

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

LEASE

THIS AGREEMENT made and entered into this 5th day of April 1947, by and between Judson Mills Store Company, a corporation with its principal place of business at Greenville, S. C., lessor, and Pete K. Kerhulas, lessee,

WITNESSETH:

That for and in consideration of the payments to be made by the lessee, as hereinafter provided, and of the covenants by the lessee, hereinafter set forth, the lessor does hereby lease and demise unto the lessee the following described property, to-wit:

All that certain storeroom located on the West side of South Laurens Street in the City of Greenville, State of South Carolina, being known as No. 20 S. Laurens Street, said storeroom being situate on the North half of two(2) lots purchased by Judson Mills Store Company from Peoples National Bank as trustee for Bernice Endel.

TO HAVE AND TO HOLD unto the said lessee for and during a period of five(5) years beginning January 1, 1947 and ending December 31, 1951, for the use and purpose of operating therein a resturant and sandwich shop, said storeroom to be used for no other purpose.

IN CONSIDERATION OF THE PREMISES, the lessee does hereby covenant and agree that he will pay to the lessor the following rental, payable on the first day of each month in advance: for the first two years - One Hundred Twenty-Five and no/100 (\$125.00) Dollars per month; for the last three years - One Hundred Fifty and no/100 (\$150.00) Dollars per month.

The lessee does hereby covenant and agree that he will not assign this lease or sublet the premises or any part thereof or make any alterations therein without the consent of the lessor in writing; that he will use the premises for the purpose aboveset forth and for no other purpose; that he will not use nor permit to be used the premises for any unlawful purpose, nor permit anything to be done on said premises which may be or become a nuisance; that he will not do or permit to be done upon said premises acts which may render void or voidable any policy of insurance on said premises against fire, nor which may render any increase or extra premiums payable for such insurance; that during the term of this lease, the lessee will make at its own expense any necessary repairs to plumbing or broken glass, and, at the expiration of said term, will deliver up said premises in as good condition as they were at the beginning of the term, reasonable wear and tear excepted.

Should the building on said premises be destroyed or so damaged by fire as to be unfit for occupancy herein provided, the rent herein provided or a proportionate part thereof shall be abated until said premises shall be restored or this lease may, at the option of the lessor, be terminated. In the event of the bankruptcy of the lessee, or in the event the business operated by the lessee should be placed in the hands of a receiver, or should the lessee make an assignment for the benefit of creditors, the lessor may declare this lease immediately terminated and take possession of the premises.

Should the lessee fail to pay any installment of rent within three(3) days after the same is due or fail to perform any covenant which is herein contained, the lessor may, at its option, either declare the rental for the entire term due and payable and proceed to collect the same or may declare the lease terminated and take immediate possession of the premises and collect the rental due upon same up to the time of retaking of possession.

It is further covenanted and agreed that this lease will be renewed at a rental to be agreed upon by the parties, provided the lessee notify the lessor in writing three(3) months before the expiration of said lease.

[Illegible mirrored text]

IN WITNESS WHEREOF the lessor has caused this agreement to be signed by its duly authorized officer and its seal to be hereunto affixed and the lessee has hereunto set his hand and seal this day and year first abovewritten.

IN THE PRESENCE OF:
Joyce Lecroy
Eulaine Royston

JUDSON MILLS STORE COMPANY (SEAL)
BY: T. C. Cleveland
LESSOR
Pete K. Kerhulas (SEAL)
LESSEE