

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

L E A S E

This Agreement made and entered into this 20th day of April, 1942, by and between Mabel Newton Turrentine, hereinafter referred to as Lessor, and Smith Dray Line, hereinafter referred to as Lessee,

W I T N E S S E T H :

In consideration of the payments made and to be made by the Lessee hereinafter provided and of the covenants by the Lessee hereinafter set forth, the Lessor does hereby lease and demise unto the Lessee all that certain parcel of land situate on the East side of Markley Street, in the City of Greenville, fronting thereon 115 feet and running back to a railway right-of-way, together with the warehouses and other improvements located thereon.

TO HAVE AND TO HOLD unto the Lessee for and during the term of twelve years, commencing May 1, 1942, and ending April 30, 1954, for the use and purpose of operating therein and thereon a general storage, hauling, transport and warehouse business, reserving and paying unto the Lessor the rental hereinafter provided.

The Lessee does hereby covenant and agree to pay to the Lessor a rental of Three Hundred Fifty (\$350.00) Dollars per month throughout the term of this lease, said rental to be paid monthly in advance beginning May 1, 1942.

It is understood and agreed by the parties hereto that no alterations or changes will be made in said premises by the Lessee so as to impair the structural strength of the building, nor shall any alterations or additions to said building be made without the approval of the Lessor, provided, however, the Lessor does hereby give to the Lessee the right and privilege at all times during this lease, or any renewal thereof, to install and construct, at its own expense, such trade fixtures as may be necessary to the proper conduct of its business, and upon the termination of this lease the right to remove from said premises all such trade fixtures which it may have installed at its expense, provided that all rent which has accrued up to the date of said removal has been paid.

The Lessee agrees to pay all water, gas, power and electric light charges for all water, gas, power and electric lights used on said premises during its occupancy hereunder, and shall heat the premises at its own expense.

The Lessee does hereby covenant and agree that it will not assign this lease nor sublet the whole of said premises, or any part thereof, without the consent in writing of the Lessor; that it will use said premises for the purpose of conducting therein and thereon a general storage, hauling, transport and warehouse business, and for no other purpose, and will not do or permit to be done on said premises anything which may render void or voidable any policy for insurance of said premises against fire, nor which may render any increase or extra premium payable for such insurance; that the Lessee covenants that it will keep the demised premises in good condition, and that it will repair, at its own expense, any breakage of glass or other damages done to said premises, and, at the expiration of the term of this lease, it will deliver up said premises in as good condition as they were at the beginning of said term, reasonable wear and tear excepted.

It is further agreed that the Lessor will, during the term of this lease, pay all taxes on the real estate and improvements located on said property, all premiums of insurance carried on the said improvements, and, at her own cost and expense, keep in repair the roof and outside walls of said demised premises, except that, should any damage be done to said roof and outside walls of said premises by the Lessee, then the Lessee shall repair said damage at its expense.

Should the building on said premises be destroyed or so damaged by fire as to be rendered unfit for occupancy, the rent herein provided, or a proportionate part thereof, shall be abated until said premises shall be restored by the Lessor, or this lease may, at the option of the Lessor, be declared terminated.

In the event of the bankruptcy of the Lessee, or in the event it should be placed in the hands of a receiver, or should make an assignment for the benefit of creditors, the Lessor may, at her option, declare this lease immediately terminated and may take possession of the premises.

Should the Lessee fail to pay any installment of the rent provided herein within fifteen days after the same shall become due, or fail to perform any of the covenants and agreements herein contained, the Lessor may, at her option, either declare the rental for the entire term immediately due and payable and proceed to collect the same or may declare this lease terminated and take immediate possession of the premises, collecting the rental up to the retaking of such possession.

In Witness whereof, the parties hereto have hereunto set their hands and seals, this the day and year first above written.