

## TITLE TO REAL ESTATE

THIS LEASE made and entered into this eighth day of April, 1937, between G. H. Bailes, hereinafter designated as "Landlord", and Rey's Inc., a corporation organized under the laws of the State of South Carolina, hereinafter designated as "Tenant."

WITNESSETH: That the Landlord has let unto the Tenant, and the Tenant has hired from the Landlord, the premises situated in the City of Greenville, State of South Carolina, known as and described as follows, to-wit:

Three story building being approximately 24 feet in width by approximately 125 feet in depth, fronting on North Main Street, in the City of Greenville, State of South Carolina, and known as No. 20 North Main Street, consisting of storeroom, basement and two upper floors with all and every the appurtenances thereunto belonging, and the sole and uninterrupted use and occupation thereof.

TO HAVE AND TO HOLD the same unto the Tenant, its successors and assigns for the full term of five years and one month from the first day of June 1937 to the thirtieth day of June, 1942, to be used and occupied by the Tenant for the sale and display of Jewelry, Silverware, Luggage and Leather Goods, and in the event Tenant subleases for the sale and display of Ladies, Men's, and Children's Wearing Apparel. Other types of businesses to require the written consent of the Landlord, said written consent not to be unreasonably withheld by Landlord.

In consideration of the demise and lease of the premises aforesaid by the Landlord, the Tenant agrees to pay to the Landlord as rental for said premises hereinabove described, the sum of Thirty-six Hundred (\$3600.00) Dollars per annum payable in equal monthly installments of \$300. in advance on the first day of each and every month for the first year of the term hereof. Tenant agrees to pay to the landlord the sum of Forty-two Hundred (\$4200.00) Dollars per annum, payable in equal monthly installments of \$350. in advance on the first day of each and every month for the remaining four years of this lease. It is understood and agreed that the Tenant shall be permitted to occupy the premises for the first month of the term hereof, to wit: from June 1st, 1937 to June 30, 1937, rent free.

If any rent shall be due and unpaid or if default be made in any of the covenants herein contained and such delinquency or default be not remedied within thirty days after notice by the Landlord to the Tenant, or if the Tenant shall file a petition in bankruptcy, or be adjudicated a bankrupt, or make an assignment for the benefit of creditors, or take advantage of any insolvency act, then and in that event, it shall be lawful, at the option of the Landlord, for the Landlord to re-enter said demised premises, with or without process of law, and repossess the same, and the Tenant shall vacate the said premises without further notice. Such repossession shall not be held to be a waiver of any other remedy which the Landlord may have for recovery for such breach.

IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

1. The Tenant agrees to keep the interior of the premises herein demised and the sidewalks abutting the same in a clean, sanitary condition, in conformity with the lawful municipal regulations of the city wherein the said demised premises are located and further agrees to make all interior repairs and improvements, except structural repairs.

2. The Landlord shall make all exterior and interior structural repairs including repairs to roof and plumbing, and shall have the right to enter said premises at any and all times during this lease, for the purpose of making necessary repairs for the preservation of the building, and also to show the premises to persons wishing to rent or purchase same.

3. The Tenant shall hold the Landlord harmless from all liability for damage or injury caused to any person or persons occurring in or connected with the premises hereby leased.

4. All trade fixtures in connection with the business conducted by the Tenant shall remain the property of Tenant or its assigns or undertenants, as the case may be, but may not be removed by it or them during this lease without Landlord's written consent or at the expiration hereof, until all rents reserved hereunder are paid.

5. The Landlord hereby covenants and agrees that at the time of the delivery of this lease, he is the sole owner of the premises herein leased and has the right and full power and authority to lease said premises.

6. The Tenant shall not commit any act which shall violate the fire insurance policies upon said property and shall pay electric light bills, water bills, and make provisions for liability insurance.

7. The Landlord warrants to the Tenant the quiet and peaceful possession of said premises hereby leased during the whole term of this lease.

8. The Tenant shall have the right to make such alterations and changes in such parts of the building as is occupied as it finds necessary for its purpose, at its own expense and providing that such alterations will not injure the building and must be done in a first-class workmanshiplike manner, provided that tenant shall have no right to incur any liability for said purpose entitling any person to a mechanic's lien.