

State of South Carolina,
County of Greenville.

L E A S E

MEMORANDUM OF AGREEMENT made at Greenville, S. C., this the 25th day of July, 1933, by and between D. W. Payne, party of the first part, hereinafter called the Lessor, and Dixie Stores, Inc., party of the second part, hereinafter called the Lessee,

WITNESSETH:

The Lessor has leased to the Lessee and the Lessee has leased of the Lessor that portion of a building owned by the Lessor on the corner of Cedar Lane Road and Woodside Avenue, near the City of Greenville, S. C., now occupied by the Lessee, being the grocery store located on the first floor.

The price agreed upon to be paid by the Lessee and accepted by the Lessor is Thirty (\$30.00) Dollars per month for a period of one year, commencing September 1, 1933, the first payment to be due on October 1, 1933, and being the rent for the month of September 1933, and monthly thereafter on the first of each and every month. The Lessor grants to the Lessee an option of an additional two years lease on the same terms as above stated, but should it desire to exercise this option, it is to advise the Lessor in writing ninety (90) days before the expiration of the one year period.

It is understood and agreed that the Lessee is to pay all water bills and light bills for all water and electric current used by the occupants of the property herein leased.

It is understood and agreed that the Lessee is to maintain the building in as good condition as it now is and is to pay for all necessary repairs, ordinary wear and tear excepted, and that the lessor is not to be responsible for any damage caused by leakage or other causes.

This lease is not to be assigned without the consent of the Lessor. It is further agreed that should the Lessee fail to pay the rent when due that upon being ten days in arrears, the Lessor at his option may cause this lease cancelled and terminated, or he may consider that the full amount of the lease is then due and payable, notifying the Lessee of which option he selects. The Lessee agrees to peaceably surrender possession of the premises upon any default by it of the terms of this lease.

In Witness whereof the above named parties have hereunto set their hands and seals this the day and year above written, binding themselves, their heirs, executors, administrators, and assigns to the faithful performance of same.

Witnesses:

E. R. Parker.

E. W. Singleton.

State of South Carolina,
County of Greenville.

D. W. Payne (L. S.)
Lessor.

Dixie Stores (L. S.)
Lessee

Per: M. S. Merritt

Personally appeared before me E. W. Singleton who, being duly sworn, says that he saw the within named D. W. Payne and M. S. Merritt of Dixie Stores, Inc., sign, the within written lease, and that he with E. R. Parker, witnessed the execution thereof.

Sworn to before me this

E. W. Singleton.

24 day of July, 1933.

J. B. Hall (L. S.)

Notary Public for Sou. Car.

S. C. Stamps \$0.16

Recorded this the 25th day of July, 1933, at 10:20 A. M.