

fire, or other cause, so as to be totally unfit for occupancy or use, the Lessor shall, at his expense, repair or rebuild said building, restoring it to the condition it was in prior to the damage, within ninety (90) days after written notice by Lessee of such damage or destruction, during which period no rent shall be payable; Provided, that if he fail to do so this lease shall terminate; and Provided further, that in the event of total, or substantial destruction as here contemplated, the Lessor, if he elects to rebuild said building, restoring it to the condition it was in prior to such damage, he shall notify the Lessee within ten (10) days after notice, and if he fail to do so, the Lessee, at his option, may terminate the same.

It is agreed that the premises, or any part hereof, shall not be sublet, or this lease assigned, without the written consent of the Lessor, his heirs and assigns, provided, the Lessor may assign this lease as collateral to a loan on the said premises.

In witness whereof, the parties hereto do hereby bind themselves, their heirs, and assigns, the day and year first above written.

Signed, sealed and delivered

in the presence of:

W. T. Henderson

R. N. Ward

State of South Carolina,
County of Greenville.

R. R. Stokes (SEAL)

Lessor

Olin H. Spann (SEAL)

Lessee

Personally appeared W. T. Henderson, who on oath, states that he saw the within named R. R. Stokes, Lessor, and Olin H. Spann, Lessee, sign, seal and as their act and deed deliver the within written agreement, and that he with R. N. Ward witnessed the execution thereof.

Sworn to before me this the 18 day of October, 1939.

W. T. Henderson

R. N. Ward (L. S.)

Notary Public for S. C.

S. C. Stamps \$16.80

Recorded October 23, 1939 at 12:30 P. M. #13447 BY: E. G.

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

A G R E E M E N T.

This Agreement made this 16th day of September, 1939, between Shirley F. Saltzman, of Greenville, South Carolina, hereinafter referred to as the Seller, and Ludwig Rothschild and Hilda Rothschild, of Kew Gardens, Long Island, New York, hereinafter referred to as the Purchasers.

W I T N E S S E T H

(1) The Seller agrees to sell and the Purchasers agree to buy the five hundred (500) shares of stock in the corporation known as Shirby's, Inc., said five hundred (500) shares constituting the total corporate stock issued, at an agreed price of Ten Thousand Dollars (\$10,000) which amount shall be paid by the Purchasers as follows: Five Thousand Dollars (\$5,000) in cash or certified check upon the delivery of the shares of stock and the remaining Five Thousand Dollars (\$5,000) to be evidenced by promissory note, payable Two Hundred Dollars (\$200.00) per month until paid in full and bearing interest from date at the rate of six per cent (6%) per annum and to be secured by two hundred fifty (250) shares of the corporate stock in Shirby's, Inc., issued to the Purchasers.

(2) It is agreed that the Purchasers do hereby guarantee personally the performance of all agreements contained in the lease executed on the 16th day of February, 1939, between T. B. Reeves, Lessor, and Shirby's, Inc., lessee, and the contract entered into on the 16th day of February, 1939, by and between Shirby's Inc., parties of the first part, and Charles Grand and Louis Grand, co-partners, parties of the second part, and shall save harmless Shirby's Inc., lessee, and Shepard Saltzman, guarantor, from any loss on account of any default in the payment of the rent or any other obligations contained in said lease and contract to be performed by Shirby's Inc.

(3) It is agreed that the Purchasers have inspected the stock of goods and the books and accounts of the corporation and have satisfied themselves as to the value of the property. The Seller guarantees the accuracy of the books of accounts, but does not guarantee in any way the payment thereof.

(4) It is agreed that the Purchasers shall personally guarantee that all of the indebtedness now due and owing by Shirby's Inc., shall be paid in full not later than October 5, 1939.

(5) It is further agreed that the Seller will pay to Jennings Glass Company the sum of Seven Hundred Fifty Dollars (\$750.00) now due and owing by Shirby's, Inc., not later than