

State of South Carolina.  
Greenville County.

This agreement made between Dr. J. B. Earle exec. of Estate of Sherow Earle, hereinafter referred to as the Lessor, and Attaray Dry Goods Co. hereinafter referred to as the Lessee, witnesseth:

That the lessor does, hereby, demise and lease unto the Lessee the following lands, tenements and buildings to-wit:

The store room and basement on the east side of main St. known as 120 in the plan of the city of Greenville, and occupied at present by the Attaray Dry Goods Co. for the full term of three years, beginning Jan. 1<sup>st</sup> 1920, at a rental of six thousand six hundred sixty dollars (\$6660.00)

Dollars, payable \$170.00 each month during first year, \$185.00 each month during second year, \$200.00 each month during third year. The lessor agrees to allow ten dollars (\$10.00) each month during said term of three years for fixing up basement, said amount to be refunded by the Lessor when satisfactory evidence is given that this amount has been spent on permanent repairs of basement.

And the Lessee, hereby, covenants with the Lessor: (1) To pay the rental in the manner and at the time aforesaid. (2) To keep the premises in good and tenantable repair, and to make good all breakage of glass and all other injuries during the said term reasonable wear and tear excepted and at the expiration of the lease to deliver up the premises. (3) To permit the Lessor and his agents to enter at all reasonable times to view the condition of said premises, and to make any repairs that may be determined upon. (4) Not to suffer or commit any waste or alteration in the premises without the written consent of the Lessor being first had.

(5) Not to assign or transfer this lease or sublet the premises without the written consent of the Lessor.

(6) In case the buildings on said premises or any part thereof shall be destroyed or damaged by fire or any other unavoidable casualty, so as to unfit them for use; then said rent or a proportionate part thereof shall be abated, until said premises shall have been put in proper repair by the lessor, or this lease may at the option of the Lessor be determined.

(7) The said building shall be used for Dry Goods Store purpose - and for no other purpose and the agrees Lessee that the premises shall not be used for any illegal or improper purposes, and that no nuisance shall be committed thereon.

(8) If there shall be a failure to pay any instalment of the rents therein stipulated or any part of any instalment of such rent for a period of thirty days after the maturity thereof, or if there shall be any breach made, or suffered by the Lessee, his Executors Administrators or assigns of other covenants or agreements herein; then in either of such cases the Lessor may re-enter upon said premises and determine this lease, and the Lessee agrees thereupon to surrender possession of the premises and to pay all rents up to the time of his ejection.

In witness whereof, the said parties have executed this instrument this the 26 day of April A. D. 1919.

In presence of:

B. O. Woodward } as to

Abel H. Furman } J. B. Earle

Clarence H. Mauty } Executor

Evie Jones } acts

Attaray D. G. Co. Inc.

J. B. Earle Exec. (L.S.)

Attaray Dry Goods Co. Inc.

per W. B. Hawkins Pres.