

TITLE TO REAL ESTATE

THIS INDENTURE OF LEASE made the 16th day of December, 1946 by and between R. J. WILLIMON and Mary R. WILLIMON, his wife, residing at Greenville, South Carolina, and K. S. CONRAD, and Ona B. CONRAD, his wife, residing at Greenville, South Carolina, parties of the first part hereinafter sometimes for convenience collectively referred to as "landlord" and S. H. KRESS AND COMPANY, a New York corporation having its principal place of business at 114 Fifth Avenue, New York City, New York, party of the second part, hereinafter sometimes for convenience referred to as "tenant".

WITNESSETH:

That the landlord hereby grants, demises and leases unto tenant and tenant hereby hires and takes from the landlord for the consideration and upon the terms and conditions herein set forth the following described real property together with the buildings and improvements thereon and the appurtenances thereunto belonging, situate, lying and being in the City of Greenville, County of Greenville, South Carolina, described as follows:

BEGINNING at a point in the easterly side of Pendleton Street distant 89.9 feet from the intersection of the easterly line of Pendleton Street with the westerly line of Augusta Street, as prolonged; running thence northeasterly 72 feet to a point in the westerly line of Augusta Street, which point is 90 feet from the intersection of the westerly line of Augusta Street with the easterly line of Pendleton Street as prolonged; running thence southeasterly along the westerly line of Augusta Street 97 feet 11½ inches; running thence westerly 118 feet 6 inches to a point in the easterly line of Pendleton Street distant 165.8 feet south from the intersection of the easterly line of Pendleton Street with the westerly line of Augusta Street as prolonged; running thence northerly along the easterly line of Pendleton Street 75 feet 9 inches to the point or place of beginning.

Landlord covenants and represents that there are no party walls or party wall agreements affecting the premises hereby leased.

TO HAVE AND TO HOLD the same with the improvements thereon and the appurtenances thereunto belonging unto the tenant, its successors and assigns for and during the term of fifteen (15) years commencing on the date of delivery by landlord and acceptance by tenants of all of said premises above described after the new building has been erected thereon by landlord as hereinafter provided but not earlier than January 1, 1950 and ending fifteen (15) years from the date of such delivery by landlord and acceptance by tenant.

Landlord covenants and agrees with tenant and tenant has accepted this lease on the stipulation that landlords will at their own sole cost and expense erect a new building on the premises hereby demised and deliver same to tenant by January 1, 1950 or as soon as reasonably possible thereafter. Said new building shall be a two story and basement building with a mezzanine and air conditioned first floor and shall cover said entire demised premises with the exception of such areas as tenant shall deem advisable. The second floor of said building shall be reserved by landlord and is not included in this lease. Necessary space for two stairways for ingress and egress to and from said second floor space is hereby likewise reserved by landlord one at the southerly corner of the premises on Pendleton Street and one at the northerly corner of said premises on Augusta Street. The width and location of said stairways shall be determined by tenant and shall be shown by tenant on the plans and specifications to be prepared by it as herein set forth provided that said stairway space shall be wide enough to satisfy building requirements. Anything to the contrary herein contained notwithstanding, thirty five hundred (3500) square feet in the basement where and as desired by tenant shall be the only space occupied by tenant in said basement and the balance of said space in said basement together with space for ingress and egress to and from said space shall be and hereby is reserved by landlord and shall not be and is not included in this lease.

In other words, the premises herein leased to tenant shall consist of the full first floor with mezzanine thereon (less necessary space for two stairways to the second floor where and as determined by tenant) and in addition to said first floor space thirty five hundred (3500) square feet in the basement.

Said building shall be constructed by landlord in accordance with the plans and specifications which will be prepared by tenant and delivered to landlord free of charge by not later than July 1, 1949. Landlord agrees to commence the erection of said building property after the receipt of the final plans and specifications for said new building and to complete said building by January 1, 1950 or as soon as reasonably possible thereafter.

Heating apparatus shall be installed by the landlord serving the premises herein leased solely and separately and independently of any other space in the building not herein leased to tenant, which heating apparatus shall be in the portion of the basement space reserved by the landlord and not herein leased to tenant or on the main floor of the building at the option of the tenant but the cost of operating said heating system serving tenant's premises including the cost of fuel shall be paid by tenant during the term of this lease. Tenant is hereby given the right of access to said heating plant if same is installed in the portion of the basement reserved by landlord.

For cancellation Agreement See Deed Book 415 Page 247. See Deed Book 413 Page 319. See Deed Book 415 Page 247. See Deed Book 413 Page 319.