



DEC 12 10 21 AM 1952

BOOK 468 PAGE 261

OLLIE FARNSWORTH
R. M. C.

LAW BLANK No. 16-A.—LEASE
The R. L. Bryan Co. Columbia, S. C.

The State of South Carolina

This INDENTURE made and concluded at Greenville, S.C.
this 7th day of February nineteen hundred and 52
by and between Gus Phillis



hereinafter called the Lessor of the first part, and
Henry V. Dick & Co., Inc.

hereinafter called the Lessee of the second part,

WITNESSETH, That the said Lessor has granted and leased, and by these presents does grant and lease unto the said Lessee the premises herein described, to be used for Wholesale refrigeration and heating business

known as ~~Henry V. Dick & Co., Inc.~~ 100-102 Green Avenue and adjoining parking lot with all the appurtenances thereto belonging:

TO HAVE AND TO HOLD the said premises unto the said Lessee Henry V. Dick & Co., Inc. Executors, Administrators, Successors, and Assigns, for the full term of two years

commencing on the 1st day of February 1952 and ending on the 1st day of February 1954

yielding and paying therefor at the rate of One Hundred Fifty Dollars (\$150.00) per month payable monthly

And the said Lessee Henry V. Dick & Co., Inc. Executors, Administrators, Successors, and Assigns, for and in consideration of the above letten premises, do covenant and agree to pay to the said Lessor, Gus Phillis Executors, Administrators, Successors, and Assigns, the

above stipulated rent, in the manner herein required. And it is further agreed that unless 2 month's notice, in writing, be given previous to the expiration of the period herein specified by the Lessor to the Lessee of Lessor's desire to have possession of the premises, or to change the condition of the Lease after the expiration, or the like notice to be given by the Lessee to the Lessor of Lessee's intention to vacate the premises after such expiration; then it is hereby agreed that this Lease will be considered as extending and binding in all of its provisions for ~~two years~~

after such expiration; and so continue from

until such notice be given by either party previous to the expiration of such extended term. But the destruction of the premises by fire, or any other casualty, shall terminate this agreement. And it is mutually understood that the Lessee shall make no repairs at the expense of the Lessor; and any alterations or improvements desired by the Lessee at Lessee's own cost, must be done under the written sanction of the Lessor, and all such alterations or improvements shall be surrendered to the Lessor on the Lessee's removal. The Lessee shall make good all breakage of glass, and all other injuries done to the premises during Lessee's tenancy, excepting such as are produced by natural decay and unavoidable accident. And it is also agreed that the said Lessee shall not convey this Lease or under-let the premises without the written consent of the said Lessor.

AND it is further stipulated and understood by the parties to these presents, that if month's rent shall at any time be in arrears and unpaid, the Lessor shall have the right to annul and terminate this Lease, and it shall be lawful for Lessor to re-enter and forthwith repossess all and singular the above granted and leased premises without hindrance or prejudice to Lessor's right to distrain for all rent unpaid at such period.

And, lastly, it is agreed, that should said Lessee assign, transfer, sell, remove, or in any manner dispose of the goods and chattels within the above leased premises, then the entire amount of rent that would accrue for shall be considered as due and payable, and the Lessor shall be vested with the same rights as though the entire leased term had expired; but payment for the same shall entitle said Lessee, Executors, Administrators, Successors, and Assigns, to all Lessee's rights of possession to transfer (as provided in this Lease) for the additional term. It is further agreed by and between the parties hereto that at the expiration of this Lease all rent due under this Lease or to become due must be paid up in full before any goods or chattels are removed from premises herein leased.

Lessee will replace any alterations made at termination of occupancy.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

IN THE PRESENCE OF

J. L. Craig
H. A. Willis

Gus Phillis (L. S.)
Henry V. Dick & Co., Inc. (L. S.)
By: W. S. [Signature] (L. S.)
Pres.

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