

State of South Carolina.

County of Greenville.

AGREEMENT made and entered into this the ---- day of June, 1946, by and between Mrs. Evelyne Gentry, of the First part; and Frank Hewitt, of the second part, sets forth;

1. That for and in consideration of the monthly rental of forty-five (\$45.00) dollars, payable in advance on the first day of each month, beginning July 1st, 1946, the first party lets, rents and leases to the second party for a period of three years from July 1st, 1946, the building known as the rock house on the north side of the Super Highway, northwest of Greer, and the lot of land surrounding the same more particularly hereinafter described.

2. The second party hereby accepts and rents the said building and lot so described hereinafter, and agrees to pay the said rental at the times stipulated; and to take proper and reasonable care and protection of and to the said building and premises, and at the expiration of this agreement, or any extension hereof, to surrender the possession thereof to the owner in the same condition as when received, ordinary and expected wear, tear and usage thereof excepted and exempted. However, the said second party shall be responsible to the first party for any damage to the said building and/or premises caused and brought about by the careless, wilful or negligent conduct or acts of the second party, his agents, employees, servants, attendants, customers and visitors; and otherwise the first party is to keep the said building and premises in proper and reasonable condition for the use for which same is being used and occupied.

3. However, destruction of or such material damage to the building by fire or other casualty so as to render the same unfit for its proper use and occupation shall, at the option of either party hereto end and terminate this agreement, upon three days' notice from either party to the other.

4. The said building and/or premises shall not be sublet, subrented or used by any other parties without the written consent of the first party, nor any part thereof; and any changes in, additions to or taking away of any part of the premises for the use of the second party shall be at his own expense; and at the end of this agreement, or any extension hereof, the second party shall be permitted to remove therefrom before his leaving the said premises such additions so placed by him as then agreed upon, and where the same can and will be done without mutilation, damage to or scarring the appearance of the said building and/or premises.

5. Should the said second party at any time be in arrears of said rental for fifteen days or more, the first party may at her option declare this agreement ended, terminated and of no further force and effect, and may proceed to eject the said second party therefrom as a tenant at will, with all legal and proper rights reserved to the first party for the collection of such rental as may be due upon to the date of such removal or ejection; and for the purpose of securing the payment of said rentals at all times during the life of this agreement, or any extension hereof, the second party hereby grants and gives to the first party a first and preferred lien upon all personal property of any nature in and upon the said building and/or premises until same is satisfied in full; and likewise, in case of an agreed subrental of the said premises or any part of the said building or premises, the personalty of any subtenant shall be subject to the collection and payment of any rents at any time due the said first party.

6. This contracts is hereby made binding upon, and shall enure to the benefit of the respective parties hereto, their respective heirs, executors, administrators and assigns, but this agreement made herein may not be assigned, transferred or hypothecated by the second party, in whole or in part, without the written consent of the first party being obtained before such assignment, transfer or hypothecation.

7. Any changes in, modifications of or additions to this agreement shall be reduced to writing, and signed by the parties to be bound thereby.

8. The following is a more particular description of the lot upon which said building is located, and surrounding the same, which are hereby included in and leased hereby, to-wit:

Lot beginning at Howard's corner, on right-of-way of Super Highway; thence with Howard's line 140 feet; thence westerly parallel with Super Highway, 140 feet; thence back to Super Highway, parallel with the Howard line, 140 feet; thence with right-of-way of Super Highway 140 feet to the Howard corner.

(Over)