

## TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA )  
 COUNTY OF GREENVILLE )

LEASE

This agreement between W. H. Austin, herein called the lessor, and U. S. Bagging Company, Inc., a corporation duly incorporated under the laws of the State of South Carolina, herein called the lessee, is as follows:

1. The lessor, in consideration of the rental hereinafter mentioned, has granted, bargained, and leased and by these presents does grant, bargain, and lease unto the said lessee for the term of five years and eight months the property herein below described, the term of the lease beginning the 1st day of May, 1941, and ending the 31st day of December, 1946.

2. The said lessee in consideration of the use of said premises for the said term agrees to pay to the said lessor the sum of One Hundred Twenty-five Dollars (\$125.00) per month, payable monthly at the end of each month of actual use.

3. This property is leased to the said lessee for the purposes of carrying on its business therein as it may see fit, subject only to the requirement that it be used for purposes that are legal and that reasonable care be taken to avoid waste and injury thereto; and the said lessee shall have the right to sublet or assign the rights and premises herein contracted for (1) only to a party and (2) for purposes approved by the lessor in writing,--provided, however, that such approval will not be necessary for the use of such property for similar purposes for which it is now being leased by the aforesaid lessee.

4. The lessee aforesaid, shall have the privilege of putting up, on the premises herein leased, such temporary buildings as it may wish to place thereon, for use in its business, upon the understanding and condition that there will be no undue injury to the property, and the further understanding that there is to be no cost to the lessor for such building or buildings, and the further understanding that the said lessee, its successors or assigns, shall have the right to remove same at the expiration of the lease, or prior thereto if it desires to remove same before the expiration of the lease.

5. If the buildings herein mentioned shall be during the term of the lease destroyed by fire, or otherwise, the duration of the lease is not thereby to be affected, but it shall continue, until the time prescribed in paragraph one above for its termination; it is understood, however, that the liability to pay rent shall thereupon abate and remain in abeyance in accordance with the following terms: (1) In case of total destruction and inability to use said buildings no rent whatever shall be due and payable until such buildings are restored by the lessor, whose obligation it is to restore same with all reasonable promptness, to a condition as suitable for the use of the lessee as the condition that existed prior to its destruction; (2) In case of partial destruction the duties and obligations of the lessor and lessee shall be similar, but the obligation to pay rent shall be equitably prorated for the term during which the lessee shall have only partial use of the leased buildings, in the operation of its business.

6. The property herein leased is described as follows:

All that lot situated on the north side of Birnie Street near the Southern Railway and near a point where the Southern Railway Track crosses Birnie Street, and being lot numbers 104, 106, 108, according to city block or plat book. The said lot has about one hundred fifty feet (150) on Birnie Street with a depth of 270 feet, on which there is located a two-story brick building, and one story wooden shed, and there is to be constructed by lessor another shed, approximately 80 x 110 feet.

And it is part of the consideration of this contract that the aforesaid lessee shall have an easement of entrance and right of way over the adjoining lot at 110 Birnie Street and also right of way over a proposed street leading from lot number 110 to Westfield Street,--for access to and egress from the lot hereby leased, throughout the entire term of this lease.

Lessee is also to have the use of Southern Railway spur track with platform from car door to warehouse.