

This Lease made the 22nd day of December, A. D. 1938, by and between E. M. Wharton, of the County of Greenville and State of South Carolina, of the First Part, hereinafter called the Lessor, and Peter Valetas, of Greenville, South Carolina, of the Second Part, hereinafter called the Lessee;

Witnesseth:

That the Lessor, in consideration of the agreements and covenants hereinafter mentioned to be fulfilled by the Lessee, doth hereby demise and lease to the said Lessee, for the period of five (5) years, commencing the 1st day of January, 1939, and ending the 1st day of January, 1944, the following described premises, in the city of Greenville, South Carolina, to-wit:

The first floor of the South half of what is known as the Cushman Building, situated at #226 North Main Street; said premises to be used as a Nut Store and Pool Room, and for sale of Soft Drinks, Light Wines and Beer, upon the following terms:

The entire rent during the said term shall be Eighteen Thousand Dollars (\$18,000.00), which the Lessee agrees to pay in monthly payments on the first day of each month in advance. The payments are to be as follows:

From January 1, 1939 to January 1, 1940	---	\$250.00	per month.
" " 1, 1940	"	1, 1941	275.00 " "
" " 1, 1941	"	1, 1942	300.00 " "
" " 1, 1942	"	1, 1943	325.00 " "
" " 1, 1943	"	1, 1944	350.00 " "

It is Further agreed that the Lessee shall pay to the Lessor \$160.00 a year for heat and water to be paid semi-annually.

It is further agreed that if the building is damaged by fire or other cause beyond 50% of its value this lease will be cancelled. If less than 50% and the Lessee is deprived of his right to do business due to the fact, then the rent shall be adated during the time the store is closed by the fire damage, or shall receive a proportionate abatement to the extent of the space so damaged.

The Lessee further agrees not to sublet the premises without the written consent of the Lessor; to make no unlawful or offensive use of the premises; to keep the interior of the same in like and good repair; replace all broken glasses and assume all liability in breaks in water pipes and connections thereto, to unstop all waste pipes and in the event of any such trouble will remedy them without expense to the Lessor; and to deliver to him said premises at the end of the term or upon lawful termination of this Lease in as good order and repair as when first received, natural wear and tear and damage by fire or the elements excepted.

The Lessee further agrees to remove the present wall and interior fixtures and store them in the basement; and the Lessee further agrees to restore and replace the glass front to its present condition at the expiration of this Lease.

And it is further agreed and understood by and between the parties hereto that if the Lessee vacated the premises during the continuance or before the legal termination or expiration of said Lease, without the written consent of the Lessor, except as hereinafter provided, then the rent for the whole term contracted to be paid thereafter under this agreement shall become immediately due and payable and collectible, anything to the contrary notwithstanding.

The Lessee agrees to release the Lessor as to all damages to both property and person or their customers during this contract for any cause whatsoever.

To have and to hold the said premises unto the said Lessee, Peter Valetas, for the said term.

The amount equal to one months rent shall terminate this Lease, if the said amount is in arrears, providing the Lessor so desires. The Lessee further agrees to give the Lessor six (6) months written notice if he desires to terminate this Lease at its termination.

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

Signed, sealed and delivered in the presence of:

B. P. Woodside	E. M. Wharton (SEAL)
Lois Todd	Lessor
As to Lessor	Pete Valetas (SEAL)
M. R. Sams Jr.	Lessee
Thomas Edwards	

As to Lessee
State of South Carolina,
County of Greenville.

Personally appeared before me Lois Todd and made oath that she saw the within named E. M. Wharton sign, seal and as his her their act and deed, deliver the within instrument, and that she with B. P. Woodside witnessed the execution thereof.

Sworn to before me, this 24th day of December A. D. 1938

Notary Public, J. B. Ricketts (SEAL) S.C. Lois Todd