

the party of the first part shall not be required to rebuild, unless party of the second part will then exercise his option to lease for remaining six years.

X. The party of the second part is to have the privilege of insuring the furniture, bed, fixtures in the name of the party of the first part and, in case of fire party of the first part is to replace furniture and fixtures, and upon payment to do so the insurance shall go to the party of the second part.

XI. The party of the first part does covenant and agree that at present there are no liens or encumbrances on any of said furniture and fixtures and good will of the same and that he is the sole owner of the same.

XII. It is further understood and agreed that the party of the second part is to have the privilege of assigning this lease with all rights, privileges and liabilities under same, to a corporation of which he will be the principal stock holder with a capital stock of five thousand dollars (\$5000.00) paid in.

XIII. That should the property be foreclosed and the title passed from the party of the first part within two years from date of this lease, the furniture, fixtures and good will of the business are to belong absolutely to the party of the second part, with due notice payment.

XIV. The party of the first part agree not to sell, mortgage or encumber in any way the furniture and fixtures now in the said building during the term of this Agreement.

XV. That this Agreement may be recorded in the records of Greenville County in the Index Books provided for these "mortgages".

and for chattel mortgages.

In Witness Whereof, the said parties do hereunto set their hands and seals, the year and date first above-written.

Witness: Ed. C. (Seal) (Seal)  
John E. Johnston Milton Starr (Seal)  
J. Wilbur Hicks

We N. C. McKnight, as trustee and Robert Wilson do certify that we have read the foregoing Agreement, and do, for ourselves, our heirs, administrators, executors, assigns, and successors consent and agree to all the terms and conditions of the same.

In witness whereof we do hereunto set our hands and seals, this the first day of November, 1928.  
N. C. McKnight (Seal)  
Witness: as Trustee  
John E. Johnston Robert Wilson (Seal)  
J. Wilbur Hicks

State of South Carolina }  
County of Greenville }  
Personally appeared before me J. Wilbur Hicks who, after being duly sworn, states that he saw the within named Ed. C. (Seal) party of the first part, Milton Starr party of the second part, N. C. McKnight, as trustee, and Robert Wilson sign, seal and as their act and deed deliver the within written Agreement, and that he with John E. Johnston, witnessed the execution thereof.

I sworn to before me J. Wilbur Hicks, this 1 day of November 1928  
John E. Johnston (Seal)  
Notary Public for S.C.

Recorded November 1st 1928 at 12:35 o'clock P.M.

END OF D.