TITLE TO REAL ESTATE

be relieved of their responsibility to the Lessor for the rent.

- (8) It is agreed that the Tenant reserves the right and privilege after payment of the rent at the expiration of the lease of removing any and all trade fixtures and other fixtures of a similar nature which may be installed by and at the expense of the Tenant.
- (9) The Landlord covenants and agrees that the Tenant upon paying the rent herein reserved, and upon performance of the covenants and agreements herein provided to be observed and performed by it, shall peaceably and quietly hold and enjoy the demised premises for the term aforesaid.
- (10) The Tenant reserves the right and the Landlord grants the privilege to the tenant to renew this lease for and during the term beginning January 1, 1947, and ending at midnight on August 31, 1949, at a rental of Four Thousand Dollars (\$4,000), payable at the rate of One Hundred Twenty-five dollars (\$125) per month for the entire term of said renewal period. that the Tenant shall notify the Landlord of its election to renew this lease for said term by registered mail addressed to the Landlord at her last known address at least six months before the expiration of the original lease. Upon the exercise of this option to renew, said lease shall be upon the same terms and conditions, with the exception of the increased rental, as this lease for the original term.

In Witness whereof, The Landlord has hereunto set her hand and seal and the Tenant has caused this instrument to be executed by its duly authorized officers and to be sealed by its corporate seal the day and year first above written.

Witnesses as to Landlord:

Bernard Murray William A. Coyle Martha Davenport McCleery (SEAL)

Landlord

Efird's Department Store of Greenville, S. C.

BY: J. B. Efird Tenant

Witnesses as to Tenant:

G. W. Lupo

K. Belliveau

State of New York.

County of New York.

Personally appeared before me Bernard Murray who, being duly sworn, says that he saw the within named Martha Davenport McCleery, Landlord, sign, seal and as her act and deed deliver the within written lease, and that he, with William A. Coyle witnessed the execution thereof. Sworn to before me this 3 day of Mar. 1942.

Dorothy A. Castor

Notary Public for: My commission expires:

Dorothy A. Caster, Notary Public. New York Co. Register's No. 8-0-58

New York Co. Clerk's No. 55; My commission expires March 30, 1943.

State of N. C.

County of Mecklenburg.

Personally appeared before me G. W. Lupo, who, being duly sworn, says that he saw the within named Efird's Department Store of Greenville, S. C., Tenant, by its duly authorized officers, J. B. Efird, Pres., and K. Belliveau, sign, seal with its corporate seal, and as the act and deed of said corporation deliver the within written lease, and that he, with K. Belliveau witnessed the execution there of.

Sworn to before me this 6 day of Mar. 1942.

Ada M. Miller

Notary Public for N. C.

My commission expires: Jan. 13, 1943.

S. C. Stamps \$2.40

G. W. Lupo

Recorded April 1st, 1942 at 9:45 A. M. #4003 BY:E.G.