

It is expressly agreed that the Tenant may at its option take possession of said premises at any time after October 1, 1922.

If any rent is not paid when due, Landlord may send written notice thereof by registered mail to S.H. Kress & Co., at its New York Office, and if said rent is not paid within thirty days after receipt by said S.H. Kress & Co., of such notice, the Landlord shall have the right to declare this lease terminated.

All trade fixtures, including counters, show-cases, tables, shelving, office partition, mirrors, lighting fixtures, moving heating fixtures, etc., which may be installed by the Tenant, shall remain the property of the Tenant, and may be removed by the Tenant at the expiration of, or earlier termination of this lease, but the building to be erected or improved on said premises by the Tenant, shall at the expiration or other termination of this lease, or at the termination of the renewal thereof, belong to the Landlord.

The Landlord grants Tenant the right to assign this lease to any successor of its business or sub-let said premises or any part thereof for any portion of said term, or any renewal thereof to any sub-tenant for any legal and reputable business, but Tenant shall continue to be responsible to the Landlord for the unpaid rents due under this lease.

The Tenant shall have the right during said term to reasonably alter and improve said premises, according to the requirements of its business and may remove any party walls or connect the herein leased premises with any other building adjoining same, which it may have in its possession or acquire possession of during the term or renewal of this lease. Such improvements and alterations are left entirely to the discretion of the Tenant, provided, however, at the expiration of this lease that the Tenant is to restore all party walls and that there shall be at least a two-story brick building on said premises, back to a depth of 80 feet when this lease expires. The stairway between store-room now occupied by the Men's Shop and the Building hereby leased may be reduced in width one foot at the option of the Tenant. Said reduction of one foot to be entirely on the premises hereby leased. Provided, all such improvements and alterations shall be done in accordance with the requirements of all municipal and other departments or authorities without expense to the Landlord, who shall be held harmless of, and from all damages arising therefrom.

It is intended to give to Tenant the right to erect the kind of structure on said premises to suit the requirements of its business, and to connect and harmonize same with any adjoining premises, which Tenant now or may hereafter occupy during said term. After the erection of said building, or improvements are made, Tenant shall have the right to make any alterations or changes in same, or additions which it may desire.

The Landlord, if required to do so by the Tenant, shall at his own expense, remove any or all sewer pipes, water supply pipes, drains or any other obstruction, that is upon or under the ground of said premises.

If the rents are properly paid by Tenant as herein provided, Landlord further covenants to give the Tenant quiet and peaceable possession of the aforesaid premises for the aforesaid term and any renewal thereof.

It is further understood and agreed that the covenants and agreements herein contained are binding upon the parties hereto, their administrators, executors, heirs, successors and assigns.

This instrument is drawn in duplicate and either shall be considered as the original for all purposes.

(Next page)

This lease is made subject to be confirmed by the heirs and devisees under the will of Henry Cauble, and subject further to the confirmation of the Court.

In witness whereof, Landlord hereunto has set his hand and seal, and Tenant has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed, this the 27th, day of May, 1922.

Signed, sealed and delivered

in the presence of:

Oscar Hodges,

D.B. Leatherwood.

W.E. Harper,

M.E. Prendergast.

W.C. Gibson (Seal)

As Agent of Cauble Estate.

S.H. Kress & Co.,

By C.W. Kress, Vice-President,

P.B. Scarff, Secretary.



State of South Carolina,

County of Greenville.

Personally appeared before me D.B. Leatherwood who on oath says that he saw the within named W.C. Gibson, as Agent, sign, seal and as his act and deed deliver the foregoing written instrument for the uses and purposes therein mentioned, and that he, with Oscar Hodges witnessed the execution thereof.

Sworn to before me this 27th,

day of May, A.D. 1922.

Oscar Hodges (L.S.)

Notary Public for South Carolina.

D.B. Leatherwood

State of New York,

County of New York.

Personally appeared before me W.E. Harper who on oath says that he saw the within named S.H. Kress and Company, a corporation, by its duly authorized officers C.W. Kress, Vice-Prest. & P.B. Scarff, Secty. sign, seal and deliver the foregoing written instrument for the uses and purposes therein mentioned and that he with M.E. Prendergast witnessed the execution thereof.

Sworn to before me this 31, day

of May A.D. 1922.

Frank E. Palmer (L.S.)

Notary Public for State of New York.



W.E. Harper

Recorded October 13th, 1922.

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