

## TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA )  
 COUNTY OF GREENVILLE )

LEASE OF STOREROOM.

THIS AGREEMENT entered into this the 1st day of January, 1937, by and between E. M. Wharton, hereinafter called the Lessor, and Ashmore's Pharmacy, Inc., a corporation organized and existing under the laws of South Carolina, hereinafter called the Lessee, WITNESSETH:

The Lessor does hereby lease unto the Lessee for the purpose of operating a retail drug store the Northern half of the main floor of the Cushman Building, No. 228 North Main Street, Greenville, S. C., for the term of five (5) years, commencing January 1, 1937 and ending December 31, 1941; and Lessee hereby agrees to pay to the Lessor a rental of One Hundred and Seventy-five Dollars (\$175.00) per month during the calendar year 1937, Two Hundred Dollars (\$200.00) per month during 1938, and Two Hundred and Fifty Dollars (\$250.00) a month for the years 1939, 1940 and 1941, same being payable monthly in advance.

To have and to hold the said premises and its appurtenances unto the said Lessee, its successors and assigns, for the said term.

The Lessee agrees to take the premises as they now stand and the Lessor is to be under no obligation to make repairs except to keep the roof tight. No alterations are to be made by the Lessee of a structural nature without the written consent of the Lessor but the Lessor hereby agrees that the Lessee may change the store front as it sees fit and may install air conditioning equipment.

The Lessee agrees to pay one-half the cost of coal for the Cushman Building and one-half the janitor's service for looking after the furnace; and the Lessee will put in a separate meter and pay its own water bills. The Lessee agrees to make good all breakage of glass and other damages done to the premises during the term, except such as are produced by fire, natural decay, the act of God, or other casualty, In the event that the premises should be more than fifty per cent (50%) destroyed by fire or other casualty, the happening of such event shall terminate this lease without liability on the part of either party; and if the damage to said premises should be less than fifty per cent (50%) the Lessor agrees to restore the same within a reasonable length of time, and the rent shall abate during the period of restoration. Cost of replacing equipment and betterments added to the building by the Lessee in the event of casualty shall be borne by the Lessee.

If the rent at any time should be in arrears for more than one (1) month, the Lessor at his option may terminate this lease.

Done in duplicate at Greenville, S. C., the day and year first above written.

In the presence of:

Carl Luxenberger  
 Jas. H. Woodside

E. M. Wharton (SEAL)  
 ASHMORE'S PHARMACY, INC. (SEAL)  
 By Jno. D. Ashmore  
 President

STATE OF SOUTH CAROLINA  
 COUNTY OF GREENVILLE.

Personally appeared before me Jas. H. Woodside who on oath says that he saw E. M. Wharton sign, seal and as his act deliver the within lease, and that he saw Ashmore's Pharmacy, Inc. by John D. Ashmore, its President, sign, seal, and as the act of said corporation deliver the within lease, and that he with Carl Luxemberger witnessed the due execution thereof.

Sworn to before me this 25th  
 day of Nov., 1938.

J. C. Nelson, (SEAL)  
 Notary Public for S. C.



Jas H. Woodside

S. C. Stamps \$5.40

Lease Recorded this the 25th, day of November 1938, at 12:07 P.M. BY:N.S.