

J. W. Chandler, H. D. Chandler, and R. V. Chandler, as Executors of the Estate of S. V. Chandler, deceased, sign, seal and, as their act and deed, deliver the within written Deed for the uses and purposes therein mentioned, and that he with C. G. Wyche, witnessed the execution thereof.

Sworn to before me this 18th day of December, 1936

C. G. Wyche (L. S.)

A. F. Burgess,

Notary Public of S. C.

S. C. Stamps \$4.00

U. S. Stamps \$2.00

Recorded this the 14th day of January, 1938 at 8:40 A. M. #529 BY:E.G.

329 *****
STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

AGREEMENT.

THIS AGREEMENT entered into this 3rd day of November, 1937, between J. P. Williamson and M. S. Merritt (hereinafter referred to as the Lessor), and DIXIE STORES, HOME (hereinafter referred to as the Lessee),

WITNESSETH:

In consideration of the payments made and to be made as hereinafter provided, the Lessor does hereby lease and demise unto the Lessee brick warehouse and office building located on West side of Hudson Street 100 feet by 200 feet.

To Have and to hold unto said Lessee for and during the period beginning 1st day of January, 1938, and ending at midnight on the 31st day of December, 1947, for the purpose of conducting thereon a general merchandising business.

In consideration of the premises the Lessee agrees during the continuance of this lease to pay the Lessor a rental of Three Hundred (\$300.00) Dollars per month, such payment to be made on or before the sixth of the month following that for which said rent is due.

The Lessee covenants and agrees with the Lessor:

(1) That it will make at its own expense all necessary alterations not otherwise provided for herein.

(2) It will not permit the leased premises to be so used as to render void or voidable any policies of insurance against fire.

(3) That at the expiration of this lease it will deliver up the premises in as good condition as they shall be at the beginning of said lease, reasonable wear and tear along excepted.

The Lessor covenants and agrees with the Lessee:

(1) That on or before the _____ day of _____ 19____, he will make repairs and alterations to the demised premises as follows:

(2) That from time to time he will make such repairs as are reasonable necessary to keep the leased premises in first-class tenantable condition, including such repairs as may become necessary as the result of fire, windstorm or robbery. Should the Lessor fail to make such repairs within ten days after written demand by the Lessee, the Lessee shall have the right to have the same made and deduct the costs thereof from the rental hereunder.

(3) That during the life of this agreement, or any renewal thereof, he will not lease, rent, or permit to be occupied and used as a store in which groceries are sold at retail, any premises owned or leased by him within five hundred feet of the premises hereby demised.

It is mutually covenanted and agreed:

(1) That the breach of any of the covenants herein contained shall give the aggrieved party, in addition to other remedies provided by law, the right to terminate and cancel this lease.

(2) That any fixtures placed upon the demised premises by the Lessee shall remain its property, and it shall have the right to remove the same upon vacating said premises.

(3) If the demised premises are damaged by fire or other cause, they shall be promptly repaired by the Lessor, and the rent or a proportionate part thereof, shall be abated until the premises have been restored. In the event of total destruction or damage, rendering the premises unfit for occupancy, the Lessee shall have the option of terminating the lease or continuing the same with abatement of rent as above provided.

(4) If, after the execution of this agreement, there should be levied by any branch of the Government taxes or license fees exceeding the existing taxes and license fees so as to make the operation of the Lessee's business unprofitable, said Lessee shall have the right to terminate this lease by giving the Lessor thirty days' written notice of intention to cancel.