

It is understood and agreed that the Lessee shall not assign this lease or sub-let the premises hereby leased or make any alterations to the structural portion of said building without first obtaining the written consent of the Lessor.

It is further understood and agreed that as part of the consideration for the execution of this lease by the Lessor, that the Lessee herein will at its own expense make such repairs as may be necessary to place the ground floor of the Main Street building in a reasonably safe, good condition.

In case of the total destruction of the building by fire, wind, storm, or other casualty, or damage to same by fire, wind, storm or other casualty, to such extent as to render said premises reasonably unfit for the purposes of the Lessee for which same are hereby leased, this lease shall, upon the happening of any such event, immediately cease and determine and the Lessee thereafter shall be released from all further responsibility for the payment of any rents, provided, however, that if the damage be of such a nature that said building can be repaired and restored and the necessary material with which to repair or restore said building be available within a reasonable time, such repairs shall be made forthwith by the Lessor and shall be paid for out of insurance on said building, the Lessor agreeing to carry a reasonable amount of insurance upon said building to provide for such contingency. If the damage to the building shall materially reduce the value thereof to the Lessee for the purposes for which said building is being used by the Lessee, the rent shall be proportionately abated or reduced until the building shall have been fully repaired or restored.

Subject to the foregoing provisions, the Lessee will, at the termination of this lease, deliver up possession of the leased premises to the Lessor in as good condition as same were at the beginning of the term, ordinary wear and tear, and unavoidable casualty excepted.

The Lessor covenants and warrants with the Lessee that it has the right to make this lease and that the Lessee, so long as it complies with the terms and provisions of same, shall have the quiet and peaceable possession of the premises hereby leased during the entire period of said lease.

Signed, sealed and delivered in duplicate at Greenville, S. C., this

25 day of July, 1944.

ATTEST:

J. C. HOPKINS
WITNESS

ATTEST:

L. H. ADAMS
Assistant Secretary.

RUSH REALTY COMPANY
BY: J. H. RUSH
PRESIDENT

WITNESSES:

Dorothea B. Hill
Thomas W. Edwards
(As to Lessor)
W. B. Stover
S. L. Duckett
(As to Lessee)

DUKE POWER COMPANY
BY: E. C. MARSHALL
VICE PRESIDENT.

S. C. Stamps \$15.00

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

PERSONALLY appeared before me Thomas W. Edwards and made oath that he saw the within named RUSH REALTY COMPANY, by J. H. Rush, President, and _____ Secretary, sign, seal, and as its act and deed, deliver the within written instrument, and that he with Dorothea B. Hill, witnessed the execution thereof. Sworn to before me, this 25th day of July, 1944.

Dorothea W. Hill
Notary Public for South Carolina
My commission expires at the pleasure of the Governor



Thomas W. Edwards. (SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF MECKLENBURG.

PERSONALLY APPEARED before me S. L. Duckett, and made oath that he saw the within named DUKE POWER COMPANY, by E. C. Marshall, Vice President, and L. H. Adams, Assistant Secretary, sign, seal, and as its act and deed deliver the within written instrument, and that he with W. B. Stover witnessed the execution thereof. Sworn to before me this 15th day of August, 1944.

D. C. Carmichael,
Notary Public for North Carolina, My commission expires
My commission expires Aug. 30, 1944.



S. L. Duckett (SEAL)

Notary Public, Mecklenburg County, N.C.