

State of South Carolina,
County of Greenville.

Whereas, on the 25th, day of September, 1919 a lease was entered into between E.M. Wharton as Landlord and McClure Ten Cent Company, a corporation, as tenant covering the premises known as No. 221 North Main Street, Greenville, S.C., for a term of Five (5) years beginning September 1, 1919 and ending August 31, 1924, with the privilege of renewal for an additional five (5) years; and thereafter, on the 2nd, day of June, 1923, McClure Ten Cent Company sublet the premises to Jones Furniture Company, a corporation, for the balance of said term (beginning January 1, 1924) and said renewal term of five (5) years; and the first mentioned lease contained a covenant by the lessee to restore the premises to the same condition they were in when the lease began upon the expiration thereof, but the latter lease contained no such provision; and

Whereas, by reason of said omission E.M. Wharton has objected to the holding of said premises by Jones Furniture Company under its lease from McClure Ten Cent Company, and in order to obviate said objection Jones Furniture Company has agreed to restore said premises as above stated, in consideration of which the said E.M. Wharton has agreed to accept the said Jones Furniture Company as tenant under said lease, without however, waiving his right to look to McClure Ten Cent Company for the full execution of all the covenants in the first mentioned lease contained:

Now, Therefore, in consideration of the premises and the sum of One (\$1.00) Dollar by each paid to the other, the receipt whereof is hereby acknowledged, Jones Furniture Company does hereby covenant with E.M. Wharton that upon the expiration of its lease from McClure Ten Cent Company it will restore the above mentioned premises to the same extent and under the same circumstances and conditions as the said McClure Ten Cent Company covenanted to restore same in its lease from E.M. Wharton above mentioned, to the end that Jones Furniture Company shall be bound to E.M. Wharton for the restoration of the premises in precisely the same terms and subject to the same conditions that the said McClure Ten Cent Company is now bound to E.M. Wharton.

And the said E.M. Wharton covenants that Jones Furniture Company shall have the same right to hold and occupy the premises during its lease that the said McClure Ten Cent Company has under its lease from E.M. Wharton.

In witness whereof the said E.M. Wharton has hereunto affixed his hand and seal, and Jones Furniture Company has caused its corporate seal to be affixed and these presents to be signed by O.M. Benton, its Vice-President, all in duplicate, at Greenville, S.C., this the 4th, day of December, 1923.

In presence of:

Monica A. Wharton,

C.V. Stribling.

Stephen Nettles,

Hannah L. Shepherd.

E.M. Wharton (Seal)

Jones Furniture Company (Seal)

By O.M. Benton, Vice-President

In the absence of President.

As to Jones Furniture Co.

State of South Carolina,
County of Greenville.

Personally comes before me Stephen Nettles who on oath says: that he saw the within named Jones Furniture Company, by O.M. Benton, Vice-President, sign, seal and deliver the within -

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written Lease, and that he with Hannah L. Shepherd witnessed the execution thereof.

Sworn to and subscribed before me

this 10th, day of December, 1923.

Hannah L. Shepherd (Seal)

Notary Public for S.C.

Stephen Nettles

State of South Carolina,
County of Greenville.

Personally comes before me C.V. Stribling who on oath says: that he saw the within named E.M. Wharton sign, seal and as his act and deed deliver the within written Lease, and that he with Monica A. Wharton witnessed the execution thereof.

Sworn to and subscribed before me this

10, day of December, 1923.

B.A. Morgan (Seal)

Notary Public for S.C.

C.V. Stribling

Recorded February 11th, 1924.

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