

State of South Carolina.
County of Greenville.

LEASE.

This Indenture made and entered into this 17th day of July 1936 A. D., by and between Clinton J. Morgan and James H. Morgan, Jr., individually and as Trustees for Mrs. Virginia W. Morgan under the will of J. H. Morgan, deceased, as parties of the first part, hereinafter called Lessors and R. E. Stewart and T. W. Jones, parties of the second part, hereinafter called Lessees.

WITNESSETH.

That the parties of the first part, the Lessors, have hereby let and rented to the Lessees, and they have hired and taken from them, for merchandise purposes that two and one story brick store house building, situated on the West side of Main Street, in the City and County of Greenville, South Carolina, bearing the number 26 South Main Street, and bounded on the North by J. T. Williams, previous owner; on the South by the Estate of J. W. Gagle, beginning the first day of January 1931 and ending on the 31st day of December 1936, at the monthly rental of Four Hundred (\$400.00) per month during the first year; Four Hundred and Twenty Five (\$425.00) dollars per month during the second year; Four Hundred and Fifty (\$450.00) Dollars per month during the third year; Four Hundred and Seventy Five (\$475.00) Dollars per month during the fourth year, and Five Hundred (\$500.00) Dollars per month during the fifth year; said rent being payable at the end of each and every month during the period of this lease.

It is further agreed that after this lease takes effect, if the Lessees shall alter, change add to or make any improvements to said building or in the same, such shall be done at their expense, unless previously agreed upon in writing by the parties hereto.

It is further agreed that if the building hereby demised, or any extension that may be made thereto, shall be without fault of either party hereto destroyed by fire or so injured by fire, or by the elements or in any other way or from any other cause as to render the same unfit for occupancy, then and in such event this lease shall cease and all parties released from further obligations hereunder.

It is further agreed that if any damage or injury occurs to the heating equipment water works and fixtures in said building by the negligence of the Lessees, their agents, servants or employees, the said damage or injury shall be repaired at the expense of the Lessees. And the lessees shall at its own proper costs and charges, pay for the heat, water, electric current, etc., that may be used in said building.

It is further agreed that the Lessors shall not be held liable for damage to the property of the Lessees, caused by leaks in the roof or damages in any other way, unless the Lessors fail to repair or make an effort to repair the cause of said injury or damage within a reasonable time after notice in writing from the Lessees, requesting same.

It is further agreed that the Lessees shall not sublet said premises or any part thereof, nor assign this lease for the whole or any part of the period covered thereby, without the written consent of the Lessors.

It is further agreed that any alterations or changes in the building shall be made only upon the written consent of the lessors.

It is further agreed that if any rent be due and not paid within fifteen days from the time the same becomes due and payable or if default be made in any of the covenants herein contained, such failure to pay and such default, or in either event, this lease shall cease and determine at the option of the Lessors, it being expressly agreed that any extension of time of payment or omission of the party of the first part, the Lessors, to declare the said lease at an end, shall not preclude them from any other subsequent time declaring said lease at an end and upon failure of payment being made or covenant kept by the parties of the second part, the Lessees, but that such right may be exercised in reference to any failure of payment or covenant breached whenever the same may occur and without any reference to action or want of action theretofore taken by the party of the first part. The Lessors, upon the Lessors under any of the said conditions declaring this lease at an end, the right is hereby given them to reenter and take possession of said premises without suit or process and remove all parties therefrom.

And the Lessees covenant to pay the rent in the amounts and at the times herein stated, keep all the covenants herein stated and expressed, and at the time of the expiration of said term, or other determination of this lease, to quit and surrender the premises hereby demised in as good state and condition as reasonable use and wear thereof will permit.

In witness whereof the parties hereto do in duplicate set their hands and seals the day and year first above written, bidding themselves, their heirs, executors and administrators firmly by these presents.

(OVER)