

State of South Carolina,  
County of Greenville.

LEASE

Known all men by these Presents, That we, J. S. Garrett, of Travelers Rest, S. C. hereinafter termed Lessor, and C. H. Talley, of Greenville, S. C., hereinafter termed Lessee;

Witnesseth:

That the Lessor, in consideration of the rental hereinafter mentioned, and the stipulations hereinafter contained, have granted, bargained, and released, and by these presents do grant, bargain and lease to the Lessee the following described real estate, to wit:

"All those certain pieces, parcels or lots of land, situate, lying and being in the State of South Carolina, County of Greenville, and in the Town of Travelers Rest, and having an aggregate description as follows:

Beginning at an iron pin on the Hendersonville and Greenville Highway at the corner of the lot of the J. T. Drake estate, and running thence with said Highway N. 18½ W. 81 feet to an iron pin on Geer Highway thence with Geer Highway N. 17½ W. 25 feet to iron pin; thence still with Geer Highway N. 31½ W. 25 feet to an iron pin; thence still with said Geer Highway N. 38 W. 35 feet to an iron pin; thence S. 55½ W. 211 feet to an iron pin on the right of way of the Greenville & Northern Railroad; thence along the said right of way S. 29½ E. 15 feet to an iron pin; thence continuing with said right of way S. 31½ W. 75 feet to an iron pin, rear corner of the lot of J. T. Drake estate; thence with line of said last mentioned lot N. 57½ E. 88 feet to an iron pin; thence still with said line N. 80½ E. 123 feet to the point of beginning.

The above described lot being composed of four lots deeded to J. S. Garrett by Garrett Hardware Company, by deed not yet recorded, and to J. S. Garrett by Fannie E. Goodlett by deeds recorded Vol. 148, page 214, and Vol. 152, page 179., and so much of lots covered by Garrett Hardware Building, Drug Store & Grocery Store Bldgs, is reserved from this lease.

For and during a period of two and a half (2½) years, beginning May 15, 1931, and ending November 15, 1933, at a monthly rental of Thirty (\$30.00) Dollars per month, due and payable on the first day of each rental month in advance, and on the first day of each rental month thereafter for the said term of this lease.

Provided, that this lease may be, at the option of the lessee, renew the same at the expiration of the above term, for a like period by giving thirty days written notice in advance of the said termination that he desires to exercise such option and in that event this lease shall continue automatically to May 15, 1936, provided all other terms herein set forth are complied with, at the same monthly rental and subject to the same stipulations and restrictions contained herein, and provided further that in the event the lessor or his heirs, and lessee or his heirs are both living and the lessor continues to own the said premises and desires to lease the same that preference shall be given the lessee over other tenants at a rental to be mutually agreed upon, and failure to agree, each to appoint a dis-interested party and they to appoint a third who shall hear and decide the amount which shall be final.

It is further understood and agreed that the purpose for which this premises is leased is to operate a retail lumber yard and to be used for the purpose of storing, hauling and selling lumber and building supplies, and the lessee may construct any sheds, buildings, and improvements thereon for the purpose of carrying out the said business, but in no event shall any alterations or structures or portion of said business be so operated as to increase the fire hazard by raising the insurance rates on the building or contents now occupied by the Garrett Hardware Company and in case the same should be operated as to create such results, then the rental charge for the above described premises shall be increased by an amount sufficient to cover the same, which shall be paid by the lessee immediately upon such published rate, or remove the hazard, and in the event the lessee fails to do either then this lease shall be terminated at the option of the lessor; provided all such structures, sheds, buildings, or other improvements placed upon the said real estate shall at the expiration of this lease remain a part of the realty of the lessor and shall not be removed, or interfered with.

It is agreed that the lessor herein agrees to contribute the sum of Two Hundred and Fifty (\$50.00) Dollars towards the construction of an office and warehouse building on the said premises, when so constructed, and in addition thereto, the lessor agrees to make present repairs and alterations to the lime, cement and plaster warehouse fronting on the right of way of the G. & N. Railroad leaving the said warehouse in such condition that it will carry the equivalent in weight and that will support and carry two cars of the above

(OVER)

J. D. L.  
No. 3