W. Cagle, beginning the 1st. day of January 1924, and ending on the 31st. day of December, 1925, at the monthly rental of Four hundred Dollars payable at the end of each and every month during the period of this lease.

It is further agreed that after this lease takes effect, if the parties of the second part shall alter, change, add to or make any improvement to said building or in same, such shall be done at their expense, unless previously agreed upon in writing by the parties hereto.

It is further agreed that if the building hereby demised, or any extension that may be made thereto, shall be, without fault of either party hereto destroyed or so injured by fire, by the elements or in any other way or from any other cause as to render the same unfit for occupancy, then and in such event this lease shall cease and all parties released from further obligations hereunder.

It is further agreed that if any injury or damage accrues to the water works and fixtures in said building by the negligence of the parties of the second part, their agents, servants or employees, the said damage or injury shall be repaired at the expense of the said parties of the second part at their own proper expense and charges.

It is further agreed that the party of the first part shall not be held liable for damage to the property of the parties of the second part, caused by leaks in the roof or damages in any other way, unless the party of the first part fails to repair or make an effort to repair the cause of said injury or damage within a reasonable time after notice in writing from the parties of the second part requesting same.

It is further agreed that the parties of the second part shall not sublet said premises or any part thereof, nor assign this lease for the whole or any part of the period covered thereby, without the written consent of the party of the first part.

It is further agreed that if any rent be due and not paid within fifteen days from the time the same become due and payable, or if default be made in any of the covenants herein contained, such failure to pay and such default, or in either event, this lease shall cease and determine at the option of the party of the first part, it being expressly agreed that any extension of time of payment or omission of the party of the first part to declare the said lease at an end, shall not preclude him from any other subsequent time declaring the said lease at an end upon a failure of payment being made or covenant kept by the parties of the second part, but that such right may be exercised in reference to any failure of payment of covenant breached whenever the same may occur and without -  
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any reference of action or want of action theretofore taken by the party of the first part. Upon the party of the first part under any of the said conditions declaring this lease at an end, the right is hereby given him to re-enter and take possession of said premises without suit or process and remove all parties therefrom.

And the parties of the second part covenant to pay the rent in the amounts and at the time herein stated, keep all other covenants herein expressed, and at the expiration of said term, or other determination of this lease, to quit and surrender the premises hereby demised in as good state and condition as reasonable use and wear thereof will permit.

It is further agreed that the parties of the second part have the privilege of renewing this lease for a period of two years from the date of the expiration as is herein fixed, upon terms, conditions and rental then to be agreed upon, provided: the parties of the second part give to the party of the first part sixty days notice in writing, of their intention to so keep said premises and agree upon the terms, conditions and rental to be paid.

In witness whereof the parties hereto do in duplicate set their hands and seals the day and year first above written, binding themselves, their heirs, executors and Administrators firmly by these presents.

Signed, sealed and delivered

in the presence of:

Luther McBee,  
L.Y. Smith. As to J.H. Morgan.

J.H. Morgan (Seal)

R.S. Stewart (Seal)

T.W. Jones (Seal)

B.F. Williams,  
H.D. Johnson. As to R.H. Stewart and T.W. Jones.

State of South Carolina,  
County of Greenville.

Personally comes before me Luther McBee and makes oath that he saw the within named J.H. Morgan sign, seal and as his act and deed deliver the foregoing lease and that he together with L.Y. Smith witnessed the same.

Sworn to and subscribed before me November 5th, 1923.

W.B. Boyd (Seal)  
Notary Public for South Carolina.

Luther McBee (Seal)

State of South Carolina,  
County of Greenville.

Personally comes before me B.F. Williams and makes oath that he together with H.D. Johnson saw the within named R.H. Stewart and T.W. Jones sign, seal and as their act and deed deliver the foregoing lease and witnessed the same.

Sworn to and subscribed before me November 5th, 1923.

W.B. Boyd (Seal)  
Notary Public for South Carolina.

B.F. Williams (Seal)

Recorded November 6th, 1923.

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