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- 9. It is expressly understood and agreed by and between the parties here to the menantis to furnish his own fuel for heating the building herein demised and 1 pay every expense incident thereto. The menant further agrees to carry adequate boiler insurance to protect the interest of the Landlords and to hold them harmless from any claims that may arise from damage or injury to persons or property caused directly or indirectly by said boiler. The menant further agrees to pay one half  $(\frac{1}{2})$  of all costs of the water, rent, or any other expenses incident or pertaining to the maintenance and operation of the sprinkler system which is in the building herein demised. Further the menant agrees that if any of the plate glass in the demised premises shall be damaged or broken whether because of the carelessness of the menant or otherwise, the menant shall replace the said glass with glass of like size and quality at his own cost and expense.
- 10. In the event the menant, its successors or assigns shall be adjudicated bankrupt, insolvent according to law, or shall make an assignment for the benefit of creditors, or shall file a voluntary petition in bankruptcy or if its stock of goods, wares, and merchandise be taken under attachment, execution or other process and said attachment, execution or other process be not vacated or said property released within ten (10) days or if any payment of rent shall be past due and unpaid for ten (10) days, then in any or all of such events this agreement of lease shall hence forth terminate at the option of the Landlords. In the event the Tenant, its successors and assigns, shall fail or neglect to perform any of the covenants and agreements herein contained to be observed and performed by said Tenant and notified of such failure or neglect in writing by the Landlords through registered mail addressed to the Tenant at the address of the building here in demised, and shall not have taken the necessary measures to correct said failure or default within ten (10) days, ten the Landlords, their legal representatives, administrators, executors, heirs and assigns, may thereupon terminate this lease without further notice, and may lawfully thereupon enter into and upon the premises or any part thereof and repossess the same and expel the Tenant and those claiming under the Tenant and remove their effects by force, if necessary, without being deemed guilty of any manner of trespass and without prejudice to any other claim or remedies they may have or use for arrears of rent or breach of covenant. Notice to quit, possession, and every other formality is hereby waived in case of default of payments of rents, and the said wenant for itself and for all claiming under him waives the right to retain said premises here in demised, after a warrant to dispossess or after any re-entry by the Landlands by process of law or otherwise as herein proveded.
- 11. The Tenant further agrees that it will keep said premises in good state of regain and at the Tenant's owncost and expense, and agrees that at the end or other termination of this lease, it will quit and deliver up the said demised premises in as good condition as when possession is given, natural wear and tear excepted.
- 12. The Landlords coverant and agreed that if the Tenant shall pay the rent herein provided and shall keep, observe and perform all of the other covenants, conditions and agreements of this lease by said meant to be kept, observed and performed, the Tenant shall and may peaceably and quietly have, hold, and enjoy the said premises for the term aforesaid.

13. It is further agreed and understood by the parties hereto that two covenants and agreements herein contained are binding upon even of the parties hereto as woll as upon their respective heirs, administrators, executions, successors, or legal representatives and assigns.

Inwitness whereof, the parties hereto have hereunto affixed their hands and seals, this said instrument being executed in duplicate, each of which will be considered an original, this year and day first above written.

Witness:

J. Frank Trussell

Henry P. Willimon.

w. P. P. Carson Henry P. Willimon.

State of South Carolina, County of Greenville.

Jake Eisenman

L. A. beyers

Landlords

Eugene B. Smith, Inc.,

BY: Eugene B. Smith,

Its President.

and

Blanche Tuck

Its Secretary

Personally appeared before me J. Frank Trussell who being duly sworn says that he saw the within named L. A. Meyers and Jake Eisenman sign, seal, and as their act and deed deliver the within instrument and that he with Henry P. Willimon witnessed the execution thereof.

Sworn to before me this 18th day of September, 1936.

Henry P. Willimon.

(L. S.)

Notary Public for S. C.

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J. Frank Trussell.

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