

the subsequent payments thereof on the first day of each succeeding month until this lease shall be terminated, provided however and these presents are upon the condition that, if said lessee shall give written notice to the said lessor on or before December 1, 1927 of its desire or intention to hold said premises for an additional period of twelve months, then and in such event, said lessor covenants and agrees with said lessee that it, the said lessee, shall hold said premises, subject to the terms and conditions of this lease, for an additional period of twelve months, at a rental of one hundred and fifty (\$150.00) dollars per month, payable as above set forth. And the said lessor doth hereby covenant and agree with said lessee: A that he, the said lessor, will, from time to time during the term of this lease pay all taxes and charges which may be assessed upon the demised premises, or on the owner or occupier in respect thereof: B That he will, during said term, keep said premises in good and tenantable repair, externally and internally: C. That this lease may be assigned or the premises, or any part thereof, underlet by said lessee to any responsible and respectable person or persons: D. That at the termination of the tenancy, said lessee may, and it shall be lawful for it to take and remove from the premises any and all fixtures, apparatus and equipment of every character and kind, which may be thereon placed by it in the conduct and carrying on of its business. And the said lessee doth hereby covenant and agree with the said lessor: A. That it the said lessee will, during the time of the occupancy by it of the said premises, pay the rent as hereinbefore reserved at the time at which the same is made payable, and that it will not suffer nor commit any waste of the said premises: B. That the lessor, or his agent, may at reasonable times enter upon said premises to examine the conditions of the same: B-2 That said lessee agrees that at the termination of this lease, he will leave said premises in as good condition less ordinary wear and tear, as they are at the time he takes possession. C. Provided always, and these presents are upon the condition that if said rent shall at any time be in arrears or unpaid for a period of ten (10) days or more, or if the lessee shall at any time fail or neglect to perform or observe any of the covenants, conditions or agreements herein contained and on its part to be performed and observed, or if the lessee shall become bankrupt or insolvent or shall compound with its creditors, then and in any such case, it shall be lawful for the lessor or for any person or persons duly authorized by him in that behalf, to enter into and upon said demised premises or any part thereof, in the name of the whole and peacefully to hold and enjoy the same thenceforth as if these presents had not been made;

Provided Further, that in case said building and premises or any part thereof, shall at any time be destroyed or damaged by fire or other unavoidable casualties, so that the same shall be unfit for or undesirable for occupation or use, then the rent hereby reserved, or a just and fair proportion thereof, according to the nature and extent of the damage sustained shall be suspended and cease to be payable, and this lease shall be deemed terminated by any such casualty unless the lessee shall consent in writing for the same to remain in force.

In witness whereof, we have hereunto set our hands and affixed our seals this the 16th, day of April, 1926.

Guy B. Foster, Owner & Trustee (L.S.)
Lessor.

Witnesses:

Re-Bilt Tire & Rubber Co. Inc.
By M.W. Jones, Pres. & Sec. (Corp. Seal)

J.H. Reed,
K.C. Tannery.

Lessee.

State of South Carolina,
County of Greenville.

Personally appeared before me one K.C. Tannery, who, being first duly sworn, deposes and says:

(Over)

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State of South Carolina,
County of Greenville.

This indenture, made this 20th, day of April, 1926, between Guy B. Foster, as owner in his own right and as trustee of the property hereinafter described, a resident of the County of Greenville, State of South Carolina, hereinafter called the lessor, which expression shall include his heirs and assigns, where the context so requires or admits, and the Re-bilt Tire and Rubber Company, Inc., of the same place, hereinafter called the Lessee, which expression shall include its successors and assigns, where the context so requires or admits, witnesseth as follows:

That the said lessor doth hereby demise and lease unto the said Lessee a certain building on West Coffee Street, No. 114, together with the lots on which said building is located, which said lots are designated on a plat recorded in Book F, at page 87 as lots Nos. 8 and 9, situate in the City of Greenville, State of South Carolina, and being described as follows:

Beginning at an iron pin on North side of West Coffee Street, which point is also the joint corner of lots 7 and 8 and which pin is nineteen feet six and one-half inches East from Richardson Street, and running thence along the joint line of said lots E. 21-44 E. 65 feet to an iron pin on the South side of an eight feet alley; thence along the South side of said alley S. 69-10 E. 40 feet to an iron pin, joint corner of lots Nos. 9 and 10; thence along the line of said lots S. 21-44 W. 65 feet to an iron pin on the North side of West Coffee Street; thence along the North side of said West Coffee Street N. 69-10 W. 40 feet to the point of beginning, being the same lots conveyed to me by

Julia McCarrell Foster by deed dated Jan. 1926, and recorded in Vol. 117 at page 85, on February 5, 1926, and also the same lots conveyed by me to myself, as trustee, by

deed dated February 9, 1926, and recorded March 19, 1926 in Vol. 117, at page 107; to

hold the said premises hereby demised unto said lessee for a term of twenty months, subject however to the optional extension of the term as hereinafter mentioned; such term to begin May 1st, 1926 and to terminate January 1, 1928; the said lessee paying therefor a rental of One hundred and ten (\$110.00) dollars per month for the first eight months; a rental of One hundred and twenty-five (\$125.00) dollars per month for the succeeding twelve months of said term; the first payment to become due and payable June 1, 1926, and

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