

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

L E A S E

The Liberty Life Insurance Company, a Corporation, Lessor, in consideration of the rental hereinafter mentioned has granted, bargained and released, and by these presents does grant, bargain and lease, unto R. C. Collins, Individually and doing business as Collins Motor Company, Lessee, the following described property, to be used by Lessee in maintaining, operating and carrying on a new and used car business, said business to be maintained by the Lessee in strict compliance with all State and Municipal laws, regulations and ordinances made and provided under the rules of State, County and Municipal Boards of Health, for the term of Five (5) Years, beginning January 1, 1939. In the event the building hereinafter mentioned to be erected upon the premises herein concerned is not complete for occupancy by the Lessee on or by January 1, 1939, then the within lease shall begin February 1, 1939, and continue thereafter for a period of five years from said last mentioned date.

"All that piece, parcel or lot of land, with building hereinafter referred to, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the West side of Augusta Street and having the following metes and bounds:

Beginning at an iron pin on Augusta Street, corner of Mauldin lot; thence N. 57 W. 249 feet to iron pin, corner of Rosa K. Ashmore; thence N. 45 E. 25 $\frac{1}{2}$ feet to stake; thence N. 29 W. 21 feet to stake; thence N. 69 E. 66 feet to stake; thence S. 57-34 E. 40 feet to stake; thence S. 61-19 E. 189 feet to stake on Augusta Street; thence S. 35-40 W. 102.8 feet to beginning corner; said premises being part of the lot conveyed to Mabel McB. Charles by Cornelia E. McBrayer and W. A. McBrayer by deed dated March 27, 1903, recorded in book of deeds "JJJ" at page 498." this being the property conveyed to the Lessor by Nellie Charles (Grace) Brown by deed dated June 22, 1937, and recorded in the office of the Register of Mesne Conveyance, Greenville County, in deed book 199, at page 151, and this being the property surveyed by Dalton & Neves, Greenville, S.C. as shown by plat made October, 1938 and indicated as follows: "F. Bk. No. 157".

The Lessor agrees to construct or have constructed on said described premises a one floor brick building fronting on Augusta Street 80 feet and running back in the direction of Pendleton Street 160 feet with a height of 14 feet and with concrete floor, according to the plans and specifications prepared by R. C. Dill, Greenville, S. C., with the exception of the particulars hereinafter mentioned and agreed upon, which said plans and specifications now in the possession of the Lessor the Lessee has inspected and agrees to. It is understood by both parties hereto that said plans and specifications shall be changed and modified in the following particulars:

1. The south wall of said building shall be placed at the line of the adjoining property owner rather than 18 inches therefrom as shown by said plans and specifications.
2. It is further agreed between the parties hereto that the said south wall of said building shall be constructed as a solid brick wall with no windows or openings therein as shown by said plans.
3. It is further understood and agreed that the front entrance on Augusta Street shall be constructed twelve feet in width instead of eight feet in width as shown by said plans and specifications.
4. It is further understood and agreed that the concrete floor in said building shall not be blocked off in squares as shown by said plans and specifications.
5. It is further understood and agreed that the grease pit indicated on said plans and specifications shall be eliminated and not constructed.
6. It is further understood and agreed that three stove flues instead of one as shown by said plans and specifications shall be constructed insaid building, said three stove flues to be placed and located in such position or positions as the Lessee shall indicate and request.

The Lessee, in consideration of the use of said premises for the aforesaid term, agrees to pay to the Lessor the sum of Twelve Thousand and no/100 (\$12,000.00) Dollars, to be paid to the Lessor by the Lessee in monthly installments of Two Hundred and no/100 (\$200.00) Dollars each, the first installment to be paid upon the beginning of the aforesaid term of this lease and subsequent installments to be paid monthly thereafter during the full Five (5) year term of this lease.

The Lessee agrees to keep all and singular the building and premises in proper repair during the full term of this lease and to properly replace all glass broken during said term; however, the Lessee shall make no improvements or alterations during the said term, without the written consent of the Lessor.

The entire destruction of said building by fire or such partial destruction thereof as to render the building unfit for occupancy shall terminate this lease at the option of the Lessor. Should the Lessor not elect to terminate this lease by reason of said mentioned contingencies, the Lessor shall within a reasonable time restore or repair said building to its original condition and for and during such time that the Lessee may be deprived of the use and occupancy of said building the Lessee shall be entitled to an abatement of the rent.