

## TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

THIS AGREEMENT MADE this September 29, 1945, by and between G. F. Norris, Greenville, S. C. - and Estate of Anthony Foster McKissick, deceased, by Margaret Smyth McKissick, Ellison S. McKissick and Jean R. McKissick, Trustees; Greenville, S. C., parties of the first part, hereinafter referred to as the lessors, and Easterby Motor Company, Inc., party of the second part, hereinafter referred to as the lessee,

W I T N E S S E T H:

The lessors do hereby lease unto the lessee, and the lessee does hereby accept, the following described premises situate in the City of Greenville, County of Greenville, State of South Carolina:-

The first, second, and third floors of the premises known and designated as Nos. 104 and 106 West North Street.

Part of the one story brick building on Laurens Street, adjoining room leased to Texas Company.

TO HAVE AND TO HOLD the above described premises for and during the term beginning January 1, 1946, and ending December 31, 1950.

The lessee does hereby agree to pay unto the lessors for and during the said term a rental of Four Hundred (\$400.00) Dollars per month, payable monthly in advance, on the first day of each month beginning January 1, 1946. Should any monthly installment of rent be past due and unpaid after the tenth day of the month, the lessors may at their option declare this lease terminated and enter and take possession of said premises, and after five days notice in writing mailed to the lessee or delivered to it at said address, the rent still remaining in default, declare the rental for the entire unexpired term immediately due and payable and proceed to collect the same.

Should the building, or any substantial part thereof, be destroyed or so damaged by fire as to be unfit for occupation 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 building is restored and made fit for occupation and use. Should the building be totally or substantially destroyed by fire so as to be totally unfit for occupation or use, this lease shall terminate at the election of either party, notice thereof being given to the other party.

The lessors shall keep the outer walls, plate glass windows and roof of the building in proper and substantial repair. The lessee shall keep the interior of the premises in good order and repair, including heating and sprinkler apparatus, and all pipes, wires, and fixtures, and elevator, including all parts pertaining thereto. Upon expiration or termination of this lease the lessee shall deliver up the premises in as good condition as they are at the commencement of the term, reasonable wear and tear alone expected.

The lessee shall not assign this lease nor any interest therein nor sublet the premises hereinabove described, nor any portion thereof, nor make any alterations in the premises, without the prior consent in writing of the lessors. In the event of violation of any of these provisions or in the event of the appointment of a receiver of the property of the lessee, or in the event it should be adjudged bankrupt, the lessors may declare this lease terminated and take immediate possession of the premises.

IN WITNESS WHEREOF, lessor and lessee have hereunto subscribed their names the day and year first above written.

J. C. Hopkins

Keels M. Nix.

G. F. Norris

(SEAL)