

## TITLE TO REAL ESTATE

3788 PROVENCE-JARLAND CO.-GREENVILLE

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

This LEASE entered into this 15th day of August, 1938, between W. W. Carter, hereinafter designated as "Lessor", and G. M. Eskew, hereinafter designated as "Tenant", WITNESSETH:

The Lessor has leased to the Tenant, who has taken the same, the lot of land in the City of Greenville, South Carolina as follows:

BEGINNING at a stake on the South side of Pendleton Street, corner of Mrs. McHugh property; thence along said line S. 26-05 E. 69 feet to fence post; thence continuing with same property S. 49-10 E. 31 feet to a stake; thence along line of property of Mabel McB. Charles, S. 69-0 W. 117.3 feet to an iron pipe on line of Rosa K. Ashmore property; thence along said line N. 31-08 W. 100 feet to fence post on South side of Pendleton Street; thence along South side of Pendleton Street N. 70-11 E. 114.4 feet to the beginning corner.

The term is for ten years and ending without notice on the 15th day of August, 1948, provided that tenancy shall be terminated by any default on the part of the Tenant in complying with the conditions hereinafter specified.

The rental shall be One Hundred (\$100) Dollars per month for the first five (5) years, and One Hundred and Twenty Five (\$125) Dollars per month for the second five years, and shall be payable in monthly installments on the fifteenth day of each calendar month after date.

The Tenant is to have the sole use and occupancy of the premises, and at the end of the term surrender the same in as good condition as when received, reasonable wear and tear excepted. If the rent is unpaid when due and remains unpaid for thirty days this lease shall automatically terminate without notice.

The Tenant agrees that he will not sublet the premises without the consent of the Lessor in writing, and that he will pay all charges upon or against the premises except taxes on the land itself which shall be paid by Lessor.

The Tenant shall have the privilege of erecting any buildings or making any improvements on the premises which shall be at his expense, provided that such buildings and improvements be removed from the land before the termination of the tenancy and the lot be left in as good condition as it is at the present time. In the event the Tenant shall fail to so remove such buildings or improvements prior to the expiration of the tenancy, then they shall become the property of the Lessor. It is further provided that if default be made in the payment of the rent or failure of the Tenant to observe all laws and ordinances and this lease should be terminated on account thereof prior to August 15, 1948, the Lessor shall give to the Tenant notice to remove all buildings and improvements from the land and thereupon the same shall be removed at the expense of the Tenant within sixty days and at the end of said sixty days any buildings or improvements still remaining upon the lot shall become the property of the Lessor.

The Tenant accepts the premises in the condition in which they are and assumes all responsibility for all expenses in connection with improvements thereon and it is expressly understood and agreed that no lien or incumbrance, conveyance or transfer of interest of any kind by Tenant shall effect any of the rights of the Lessor under this lease.

The Tenant shall not commit or permit any violation of law or the ordinances of the City of Greenville or any nuisance upon the premises and in the event the same shall occur and Tenant, upon notice, fails to put an end to same, this lease may be terminated at the option of the Lessor.

In the event that Tenant shall fail to pay the rental as stipulated and keep any of the covenants of this lease the Lessor shall have the right to re-enter and take possession of the premises without notice and all rights of the Tenant shall thereupon end and determine, except the right to remove the buildings and improvements thereupon within sixty days as above provided.

The Lessor agrees that in consideration of the payment of the rental and the performance of the other covenants Tenant shall peaceably and quietly enjoy the premises for the term of the lease.

In witness whereof the parties have signed this lease in duplicate and affixed their seals this the day and year first above written.

In presence of:

T. R. Machen  
W. W. Carpenter

W. W. Carter (SEAL)  
Lessor  
G. M. Eskew (SEAL)  
Tenant

State of South Carolina,  
County of Greenville.

Personally appeared before me W. W. Carpenter and made oath that he saw the within named W. W. Carter & G. M. Eskew sign, seal and as his her their act and deed, deliver the within instrument, and that he with T. R. Machen witnessed the execution thereof.

Sworn to before me, this 15 day of August, A. D. 1938

W. G. Sirrine (SEAL)

W. W. Carpenter

Notary Public, S. C.

S. C. Stamps \$5.40

Recorded this the 15th day of August, 1938 at 4:11 P. M. #9618 BY: E. G.