TITLE TO REAL ESTATE

now existing under the said lease.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 4th day of January, 1941.

In the presence of:

Patrick C. Fant

Mae Wood Robison (L. S.)

Harriet R. Wright

State of South Carolina, County of Greenville

Personally appeared before me Harriet R. Wright, who, being duly sworn, says that she saw Mae Wood Robison, sign, seal and as her act and deed execute the foregoing assignment of Lease, and that she with Patrick C. Fant witnessed the execution thereof.

Sworn to before me this 4th day of January, 1941.

Patrick C. Fant (L. S.)
Notary Public for South Carolina.

.. .

Harriet R. Wright.

No Stamps.

Recorded January 4, 1941 at 11 A. M. #189 BY: E.G.

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

<u>LEASE</u>

THIS AGREEMENT, Made and entered into this 16th day of March, 1940, by and between Mae Wood Robison, of the Town of Greer, County of Greenville, State of South Carolina, hereinafter sometimes called the Landlord, and R. P. Wall, A. D. Wall, and S. A. Wall, of the Town of Greer, County of Greenville, State of South Carolina, hereinafter sometimes called the Tennants;

WITNESSETH:

That for and in consideration of the mutual promises and agreements hereinafter contained, it is agreed as follows:

(1) That the Landlord does hereby grant, bargain, demise, and lease unto the Tenants, and the Tenants do hereby accept from the Landlord the following described property, to-wit:

The lot and store buildings located at the corner of Randall and Depot Streets, in the Town of Greer, County of Greenville, State of South Carolina.

TO HAVE AND TO HOLD the above described premises for and during the term beginning on April 1, 1940 and ending at midnight on March 31, 1943, unless sooner terminating as hereinafter provided. Subject to the provisions hereinafter stated, the tenants shall have the option of renewing this lease for an additional period of three years from the same rental and upon the same terms and conditions as hereinafter stated.

- (2) The Tenants hereby agree to pay to the Landlord for and during said term a minimum rental of Sixty (\$60.00) Dollars per month for the entire term of said lease, payable monthly in advance, on or before the 10th day of each and every calendar month during said term. In the event the average gross sales of the Tenants shall not exceed Twelve Hundred (\$1200.00) Dollars per week, for any eight week period during the term of this lease, the rent for said period shall be Sixty (\$60.00) Dollars per month. However, should the average weekly gross sales for any eight week period exceed the sum of Twelve Hundred (\$1200.00) Dollars, but shall not be in excess of Three Thousand (\$3,000.00) Dollars, the tenants agree to pay a monthly rental of Eighty-one Dollars and twenty-five cents (\$81.25), payable in the same manner as above set forth, and in the event the average weekly gross sales for any eight week period shall exceed Five Thousand (\$5,000.00) Dollars, but not exceed Ten Thousand (\$10,000.00) Dollars per week for said period, the monthly rental shall be one Hundred (\$100.00) Dollars per month, payable in the same manner as above set forth, and in the event the average weekly gross receipts shall exceed the sum of Ten Thousand (\$10,000.00) Dollars, then in such event the tenants agree to pay a monthly rental of One Hundred and twenty-five (\$125.00) Dollars, payable in the same manner as above set forth.
- (3) It is further understood and agreed that should any installment of rent be past due and unpaid by the Tenants, the Landlord may, at her option, after giving fifteen (15) days notice in writing by registered mail, addressed to the Tenants at Greer, South Carolina, or to their last known address, declare this lease terminated, whereupon the full rental price for the whole of the unexpired term shall be immediately due and payable and the Landlord may enter and take possession of the premises and resort to any legal remedies prescribed by law for the enforcement or collection of the entire rent payable under this contract or to obtain possession of the leased property, provided the Tenants shall not have paid said rent before the expiration of such fifteen days notice.
- (4) It is further understood and agreed that in the event the tenants should at any time prior to March 31, 1943, assign this lease to a party or parties acceptable to the landlord herein, or shall discontinue in the Town of Greer, S. C. the operation of their business, or of