

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

AGREEMENT

S. C. STAMPS 68 4

THIS AGREEMENT, made and entered into this 14th. day of March, 1939, by and between MABEL S. NELSON of Greenville, S. C., hereinafter referred to as the LANDLORD, and H. E. GOODMAN of Greenville, S. C., hereinafter referred to as the TENANT.

W I T N E S S E T H

That for and in consideration of the mutual promises, covenants, and agreements hereinafter contained, it is agreed as follows:

1. That the LANDLORD does demise and lease unto the TENANT and the TENANT does hereby take and lease from the LANDLORD, the following described tract of land, buildings, and personal property, to-wit:

ALL those 2 certain pieces, parcels, or lots of land, situate, lying and being in Greenville County, State of South Carolina, Greenville Township, being known and designated as Lots # 14 and # 15, according to a Plat of the G. D. Oxner property and together having the following metes and bounds, to-wit:

BEGINNING at a point on Bates Street where said street meets the right of way of the Southern Railway, thence with Bates Street N. 56-06 W. 98.4 feet to joint corner of Lots # 13 and # 14; thence with common to last named lots 176.5 feet to Laurel Street; thence with said Laurel Street S. 55-54 E. 100 feet to joint corner Lots # 15 and # 16; thence with line common to last named lots S. 34-25 E. 176.2 feet to the beginning corner and being the same lots conveyed to the Landlord by Henrietta E. Pike by her Deed recorded in the R. M. C. Office for Greenville County, S. C., in Volume 31 at Page 35.

Five (5) Tourist Cabins and One (1) Bath House, now on said real estate hereinabove described; Six (6) metal double beds; Six (6) sets of metal bed springs; Six (6) mattresses and stoves, now in said cabins.

2. TO HAVE AND TO HOLD the above described premises, together with buildings thereon, together with the personal property above described, for and during the term beginning on the 1st. day of April, 1939, and ending 5 years thereafter.

3. That the TENANT agrees to pay to the LANDLORD for the use and occupancy of the real estate, buildings, and personal property, herein demised, the following rentals:

ONE THOUSAND SIX HUNDRED AND EIGHTY DOLLARS, payable as follows: THIRTY (\$30) DOLLARS on the 1st. day of April, 1939; THIRTY (\$30) DOLLARS on or before the 10th. day of August, 1939; and THIRTY (\$30) DOLLARS on the 10th. day of each and every calendar month thereafter during the duration of this lease, the rent for each calendar month being due and payable on or before the 10th. day of said month. The TENANT is to send all payments under this agreement to such place or places as the LANDLORD might designate.

4. Should the buildings or any part thereof be destroyed or so damaged by fire as to be unfit for occupation or use, the rent or a fair and just proportion thereof, according to the nature and extent of the damage, shall be suspended and cease to be payable until the building or buildings are restored by the LANDLORD and made fit for occupation or use. Should said building or buildings be not restored or made fit for occupation or use by the LANDLORD within a reasonable time this lease shall terminate at the election of the TENANT, notice thereof being given to the LANDLORD by registered mail at the last address given by the LANDLORD, to which payments of rent should be forwarded.

5. IT IS UNDERSTOOD, BY AND BETWEEN THE PARTIES HERETO, That any remodeling, improvements or alterations that the TENANT may deem necessary during the life of this lease shall be at his own cost and expense. The TENANT further agrees that he will keep the said premises in a good state of repair at his own expense and agrees that at the end or other termination of this lease he will quit and deliver up the said demised premises, buildings and personal property in as good condition as when possession is given, natural wear and tear, damage by fire and storm, any act of God, or other damage not within the control of the TENANT, excepted.

6. The LANDLORD does hereby covenant and agree that if the TENANT shall pay the rent herein provided the TENANT shall and may peaceably and quietly, have, hold, and enjoy the said premises for the term aforesaid.

7. In the event the TENANT, his executors, administrators, or assigns shall be adjudicated bankrupt, insolvent according to law, or shall file a voluntary Petition in bankruptcy or if any payment of rent shall be past due and unpaid for Thirty (30) days, then in any or all of such events this agreement of lease shall henceforth terminate at the option of the LANDLORD and the LANDLORD may thereupon lawfully enter into and upon the premises or any part thereof and repossess the same, together with the personal property hereinabove described and expel the TENANT and those claiming under him and remove their effects by force, if necessary, without being deemed guilty of any manner of trespass and without prejudice to any other claim or remedies the LANDLORD may have or use for arrears of rent or breach of covenant.

8. The LANDLORD, for and in consideration of the covenants and agreements on the part of the said TENANT, as herein set forth, and further payment of the sum of THREE (\$3.00) DOLLARS, receipt of which is hereby acknowledged, does grant unto the said TENANT for the term of this lease, the exclusive option or right to purchase the real estate, buildings and personal property herein demised, for the sum of THREE THOUSAND (\$3000) DOLLARS, at the expiration or other termination of this lease. It is understood and agreed, by and between the parties hereto, That the said TENANT may exercise this option by giving, within Twenty (20) days after the expiration or other termination of this lease, written notice by registered mail, to the said LANDLORD of his intention to do so. After such written notice and upon tender the purchase price the said LANDLORD will execute to the said TENANT, his heirs or assigns, such written instrument or instruments as are necessary to convey good and legal title to the premises, buildings and personal property, in fee simple absolute, free and clear of all liens and encumbrances whatsoever.

For Assignment to this Lease, see Page 263 in this book.