

2M - 1 - 59 - No. 358 - LEASE (City Property) W. A. Seybt & Co., Office Supplies, Greenville, S. C.

State of South Carolina

County of GREENVILLE

J.A. TRAYNHAM

lessor

in consideration of the rental hereinafter mentioned, have granted, bargained and released and by these presents do grant, bargain, and lease unto W.LEWIS BLACKWELL

lessee

for the following use, viz.: Drive in restuarant, serving food inside and at the curb.

Concrete block building situated on the north side of White Horse road near the intersection of U.S.highway #25 in Greenville County, S.C.

for the term of Two years beginning on the first day of July 1959

Lessee shall have the option of renewing at expiration, July 1, 1961, for two years or a fraction thereof.

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 \$100.00

ONE HUNDRED and 00/100 Dollars

per month payable in advance on or before the first day of each and every month.

The lessee hereby agrees to take the building just as it stands unless otherwise agreed upon in writing, and the lessee only require of the lessor the use of the premises for the business mentioned but no other. The lessor to repair the roof should it leak, it is also fully agreed that the roof is considered sound and the lessor not to pay any damages from leaks should any occur. 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 or any other outside part of the building must be consented to by the lessor before being erected.

Lessee further agrees that he shall be responsible for all damages to the building or premises caused by him, any one in his employ or by any person or persons calling on him at the premises whether such damages be caused wilfully or otherwise, and that he, lessee, will repair and/or restore same at his expense. Except that damage caused by an act of God shall not be subject to this clause. Damage caused by illegal entry in the dark of night during the absense of lessee, his employee or custodians shall not be subject to this clause.... It is specifically agreed that lessee will not permit the sale or consumption of illegal beverages on the premises nor will he permit gambling or any games of chance that are in violation of any local, State or Federal law. Lesse shall not permit the premises to become a public nuisance. All music machines shall kept at a reasonable volume. W. Lewis Blackwell

To Have and to Hold the said premises unto the said lessee 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 men-

tioned 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 agree to make good all breakage of glass and all other injuries done to the premises during the term, except such as are produced by natural decay, and agree to make no repairs, improvements or alterations in the premises without the written consent of the lessor nor sub-

rent without the lessors written consent. The lessee hereby acknowledges having a duplicate of this lease.

Witness our hands and seals the 23 day of Aug 1959

Witness: Nelson S. Nixon, Jr. (SEAL) C.B. Traynham (SEAL) W.A. Dunne (SEAL) W.L. Blackwell (SEAL) J.A. Traynham (SEAL)