

Piggly Wiggly Store Lease.

This Agreement, made this 24th, day of April in the year 1920 by and between Mrs. Theo. C. Owens of Atlanta, Georgia, party hereto of the first part, and the Piggly Wiggly Stores, Inc., a corporation duly formed and existing under and by virtue of the laws of the Commonwealth of Virginia, with offices in Memphis, Tennessee, party hereto of the second part:

Witnesseth: That the said parties of the first part (hereinafter designated as the Lessors, which term shall be held to include the parties hereto of the first part, their heirs, successors, assigns and legal representatives, whether a corporation or one or more individuals), in consideration of the rents, covenants, agreements and conditions hereinafter reserved, made and entered into, on the part of the party of the second part (hereinafter designated as the Lessee, which term shall be held to include the party hereto of the second part, its successors, assigns and legal representatives) to be paid, performed and observed, has leased and does hereby demise and lease to the Lessee for the term of three (3) years commencing on the 1st, day of January 1921, and to be fully completed and ended on the 31st day of December 1923 that certain building, store room and premises situated in the City of Greenville, County of Greenville, State of South Carolina, and known as No. 222 North Main Street to include the store room one story brick building with metal roof, dimensions approximately twenty (20) by seventy (70) feet, being the middle third of three stores on the lot known as P.C. Owens Lot as shown on City Block Book, page 90 date of 1913. Fifty-eight (58) feet south of East North Street, fronting Main Street approximately twenty (20) feet and two hundred and thirty (230) feet North of East Coffee Street, at and for the term rent of Nine Thousand (\$9,000.00) Dollars, payable after the first payment at the office of the Lessor in monthly installments each of Two hundred fifty (\$250.00) Dollars, payable on or before the 1st, day of each and every month, the first payment of Two hundred fifty (\$250.00) Dollars to be made on the 1st, day of January 1921, and to cover the period to and including the 31st, day of January 1921.

To have and to hold the said premises with the buildings and improvements thereon and the appurtenances thereto belonging for the term above stated.

And said Lessee, for its successors, assigns and legal representatives, hereby covenant and agrees to and with the said Lessors, their heirs, assigns and legal representatives as follows:

First: To pay the rent hereby reserved as and in the manner hereinbefore mentioned without any deduction ^{whatsoever} and without any obligation on the part of the said Lessors to make any demand for the same

Second: To pay the gas bills and electric light bills as the same may respectively become due and chargeable against said premises during the term of this lease, or any extensions thereof.

Third: To keep the premises in good order and condition, and surrender the same at the expiration of the term of this lease in like good order and condition as when taking possession thereof, ordinary wear and tear and casualties by fire, the elements, act of God, or the public enemies, alone excepted.

Fourth: - -

Fifth: That if, during the continuance of said tenancy hereunder, or any monthly tenancy that may arise as aforesaid, said Lessee shall fail to pay any one of said monthly installments of rent reserved as aforesaid, when and as the same shall respectively become due and payable, although no demand will have been made for the same, or if it shall in any other manner or respect fail to keep or if it shall violate any one of the covenants and agreements hereinbefore made, then it shall be lawful for said Lessors at their election and option, to re-enter and recover possession -

(next page)

of said premises by means of legal proceedings prescribed by statute governing dealings between landlords and tenants, or by such other legal process as may at that time be in operation in like cases, the said Lessee hereby expressly waiving all right to notice to quit should the said party of the first part elect to proceed to recover possession as aforesaid.

Sixth: That if, under the provision of this lease and agreement, a summons shall be served and a compromise settlement shall be made, either before or after judgment whereby said Lessee shall be allowed to retain said premises, such proceedings shall not constitute a waiver of any covenant herein contained, or of the lease itself, or of the monthly tenancy, if that be in force at such time or times.

Seventh: That the Lessors or their representatives may enter said premises at any reasonable hour to protect the same against the elements or accidents; and any time within thirty days before the expiration of this lease, to show the premises described herein to persons desiring to inspect with a view of leasing the same. And said Lessors hereby covenant and agree with said Lessee that they are vested with the legal right to make this agreement of lease and further, as follows:

(a) That the said Lessee may hold and enjoy the said premises during the said term without any interruption by Lessors or any person lawfully claiming through them.

(b) That it is understood and agreed that, in order for such premises to be adapted for occupancy and use as a Piggly Wiggly store, they must be made of certain standard arrangement including style of front; color of paint, both inside and out; style of interior decoration; provided with both front and rear entrances with specified closures therefor; connections for electric lights and appliances; connections with sewer for hydrant, sink, lavatory, waste and drain pipes; water supply connections; appropriate heating apparatus; screens, screen doors and awnings, and other details according to the standardized plans and specifications of Piggly Wiggly store.

(c) That it is acknowledged that inasmuch as said premises are to be so occupied and used as a Piggly Wiggly store the adaptation of the premises for such occupancy and use is essential to attach and impose upon the Lessee the obligations undertaken by said Lessee, as herein recited, and said Lessors therefor undertake and obligate themselves, as a part of the consideration for this agreement of lease, to place said premises in such condition, to the extent specified below, as follows:

Specifications:

Eighth: It is mutually understood and agreed that the lessor will allow an expenditure not to exceed One thousand (\$1,000.00) Dollars for certain alterations and changes in said store room to make same suitable to carry on the business for which said premises are leased, and for no other different object or purpose. The above mentioned allowance shall in no way affect other conditions of this lease, or the rental payments as set forth therein, but the lessor hereby agrees to make remittance to lessee not to exceed one thousand (\$1,000.00) dollars for alterations and changes when said work shall have been completed and said premises are occupied by lessee and other conditions of this lease are complied with.

Ninth: It is also mutually understood and agreed that if owner can so arrange possession will be given the Lessee, party of the second part of this lease, as soon as possible before January 1st, 1921, at rental price of two hundred fifty (\$250.00) Dollars payable monthly in advance, but the lessor shall not be held liable for failure to deliver possession of said premises before January 1st, 1921 as provided for in this lease.

(Over)