

Lease
 State of South Carolina
 County of Greenville
 This Lease Agreement made and entered into this 10th day of March, A.D. 1928, at Greenville, South Carolina, by and between Clinton Morgan and Jas. H. Morgan, Jr. parties of the first part, hereinafter called Lessor, and New York & West. Ins. Co. a mercantile corporation created by and under the laws of the State of New Jersey, with its principal office at 1150 Broadway New York, herein called Lessee.

1. That the said Lessor are the owners of certain property in the City of Greenville, County and State aforesaid, known as No. 11 North Main Street, situated on the west side of said street, being between Washington & Coffee streets bounded on the north by the Davenport property and on the south by the J. D. Conner property, fronting approximately 19.5 feet on Main Street, with a depth of approximately 121 feet. Being the same property conveyed to Lessor by David McPherson by deed dated Feb. 2, 1920, recorded in the office of C. M. C. for said County and State in Book 107 at page 470; Said Lessor hereby lease demise and let to the said Lessee all of said property for a full period of fifteen years and the said Lessee agreed to and accepted said lease upon the terms herein set out: Said lease shall begin January 1, 1929, or if the Lessor can obtain the present lease and derive same to begin earlier, then within thirty days and said lease is upon consideration of the following payments of rent, payable at Greenville, S.C. monthly in advance.

For the first five years of said lease the rental is to be \$4800.00 per year, payable \$400.00 per month, monthly in advance, as aforesaid;

For the remaining ten years of said lease, the rental is to be \$6000.00 per year, payable \$500.00 per month, monthly in advance, as aforesaid.

2. The said building during the said term is to be occupied and used for a business in Ladies ready to wear, shoes and dry goods, or kindred lines, and the premises are not to be subleased and no portion of this lease is to be assigned during the said term of fifteen years without the written consent of the Lessor.

3. It is also a part of the consideration of this lease that the Lessee pays all taxes and assessments of any kind whatsoever against the said real estate and building for the term

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covered by this lease, but no taxes upon the increase therefrom that may be imposed by any governmental authority, and it is a further part of the consideration of this lease, and Lessee covenants that it will pay for all street and sidewalk improvements and keep the building insured against loss by fire for not less than \$10,000.00 in the name of the Lessor and in some some form or Companies satisfactory to the Lessor and against loss by cyclone, tornado or other storms for the sum of not less than \$10,000.00 likewise in Company or Companies satisfactory to the Lessor, and should the building be destroyed (by fire, cyclone, earth quake, tornado, or other storm or fire) or any manner whatever within the said fifteen year period, said Lessee is to have same rebuilt, applying to the said the proceeds of said insurance, if applicable, and paying all additional costs or expenses over and above the amount of said insurance; it being agreed between the Lessor and the Lessee that the rent shall be abated for a period of not exceeding six months during reconstruction, the lease in that event to be extended for a term, that is to say, for a period equal to the time that the building cannot be used because of the necessity for such reconstruction; any portion of such lost time in the first period to be covered by the extension at \$400.00 per month and any portion of such time falling in the second or ten-year period to be covered by the extension at \$500.00 per month.

4. It is further agreed that the Lessee accepts the building in its present condition, and as a part of the consideration hereof agrees to pay all repairs and keep the building in repair in a manner satisfactory to the Lessor and agrees to pay for all changes and alterations that may be made in the building during the life of this lease, it being the intention of the parties that the Lessor shall be put to no expense whatever during the life of this lease.

5. Should the building on said premises be destroyed before this lease becomes effective, Lessor are to rebuild same in as good condition as at present, and the lease shall, in that event begin when the building is ready for occupancy and after thirty days written notice from Lessor to Lessee (if the occupancy is to begin during the present year); provided, however, that the lease shall begin January 1st, 1929, without any such notice.

6. It is a part of the consideration of this lease that the Lessee will keep the sidewalk

over.