

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

A G R E E M E N T

THIS AGREEMENT, made and entered into this 7th day of March 1944, by and between Mrs. Lou C. Woodside of Greenville, S. C., hereinafter referred to as the landlord, and J. H. Mewborne of Greenville, S. C., hereinafter referred to as the tenant;

W I T N E S S E T H :

That for and in consideration of the mutual promises, covenants and agreements hereinafter contained, it is agreed as follows:

1. That the landlord does demise and lease unto the tenant and the tenant does hereby take and lease from the landlord the store building located at 406 East Washington Street in the city of Greenville, S. C., said store building fronting 38 feet on the south side of Washington Street and running back 60 feet and being constructed of brick.

2. TO HAVE AND TO HOLD the above described premises together with the building thereon for and during the term beginning on the first day of April, 1944, and ending one year thereafter.

3. That the tenant does hereby agree to pay to the landlord for the use and occupancy of said property the sum of Nine Hundred (\$900.00) Dollars, payable as follows: Seventy-Five (\$75.00) Dollars on or before the first day of May, 1944, and a like sum on or before the first day of each successive calendar month thereafter for a period of one year. The rent for each calendar month being payable on or before the first day of the following calendar month. Provided, however, that if during any calendar month the tenant shall do a gross business in said premises in excess of Six Thousand Five Hundred (\$6500.00) Dollars, the rent for that calendar month shall be One Hundred (\$100.00) Dollars.

4. The landlord does hereby give and grant unto the tenant the exclusive right or option of extending this lease for an additional period of one year upon the same terms and conditions at a rental of Seventy-Five (\$75.00) Dollars per month, provided, the said tenant on or before April 1, 1945, shall give to the landlord verbal or written notice of his intention to extend said lease. Provided, however, further, that if the said tenant does extend said lease for one additional year at a rental of Seventy-five (\$75.00) Dollars per month, the landlord does hereby give and grant unto the said tenant exclusive right or option to extend said lease upon the same terms and conditions for an additional three years at a rental of One Hundred (\$100.00) Dollars per calendar month, provided, said tenant shall give to the landlord verbal or written notice of his intention to do so on or before April 1, 1946.

5. Should the buildings or any part thereof be destroyed or damaged by fire or other casualty as to be unfit for occupation or use, the rent or a fair and just proportion thereof, according to the nature and extent of the damage, shall be suspended and cease to be payable until the building or buildings are restored by the landlord and made fit for occupation or use. Should said building or buildings be not restored or made fit for occupation or use by the landlord within a reasonable time this lease shall terminate at the election of the tenant.

6. The landlord does hereby covenant and agree that if the tenant shall pay the rent herein provided the tenant shall and may peaceably and quietly, have, hold, and enjoy the said premises for the term aforesaid.

7. In the event the tenant, his executors, administrators, or assigns shall be adjudicated bankrupt, insolvent according to law, or shall file a voluntary Petition in bankruptcy or if any payment of rent shall be past due and unpaid for thirty (30) days, then in any or all of such events this agreement of lease shall henceforth terminate at the option of the landlord and the landlord may thereupon lawfully enter into and upon the premises or any part thereof and repossess the same and expel the tenant and those claiming under him and remove their effects by force, if necessary, without being deemed guilty of any manner of trespass and without prejudice to any other claim or remedies the landlord may have or use for arrears of rent or breach of covenant.

8. It is further understood and agreed, by and between the parties hereto, that the covenants and agreements here in contained are binding upon each of the parties hereto as well as upon their respective heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals this said instrument being executed in duplicate, each of which will be considered an original, this year and day first above written.

WITNESS:

W. M. McCuen
114 West Tallulah Drive

Mrs. Lou C. Woodside (LS)
Landlord