

TITLE TO REAL ESTATE

any similar business, upon the premises hereby leased, or upon any other premises in the Town of Greer, this lease shall expire automatically on the 31st day of March, 1943, otherwise if the tenants are still engaged in the business which they are now operating, either upon the premises hereby leased or upon other premises in the Town of Greer, S. C., the said Tenants do hereby agree to exercise the option of extending this lease for an additional period of three years from and after March 31, 1943, upon the same terms as hereinabove set forth, and do hereby become bound to pay to the landlord the same rental as hereinabove set forth, for the full period of the three years covered by said extension, regardless of whether or not said Tenants shall occupy said premises during the entire extension period, or any portion thereof.

(5) It is further agreed that in the event the business is discontinued or the premises vacated before the expiration of this lease, then the full rental price for the whole of the unexpired term shall be immediately due and payable. In the event the Tenants, their heirs or assigns, go into bankruptcy, voluntary or involuntary, or are placed in the hands of a receiver, or make a general assignment of their property for the benefit of their creditors, or file a petition pursuant to any state or federal law for the extension of their debts, or for reorganization, or if their stock of goods, wares, and merchandise should be seized under attachment, execution, or other process, and such attachment, execution, or other process be not vacated or such property released within fifteen days, then, and in such an event, the Landlord shall have the right, at her option, to immediately terminate this lease and re-enter the demised premises and the full rental price for the unexpired term shall then be immediately due and payable.

(6) The Landlord agrees to repair the roofs should they leak. It is further understood and agreed that the roofs of said buildings are at present considered sound and the Landlord shall not be called upon to make inspection of or repairs to the roofs until notified by the Tenants of the necessity thereof and that the Landlord shall not pay any damage from leaks, should any occur. The Landlord shall not be called upon to make any repairs or alterations during the term of this lease.

(7) The Tenants agree to take the buildings just as they stand and to require of the Landlord the use of the premises for the business hereinafter mentioned, but no other. Use of the premises for any business other than herein called for shall cancel this lease, if the landlord so desires and gives ten (10) days notice of the same, in writing, at which time the full rental price for the whole of the unexpired term shall be immediately due and payable.

(8) The Tenants shall keep the buildings and premises in good order and repair during the term of the lease, and upon the expiration or termination of said lease shall deliver up the premises in as good condition as they were at the commencement of said lease, reasonable wear and tear along excepted.

(9) Should the buildings or any substantial part thereof be destroyed or so damaged by fire or other casualty as to be unfit for occupancy or use, the rent, or a fair and just proportion thereof, according to the nature and extent of the damage, shall be suspended and cease to be payable until the buildings are restored and made fit for occupancy and use. Should the buildings be totally or substantially destroyed by fire or other casualty so as to be totally unfit for occupancy or use, this lease shall be terminated at the election of either party, notice thereof being given to the other party.

(10) The Tenants agree to make no repairs, improvements, or alterations to the premises without the written consent of the Landlord, nor shall the Tenants assign this lease or sublet the premises or any part thereof without the written consent of the Landlord.

(11) It is understood and agreed that the Tenants will use said premises for the operation thereon of a grocery store and meat market and kindred lines of goods and merchandise, for retail.

(12) It is agreed that the Tenants reserve the right and privilege after payment of the rent at the expiration of the lease of removing any and all trade fixtures and other fixtures of a similar nature which may be installed by and at the expense of the Tenants.

(13) The Tenants are hereby given the privilege to erect, maintain and use any signs on the leased premises, including hanging or extension electric signs, the supports of which may be attached to the upper or other part of the building of which the premises leased are a part; provided, that the same shall comply with the laws, ordinances, and regulations applicable thereto, of the city, county, and State in which the leased premises are situated. The Landlord covenants to cooperate with the Tenants for the purpose of obtaining any permit, license, or consent that may be necessary for the erection and maintenance of such signs.

(14) The Landlord covenants and agrees that the Tenants, upon paying the rent herein reserved, and upon performance of the covenants and agreements herein provided to be observed and performed by them, shall peaceably and quietly hold and enjoy the demises premises for the term aforesaid.

(15) The Tenants hereby agree to let the following equipment stand as security for guarantee of the rent hereinabove stipulated;

2 ten feet Ketch Meat display counters, 1 Seeger meat cooler, 1 Hobart sausage grinder, and 1 McKester Cash register.

(16) It is understood and agreed that in the event the Tenants discontinue operation of their business upon the premises hereby leased, but shall be liable, under the terms and provisions of this lease, for the payment of the rental thereafter until the expiration of this lease, or of