

incurred for such repairs to be paid by the said Lessor, or their assignor, upon the presentation of duly verified bills therefor

11. The said lessee, during the entire life of this lease, shall pay for all lights, all water rents and sewer charges within the time prescribed for the payment of same, as prescribed by the City of Kress.

12. It is further expressly agreed by the parties hereto that if the Lessee shall at any time during the life of this lease fail to pay any monthly installment of rents or any part thereof, as herein agreed, and shall remain in default as to such payment for thirty days, after written demand upon it by the said Lessors, or any and all persons claiming through and under them, then and in that event the said Lessors or any and all persons claiming under and through them, shall have the option to declare this lease and contract, and all rights in the Lessee hereunder at an end, and thereupon it shall be the duty of the said Lessee, and those claiming under it, to surrender the premises hereby demised and let, unto Lessors, or those claiming under them, This right is reserved to the said Lessors, without waiving any other remedy or remedies given them by law for such failure or default; and it is further agreed by the parties hereto that a waiver on the part of the said Lessor to exercise the option hereunder reserved unto them to declare this contract and lease at an end for failure to pay rents as herein agreed, shall not be taken, held or construed as a waiver of their rights to thereafter exercise such right to declare this lease, and contract at an end for failure thereafter to pay rents as herein agreed.

13. It is further expressly agreed that a failure on the part of the said Lessee to keep and perform each and every of its covenants and agreements herein undertaken to be by it performed and as herein agreed to be performed, the said Lessors shall have the right and option to declare this lease and contract at an end on such failure, neglect or default, and thereupon the said Lessee shall at once vacate said premises.

14. That all rights and liabilities herein given or imposed upon either of the parties hereto, shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

In Testimony Whereof the said parties of the first part have hereunto set their several and respective hands and seals, and the party of the second part has caused this contract to be signed in its corporate name by its President and

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attested by its Secretary and its common corporate seal hereunto affixed all in triplicate, and on the day and year first above mentioned.

Signed, Sealed and delivered

in presence of:
as to Lessee named herein } J. D. Wood,
J. E. Gibson,

as to Lessor named herein } E. W. Harris,
Walter Dalton,



Earline C. Lauford, (seal)
Leila W. Cunningham (seal)
M. C. Lauford (seal)

M. Lellan Stores Company,
By: W. W. M. Lellan - President.

Attest:
Dred Peacock, Secretary.

State of South Carolina,
County of Greenville.

Personally appeared before me J. D. Wood, a Notary Public of said County and State, Earline C. Lauford and husband, M. C. Lauford, and Leila W. Cunningham, and acknowledged the due execution of the foregoing and annexed Contract of Lease as their free act and deed and the said Earline C. Lauford being by me privately examined, separate and apart from her said husband, touching her voluntary execution of the same, doth state that she signed the same freely and voluntarily, without fear or compulsion of her said husband or any other person, and that she doth still voluntarily assent thereto.

Witness my hand and official seal this 31 day of Jan. 1924.
My Commission expires:
My Commission expires at the pleasure of the Governor of South Carolina.



J. D. Wood -
Notary Public for S.C.
My Commission expires at the Pleasure of the Governor of S.C.

North Carolina, }
Guilford County.

Personally came before me, J. E. Lyon, a Notary Public of said County and State, Dred Peacock, who being by me duly sworn says that he knowe the Common seal of M. Lellan Stores Company, and is acquainted with W. W. M. Lellan, who is the President of said Corporation, and that he, the said Dred Peacock, Secretary of the said Corporation, and saw the said President sign the foregoing instrument, and that he, the said Dred Peacock, Secretary as aforesaid affixed said seal to said instrument, and that he, the said Dred Peacock signed his name in attestation of the execution of said instrument in the presence of the said President of said Corporation.

Witness my hand and official seal, this the 14th day of Jan. 1924.

(Over)