

Verified Copies of Lease sent General Solicitor
10-2-1940

THIS INDENTURE made the thirteenth day of September one thousand nine hundred and Forty between Mrs. Ethel M. Morgan, Mrs. Ethel M. Morgan, as Trustee for Clinton H. Morgan, Peoples National Bank of Greenville, as Executor and Trustee of the Estate of Clinton J. Morgan, party of the first part and The Western Union Telegraph Company (Incorporated) party of the second part,

WITNESSETH,

THAT for and in consideration of the mutual covenants herein contained the parties hereto have agreed as follows:

The party of the first part does hereby let, lease and demise unto the party of the second part, its successors or assigns, the following described premises in the city of Greenville South Carolina, to wit:

Ground floor space 1944 square feet, basement space 1680 square feet, and second floor space 276 square feet, situated in building located at corner of Washington and Laurens Streets; and being the same premises as now occupied by the party of the second part; with the appurtenances, ~~together with sufficient water for use in said premises and artificial light to the extent that same may be needed to light said premises in a suitable manner for the employes and customers of the party of the second part~~ and including sufficient heat to heat said premises during all the office hours of the party of the second part, during the months that heat ^(Over) may be needed, to the temperature customary in business offices, also the privilege of placing such signs in and about the premises as may be necessary to properly advertise its business; all without expense other than the yearly rent herein stated, for the term of Ten (10) Years to commence on the First day of October, 1940 and terminate on the Thirtieth day of September, 1950 at the yearly rent or sum of Forty Eight Hundred (\$4800.00) Dollars payable in equal monthly payments at the end of each month during said term.

Unless either party hereto shall give to the other at least three months prior to the end of said term written notice of his or its desire and intent to terminate this lease at the end of said term, this lease shall continue upon the terms and conditions then in force for a further period of one year and so on from year to year until terminated by either party hereto giving to the other written notice at least three months prior to the expiration of the then current term of his or its desire and intent to terminate this lease at the end of said term.

This agreement is intended to assure to the party of the second part the exclusive right to maintain and operate a telegraph office in said building; and the party of the first part hereby agrees that they will not grant, or permit others to grant, to any other person or corporation the right to establish, maintain or operate a telegraph office in said building or to connect telegraph wires therewith during the term of this lease or any renewals thereof.

The party of the first part, their heirs, administrators, successors or assigns, is to keep said premises in good and tenantable condition, repair walls, floors, etc., ~~and paint or paper walls and ceilings, when necessary;~~ but the party of the second part is to repair any damage to the walls, heating plant, glass or woodwork caused by negligence, carelessness or waste of its agents or employes.

Any District Telegraph Company and any Telephone Company with which the party of the second part has contracted or may contract or which it may employ for the performance of messenger and signal or telegraph business in connection with telephone business or for joint telegraph-telephone or signal service may occupy said premises jointly with the said party of the second part and contribute a portion of the rental herein reserved.

The party of the first part agrees to furnish fuel and the party of the second part agrees to have the furnace fired which supplies heat for the whole building owned by the party of the first part in which the above demised premises are situated.

The party of the first part expressly reserves the right of passage through the basement of the above described property so as to give them ingress and egress into and from other portions of the basement of said building.

This lease supersedes and cancels as of midnight September 30, 1940, the lease between the parties hereto (originally made with Clinton J. Morgan and James H. Morgan, Jr., as Lessor) dated January 19, 1929, and covering the above demised premises.

Wires of the party of the second part may be led over the roof or through the foundation walls of the building in which said premises are situated, and into the demised premises, and the necessary fixtures for a general telegraphic and messenger business may be placed upon said building.

Pneumatic tubes may also be led through the walls of said building and into the premises hereby demised, and installed, maintained and operated therein.

The party of the second part may assign this lease or sublet the whole or any part of said premises for any business not deemed extra hazardous.

If any rent shall be due and unpaid, or if default shall be made by the party of the second part in any of the covenants herein contained, to be by it performed, then it shall be lawful for the party of the first part to re-enter said premises, and to remove all persons therefrom.

(Over)