

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE.

LEASE

THIS AGREEMENT made and entered into this 10th day of July 1947 by and between ROSCOE H. SIMMONS, hereinafter referred to as Lessor, and T. C. DeVORE, hereinafter referred to as Lessee,

W I T N E S S E T H:

That the Lessor, for and in consideration of the rental hereinafter mentioned, has leased and demised and by these presents does lease and demise unto the Lessee that certain dwelling house located on Maco Terrace, near Greenville, S. C., and known as No. 326 Maco Terrace for the term of one year, beginning on the 31st day of July 1947 and ending on the 30th day of July 1948, and the said Lessee, in consideration of the use of said dwelling house for said term promises to pay to the Lessor the sum of Thirty-five and 50/100 (\$35.50) Dollars per month during the first six months of said term (said total sum being Two Hundred Thirteen (\$213.00) Dollars, and payable upon the execution of these presents), and thereafter the sum of Forty and no/100 (\$40.00) Dollars per month during the remainder of said term, payable between the first and tenth day of each month.

TO HAVE AND TO HOLD the said premises unto the Lessee, his executors, administrators and assigns for the said term.

AND it is agreed by the parties hereto that this lease shall continue after said term on a month to month basis, the Lessee agreeing to pay the sum of Forty (\$40.00) Dollars per month payable between the first and tenth day of each month. Should the Lessor desire to terminate said lease it is agreed that not less than four months' written notice shall be given to the Lessee prior to the date of termination. Should the Lessee desire to terminate said lease it is agreed that one month's written notice shall be given to the Lessor prior to the date of termination.

It is further agreed between the parties hereto that the Lessee shall have the right and privilege to disconnect and remove, at his expense, the Cadet heater and 30 gallon water tank now located in said dwelling, and store the same upon the premises, and that the Lessee may install, at his own expense, an electric hot water heater and other heating facilities, and upon the termination of this lease, shall have the right and privilege to disconnect and remove same from the dwelling, and shall not be liable to reinstall or connect the Cadet heater or 30 gallon tank referred to above.

The destruction of the premises by fire or other casualty shall automatically terminate this lease and if the same is destroyed or rendered uninhabitable by fire or other casualty during the first six months of the term for which the rent is being paid in advance the Lessor agrees to return to the Lessee the pro rate share of the unearned rent during said period.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 10th day of July, 1947.

Witness as to Lessor:

Jas. H. Stewart, Jr.

J. M. Stewart

Witness as to Lessee:

Jas. H. Stewart, Jr.

J. M. Stewart

Roscoe Harold Simmons (L. S.)

(Lessor)

T. O. DeVore (L. S.)

(Lessee)