

State of South Carolina,

County of Greenville.

Lease and Option of Purchase.

This Agreement made and entered into this 4th day of February, 1935, by and between W. F. Mauldin, hereinafter referred to as Lessor, Morris Guberman, hereinafter referred to as Lessee,

W I T N E S S E T H

In consideration of the payment by the Lessee to the Lessor of the sum of Two Hundred Forty (\$240.00) Dollars paid at and before the sealing of these presents (the receipt whereof is hereby acknowledged), the Lessor does hereby lease and demise unto the Lessee all that parcel of land and the buildings thereon situate lying and being in the City of Greenville, County of Greenville, State of South Carolina, at the northeast corner of the intersection of Jones and Watts Avenues, being designated as Lot No. 25 on Jones Avenue in the enumeration of the City of Greenville, having a frontage of 60 feet on Jones Avenue and a depth of 175 feet on Watts Avenue, together with all the rights, easements and appurtenances thereto belonging or usually held and enjoyed therewith.

To Have and to hold unto the Lessee for the term of six months beginning on February 5, 1935, and ending on August 5, 1935.

In consideration of the further sum of One Hundred (\$100.00) Dollars paid by the Lessee to the Lessor at and before the sealing of these presents (the receipt whereof is hereby acknowledged), it is further understood and agreed between the Lessor and Lessee that the lessee shall have the option to purchase the property hereinabove described for the sum of Fifty-seven Hundred Fifty & 50/100 (\$5750.00) Dollars at any time during the term hereof. It is expressly understood and agreed that in the event of the exercise of such option full credit is to be given for the One Hundred (\$100.00) Dollars payment made herewith, but that in the event said option is not exercise that the \$100.00 payment made herein, order to bind this option is forfeited by the Lessee to the Lessor.

In the event the Lessee desires to exercise said option to purchase, he shall give notice in writing to the Lessor by registered mail, return receipt requested, of his intention so to do at least ten days prior to the date when said sale is to be consummated and upon the payment of the said purchase price during the time specified in the notice the Lessor will execute and deliver to the Lessee or his heirs and assigns a good and sufficient deed with full covenants and warranties sufficient to convey to the Lessee a good marketable title in fee simple to the property hereinabove described free and clear of all liens and encumbrances, with, however, the following exceptions:-

- (1) It being expressly understood and agreed that if the property carries with it any building restrictions that such will be stated in the deed.
- (2) All paying assessments now standing against the property whether sidewalk, curb, gutter or street.

It is further understood and agreed that taxes against the property, both State, County and City, are to be pro rated in the event of the option being exercised and such taxes are to be pro rated as of the date of the consummation of the sale.

In the event said dwelling house is so damaged by fire as to render it unfit for occupancy, the Lessor hereby agrees to rebate to the Lessee the pro rata part of the rental paid herein as of the date such dwelling house is rendered unfit for occupancy.

It is further understood and agreed by and between the Lessor and Lessee that if the Lessee exercises his right and option to purchase before the term herein has elapsed that the Lessor shall refund the pro rata part of the Two Hundred Forty (\$240.00) Dollars, such calculation to be made as of the date of the consummation of the sale.

All the terms, covenants and conditions hereof shall bind and inure to the benefit of each of the parties hereto, his heirs, executors, administrators, successors and assigns.

In witness whereof the parties hereto have hereunto affixed their hands and seals the day and year first above written.

In the presence of: Thos. L. Lewis,
J. C. Pressly,

W. F. Mauldin (LS)
Lessor

Morris Guberman, (LS)
Lessee.

State of South Carolina; County of Greenville.

Personally appeared before me Thos. L. Lewis who, being duly sworn, says that he saw W. F. Mauldin, as Lessor, and Morris Guberman, as Lessee, sign, seal and as their act and deed deliver the within lease and option to purchase and that he with J. C. Pressly, witnessed the execution thereof.

Sworn to before me this 4 day of February, 1935.

Thos. L. Lewis.

Wm. E. Henderson (LS)
Notary Public, for South Carolina,

S. C. Stamps \$0.16

Recorded this the 6th day of February, 1935, at 1:25 P. M. #1325.