

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

L E A S E

This agreement made and entered into this _____ day of December, 1939, by and between Judson Mills Store Company, a corporation with its principal place of business in Greenville, S. C., lessor, and Pete Kerhulas, lessee,

W I T N E S S E T H:

For and in consideration of the payments to be made by the lessee, as hereinafter provided, and of the covenants by the lessee, as hereinafter set forth, the lessor does hereby lease and demise unto the lessee the following described property:

All that certain store room located on the West side of South Laurens Street in the City of Greenville, County of Greenville, State of South Carolina, being known as No. 20 South Laurens Street, said store room being situate on the North half of two (2) lots purchased by Judson Mills Store Company from Peoples National Bank as Trustee for Bernice Endel.

To have and to hold unto the said lessee for and during a term of two years beginning January 1, 1940, and ending December 31, 1941, for the use and purpose of operating therein a soda and sandwich shop, said store room to be used for no other purpose.

In Consideration of the Premises, the lessee does hereby covenant and agree that he will pay to the lessor a rental of Seventy-Five (\$75.00) Dollars per month, payable on the first day of each month in advance.

The lessee does hereby covenant and agree that he will not assign this lease or sublet the premises or any part thereof or make any alterations therein without the consent of the lessor in writing; that he will use said premises for the purpose above set forth and for no other purpose and will not use or permit to be used the said premises for any unlawful purpose or permit anything to be done upon said premises which may be or may become a nuisance; that it will not do or permit to be done on said premises anything which may render void or voidable any policy of insurance on said premises against fire, nor which may render any increase or extra premiums payable for such insurance; that during the term of this lease the lessee will make at its own expense any necessary repairs to plumbing or broken glass and that at the expiration of said term deliver up said premises in as good condition as they were at the beginning of the term, reasonable wear and tear excepted.

Should the building on said premises be destroyed or so damaged by fire as to be unfit for occupancy herein provided, the rent herein provided or a proportionate part thereof should be abated until said premises shall be restored or this lease may at the option of the lessor terminated. In the event of bankruptcy of the lessee or in the event that the business operated by the lessee should be placed in the hands of a receiver, or should the lessee make an assignment for the benefit of creditors, the lessor may declare this lease immediately terminated and take possession of the premises.

Should the lessee fail to pay any installment of rent within three (3) days after the same is due or fail to perform any covenant which is herein contained, the lessor may at its option either declare the rental for the entire term immediately due and payable and proceed to collect the same or may declare this lease terminated and take immediate possession of the premises and collect the rental due upon same up to the time of the retaking of possession.

It is further covenanted and agreed that the lessee has privilege of renewing this lease for a further period of two years at a rental to be agreed, not to exceed Eighty-Five (\$85.00) Dollars per month and, at the expiration of said additional two year period, for a further one year period at a rental to be agreed upon, not to exceed One Hundred (\$100.00) Dollars per month.

In Witness whereof the lessor caused this agreement to be signed and sealed by its duly authorized officer and its seal to be hereunto affixed and the lessee has hereunto set his hand and seal this day and year first above written.

In the presence of:

P. Bradley Morrah, Jr.
T. C. Cleveland, Jr.

Judson Mills Store Company (SEAL)
BY: T. C. Cleveland, (SEAL)
Lessor V. P. Secy.
Pete Kerhulas (SEAL)
Lessee

State of South Carolina,
County of Greenville.

Personally appeared before me P. Bradley Morrah, Jr., who, being duly sworn, states that he saw the within named Judson Mills Store Company, a corporation, by T. C. Cleveland, its Vice-President and Secretary, sign and seal the within instrument, and that he with T. C. Cleveland, Jr. witnessed the execution thereof.

Sworn to and subscribed before me this 12th day of December, 1939.

T. C. Cleveland, Jr. (SEAL)

P. Bradley Morrah, Jr.

Notary Public for S. C.

For Extension of Lease See Deed Book 276 Page 218.