

Q. Q. Q.

State of South Carolina,
County of Greenville.

Whereas, at a meeting of the members of the Cotillion Club of Greenville, South Carolina, held at the Board of Trade Rooms, in the City of Greenville, on the evening of February 19th., 1909, a quorum being present, a resolution was passed by the members of said Club, duly authorizing N.C. Poe, Jr. to lease for the said Cotillion Club of Greenville, a certain hall from W.C. Cleveland, situate on the third floor of the building at the corner of Main Street and McBee Avenue, known as the "Cleveland Building", together with a gentlemen's dressing room on the second floor of said building, for a term of five (5) years, at a yearly rental of six hundred (\$600.00) dollars, and with certain other conditions stated below.

Now, Therefore, This indenture made, this 16th, day of December A.D. 1909, between W.C. Cleveland of Greenville in the County of Greenville and State of South Carolina, party of the first part, and the Cotillion Club of Greenville, through its duly authorized agent N.C. Poe, Jr. party of the second part, WITNESSETH:-

The party of the first part has hereby let and rented to the party of the second part and the party of the second part has hereby hired and taken from the party of the first part, all of the third floor of the building at the corner of Main Street and McBee Avenue, in the said City of Greenville, known as "Cleveland Hall"; with the appurtenances together with a gentlemen's dressing room on the second floor of said "Cleveland Building" said dressing room to be designated and mutually agreed upon by the parties hereto, for a term of five (5) years to commence on the 28th, day of December, 1909 at a yearly rental of six hundred (\$600.00) dollars, payable quarterly, at the end of each quarter; the first payment to be made on the 28th, day of March A.D. 1910.

It is agreed between the parties hereto further, that the party of the second part is to have the exclusive use and control of said demised premises, and shall have the right to sub-let and sub-rent said premises at any and all times during the term of this lease, upon the following condition, however:- That the party of the first part is to share equally with the party of the second part any net amount derived by the party of the second part from the sub-rental of said premises in excess to Two hundred (\$200.00) dollars per annum, which shall be due and payable to the party of the first part at the end of each year.

It is agreed further that the party of the first part is to furnish steam heat for said building when the same shall be requested by the party of the second part. It is agreed further that if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for the party of the first part to re-enter said premises and to remove all persons therefrom, by giving thirty (30) days written notice to the party of the second part. And the said party of the second part covenants to pay to the said party of the first part the rent as herein specified, and to divide with the party of the first part such net sums as may be derived from the sub-rental of said premises, in excess of Two hundred (\$200.00) dollars per annum, and at the expiration of the said term, or other termination of said lease, the said party of the second part will quit and surrender the demised premises in as good state and condition as reasonable use and wear thereof will permit, damages by fire not included.

It is further understood and agreed between the parties hereto that the party of the first part is to keep said premises in good repair during the term of the said lease. It is further agreed that the said party of the second part, on paying the said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid.

In witness whereof the parties hereto have hereunto interchangeably set their hands and seals, this 16th, day of December A.D. 1909.

Witness:

A.L. Mills,

W.C. Cleveland,
party of the first part.

The Cotillion Club of Greenville, S.C.
By, N.C. Poe, Jr.
party of the second part.

State of South Carolina,
County of Greenville.

Personally appeared before me A.L. Mills, and made oath that he saw the within named W.C. Cleveland, and the Cotillion Club of Greenville, through its duly authorized agent, N.C. Poe, Jr. sign, seal and as their act and deed deliver the within written lease and that he witnessed the execution thereof.

Sworn to and subscribed before me,
this 16th, day of December A.D. 1909.

J. Hudson Williams, (Seal)
Notary Public for
South Carolina.

A.L. Mills,

Recorded December 17th, 1909.