

6M-9-50-No. 350-LEASE (City Property) W. A. Seybt & Co., Office Supplies, Greenville, S. C.

State of South Carolina

JUL 26 12 05 PM

OLLIE FARNSWORTH R.M.C.

County of GREENVILLE

Estate of James Lawrence Aiken, deceased, Emma Elizabeth Aiken, Roy Lee Aiken, Lula F. Aiken Goodwin, Lula P. Aiken Mason, James Edward Aiken, Jasper Julius Aiken, Eugene Aiken, Zelfhia Gertrude Aiken and Mary Elizabeth Aiken Rogers lessor in consideration of the rental hereinafter mentioned, have granted, bargained and released and by these presents do grant, bargain, and lease unto Terrell P. Ayers, his heirs and assigns, lessee

for the following use, viz.: Mercantile retail store, parking and storage, all those pieces, parcels, or tracts of land, in Greenville Township, State and Co. aforesaid, known and designated as lots Nos. 18 and 11, according to plat recorded in RMC office the said State & Co. in plat Book E, page 116, and store building located on lot No. 20 said plat, with right of ingress and egress to Balk (Smith) and 10th Streets. Two years, commencing August 1, 1957 and ending July 31, 1959 for the term of

and the said lessee in consideration of the use of said premises for the said term, promises to pay the said lessor the sum of FIFTY (\$50.00) Dollars

per month payable Monthly not later than the 5th day of the following month

The lessor hereby warrants to the lessee that the premises hereinafter described are his own and that he has the right to lease the same and that the premises are free from all liens, mortgages, taxes, and other encumbrances of any kind and that the lessee shall have the quiet enjoyment of the premises for the term hereinafter expressed. The lessee shall be responsible for the payment of all taxes and other charges which may be levied or assessed against the premises during the term of this lease. Use of premises for any business other than herein called for shall cancel this lease if the lessor so desires and give notice of same in writing.

If the business is discontinued or the premises vacated before the expiration of the lease then the whole of the unexpired time becomes immediately due and payable.

Outside signs to be erected that may connect with the parapet of any roof or other part of the building shall be removed by the lessee at his expense.

As a part consideration, it is understood and agreed that the lessee shall have the right to purchase lots Nos. 11 on Y. M. C. A. Street, and Lot No. 18 on 10th Street at any time during the tenure of this lease for the consideration of Eight Thousand (\$8,000.00) Dollars to be paid either in cash, or part cash and the balance on time with monthly payments to bear interest at not more than 5 1/2 per cent interest.

It is also understood and agreed that the frame house now located on lot No. 18 is to be moved to the rear of lots Nos. 19 and 20 said plat, and made to front on Balk Street at the rear of store building on lot No. 20. This building to be moved by and at the expense of the lessee. The lessee to have the privilege of surface treating lots 11 and 18 if he so desires.

To Have and to Hold the said premises unto the said lessee, his heirs and assigns executors or administrators for the said term. It is agreed by the parties hereto that this lease shall continue from year to year on the same terms, unless the party desiring to terminate it after the expiration of the term above mentioned give to the other party two months written notice previous to the time of the desired termination, but the destruction of the premises by fire or making it unfit for occupancy or other casualty, or two months arrear of rent, shall terminate this lease, if the lessor so desires.

The lessee hereby acknowledges having a duplicate of this lease.

Witness our hands and seals the 18 day of July, 19 57

Witness: D. M. Jackson, E. Anderson, Lula R. Sanders

Estate of James Lawrence Aiken By Roy Lee Aiken (Seal) Emma Elizabeth Aiken (Seal) Eugene Aiken (Seal) Mary E. Aiken Rodgers (Seal) Lula F. Aiken Goodwin (Seal) Lula P. Aiken Mason (Seal) Zelfhia Gertrude Aiken (Seal) Jasper Julius Aiken (Seal) James Edward Aiken (Seal)

Terrell P. Ayers (Seal) LESSEE

(Continued on Next Page)