

State of South Carolina,  
County of Greenville.

This indenture made and entered into this the 27th, day of October A.D. 1909 by and between J.H. Morgan, party of the first part and R.H. Stewart, Robert Anderson and T.M. Merritt, parties of the second part.

Witnesseth:

That the party of the first part has hereby let and rented to the parties of the second part and they have hired and taken from him, for merchandise purposes, that two and one story brick store house building, in its present state of repair, dimensions and proportions, situate on the West side of Main Street, in the City and County of Greenville, South Carolina, bearing the number 126 S. Main Street, and bounded on the North by J.T. Williams, on the South by J.W. Cagle, for the term of Three years, Beginning the First day of January, 1910 at the monthly rental of One hundred and fifteen dollars at the end of each and every month during the period of this lease, (with the privilege of two years more from that time at a rental to be then agreed upon, Provided: the parties of the second part give to the party of the first part sixty days notice in writing of their intention to so keep said premises and agree upon the rental to be paid therefor.)

It is further agreed that if the party of the second part shall alter, change, add to or make any improvement to said building or in same, such shall be done at their expense, unless previously agreed upon in writing by the parties hereto.

It is further agreed that if the building hereby demised, or any extension that may be made thereto, shall be, without fault of either party thereto destroyed or so injured by fire, by the elements or in any other way from any other cause as to render the same unfit for occupancy, then and in such event this lease shall cease and all parties released from further obligations hereunder.

It is further agreed that if any injury or damage accrues to the water works and fixtures in said building by the negligence of the parties of the second part, their agents, servants or employees, the said damage or injury shall be repaired at the expense of the said parties of the second part at their own proper expense and charges.

It is further agreed that the party of the first part shall not be held liable for damage to the property of the party of the second part, caused by leaks in the roof or damaged in any other way, unless the party of the first part fails to repair or make an effort to repair the cause of said injury or damage within a reasonable time after notice in writing from the parties of the second part requesting same.

It is further agreed that the parties of the second part shall not sub-let said premises or any part thereof, nor assign this lease for the whole or any part of the period covered thereby, without the written consent of the party of the first part.

It is further agreed that if any rent shall be due and not paid within fifteen days from the time the same became due and payable, or if default be made in any of the covenants herein contained, such failure to pay and such default, or

in either event, this lease shall cease and determine at the option of the party of the first part, it being expressly agreed that any extension of time of payment or omission of the party of the first part to declare the said lease at an end, shall not preclude him from at any other subsequent time declaring the said lease at an end upon a failure of payment being made or covenant kept by the parties of the second part, but that such right may be exercised with reference to any failure of payment or covenant breached whenever the same may occur and without reference to any action or want of action theretofore taken by the party of the first part. Upon the party of the first part under any of said conditions declaring this lease as at an end, the right is hereby given him to re-enter and take possession of said premises without suit or process and remove all parties therefrom. And the parties of the second part covenant to pay the rent to the party of the first part as provided, keep all the other covenants herein expressed and at the expiration of said term or other determination of this lease, to quit and surrender the premises hereby demised in as good state and condition as reasonable use and wear thereof will permit, and upon performance of all the covenants and agreements herein stated, they shall peaceably hold and enjoy the demised premises for the term aforesaid.

To the full and complete compliance with all of the terms, conditions, stipulations and agreements herein expressed, each of the parties hereto do bind themselves, their executors, administrators, heirs and assigns firmly by these presents and in witness thereof do hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered,

in the presence of:

Jos. W. James,  
Zim Ligon,

J.H. Morgan, (Seal)  
R.H. Stewart, (Seal)  
Robert Anderson, (Seal)  
T.M. Merritt, (Seal)

South Carolina,  
Greenville County.

Personally comes before me Jos. W. James and made oath that he saw the within named J.H. Morgan, R.H. Stewart, Robert Anderson, and T.M. Merritt, sign, seal and as their act and deed deliver the within written lease and that he with Zim Ligon witnessed the execution of same.

Sworn to and subscribed before me  
this the 27th, Oct. 1909

Raven I. McDavid, (Seal)

Not. Pub. S.C.

Jos. W. James



Recorded October 28th, 1909.