

TITLE TO REAL ESTATE

17550 PROTECTIVE-JANARD CO.-GREENVILLE

The State of South Carolina,
Greenville County.

Personally appeared before me A. T. Bowman and made oath that he saw the within named W. A. Pollard sign, seal and as his act and deed deliver the within written Deed; and that he with Carrie Pollard witnessed the execution thereof.
Sworn to before me, this 10th day of November, A. D. 1939

Marion Brawley, Jr.

A. T. Bowman

Notary Public.

No Stamps.

Recorded January 17, 1940 at 9 A. M. #742 BY: E.G.

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

OPTION TO LEASE.

Whereas, Vardry McBee, Annie McBee Moore and H. B. McBee did on the 19th day of August, 1936, executed and deliver their certain deed whereby they conveyed certain real estate therein described unto Oscar Hodges, Jr., as Trustee, for a period of three (3) years, said deed being duly recorded in the R. M. C. Office for Greenville County in Book of Deeds "186" at page 357; and

Whereas, by virtue of authority contained in said trust deed, Oscar Hodges, Jr., as Trustee, did lease a portion of said property for the period beginning September 15, 1936, and ending September 15, 1939; and

Whereas, the term of said lease was subsequently extended from September 15, 1939 until September 15, 1942, by an agreement signed by Vardry McBee, Annie McBee Moore and H. B. McBee, and Oscar Hodges, as Trustee, by an agreement dated November 14, 1939, said lease expiring September 15, 1942; and

Whereas, John D. Bell is desirous of securing an option to lease the entire property described in the trust deed recorded in Book of Deeds "186" at page 357, as well as an option to purchase said property at the time of the termination of said lease,

NOW, THEREFORE, for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable considerations, we, Vardry McBee, Annie McBee Moore and H. B. McBee, as owners of the reversionary interests under the trust deed hereinabove referred to, do hereby jointly and severally grant unto John D. Bell, and his assigns, an option to lease the following described property:

All that certain lot of land, with all improvements thereon, situate in the City of Greenville, County of Greenville, State of South Carolina, the said premises being accurately described in the trust deed recorded in Book of Deeds "186" at page 357 reference to said deed being hereby craved, said premises being that now occupied by the Virginia Hotel, Greenville Furniture Company, and Mill Ends Store, including basement, subject to the following terms and conditions:

(1) The lease to be for a period of twelve (12) years, beginning September 16, 1942, and ending September 15, 1954.

(2) The lease to contain the same terms and conditions as are stipulated in the present lease between Vardry McBee, Annie McBee Moore, and H. B. McBee, as Lessors, and W. R. McAlister and Mrs. M. E. McAlister, as Lessees, except as to rental.

(3) The agreed rental for the twelve (12) year period, which is to be inserted in the new lease, is as follows: Lessee is to pay: (a) Interest or present mortgage indebtedness not to exceed \$2200.00 per annum; (b) All taxes assessed against said property during the period of said lease, said taxes to be prorated as of the beginning and expiration dates of said lease; (c) All fire insurance premiums upon policies of insurance covering said property in the amount of \$40,000.00, said premiums to be prorated as of the beginning and expiration dates of said lease; (d) All cost of maintenance and repairs to said premises during the period of said lease; (e) Pay to Vardry McBee, Annie McBee Moore and H. B. McBee each the sum of \$100.00 for each and every month during the period of said lease, all of said payments to be paid promptly by the Lessee when due.

In addition to the foregoing Option to Lease said premises, the said Vardry McBee, Annie McBee Moore and H. B. McBee do hereby jointly and severally grant unto John D. Bell, and his heirs and assigns, at the expiration of the twelve (12) year lease period herein above referred to, an option to purchase all of the property to be covered by the above referred to lease, the sale or purchase price to be fixed at the time of the exercising of said option to purchase by three disinterested appraisers. It is understood that this option will expire and become null and void unless the said John D. Bell shall give notice in writing of his intention to exercise the same sixty (60) days prior to the expiration date of the new lease.

This agreement to bind ourselves, and our Heirs, Executors, Administrators and Assigns.)

In witness whereof, the parties hereto have hereunto set their hands and seals at Greenville, South Carolina, this the 8th day of August, A. D. 1939.

RECORDED AND CANCELLED
JAN 25 1940
FOR GREENVILLE COUNTY, S. C.
\$30.00

Handwritten notes and signatures:
"303" (top right)
"303" (middle right)
"For Agreement to Lease" (vertical on right)
"See Book 255 at Page 83" (vertical on right)
"Oscar Hodges, Jr." (written over text)
"John D. Bell" (written over text)
"Vardry McBee, Annie McBee Moore and H. B. McBee" (written over text)
"Option to Lease" (written over text)