



FILED GREENVILLE, S. C.

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LAW BLANK No. 10A - LEASE

The State of South Carolina

This INDENTURE made and concluded at Columbia, S. C. this 19th day of July, 1948 nineteen hundred and forty-eight by and between Virginia P. Cooper, hereinafter called the Lessor, which expression shall include her heirs, executors, administrators, and assigns, of the first part, and Cooper Motor Lines, Inc., hereinafter called the Lessee, which expression shall include its successors, assigns, and transferees, of the second part,

WITNESSETH, That the said Lessor has granted and leased, and by these presents does grant and lease unto the said Lessee the premises herein described, to be used for motor freight terminal, or otherwise by mutual agreement of the Lessor and Lessee, known as the Greenville Terminal of Cooper Motor Lines, Inc., or 301 Hammett Street, with all the appurtenances thereto belonging:

TO HAVE AND TO HOLD the said premises unto the said Lessee, its transferees, Executors, Administrators, Successors, and Assigns, for the full term of seven (7) years

commencing on the first day of August, 1950 and ending on the thirty-first day of July, 1957 (commencing immediately upon the expiration of the present term of the existing recorded lease with former owner, Greenville Terminal, Inc.; and Lessee hereby relinquishes all right of renewal under said existing lease) yielding and paying therefor at the rate of

Five Hundred (\$500.00) Dollars per month, plus all and complete upkeep, taxes, assessments and insurance premiums on all-hazard coverages to the extent of the full insurable value of said leased premises, in insurance companies chosen by Lessor, all being due and payable monthly in advance. Lessor shall also pay all of said taxes or assessments, and insurance premiums during said present lease, in addition to monthly rentals. And the said Lessee, its transferees, Executors, Administrators, Successors, and Assigns, for and in consideration of the above letten promises, do covenant and agree to pay to the said Lessor, her heirs, Executors, Administrators, Successors, and Assigns, the

above stipulated rent, in the manner herein required. And it is further agreed that unless one year's notice, in writing, be given previous to the expiration of the period herein specified by the Lessor to the Lessee of Lessor's desire to have possession of the premises, or to change the condition of the Lease after the expiration, or the like notice to be given by the Lessee to the Lessor of Lessee's intention to vacate the premises after such expiration; then it is hereby agreed that this Lease will be considered as extending and binding in all of its provisions for five additional years

after such expiration; and so continue from five-year period to five-year period

until such notice be given by either party previous to the expiration of such extended term. And the destruction of the premises by fire, or any other casualty, shall not terminate this agreement. And it is mutually understood that the Lessee shall make no repairs at the expense of the Lessor; and any alterations or improvements desired by the Lessee at Lessee's own cost, must be done under the written sanction of the Lessor, and all such alterations or improvements shall be surrendered to the Lessor on the Lessee's removal. The Lessee not shall make good all breakage of glass, and all other injuries done to the premises during Lessee's tenancy excepting such as are produced by natural decay and unavoidable accident. ~~And the Lessee shall not remove the Lessor's goods or chattels from the premises without the written consent of the Lessor.~~

AND it is further stipulated and understood by the parties to these presents, that if one month's rent shall at any time be in arrears and unpaid, the Lessor shall have the right to annul and terminate this Lease, and it shall be lawful for Lessor to re-enter and forthwith repossess all and singular the above granted and leased premises without hindrance or prejudice to Lessor's right to distrain for all rent unpaid at such period.

And, body, it is agreed, that should said Lessee assign, transfer, sell, remove, or in any manner dispose of the goods and chattels within the above leased premises, then the entire amount of rent that would accrue for the existing term or period, plus one additional year,

shall be considered as due and payable, and the Lessor shall be vested with the same rights as though the entire leased term had expired; but payment for the same shall entitle said Lessee, its transferees, Executors, Administrators, Successors, and Assigns, to all Lessee's rights of possession to transfer (as provided in this Lease) for the additional term. It is further agreed by and between the parties hereto that ~~no occupation~~ all rent due under this Lease or to become due must be paid up in full before any goods or chattels are removed from premises herein leased, and all such rent shall constitute a first lien on the properties of the Lessee. Damage or destruction of the premises by fire, or any other casualty, shall not terminate this lease, or any term, provision, or renewal hereof, and payment of full rent and all other obligations of Lessee shall continue during any vacancy or restoration. Lessee's obligation for upkeep shall include all additions, repairs, and restoration. ALSO, if ~~any~~ Lessee fails to renew this Lease for ~~any~~ five-year period, in addition to the ~~then~~ existing period, said Lessee shall pay Lessor, in addition to the full rental for the remainder of the then existing period, the amount of one extra full year's rental for the year following its vacating the leased premises.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

IN THE PRESENCE OF

As to Lessor. A. C. McDowell

As to Lessee. Glenn M. Kennedy

Virginia P. Cooper (L. S.)
LESSOR (L. S.)
COOPER MOTOR LINES, INC., LESSEE (L. S.)

Laura Kennedy President
By John Kennedy Vice-President