

APR 17 1957

BOOK 575 PAGE 163

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# ST. LOUIS TERMINAL FIELD WAREHOUSE CO.



EXECUTIVE OFFICES, 826 CLARK AVE.

ST. LOUIS 2, MO.

9215

## Field Warehouse Lease

This Lease, made and entered into on the 1st day of December, 1956, in the City of St. Louis, State of Missouri, by and between RAMSEUR EQUIPMENT COMPANY

hereinafter referred to as LESSOR and the A South Carolina Corporation hereinafter referred to as LESSEE:

WITNESSETH: WHEREAS the Lessee has been and now is engaged in the warehouse business and in connection therewith issues warehouse receipts, AND WHEREAS, Lessor is the <sup>owner</sup> of certain warehouse rooms and buildings and premises located in the City of Greenville County of Greenville, State of South Carolina and more particularly described as follows:

That portion of a one story metalclad constructed building, more particularly described by the attached plat which is made a part hereof, located on all that piece, parcel or tract of land, lying and being in the State of South Carolina, County of Greenville, in Butler Township about two and one-half miles east of the City of Greenville between Charleston & Western Railway and the wagon road to Batesville, sometimes known as "Pike Road", but more commonly known as 40 Airport Road Extension.



The above described premises are now being leased from Henry B. McKoy under date of July 1, 1955, subject to month to month renewal.

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Mrs. Ollie Farnsworth

AND WHEREAS, the Lessee in connection with its warehouse business desires to lease said warehouse premises: NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, it is agreed by the parties as follows:

1. The Lessor does hereby rent, demise, lease and let to the Lessee, and the Lessee does hereby hire and take from the Lessor the above described warehouse building, rooms and premises on a tenancy from month to month, and until the said tenancy shall be terminated by a 30 days written notice given by either party to the other, for a monthly rental of \$ 1.00 per month payable to the Lessor in advance on the 1st day of each calendar month:

TO HAVE AND TO HOLD said premises with all rights, privileges, easements, and appurtenances thereunto attaching and belonging unto the Lessee, its successors and assigns.

2. Lessor agrees and it is specifically understood that in the event that the Lessee shall have issued and there shall be outstanding warehouse receipts on any goods stored in any of the said warehouse buildings, rooms and premises then under no circumstances shall this lease be terminated as to all or any part of said warehouse building, rooms or premises until there shall be returned and delivered up to Lessee for cancellation all such warehouse receipts, and until said Lessor shall have paid to Lessee all charges due and owing for storage, labor and other charges and advances on all goods and merchandise covered by said warehouse receipts or others that have been issued.

3. Lessor agrees that the Lessee, its agents, servants or employees shall have the right to pass through or over any other property of the Lessor for the purpose of entering and leaving said warehouse building, rooms and premises and agrees that Lessee shall have the right to place and maintain such signs or marks thereon or on the property stored therein as may be necessary to indicate the interest of Lessee in said premises and the property stored therein under the terms of this lease.

4. Lessor agrees that the Lessee shall have the right at all times during the continuance of this lease to use any facilities of the Lessor for receiving, handling, weighing, storing, caring for, packing, shipping, or delivering the property stored or to be stored in said warehouse building, rooms and premises.

5. Lessor agrees that the Lessee as a public warehouseman is to have the sole dominion and control of said warehouse building, rooms and premises and the property stored or to be stored therein and as such public warehouseman is to be entitled at all times to receive and store merchandise and goods upon said leased property and to issue warehouse receipts thereof pursuant to the provisions of the Laws of the State of South Carolina

6. It is expressly understood and agreed by and between the Lessor and the Lessee that the Lessor shall not have access to the premises herein demised or any part thereof except with the permission of the Lessee in writing and that Lessor shall not exercise at any time any control of any sort over any of the goods against which warehouse receipts have been or shall be issued by Lessee during the term of this lease.

7. The Lessee agrees that it will not assign this lease or sublet any portion of the demised premises without the written consent of the Lessor.

8. The Lessee agrees not to use the demised premises for any purpose other than that of a storage warehouse and for the transaction of such business as may be connected therewith or incident thereto.

9. Lessor agrees that Lessor will, at the cost and expense of Lessor, put and keep the demised premises, both inside and outside, in good tenantable order and repair during the whole of the term hereby demised and agrees that the Lessee shall not be required to make any repairs of any kind or nature to, in, or about said demised premises.

10. Lessor agrees that under no circumstances shall Lessee be liable to the Lessor for any loss or damage to or shortage of any goods that may be stored in said warehouse building, rooms and premises by the Lessor, it being the intention of the parties that under no circumstances shall the Lessee be liable to the Lessor for any loss or damage to or shortage of any goods stored in said warehouse building, rooms or premises; and Lessor agrees to indemnify and does hereby indemnify Lessee against any and all claims, loss, liability, damage or expense suffered by the Lessee as the result of its occupancy of said warehouse buildings, rooms and premises and without limiting the generality of the foregoing agrees to indemnify and does hereby indemnify the Lessee against any and all claims, loss, liability, damage or expense done or occasioned; (a) by or from plumbing, gas, water, steam, sprinklers or other pipes or sewerage, or the bursting, leaking or running of any cistern, tank, washstand, water closet, or waste pipe in, above, upon or about said warehouse building, rooms and premises; (b) by water, snow or ice coming through the roof, skylight, trapdoor or otherwise; (c) from acts of neglect of co-tenants or other occupants of the same building or any employees of said building or of any owners or occupants of adjacent or contiguous property.

11. Lessor further agrees to pay for all gas, electricity, light, heat, power, steam, water, or other utilities supplied to or used upon said demised premises during the term of this tenancy.

12. Lessor agrees to put the Lessee in possession of the demised premises and will permit Lessee to quietly hold and enjoy them during the term herein granted and in the event that the Lessor is not the owner of the premises herein demised the Lessor agrees to indemnify and hold the Lessee harmless of and from any and all claims, demands, actions, or causes of action, obligations, attorneys' fees, or other expenses which may be incurred by or arise out of or in connection with any subtenancy agreement, or any statutory, equitable, or other obligation or obligations assumed by Lessee in favor of the owner or owners of the above described premises and Lessor warrants and guarantees the peaceful possession of the premises by the Lessee. Lessor further agrees to execute or cause to be executed any further agreement or agreements that may be necessary to secure the convenient use and enjoyment of the premises hereby leased to the Lessee.

13. The Lessee shall have the right to remove all property from the premises herein demised to such other place or places as the Lessee may deem proper or expedient in the event that Lessor violates any of the terms or conditions of this lease or shall in any manner interfere with or make difficult the duties of the agents, servants, or employees of the Lessee, or becomes insolvent or in the event that the premises herein demised shall become involved in any matter in litigation or the Lessor or Lessee is ejected or ousted therefrom or proceedings are begun for that purpose and in case of any such removal the Lessor undertakes and agrees to pay to the Lessee all expenses of such removal and of storing said property elsewhere until all warehouse receipts representing property so stored shall be returned to the Lessee properly endorsed for delivery and until such delivery shall have been completed and all payments herein referred to made.

14. It is expressly agreed that this lease supersedes any and all leases heretofore made by the parties hereto which in any wise affect the property herein demised.