

## TITLE TO REAL ESTATE

THIS LEASE made the 21st. day of January, Nineteen Hundred and Forty-one (1941), between PAUL BROWNING, residing in the City of Greenville, County of Greenville, State of South Carolina, herein designated as "the Landlord".

LANDLORD

- A N D -

W. T. GRANT COMPANY, a Massachusetts corporation, licensed to do business in the State of South Carolina and having a business office at No. 1441 Broadway, Borough of Manhattan, City and State of New York, herein designated as "the Tenant".

TENANT

## W I T N E S S E T H:

That, in consideration of the rent herein reserved and of the covenants and provisions herein contained and of other valuable considerations duly paid, the Landlord has and by these presents does demise unto the Tenant and the Tenant has and by these presents does hire from the Landlord, all that certain plot or parcels of land with the building and improvements thereon erected, known by the STREET NOS. 101-103-105-107 NORTH MAIN STREET, IN THE CITY AND COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA, and which said plot of land is bounded and described as follows:

BEGINNING at the corner formed by the intersection of the westerly side of North Main Street and the northerly side of West Coffee Street and running thence northerly, along the westerly side of North Main Street, seventy-six (76) feet; thence westerly, at an interior angle with the last course  $89^{\circ}50'$ , one hundred and angle with the last course of  $89^{\circ}50'$ , one hundred and twenty (120) feet to the easterly side of a public alley; thence southerly, along the easterly side of said public alley, seventy-six (76) feet to the northerly side of West Coffee Street; and thence easterly, along the northerly side of West Coffee Street; one hundred and twenty (120) feet to the westerly side of North Main Street, at the point or place of beginning.

ALL as more specifically shown upon a survey dated November 8th. 1940, made by Dalton & Neves, Registered Engineers, and intended to be deemed a part hereof, a print or which, signed for identification by the parties, is annexed hereto.

BEING the same premises now in the possession of the Tenant, as demised or intended so to be, by that certain lease dated July 31st. 1919, made by Mamie P. Browning, as Lessor, to said W. T. Grant Company, as Lessee.

TOGETHER with the appurtenances and privileges thereunto belonging or in any wise appertaining, including the exclusive use by the Tenant, at its expense, or so much of the space under the sidewalks of North Main Street, West Coffee Street and under the public alley adjoining on the west as may from time to time be permitted by the ordinances and regulations of said City of Greenville, and also all right of access to and ways over said streets and alley, and also all of the Landlord's easements appurtenant to or used in connection with the demised premises or any part thereof.

There is included in this demise the right to use, for any purposes in connection with the Tenant's business, an alley which runs along the entire westerly side of the demised premises and to the south thereof to West Coffee Street. The Landlord warrants that said alley shall remain open to a uniform width of at least nine (9) feet throughout the demised term and shall be kept in good and serviceable condition without expense to the Tenant. The Landlord covenants that the Landlord will not take or consent to any action or proceeding which might result in the closing of said alley or in the reduction of the present width thereof or in any interference with or termination of such use thereof and access thereby to West Coffee Street, without the prior written consent of the Tenant, and that unless the Tenant shall so consent, the Landlord will after notice oppose any such action or proceeding without expense to the Tenant.

This demise includes and the Landlord hereby assigns, transfers and sets over unto the Tenant, for and during the term hereof, all of the rights by none of the obligations or liabilities of the Landlord of, in and to the wall along the entire northerly side of the demised and all claims, now accrued or to accrue during the term hereof, against the premises adjoining on the north and the owners thereof with respect to said wall, subject only to the existing rights in said wall in favor of the premises adjoining on the north and the owners thereof.

The Landlord warrants that no rights now exist in said wall except such as may exist under that certain instrument, dated March 18th. 1905 and recorded in the Office of the Register of Mesne Conveyance for Greenville County, South Carolina, in Volume JJJ, Page 439, and that no claims now exist against the demised premises in favor of the premises adjoining on the north or the owners thereof, arising out of the use of said wall or any repairs thereto or any replacements thereof, which have not been paid in full.

The Landlord warrants that the Landlord will not consent to the altering, abridging or enlarging, in any manner or to any extent, of the existing rights in said wall, without the prior written consent of the Tenant.

FOR THE TERM OF THIRTY (30) YEARS, beginning on the 1st. day of April, 1941 and continuing to and including the 31st. day of March, 1971.

YIELDING AND PAYING therefor to the Landlord fixed rent in the amounts, at the time and in the manner set forth, providing and reserved in that certain lease bearing even date herewith, duly executed by the parties thereto and hereto and duly delivered simultaneously herewith and subject in all respects to and upon all of the other covenants, provisions, agreements and conditions contained in said lease of even date, which said lease is incorporated herein by reference as fully as if the whole thereof were herein fully set forth.

The covenants, provisions, agreements and conditions set forth in said lease of even date include, among others, the following:

The manner in which there shall be erected by the Tenant upon the plot of land thereby demised a building for the Tenant's use and occupancy; the amount which the Landlord shall contribute towards the cost of said work and the time and manner in which said contribution shall be made; the conditions precedent upon which said lease of even date may be assigned or the premises thereby demised may be sublet; the rights of the respective parties in the event all or any part of the demised premises may be taken under the exercise of the power of eminent domain; the obligation of the Landlord to repair or rebuild and restore the building then upon