

State of South Carolina,  
County of Greenville.

Whereas, on the first day of April A. D. 1927, the Woodside National Bank of Greenville, South Carolina as Lessor and D. L. Scurry and F. R. Nixon, operating under the firm name and style of Scurry & Nixon, as Lessees, entered into a Lease Agreement covering certain property on the West side of South Main Street in the City of Greenville, County and State aforesaid, the same being a portion of the building known as the Hindman Building, which Lease Agreement will expire according to its terms on March 31, A. D. 1932; and

Whereas, the property constituting the subject matter of said Lease was subsequently conveyed by the Woodside National Bank to the Peoples State Bank of South Carolina, which last named bank has succeeded to all of the rights of the said Woodside National Bank under such Lease; and

Whereas, the said Scurry & Nixon are desirous of obtaining from the Peoples State Bank of South Carolina, an extension of the period of such Lease for an additional three years, beginning with the first day of April A. D. 1932, and ending with the thirty-first day of March A. D. 1935;

1. Now Therefore, the Peoples State Bank of South Carolina, a corporation of Greenville, South Carolina, for and in consideration of the terms, conditions and rent to be paid unto it as hereinafter stipulated, has granted, bargained and leased, and by these presents does hereby grant, bargain and lease unto D. L. Scurry and F. R. Nixon, operating under the firm name and style of Scurry & Nixon, as Lessee, the following described premises to-wit:

"The ground floor and basement of that certain building on the West side of South Main Street, City of Greenville, County and State aforesaid, being a portion of the building formerly occupied by the Southeastern Farm Implement Company and known as the Hindman Building. " for a term of three years, beginning with the first day of April A. D. 1932, and ending with the thirty-first day of March A. D. 1935.

2. As a part of the consideration for said rental unto them, said Lessees agree and contract to pay unto the Lessor as rent for said premises during such period, the sum of Three Hundred Dollars (\$300.00) per month, the same being payable in advance on the first day of each and every month during the term of this contract and lease, beginning with the first day of April A. D. 1932.

3. The Lessees shall have the joint use of the elevator located in said building, upon such basis of operating cost as may be agreed upon between the Lessees and such other tenants as may now or hereafter occupy the upper floor of the said building. And the said Lessees agree to erect a box or guard around the elevator shaft on the ground floor and around or over the stairway leading to the basement and upper floor and to maintain the same in a safe and proper manner.

4. The Lessees, during the term of this lease, shall have the use of such shelving, cabinets and other fixtures as are now located in the premises herein rented. The Lessees agree to make no material alterations, changes or improvements without first obtaining the written consent of the Lessor; and it is expressly understood that all such alterations, changes and improvements, together with such shelving, cabinets and other fixtures now located in said premises, shall revert to the Lessor upon the expiration of this lease.

5. In the event that the premises herein leased should at any time during said term be rendered totally unfit for use by fire or other casualty without the fault of the Lessees, then this contract shall at once be terminated, but the said Lessees shall be fully responsible for all rents due to be paid up to the date of the removal of their property from said premises.

6. It is further understood that the said Lessees shall not use or permit the use of said premises for any purpose contrary to the laws of the United States or of the State of South Carolina, nor in violation of any ordinance of the City of Greenville; nor shall they use or allow said premises to be used for any purpose or purposes denominated hazardous by insurance companies or by which the rates of insurance thereon will be increased.

7. In the event that said Lessees shall violate any condition herein contained, or shall be in default in the payment of rent as herein set forth for a period of sixty days, they will, upon notice of such default, either repair and make good the default, or shall vacate and surrender said premises to the Lessor within ten days from such notice. And such surrender of said premises shall not operate to defeat the right of said lessor to enforce the terms of this lease as to payment of rent. If the Lessees shall be adjudicated bankrupt, or if a receiver shall be appointed of the Lessees property, or if the Lessees shall take or attempt to take the benefit of any insolvency law, or shall make an assignment of their property for the benefit of creditors, this lease shall terminate at once and without notice of any kind to the Lessees, or other persons, if the Lessor so elects. That the Lessor will not knowingly rent the remainder of said building to any person or persons who will permit said premises to be used for any purpose or purposes denominated hazardous by insurance companies or by which the rates of insurance thereon will be increased. And it is understood that should either the Lessor or the Lessees violate the