

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

This Agreement made and entered into this the 15th day of March, 1940, by and between Dan D. Davenport, of the first part; and W. M. Hayes and Isham Blake, Jr., of the second part sets forth:

FIRST: That the said first party, for and in consideration of the payments stipulations and agreements hereinafter set forth to be paid and performed by the second parties, does hereby let and lease unto the said second parties that certain lot of land, on which is situated a one-story brick store building, facing on South Trade Street on the West and bounded by the P. & N. Rail Road right-of-way on the South, by the Bonded Warehouse Property, formally occupied by the Bates Motor Company, on the North, and land of others, on the East, for a period of three years from the date that possession thereof is turned over to and accepted by the third parties under the terms hereof; and during said period and letting and leasing hereunder the said second parties shall not sublet or sublease the said premises or any part thereof to any person or Corporation without the written consent of the first party.

The second parties agree to pay as rental for the said property the monthly sum of Twenty and no/100 (\$20.00) Dollars, but agrees to and does now upon the signing and sealing hereof pay the sum of Forty and no/100 (\$40.00) Dollars, which is two month's rent in advance and on each monthly date hereafter from the date that possession is assumed and taken by the second parties hereof, agrees to pay the sum of Twenty and no/100 (\$20.00) Dollars on each and every month during the life hereof so that at all times the second parties will have two months paid in advance. The failure of the said second parties to pay the said Twenty (\$20.00) Dollars each month from date hereafter, as well as the Forty (\$40.00) Dollars this day to be paid will forfeit all rights of the second parties hereunder and the first party may thereupon demand and take possession of the said premises without hindrance or molestation on the part of the said second parties or either of them, or any person acting by, for, under them or either of them; and any amount then already paid in advance by the said second parties shall be retained as liquidated damages for the breach hereof and for the expenses of dispossession and eviction of the said second parties and for loss of rentals until it can be rented to and occupied by other parties.

To secure the payment of any amounts that may at any time be due the first party on any account or for any reason the said first party is hereby given lien upon any and all fixtures, equipment, machinery, stock of goods or other property owned and controlled by the said second parties or either of them in or upon the premises aforesaid.

The destruction of or the material damage to the building or buildings on said property during the life hereof will automatically end and terminate this agreement without further notice from either party to the other; and any repairs, alterations, or fixtures to be made and done to the said property during the occupancy by the said second parties to be at the expense of and done by the second parties but with the consent and approval of the first party before being done.

Any alterations or modifications of this contract to be reduced to writing and signed by the parties hereto.

This contract is hereby made binding upon, and enure to the benefit of, the respective parties hereto, their respective heirs, administrators, Executors or Assigns; and it is hereby distinctly understood and agreed that time is of the essence of this contract, and that the failure of either party hereto to perform or do any and all of the stipulations and covenants herein specified will at once end and terminate the rights of such defaulting party without recourse of the other party for any cause.

Witness the hands and seals of the parties hereto in duplicate this the day and year first hereinbefore written.

Signed, sealed and delivered in the presence of:

L. C. Lister
B. T. Green

W. M. Hayes (L. S.)
Isham Blake, Jr. (L. S.)
C. W. McClimon (L. S.)

Attorney in Fact and Agent.

State of South Carolina,
County of Greenville.

Personally appeared L. C. Lister who made oath that he was present and saw the above named Dan D. Davenport, by C. W. McClimon Attorney in fact and Agent; and W. M. Hayes and Isham Blake, Jr., each, sign, seal and as their respective act and deed, deliver the foregoing instrument of writing to the intents and for the uses and purposes stated; and that deponent together with B. T. Green witness the execution thereof.

Sworn to before me this the 12th day of March, 1940

L. C. Lister

B. T. Green

Notary Public for S. C.

S. C. Stamps \$0.32

Recorded April 4, 1940 at 2:58 P. M. #4650 BY: E.G.