

State of South Carolina,
County of Greenville.

This Agreement entered into this 25th, day of September, 1919, by and between E.M. Wharton, hereinafter called the Landlord, and McClure Ten Cent Company, a corporation created and existing under the laws of Georgia, hereinafter called the Tenant, Witnesseth:

The Landlord has leased to the Tenant the brick store building located in the City of Greenville, County and State aforesaid, known as No. 221 North Main Street, consisting of basement, first and second floors, for a term of five years, beginning September 1st, 1919, and ending August 31, 1924. To have and to hold unto the said Tenant for and during said full term of five years, together with all the rights of the Landlord in the alleyway or storage room on the ground floor between said store and the adjoining store No. 219 North Main Street, and the Landlord's rights in the two stairways, front and back, to the second floor hallway between the said two stores. It is agreed that in the event of damage to the premises by fire the rent shall cease for such time as the premises are totally unfit for use; if they are partially unfit for use the rent shall abate in proportion. In case, however, the damage to the building by fire should amount to fifty per cent of the value of the building, either party shall have the right immediately to cancel this lease by notice in writing to the other party.

It is further agreed that the Landlord shall keep the roof in good condition, but all repairs and alterations shall be at the expense of the Tenant; the Tenant shall make good all damage to the premises due to its negligence or the negligence of any person or persons on the premises by its orders or permission. The Tenant shall have the right to make any alteration it desires in the building, provided the same are permitted by law, do not damage the building, increase the fire hazard or insurance rate, or cause any nuisance; provided, (however, that the Tenant expressly covenants to restore the premises to their present condition upon the termination of this lease). It is agreed that the Tenant shall not have the right to assign this lease, but it may sublet the premises to any morally and financially responsible person engaged in the same or a similar line of business as the Tenant; it being understood, however, that the receipt of rent by the Landlord from such sublessee shall not be construed as an agreement on the Landlord's part to release the Tenant or to consent to any attachment.

The Tenant agrees to pay to the Landlord a rental of three hundred fifty dollars (\$350.00) per month during the full term of five years, payable monthly on the 15th, day of each month, the first payment falling due September 15th, 1919.

The Landlord hereby grants unto the Tenant the option to extend this lease for an additional term of five years at a rental of four hundred dollars (\$400.00) per month for the first thirty months and four hundred fifty dollars (\$450.00) per month for the next thirty months, payable in the same manner as payment of rent is provided in the paragraph above; provided, however, that the Tenant shall give to the Landlord six months' notice in writing of its intention to exercise this option. In case the option is exercised the Tenant shall continue to hold and occupy the premises under the same terms, conditions and covenants as herein provided, except as to the rental.

The Tenant agrees at the expiration of this lease to restore the premises to their present condition without unreasonable delay and to continue to pay rent at the same rate as it is -

(next page)

paying at the time of such expiration until the premises are completely restored; and in any event the Tenant agrees that the premises shall be restored within six months after the termination of this lease, and if not so restored the Landlord may re-enter and take possession and complete the restoration at the expense of the Tenant.

In case the rent should become in arrears for more than thirty days, or in case the Tenant should fail in the faithful performance of any of the agreements herein contained, it shall be lawful for the Landlord at his option to declare the lease terminated and to take possession of the premises.

In witness whereof, E.M. Wharton has hereunto set his hand and seal and McClure Ten Cent Company has caused this agreement to be signed by C.W. McClure, its president, the day and year first above written.

In presence of:

Anda Robins,
Stephen Nettles.

E.M. Wharton (Seal)
McClure Ten Cent Company
By C.W. McClure, President.

State of South Carolina,
Greenville County.

Personally appeared Anda Robins who being duly sworn says that she saw the within named E.M. Wharton and McClure Ten Cent Company by C.W. McClure, its president, sign, seal and deliver the foregoing written instrument for the uses and purposes therein mentioned and that she with Stephen Nettles witnessed the execution thereof.

Sworn to before me this 25th,
day of September, 1919.
Stephen Nettles (Seal)
Notary Public for S.C.

Anda Robins

Recorded May 29th, 1920.

State of Virginia,)
City of Richmond.) Probate to deed.

Personally appeared before me W.J. Fisher, who upon oath says, that the within-named Hattie J. Holland, signed, sealed and as her act and deed deliver the within written deed and instrument on February 17, 1916, and that he with Robert J. Powell witnessed the due execution thereof.

Sworn to before me this October 8th, A.D. 1920.
D.C. Ballard (Seal)
Notary Public for Virginia,
My Commission Expires July 31st, 1922.

W.J. Fisher

" For the deed to the above Probate, see deed book #39, on page 62"

Recorded October 11th, 1920.