

TITLE TO REAL ESTATE

to the termination of the first term hereinabove provided for, and, provided, further, that the rental to be paid during such additional term shall be the same as hereinabove provided, with the exception that the semi-annual rental, as above provided, shall be increased from Two Hundred and Eighty-five (\$285.00) Dollars to Four Hundred and Fifty (\$450.00) Dollars, and the terms and provisions of this lease will remain the same excepting that there shall be no additional option to rent and that the option to purchase during this second term or extended term shall be at the cash price of Twelve Thousand Five Hundred (\$12,500.00) Dollars, and conditioned upon notice being given to the lessor by the lessee of his intention to exercise this option to purchase not later than ninety (90) days prior to the end of said extended term.

7. The lessee, in taking the leased premises, takes the same subject to such rights, claims, and demands as the present tenants upon said premises may be entitled to enforce against the lessor. Anything in this agreement to the contrary notwithstanding, the lessee may sub-rent any part of said property to any of the present tenants without any further permission from the lessor.

8. It is further understood and agreed that in the event the option to purchase is exercised during either of the terms hereinabove referred to, (a) there shall be incorporated into the transfer of said property to the purchaser a restrictive covenant to run with the land prohibiting its use during the period of the then next fifteen (15) years in the manufacture, sale or distribution of ice and during 1940 and 1941 in the distribution of coal; (b) that the lessee shall give the lessor thirty (30) days notice of the time at which the transfer will be made and purchase price will be paid; and (c) the title to be made to the lessee shall be in fee simple and free of all encumbrances.

9. In the event the lessee shall at any time be in default in the performance of any obligation herein provided to be performed on his part, and remain in default therein for a period of thirty (30) days after notice given to him to cure such default, then and in any such event the lessor shall have the right, at its option, to immediately terminate the term for which said property is then leased, and all rights of the lessee hereunder shall thereupon be ended.

10. Any notice herein provided to be given to the lessor shall be deemed given when deposited in the United States Mail, with sufficient postage attached to be transmitted by registered mail to the lessor, and addressed to the lessor, at Greensboro, North Carolina; any notice herein provided to be given to the lessee shall be deemed given when deposited in the United States Mail, with sufficient postage attached to be transmitted by registered mail to the lessee, and addressed to the lessee, at Greenville, South Carolina.

11. The lessee is to have the right to arrange with the C. & W. C. Rwy. Company for a siding along the right-of-way of the siding heretofore located for serving this property and use such of this one so heretofore located as may be the property of the lessor. Such arrangement and agreement with said Railway Company shall in no wise obligate the lessor for any part of the installation or maintenance of such siding.

The real estate hereinabove referred to is described as follows, to-wit:

All that certain lot or parcel of land situate, lying and being in the Fourth Ward of the City of Greenville, South Carolina, on the West side of Boyce Street (formerly Gas Street), and having, according to plat made by Dalton & Neves, Engineers, May, 1927, the following metes and bounds, to-wit: Beginning at an iron pin on the West side of Boyce Street, corner of Parker property, and running thence with Boyce Street N. 6.40 E. one hundred fifty-nine and two-tenths (159.2) feet, more or less, to an iron pin in the Southern line of right-of-way of C. & W. C. Rwy. Co., thence in a Southwesterly direction with the said Southern line of the right-of-way of the C. & W. C. Rwy. Co. three hundred fifty-five and three-tenths (355.3) feet, more or less, to an iron pin, corner of Camperdown Mills property, thence with line of Camperdown Mills S. 57.25 E. seventy-four (74) feet to an iron pipe, thence S. 69.55 E. eighty-one (81) feet to an iron pipe, thence N. 87.30 E. one hundred seventy-seven and five-tenths (177.5) feet to an iron pin, the point of beginning, the same being parcel No. 8, as described in the deed from H. E. Bailey, Probate Judge as Special Referee, to the lessor herein, dated September, 1932, and duly recorded in the R. M. C. Office for Greenville County, South Carolina.

In witness whereof, the parties hereto have executed these presents in duplicate this 15th day of December, 1939.

Signed, sealed and delivered in the presence of:

J. R. Baker
Grace Grahl

As to Lessor.

Jno. R. Cheatham
Roy M. Gullick

As to Lessee

COLONIAL ICE COMPANY (SEAL)

BY: C. L. Stafford
ITS VICE PRESIDENT

LESSOR.

J. E. LIPSCOMB (SEAL)

LESSEE.

See Deed Book 271 Page 329
Cancellation of Instrument