

State of South Carolina,
County of Greenville.

Lease.

This indenture made and entered into this the 17th day of December, 1935, by and between Peoples National Bank of Greenville, S. C., as Grantor and Trustee of the Estate of Clinton J. Morgan, deceased, Jas. H. Morgan, Jr., Individually and as Fiduciary for Mrs. Virginia W. Morgan under the will of Jas. H. Morgan, deceased, as Parties of the First Part and hereinafter referred to as Lessor, and Stewart-Merritt Co., Inc., a corporation, Party of the Second Part, and hereinafter referred to as Lessee.

Witnesseth:

That the Parties of the First Part, the Lessors, have hereby let and rented to the Lessee, Party of the Second Part, and it has hired and taken from them, for merchandise purposes, that two and one story brick store-house building, situate on the West side of South Main Street, in the City and County of Greenville, S. C., bearing the number 26, and bounded on the North by what was formerly known as the J. S. Williams property, on the South by the estate of J. W. Cagle, beginning the 1st day of January, 1936, and ending the 31st day of December, 1940, at the monthly rental of \$400.00 for the first two years of said term and \$425.00 per month for the last three years of said term, the said rent being payable monthly and at the end of each and every consecutive month during the period aforesaid.

It is further agreed that after this lease takes effect, if the Lessee shall alter, change, add to or make any improvements to said building or in the same, such shall be done at its expense, unless previously agreed upon in writing by the parties hereto.

It is further agreed that if the building hereby demised, or any extension that may be made thereof, shall be without fault of either party hereto destroyed by fire or so injured by fire or by the elements or in any other way or from any other cause as to render the same unfit for occupancy, then and in such event this lease shall cease and all parties released from further obligations hereunder.

It is further agreed that in any damage or injury occurs to the heating equipment, water works, and fixtures in said building by the negligence of the Lessee, its agents, servants or employees, the said damage or injury shall be repaired at the expense of the Lessee. And the Lessee shall at its own proper costs and charges, pay for the heat, water, electric current etc. that may be used in said building.

It is further agreed that the Lessor shall not be held liable for damage to the property of the Lessee caused by leaks in the roof or damage in any other way, unless the Lessor fail to repair or make an effort to repair the cause of said injury or damage within a reasonable time after notice in writing from the Lessee requesting same.

It is further agreed that the Lessee shall not sublet said premises or any part thereof, nor assign this lease for the whole or any part of the period covered thereby, without the written consent of the Lessor.

It is further agreed that any alterations or changes in the building shall be made only upon the written consent of the Lessor.

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