

(e) Landlord agrees to keep in good order and repair the roof over the building on the demised premises.

(f) Landlord agrees to carry not less than \$25,000 face value of fire insurance covering the building or buildings on the demised premises.

(g) Landlord agrees to pay any and all taxes, charges and assessments both general and special of every kind and for every purpose that shall or may by any lawful authority be imposed, levied or assessed upon the demised premises or any part thereof of any improvements new or hereafter thereon.

(h) In the event that landlord should at any time during the term of this lease, as extended and renewed, fail, refuse or neglect to fully satisfy any and all of its obligations under said lease or under this agreement, tenant may at its option but shall be under no obligation so to do or pay or satisfy the same and the amount of such payment by tenant together with interest shall be due and payable by landlord to tenant on demand and tenant may deduct the same from the rents next thereafter payable to landlord under the terms of said lease and/or this agreement until same is fully repaid by landlord to tenant and/or at tenant's option tenant may simultaneously or otherwise, pursue any and all remedies for the collection and recovery of same with interest from the landlord.

2. The parties of the first part adopt as their own the covenants contained in said lease hereinabove referred to.

3. That the terms of two certain agreements, one dated the 19th day of July, 1920 by and between Clara M. Davenport, as general guardian for Constance D. Davenport, M. C. Davenport Luther M. Davenport, Martha Davenport and D. D. Davenport, Jr., with S. H. Kress and Company and the other dated the 18th day of July 1922 by and between Constance D. Davenport and Clara M. Davenport as general guardian for M. C. Davenport, Luther M. Davenport, Martha Davenport and D. D. Davenport, Jr., with S. H. Kress and Company in reference to said lease and the premises demised shall continue in full force and effect.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals and the party of the second has caused this instrument to be signed by its duly authorized officers and its corporate seal to be hereunto affixed the day and year first abovewritten.

Signed, sealed and delivered Malcolm G. Davenport L.S.
in the presence of: Luther M. Davenport L. S.
Estes Howell Constance Doely L. S.
Belle Waters As Guardian for Martha Davenport
Witnesses as to Malcolm G. and Dan D. Davenport- Parties of the First Part
Davenport and Luther M. Davenport

Q. E. Deely, Jr.
J. M. Spalding
Witnesses as to Constance D. Doely S. H. Kress and Company
Signed, sealed and delivered By S. H. Kress
in the presence of: Vice-President
E. F. Clapp E. F. Palmer
Hahn Nevak Asst. Sec'y. Party of the Second Part.



Witnesses as to party of the Second Part.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE) ss

PERSONALLY APPEARED before me Estes Howell and made oath that he saw the within named Malcolm G. Davenport and Luther M. Davenport sign, seal and as their act and deed deliver the within written instrument, and that he with Belle Waters witnessed the execution thereof.

Sworn to before me this 14 day of August, 1929

E. H. Bearden L.S. Estes Howell
Notary Public for S. C.

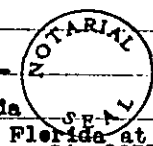


STATE OF FLORIDA,
COUNTY OF Dade.

PERSONALLY appeared before me Q. E. Deely Jr. and made oath that he saw the within named Constance D. Doely, as guardian for Martha Davenport and Dan D. Davenport sign, seal and as her act and deed deliver the within written instrument, and that he with J. M. Spalding witnessed the execution thereof.

Sworn to before me this 23rd day of July, 1929

Edith H. Watkins L. S. Q. E. Deely Jr.
Notary Public for Florida



Notary Public, State of Florida at Large.
My commission expires Aug. 24, 1931

STATE OF NEW YORK,)
CITY OF NEW YORK) ss

PERSONALLY appeared before me E. F. Clapp and made oath that he saw the Vice President of S. H. Kress and Company, sign the within written instrument and that he saw the corporate seal of the said Company affixed thereto and also that he saw F. E. Palmer, Assistant Secretary of said corporation attest the same, and that deponent, with Jehn Nevak witnessed the execution and delivery thereof, as the act and deed of the said corporation.

Sworn to before me this 19 day of Sept, 1929. E. F. Clapp

Harold F. Cunningham Harold F. Cunningham
Notary Public for New York Notary Public, Kings County



Kings Co. Clk's No. 446 Reg. No. 1048

N. Y. Clk's No. 161 Reg. No. 10136

Certificate filed in Ulster Co.

Commission Expires March 30, 1931

Stamps \$48.00

Recorded September 27, 1929 at 11:15 A.M.

END OF DOC