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The said party of the first part for himself, his heirs, personal representatives and assigns, doth further agree to and with the said party of the second part that the building so erected and constructed shall be completed, ready for occupancy on or before the first day of January 1910; and doth further demise and lease unto the said party of the second part, the said first floor and basement of the said building. The said first floor to be the second and third doors from McBee Avenue with the curtilage thereunto belonging, for the term of five years, beginning on the first day of January in the year nineteen hundred and ten, and ending on the thirty first day of December in the year nineteen hundred and fourteen.

The said party of the second part agrees to and with the said party of the first part, that he will yield and pay unto the said party of the first part, his heirs or assigns, for the above demised premises, the yearly rental of Two Thousand dollars, accounting from the first day of January A.D. 1910 and payable thereafter in equal monthly installments of One hundred and sixty six and sixty six one-hundredths dollars (\$166.66) each on the first day of every month in every year during the continuance of the said demise, the last thereof, to be paid however, on the thirtieth day of December A.D. 1914.

The said party of the second part doth further promise and agree to and with the said party of the first part that if the said building to be constructed as aforesaid, shall be ready for occupancy prior to the first day of January A.D. 1910, the said party of the second part will immediately enter and take possession of the said premises hereby demised, paying rental for the time of occupancy prior to January 1, 1910 at the rate of Two Thousand dollars per annum, and agreeing that such tenancy prior to January 1, 1910 shall be in all respects and particulars subject to the terms and conditions of this agreement. Provided, that if said rent shall be in arrears and unpaid, in whole or in part, at any time after it shall become due and payable, as aforesaid, then it shall be lawful for the said party of the first part, his heirs or assigns to make distress therefor, and by all lawful ways recover the same.

The party of the first part shall retain for the full period his land-lord's lien and authority to force the same, now existing under the laws of the State of South Carolina. And the said party of the second part hereby covenants to and with the said party of the first part as follows, to wit:-

- (1) That he will pay the rent when due and payable under the terms of this lease,
- (2) That he will during the continuance of the said term, keep the said store and premises in the same repair in which they now are, or may hereafter be put, natural wear and tear, damage by fire and Act of God excepted.
- (3) That he will conduct and carry on in said demised premises a retail general merchandise business and none other; and that he will not do or suffer to be done in the conduct of the said business, any act that will contravene or vitiate the policy or policies of insurance upon the property hereby demised, and further that the said premises shall be used only for such purposes as will fix the rate of Insurance at a rate not greater than the present rate for crockery and tin merchandise under the regulations of the South-Eastern Tariff Association.
- (4) That he will remove or cause to be removed from said building and approaches thereto all loose straw, hay, excelsior, paper or other such packing material, as soon as packages of merchandise are unpacked.
- (5) That he will not obstruct the approaches to the said premises so as to prevent the free use of the same by other parties in common with himself.