

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

This Indenture made and entered into this the 2nd day of February, 1943, by and between Rush Realty Company, of the one part and hereinafter referred to as Landlord, and H. E. Goodman, of the other part and hereinafter referred to as the Tenant,

WITNESSETH:

That the Landlord has hereby let and rented to the Tenant and he has hereby hired and taken from the Landlord all of that second story space, and the entrance thereto, which second story space is more particularly described as being that space or second story over all of the store rooms belonging to the Landlord and which are constructed and fronting Laurens Street and extending from W. Coffee Street along said Laurens Street to the new building erected by the Landlord, all situate in the city and county of Greenville, South Carolina, for the term of three years beginning March 1, 1943, and the said Tenant in consideration of the use of said premises for the said term promises and does hereby agree to pay to the Landlord, the sum of One Hundred Twenty-five (\$125.00) Dollars per month, payable in advance on the first day of each and every consecutive month.

It is further agreed that the aforesaid premises shall be used as a restaurant and that this lease shall not be assigned nor the premises sub-let without the written consent of the Landlord.

It is further agreed that any and all damages done to said premises, or any part thereof, by the negligence and carelessness of the Tenant, his servants, agents and employees shall be borne and made good by the Tenant, as well as any damage to tenants in the stores underneath from water leaking through the floor of his leased premises.

It is further agreed that the Tenant may make such improvements and alterations of said premises in order to better adapt them to the purpose of the restaurant business but that all such improvements and alterations shall at the expiration of this lease, or a sooner determination thereof, shall be and belong to the Landlord. Any and all trade fixtures supplies by the Tenant shall be and belong to him.

It is further agreed that if the Tenant fails in business, gets into the hands of a receiver, goes or is put in bankruptcy, this lease may be terminated at the option of the Landlord.

It is further agreed that if said premises are so injured or destroyed by fire or otherwise, so as to render them unfit for the restaurant business, then this lease may be terminated by either party hereto.

It is further agreed that any rent coming due and not paid within ten (10) days after it is due, then this lease may be terminated at the option of the Landlord.

Upon the Tenant paying the said rent at the time provided, and complying and performing all other covenants and agreements on his part, the Landlord hereby covenants that he may have possession for term aforesaid and at the termination of this lease, or upon a sooner determination thereof, the Tenant will quit and surrender said premises in as good state and condition as he now finds them, that the Landlord shall keep the roof in good repair and shall make such repairs thereto as may be necessary within reasonable time after written notice from the Tenant so to do.

IN WITNESS WHEREOF, the parties hereto do in duplicate set their hands and seals, the day and the year first above written, binding themselves, their successors, executors, administrators, heirs and assigns firmly by these presents.

Signed, sealed and delivered
in the presence of:

W. T. Henderson
N. O. McDowell

Rush Realty Co.,
BY: B. F. Rush
H. E. Goodman

(SEAL)



State of South Carolina,
County of Greenville.

Personally comes before me W. T. Henderson who, on oath, says that he saw the within named Rush Realty Company and H. E. Goodman sign, seal and as their act and deed deliver the within written instrument and that he with N. O. McDowell witnessed the execution of same.

Sworn to before me this 2nd day of February, 1943.

W. T. Henderson.

N. O. McDowell (L. S.)
Notary Public for S. C.



S. C. Stamps \$1.80

Recorded February 3rd, 1943 at 10:30 A. M. #1131 BY:E.G.