

TITLE TO REAL ESTATE

then the lessors shall permit the use of the insurance proceeds collected by them from the insurance policies carried on the building to be applied on the reconstruction of said building to its former condition, and if said funds are insufficient to so rebuild, then the lessee shall have the right at his option to add any sums thereto necessary to complete the building as nearly as practicable in its former condition. If, however, the lessee should request the lessors not to so reconstruct, the insurance proceeds may be retained by the lessors and this lease thereupon shall be terminated and cancelled.

7. The lessee does hereby agree to pay promptly when due all insurance premiums on policies insuring the building to be erected upon the leased lot and the lessors agree to pay when and as due all real estate taxes and assessments charged against the lot on which said building is located, and if the lessors fail or neglect to do so, then the lessee may pay the same and deduct the amount of such payments from the rental due and payable to the lessors under the terms of the lease.

8. It is understood and agreed that the lessors shall not during the term of this lease sell or otherwise dispose of the lot herein leased in whole or in part without giving to the lessee herein a 30 day option within which to purchase said property on the same terms and conditions as those on which the lessors are willing to make such sale to any other party. The lessors shall notify the lessee of said terms and conditions and submit any bona fide offer for sale which the lessors may have received and approved to the lessee who shall have the right within 30 days thereafter to purchase said property on the same basis whereupon the lessors shall give the lessee a good valid, general warranty deed conveying the property to him free from liens and encumbrances.

9. It is understood and agreed that if the lessee pays the rent herein provided and performs the other conditions herein required he shall be undisturbed in the use and occupancy of said premises for and during the term of this lease or any extension thereof. In the event, however, the lessee, his heirs or assigns become more than 90 days in arrears with the rental required to be paid by the terms of this lease then the lessors may give written notice to the lessee, his heirs, or assigns, that unless such rental is paid at the expiration of 30 days from the delivery of such notice then they shall exercise the right and option to terminate the lease and require a surrender of the possession of the premises with the building situate thereon.

10. It is understood that the lessee shall have the right to tie his sanitary sewer line leading from the building to be constructed on the above described lot to the line leading from the filling station building to the main thereby making it unnecessary for the lessee to make a new tap on the sewer main.

11. Further, the lessors agree on the execution of this lease or as soon thereafter as the zoning ordinance may be amended so as to permit the construction and use contemplated by the terms of this lease, for any mortgage or lien against the property to be subordinated to the terms of this lease, particularly, the mortgage by the lessors to the First National Bank of Greenville, S. C., in the sum of \$6500.00, dated December 13, 1946 and recorded in the R.M.C. Office for Greenville County, S. C., in Mortgage Book 356, page 112. This subordination clause shall be duly endorsed on the back of the original lease and recorded so that the lease may in no event be defeated by any possible rights of any mortgagee or lien holder.

12. At the expiration of this lease the lessee shall have the right to remove from the premises and the building any and all fixtures, equipment, appliances, lights, boilers, or other movable equipment placed in the building or about the premises by the lessee, his heirs or assigns during the term of this lease.

TO THE FAITHFUL PERFORMANCE OF This lease agreement the lessors and the lessee do hereby bind themselves, their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, The Lessors and the Lessee have hereunto set their hands and seals this the day and year first above written.

In the presence of:
A. C. Mann
Betty J. Long

Walter W. Goldsmith (L.S.)
Lessor

Henry P. Willimon (L.S.)
Lessor

Alfred C. Mann, Jr. (L.S.)
Lessee

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Personally appeared before me Betty J. Long who on oath says that she saw the within named, Walter W. Goldsmith and Henry P. Willimon, Lessors and Alfred C. Mann, Jr., Lessee, sign, seal and as their act and deed deliver the foregoing written lease and that she with A. C. Mann witnessed the execution thereof.

Sworn to before me this
15th day of July, 1947.

Betty J. Long

A. C. Mann (L.S.)
Notary Public for S. C.

See Deed Book 519 Page 52