

TITLE TO REAL ESTATE

37230 PROVENCE-JARLAND CO.-GREENVILLE

STATE OF SOUTH CAROLINA,)
COUNTY OF GREENVILLE)

THIS INDENTURE made and entered into by and between Margaret Smythe McKissick, Ellison S. McKissick and Jean R. McKissick, as Trustee of the Estate of A. P. McKissick, hereinafter referred to as the lessors and Sam Chopman, hereinafter referred to as the lessee.

WITNESSETH:

That in and for the consideration of the covenants and agreements to be kept and performed by the Lessee, the Lessors do hereby grant, bargain, demise and lease unto the lessee the following described real estate:

"All that certain lot of land situate in the City of Greenville, State of South Carolina, on the ^{East} North-side of North Main St., between Oak Street and Elford Street, having a frontage on the East side of North Main St. of 22 feet with a uniform depth of 176 1/2 ft. and bounded on the north by the lot of Arthur H. Mackey and upon the south by the lot formerly owned by the South Carolina National Bank of Charleston, S. C., but now owned by Anne G. King".

TO HAVE AND TO HOLD the aforesaid premises unto the said lessee from the date of the commencement of this lease, to-wit: the 15th day of December, 1939 and continue for a period of six years thereafter.

In consideration for said premises herein leased, the lessee hereby covenants and agrees to pay to the lessors as rent therefor the sum of Nine Hundred (\$900.00) dollars per year, payable Seventy-five (\$75.00) Dollars per month in advance, commencing on December 15, 1939. Should the lessee fail to pay any monthly rental payment when due, and should continue in default of said payment for a period of thirty days, the lessors shall have the option to declare this lease null and void and shall have the right to peacefully re-enter said premises and take full possession and enjoyment thereof by title paramount.

It is understood and agreed that the lot herein leased is to be used by the lessee solely for the purpose of maintaining thereon a Pullman Diner for an eating establishment or restaurant to be conducted therein and said Pullman Diner shall always remain the exclusive property of the lessee and upon termination of this lease, said lessee shall have the right to remove the same and all equipment contained therein. It is further understood and agreed that the Pullman Diner and equipment therein now situate upon said premises, is now and the same shall, as long as the same remains upon said premises, be free and clear of all liens and encumbrances.

IN WITNESS WHEREOF the parties hereto have set their hands and seals in duplicate at Greenville, S. C. this ____ day of December, 1939.

IN THE PRESENCE OF:

Walter W. Goldsmith
Morgan Goldsmith

Margaret Smythe McKissick (L.S.)
Ellison S. McKissick (L.S.)
Jean R. McKissick (L.S.)
As Trustees of the Estate of A. F. McKissick
Lessors

Sam Chopman (L.S.)
Lessee

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

Personally appeared before me Walter W. Goldsmith who being duly sworn says that he saw Margaret Smythe McKissick, Ellison S. McKissick and Jean R. McKissick, as Trustee of the Estate of A. F. McKissick and Sam Chopman, sign, seal and as their act and deed deliver the foregoing written instrument and that she with Morgan Goldsmith witnessed the execution thereof.

Sworn to before me this
8th day of Dec., 1939.

W. M. Goldsmith (L.S.)
Not. P. for S. C.

Walter W. Goldsmith

S. C. Stamps \$2.16

Recorded March 1st, 1940, at 10:28 A.M. #2798 BY:N.S.

M.S. MCK., E.S.M., J.R. MCK.