

## TITLE TO REAL ESTATE

THIS INDENTURE of lease made the 4 day of October, 1941 by and between W. C. Cleveland hereinafter sometimes for convenience collectively called "landlord" and S. H. Kress and Company, a New York corporation, having its principal office at 114 Fifth Avenue, Borough of Manhattan, City, County and State of New York, hereinafter sometimes for convenience called "tenant".

## WITNESSETH:

That the landlord hereby grants, demises and leases unto tenant and tenant hereby hires and takes from the landlord for the consideration and upon the terms and conditions herein set forth the street floor and basement of the building on the following described real property, situate, lying and being in the City of Greenville, County of Greenville, South Carolina; said store having a frontage of 42 feet on the west side of South Main Street and a depth of 150 feet along parallel lines to a private alley, said alley having an entrance from East McBee Avenue and known as No. 29-31 South Main Street and being the same store occupied for a number of years by F. W. Woolworth Company.

Landlord covenants that the alley adjacent to and to the east of said premises is a W.C.C. Private alley connecting with a street and that tenant, its sub-lessees, successors and assigns, shall have permanent access thereby during the term of this lease and any renewal or extension thereof to said premises for the purpose of receiving and delivering freight and all other lawful purposes.

TO HAVE AND TO HOLD the same with the improvements thereon and the appurtenances thereunto belonging unto the tenant, its successors and assigns for and during the term of two years (2) and six months (6) commencing on the first day of December, 1941 and ending on the 31st day of May, 1944. It is agreed that tenant may take possession of said premises rent free at any time it desires prior to December 1, 1941 and may make such alterations and install such fixtures, equipment and merchandise as it may desire as herein set forth prior to said date.

Tenant agrees to pay as rent for said premises the sum of Four thousand eight hundred dollars (\$4,800.00) per year payable in equal monthly installments in advance on the first day of each and every month at the rate of Four hundred dollars (\$400.00) per month.

Landlord covenants and agrees to pay any and all lawful taxes, charges and assessments, both general and special that may be levied or assessed against said premises or any part thereof and the buildings and improvements thereon and to exhibit to and forward to the New York office of tenant at any time on the demand of tenant official receipts for all such taxes, charges and assessments. In the event that landlord shall fail to pay any such taxes, charges and assessments, tenant may pay same and deduct the amount so paid with interest from any rent thereafter due to tenant hereunder.

It is agreed that tenant commencing with the date of the execution of this lease shall have the right to make such alterations and remodeling as it may desire to the demised premises including but not limited to the installation of a new store front and an elevator where and as desired by tenant, the removal or installation of walls and partitions, plumbing, wiring, etc. It is agreed that said premises require considerable renovating and alteration to make same fit for use and as above mentioned, tenant shall have the right to renovate and alter in such manner as it may desire but at tenant's expense provided, however, that such alterations shall not lessen the value of the building and provided further that same shall be made in accordance with the requirements of the public authorities having jurisdiction thereof. Tenant shall have the right of ownership of all salvage arising out of any alteration work carried on by tenant.

Landlord agrees during the term of this lease to maintain said building in good condition and to make all repairs thereto that may be necessary or advisable except that tenant shall make such repairs as are in its opinion necessary to the interior of the premises hereby leased to it. Wiring up to the wall outlets, the entire plumbing system excluding the toilets