

## TITLE TO REAL ESTATE

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STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

THIS INDENTURE Made and entered into by and between The First National Bank of Greenville, South Carolina as Lessor and Bihari's -Restaurant, Inc., a corporation, as Lessee, this 21 day of April, 1939.

## WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter made to be kept and performed by the Lessee, the said Lessor does hereby bargain, grant and lease and demise unto the Lessee that certain lot and building thereon on the Southwest corner of Main Street and McBee Avenue in the City of Greenville, fronting twenty-seven and one-half ( $27\frac{1}{2}$ ) feet on Main Street with a depth of ninety feet on McBee Avenue, formerly occupied by the Lessor, for a term of ten years, commencing ninety days after the execution and delivery of this indenture, or commencing on the day of the actual occupancy of the Lessee, which ever shall be the earliest date, and continue thereafter for ten years.

To Have and to hold unto the said Lessee for said aforesaid term, to be used for the purpose of conducting a restaurant or public eating place or similar establishment and bar if permitted by law, and for no other purpose.

And in consideration of said lease and demise the said Lessee does hereby agree and bind itself and its successors to pay to the Lessor as rent for said premises, the sum of Twenty-Seven Thousand (\$27,000.00) dollars due and payable Two Hundred Twenty-Five (\$225.00) dollars per month in advance, to be paid on or before the tenth of each and every month of said term. Should the said Lessee fail to pay any monthly instalments of rent when due and continue in arrears of said payment for a period of thirty days, then upon the expiration of said thirty days period the said Lessee still being in default in such payment the Lessor shall have the right to cancel and terminate this lease and upon notification to the Lessee of said termination and cancellation said Lessee is to immediately deliver quiet and peaceful possession of said premises to the Lessor; and provided further that all of the rent remaining due for the remainder of the term of this lease shall accrue and become due and payable.

It is understood and agreed that the Lessee has examined the condition of the premises and has received the same in good order and repair. And that there has been no representations as to the condition or repair of said premises by the Lessor or any agent thereof prior to the execution of this lease.

It is further understood and agreed that the Lessor shall immediately remove all of its property and fixtures now located in said building and will remove the doors of the two vaults located therein. And, further that the Lessor will keep and maintain in a good state of repair, the roof and outside walls of the building, and all stationary plumbing therein.

It is further understood and agreed that the Lessee may make such alterations as it deems fit and proper for the conducting of its business, on the inside of said building at the expense of the Lessee. And all alterations, decorations, repairs and otherwise during the term of this lease made on the inside of said building shall be borne by said Lessee. It is further understood and agreed that the Lessee shall make no alterations or changes of any kind on the outside of said building, except that the Lessee may place on the outside of said building appropriate signs, neon, electric or otherwise, for the purpose of advertising its business. And the lessee does further agree to replace all broken glass, the same quality now in said building, and to conform to all of the sanitary rules and regulations of the City of Greenville.

It is understood and agreed that the Lessee is at this time also leasing the building immediately in the rear of the premises herein demised and that the Lessee shall have the right to take out such part of the wall between said two buildings as may be necessary for proper passage between said buildings. Provided, however, that the said Lessee upon the termination of this lease shall, at the expense of said Lessee, replace said wall in the same condition as it now exists.

If is further understood and agreed that should the premises become totally destroyed by fire, destruction or otherwise, to such an extent that the Lessee cannot continue its business therein, that the Lessor shall have the option of terminating and cancelling this lease, and all rights of the Lessor and Lessee thereunder shall be cancelled and terminated, and the said Lessor shall refund to the Lessee the pro-rata part of any collected unearned rent; and provided further that the said Lessor shall also have the option to rebuild said building in the same condition as it now exists or upon such conditions as may be agreed upon by and between the Lessor and Lessee within a reasonable time, and said lease shall continue in full force and effect, except that the said Lessee shall not be liable for the payment of rent during the time that the said Lessee was not able to carry on its business therein.

It is the true intent and meaning of this provision that the same shall apply only where the property is completely destroyed by a casualty or so far destroyed by said casualty so that the Lessee cannot continue its business. Should any small damage be occasioned by fire or other casualty the Lessor shall immediately repair the same and refund to the Lessee the prorata rent for each day the Lessee cannot carry on its business in said building while the same is being repaired.