

## TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

## L E A S E

KNOW ALL MEN BY THESE PRESENTS that this Lease is entered into this 18th day of March, 1940, between Mrs. Susan Fortune (herein called Lessor), and R. S. and P. L. Fortune, trading as "Pay and Take It", (herein called Lessees);

## WITNESSETH:

That the Lessor grants, bargains and leases unto the Lessees that store-building and equipment belonging thereto located on Green Avenue Extension, which is now occupied by the said Lessees as a Grocery Store, and is a part of the Fortune Block, located on said Green Avenue Extension. The term of this lease is one (1) year, beginning March 18th, 1940, and ending March 17th, 1941. The consideration is: Six Hundred (\$600.00) Dollars per year, due and payable in advance, provided that so long as monthly payments are kept up that the Lessees will be allowed to pay \$50.00 per month, with interest on the deferred balance at 7%.

But, should the Lessees fail to make the monthly payments as just provided, the entire balance then due shall, without delay, at the option of the Lessor, then be due and collectable. The monthly payments to begin on April 18th, 1940, and to continue thereafter on the like date of each month.

The Lessees are to accept the premises in the condition in which they now are, and are to return the premises to the Lessor at the end of the term in a like condition, subject only to the usual wear and tear; provided that should the premises be injured by fire, tornado, or otherwise, so as to prevent the use of same by the Lessees as a grocery store, that the parties may either treat the lease as suspended until repairs can be made, or, at the option of the Lessor, the lease may be terminated; in which event, any unearned rent shall be returned to the Lessees.

Provided further that if neither party gives the other written notice thirty (30) days prior to the ending of this lease, of the intention to abandon the lease or make alterations therein, that the lease shall be presumed to continue upon the same terms and conditions for the following year. If written notice is so given, terminating the lease, the Lessees agree to quit the premises promptly on the date of the expiration of the lease.

The Lessees, in consideration of the foregoing agreement on the part of the Lessor, hereby accept said Lease upon the terms and conditions above mentioned, and agree to make all payments and do all other things hereinabove provided.

It is further agreed that this lease is personal to the Lessees and that it cannot be assigned or otherwise sub-leased in any manner whatsoever, without the written consent of the Lessor; and that it cannot be used for any purpose other than a grocery store without such permission.

It is further agreed in case the Lessor finds it necessary to collect this rent through an attorney that the Lessees will pay an additional amount of 10% of the balance due as attorneys' fees, with interest on the deferred payments as provided and the costs of such collection proceedings.

IN WITNESS WHEREOF the Parties herein have hereunto set their hands and seals this the 18th day of March, 1940, A. D.

Signed, sealed and delivered in  
the presence of:

John Smith  
J. Wilbur Hicks

Susan Fortune  
Lessor.  
PAY AND TAKE IT:  
BY: P. L. Fortune  
BY: R. S. Fortune

State of South Carolina  
County of Greenville.

Personally appeared before me J. Wilbur Hicks, and made oath that he saw the within named Mrs. Susan Fortune, and the within named R. S. and P. L. Fortune, doing business as Pay and Take It, sign, seal and as their acts and deeds deliver the within written instrument, and that he, with John Smith, witnessed the execution thereof.

Sworn to and subscribed before me this the 18th day of March, 1940.

Mary M. Rast (SEAL)  
Notary Public for S. C.

J. Wilbur Hicks.

S. C. Stamps \$0.24

Recorded September 6, 1940 at 9:25 A. M. #12625 BY: E.G.