

South Carolina
Greenville County.

This Indenture made this 4th day of April, A. D. 1936, between Anna C. Johnson of Greenville County, South Carolina, and hereinafter called the Lessor, which expression shall include her heirs and assigns where the context so requires or admits, of the one part; and S. R. Wallace of Burke County, North Carolina, hereinafter called the lessee, which expression shall include his executors, administrators and assigns, where the context so requires or admits, on the other part.

Said lessor doth hereby lease and demise unto the said lessee a certain store building, including the first and second floors thereof, at 34-36 Pendleton Street in the City of Greenville; South Carolina, and now occupied by Johnson's 5 & 10 Store.

To hold the premises hereby demised unto the lessee his executors, administrators and assigns from the 15th day of May, 1936, to the 15th day of May, 1938, with privilege of renewing said lease for a further period of three (3) years, at option of lessee. Yielding and paying therefor during said term rent as follows:

For the first two (2) years beginning on the 15th day of May, A. D. 1936, the sum of One hundred and forty dollars (\$140.00) per month, payable on the first of each month thereafter; for the three additional years the monthly rental shall be one hundred and fifty dollars, (\$150.00) payable on the first of each month. It is understood and agreed that if a heating plant is installed in said building by said lessee, his heirs and assigns, the said monthly rental shall be one hundred and fifty dollars (\$150.00) per month during the three (3) years optional period as aforesaid, if however, said heating plant is not installed, then and in that event the monthly rental for said period shall not exceed the sum of One hundred and Fifty five dollars, (\$155.00) per month payable monthly.

And the said lessor covenants with the said lessee that the said lessee, his heirs and assigns, on paying the monthly rent and performing the said covenants on his part, shall and may peaceably and quietly have, hold and enjoy the demised premises during the terms aforesaid.

And it is further agreed between the lessor and the lessee, that in case the building erected on the premises hereby demised shall be partially damaged by fire, the same shall be repaired as soon as possible at the expense of the lessor; and in case the damage shall be so extensive as to render the building untenable, the rent shall cease unto such time as the building shall be put in complete repair; but in case of the total destruction of the premises by fire or otherwise the rent shall be paid up to the time of such destruction and then and from thence forth, at the option of said lessee, this lease shall cease and come to an end; It is agreed that the lessor shall keep said building in good condition and repair at all times. If the lessee shall neglect to make any payment of rent when due, or shall neglect to perform any condition herein on his part for the term of thirty (30) days after said lessor shall have given him notice of such neglect, said lessor may enter the premises and expel said lessee therefrom without prejudice to other remedies.

It is further agreed by and between said lessor and said lessee, their heirs and assigns, that any and all fixtures which may be placed or installed in said building by said lessee whether or not attached to said building, shall be and remain the property of said lessee and when said lease shall terminate said fixtures may be removed therefrom; provided that if upon removal of any such fixtures any injuries shall be done to the building, the lessee shall make suitable repairs. It is further understood and agreed by and between the parties hereto, that any assignment of this lease by said lessee shall be without recourse.

In Witness whereof, the parties hereto have hereunto set their hands and seals in duplicate on the day and year first above written.

The name Annie changed to Anna before the signing of these papers.

Janie W. Goldsmith
Witness
J. C. Plowden
Witness.

AC.J.
S. R.W.
Anna C. Johnson (Seal)
S. R. Wallace, (SEAL)

South Carolina,
Greenville County.

Personally appeared before me J. C. Plowden who being duly sworn, says that he saw the within named Anna C. Johnson, and S. R. Wallace, sign, seal, and as their act and deed, deliver the foregoing instrument for the purposes therein mentioned, and that he, with Janie W. Goldsmith, witnessed the execution thereof.

Subscribed and sworn to before me
this 4th day of April, 1936.

J. C. Plowden.

Wm. Goldsmith (SEAL)
Notary Public for S. C.

S. C. Stamps \$1.36

Recorded this the 9th day of April, 1936, at 5:45 P. M. #4101.