

in front of the said premises free from ice and snow and also keep the coal chute and the glass covering of the sidewalk in good repair and that it shall hold Lessee harmless from any accident or injuries arising therefrom.

7. That in addition to the amounts above stated, which shall be received by the Lessors as rental for the said property, the said Lessee agreed to pay during the entire term of this lease all charges for water, lights, heat and all other charges or expenses of any sort growing out of the maintenance and upkeep of said building, so that the party of the first part, Lessors, shall not be called upon nor required to pay out of the net rental as above stated, any sum of money whatsoever for the maintenance of said property, or the operations of same during the term of this lease; And also Lessee agrees that during the entire term of this lease it will keep the said building, including water works and heating plant, on said premises in good repair and at the end of said lease shall turn over to the Lessors, their heirs and assigns, said building, including water works and heating plant, in as good condition as it is on the first day of this lease, natural wear and tear alone excepted.

8. It is further understood and agreed that in the event any of rental, or taxes, assessments or other charges or obligations arising under this lease shall not be paid promptly when due, or in the event that any of the terms, conditions and stipulations of this lease are not performed by the Lessee, and if any such payment remains past due and unpaid for ten (10) days after notice thereof by the Lessors to the Lessee, then Lessors shall have the right to cancel and annul this lease and to re-enter and take possession of said property at their option, or that of their heirs or assigns, but in any such event this agreement shall be merely cumulative and shall not prevent Lessors from taking such other action for the collection of said rental or charges or any damages for the breach of the contract as Lessors may be legally entitled to take. It is understood and agreed that Lessee shall have the right to make such changes, at its own expense, as it may desire in said building, provided that no such changes or alterations shall in any wise impair the

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strength or stability of said building, nor shall the brick work or pilasters at the front entrance be changed or removed; neither shall the color of the face brick at the entrance be changed unless agreed to by Lessors.

9. It is further agreed that Lessors shall deliver the said premises to the Lessee not later than January 1st, 1924, in as good condition as the same now are, necessary wear and tear alone excepted; provided that, should said building or any part thereof before January 1, 1924, be destroyed or damaged by fire or as to its come untenable, then such necessary time as may be required in order to restore or repair said building shall be allowed so as to conform to its condition before such loss or damage occurred, as nearly as may be reasonably possible. It is agreed and understood that there shall be no assignment, transfer or subletting of this lease or of the said premises without the written consent of Lessors first obtained, and no such transfer, assignment or subletting shall decrease the obligation to Lessee. Should the Lessee be adjudicated bankrupt, either voluntary or involuntary, or should this lease be transferred or assigned by operation of law, then in any such event this lease shall, at the option of the Lessors, become null and void and the Lessors may enter and take charge of said premises and Lessors covenant that Lessee shall have peaceful possession for the term of this lease. In witness whereof the parties have hereunto set their hands and seals this 10th day of March A.D. 1924.

Clinton J. Morgan (L.S.)

James H. Morgan, Jr. (L.S.)

New York Trust House Inc. (L.S.)

By Sol. Mangel Pres. Lessee.

In the presence of:

Sarah H. Sanders } as to Lessors.

B. F. Martin } as to Lessors.

A. H. Kluwe } as to Lessee.

Phillip F. Frankel } as to Lessee.

State of South Carolina

County of Greenville.

Personally appeared before me Sarah H. Sanders and made oath that she was the within named Clinton J. Morgan and James H. Morgan, Jr. sign, seal and

Pres.