

Page 2.

8. It is distinctly understood between the parties that any remodeling, improvements or alterations that the tenant may deem necessary during the life of this lease shall be at the tenant's own cost and expense. However, the Landlord covenants and agrees that he will keep the exterior of the premises (including roof and downspouts) in good condition at all times.

9. It is agreed and understood between the parties that the tenant is to furnish his own fuel for heating his portion of the building and pay every expense incident thereto. The tenant further agrees to carry adequate boiler insurance to protect the interest of the Landlord and hold him harmless from any claim that may arise from damage or injury to persons or property caused directly or indirectly by the boiler. Further, the tenant agrees to keep the plate-glass fully insured or else replace any broken glass with glass of like size and quality.

10. In the event the tenant, its successors or assigns, shall be adjudicated bankrupt, insolvent according to law or existing assignment of its property shall be made for the benefit of its creditors, or if its stock of goods, wares and merchandise be taken under attachment, execution or other process, and said attachment, execution or other process be not vacated or said property released within ten (10) days, then in any or all of said events, this agreement or lease shall henceforth terminate at the option of the Landlord. In the event the tenant its successors or assigns shall fail or neglect to perform any of the covenants and agreements herein contained to be observed and performed by said tenant, and notified of such failure or neglect in writing by the Landlord through registered mail, addressed to the tenant at the address afore-given, and shall not have taken measures to correct said failure or default within said ten (10) days, then the Landlords, its legal representative, successor or assigns, may thereupon terminate this lease without further notice, and may lawfully thereupon enter into and upon the premises or any part thereof, in the name of the whole, and repossess the same and expel the tenant and those claiming under the tenant, and remove their effects by force, if necessary, without being deemed guilty of any manner or trespass and without prejudice to any other claims or remedies they may have or use for arrears of rent or breach of covenant. Notice to quit possession and every other formality are hereby expressly waived in case of default or payments of rent. And the said tenant, for itself, and all claiming under it, waives the right to retain said premises herein demised after a warrant to dispossess or after any re-entry by the Landlord by process of law or otherwise as herein provided.

11. The tenant agrees that it will keep said premises in a good state of repairs (except the roof or the building and general exterior) and at the tenant's own cost and expense, and agrees that at the end or other expiration or termination of this lease, it will quit and deliver up the said demised premises in as good order and condition as when possession is given, natural wear and tear excepted.

12. The Landlord covenants and agrees that the tenant shall by paying the rent herein reserved and by performance of all covenants, and agreements herein contained to be observed and performed by it, shall peaceably and quietly hold and enjoy the demised premises for the term aforesaid.

13. It is further understood and agreed between the parties that the covenants and agreements herein contained are binding upon the parties hereto as well as upon their respective heirs, administrators, successors, legal representatives and assigns.

In Witness whereof, the Parties have hereunto set their hands and seals. This said instrument being executed in duplicate each of which will be considered an original and all done as, and of the day and year first above written.

Witness:

witness: Belle Hendricks
H. D. Burgiss
H. D. Burgiss,
Romaine Barnes.

E. A. Gilfillin, Trustee,
for Marion Brawley, (SEAL)
"Davenport's"
By: J. D. Davenport,
Sole Owner.

State of South Carolina,
County of Greenville.

Personally appeared before me H. D. Burgiss to me well known, who on oath declares that he was present and saw the within named E. A. Gilfillin, as Trustee for Marion Brawley, sign and execute the foregoing written instrument, and that he with Belle Hendricks, witnessed the execution thereof.

Sworn to and subscribed before me this 20 day of November, 1935.
Sam R. Zimmerman

N. P. for South Carolina.

E. D. Burgiss.