

## TITLE TO REAL ESTATE

dition of said premises and building or the use of the same by the Lessee.

Should the building on said premises be destroyed or so damaged by fire as to be rendered unfit for occupancy, the Lessors agree to restore said building in substantially the same condition as before the fire, within a reasonable time, and the rent herein provided, or a proportionate part thereof, shall be abated until said premises shall have been restored by the Lessors.

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

It is understood and agreed that this lease shall not be assigned nor the premises, or any portion thereof, sublet without the written consent of the Lessors.

It is understood and agreed that the Lessee will pay all City, State and County taxes on the real estate and building hereby leased during the entire term of this lease. Taxes for that portion of the year 1946 which is covered by this lease, and taxes for that portion of the year 1956 which is covered by this lease shall be pro rated between the Lessors and Lessee so that the Lessee shall pay 1/6 of the City, State and County taxes for 1946 and 5/6 of the City, State and County taxes for 1956.

It is further understood and agreed that the Lessee will at its own expense carry fire and extended coverage insurance on the building hereby leased in the sum of \$15,000.00, and said insurance shall be payable to Lessors.

The Lessee covenants and agrees that it will deposit with the Peoples National Bank of Greenville, S. C. as escrow agent, cash or an United States Government Bond in the sum of \$10,000.00 as guarantee of the performance by the Lessee of all terms and conditions of this lease to be by it performed; and more especially to guarantee the payment of the rental herein above specified which is to be paid by Lessee.

It is understood and agreed that should the Lessee fail to pay any monthly installment of rent after 10 days written notice by Lessors, or any one or more of them, that said cash or bond shall be forfeited and paid or turned over by the escrow agent to the Lessors; and that said cash or bond shall be considered as liquidated damages for the breach of this lease by Lessee and shall be the sole property of the Lessors regardless of what legal remedies might be pursued by Lessors under the terms of this lease, and under the laws of the State of South Carolina for breach thereof by Lessee.

The Lessors shall have a landlord's lien for the rents which may be due by Lessee to Lessors under the terms of this lease.

In Witness Whereof The Lessors and Lessee hereunto set their hands and seals this 20th day of April, 1946.

Witnesses as to Lessors: (Mary  
Cauble Thomas Green)

W. W. Whaley

Mrs. W. W. Whaley

Witnesses as to Lessor,  
Mary Lee Wright Nunnally:

J. R. Lunsford

H. E. Patat

George Wright (SEAL)

George Wright as Executor and Trustee  
under the Last Will and Testament of  
Nicy Ann Wright, deceased.

George Wright (SEAL)  
George Wright

Frances C. Floyd (SEAL)  
Frances C. Floyd