

- Lease -

Lease covering premises known as 12-14 North Main, Greenville, S. C.

This Indenture of Lease, made and entered into this 29th day of August, A. D. 1929, by and between J. Frank Hunt and South Carolina National Bank, of Greenville, South Carolina, County of Greenville, Trustee for grandchildren of J. M. Norwood, hereinafter called the lessor party of the first part, and J. C. Penney Company a Corporation existing under the laws of the State of Delaware, hereinafter called the lessee party of the second part,

Witnesseth:

That the lessor for and in consideration of the covenants, conditions, agreements and stipulations of the lessee hereinafter expressed, does hereby demise and lease unto the lessee:

All that certain lot or parcel of land together with building situate and lying and being in the County and State aforesaid, in the Second Ward of the City of Greenville, on the east side of North Main Street in the block bounded by Main, Coffee, Brown and Washington Streets, and having the following metes and bounds according to a re-survey and plat made by A. C. Dalton, C. E. May 1924, to-wit:

Beginning at a point on the east side of North Main Street in the center of an eight-inch brick wall, which point is one hundred ten (110) feet, one (1) inch from the southeast corner of North Main Street and Coffee Street, and running thence through the center of said eight-inch brick wall S. 70-10 E. seventy-nine (79) feet, eight (8) inches to a point in said wall, thence north 19-50 E. four (4) inches through said wall to a point on the northern face of said wall where a new wall adjoins said wall, thence along the north side of the said new wall S. 71-00 E. forty (40) feet, two and one-half (2 1/2) inches to an angle in said wall, thence S. 71-03 E. one hundred five (105) feet, five (5) inches to a point on the west side of Brown Street, which point is one hundred seven (107) feet, seven and one-half (7 1/2) inches from the southwest corner of Brown and Coffee Streets,

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Parties

Condition of Premises

Rental

thence along the western side of said Brown Street S. 19-30 E. sixty-one (61) feet, four (4) inches to a point on said Brown Street at the northern side of an alley, which point is seventy-four (74) feet, two (2) inches from the northwest corner of Brown and Washington Streets; thence with the northern side of said alley N. 69-20 E. one hundred thirty (130) feet, nine and one-half (9 1/2) inches to a point on side alley; thence N. 20-41 E. along the western side of a wall, twenty-four (24) feet to an angle in said wall; thence along the southern side of the wall and the northern side of another wall N. 70-24 E. ninety-five (95) feet, four (4) inches to a point on Main Street at the northeast corner of a wall, which point is thirty-three (33) feet from the point of beginning, thence with the eastern side of North Main Street N. 20-00 E. thirty-three (33) feet to the point of beginning; and being the identical lots conveyed to me by M. Bates on March 12, 1919, deed to which is recorded in A. M. C. Office for Greenville County in Vol. 44, page 435;

To Have and To Hold the said premises, together with the appurtenances, rights, privileges and easements thereto belonging or appertaining unto the said lessee from the 1st day of February, A. D. 1930, for, during and until the 31st day of January, A. D. 1950, a term of twenty years.

The above described premises shall be delivered to the lessee on the date above specified for the beginning of the term of this lease, with the improvements thereon in their present condition, together with the alterations and improvements to be made, if any before the beginning of said term.

In consideration of the demise and leasing of the premises aforesaid by said lessor, the lessee covenants, stipulates and agrees to pay to the lessor as rental for said demised premises herein above described, the sum of Six Thousand Dollars per annum payable in sums of Five Hundred Dollars per month, monthly in advance, on the first day of each month during the continuance of the term of this lease.

In addition to the annual rental payments provided for in this lease, Lessee agrees to pay the Lessor the following

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