

## TITLE TO REAL ESTATE

LEASE STANDARD -- No. 15.

THIS INDENTURE

S. C. Stamps \$11.88

Made this twelfth day of December in the year of Our Lord, One Thousand Nine Hundred and Forty BETWEEN WILLIAM H. AUSTIN, (hereinafter sometimes called "Landlord"), party of the first part, AND SEARS, ROEBUCK AND CO., a New York corporation qualified to do business in South Carolina, (hereinafter sometimes called "Tenant"), party of the second part;

WITNESSETH, That the party of the first part, having full authority to make the agreements hereinafter set forth, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by both parties hereto, has demised and leased to the party of the second part, the premises in the City of Greenville, County of Greenville and State of South Carolina known and described as:

The location and description of the demised premises is shown on the rider attached hereto.

~~together with all easements, rights of ingress and egress and all appurtenances and fixtures belonging or appertaining to said premises, to be occupied for the sale and storage of general merchandise.~~

~~The location and dimensions of the demised premises are shown on the plat hereto attached, marked "Exhibit A", signed by the parties to this lease and hereby made a part hereof.~~

~~We have and to hold the same, unto the party of the second part, from the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_ until the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_~~

The parties mutually agree as follows:

FIRST: Tenant, in consideration of said demise, does covenant and agree with Landlord, to pay as rent for said demised premises the sum Three Hundred (\$300.00) Dollars, payable in monthly installments of \_\_\_\_\_ in advance, upon the first day of each and every month of said term at --- to Landlord at Greenville, South Carolina.

The rider hereto attached, consisting of 71 typewritten lines, is hereby made a part of this lease.

SECOND: Landlord covenants that Landlord will on or before the beginning of the term hereof, deliver possession of said demised premises to Tenant in good condition and repair, ready for said occupancy, free and clear of all tenancies and occupancies, with all the additions, alterations and repairs in this lease provided to be made by Landlord fully completed; and that in addition to making the additions, alterations and repairs, if any, herein specifically provided for. Landlord will, at his own expense, make such further additions, alterations and repairs as may be necessary to make said demised premises and all fixtures, equipment and appurtenances belonging to, in or about said demised premises (not including, however, the fixtures, equipment, and appurtenances of Tenant) comply at the beginning and during the term hereof with the laws of said state, ordinances of said city, and regulations applicable to said demised premises and the use thereof as aforesaid. ~~Landlord represents and warrants that Landlord owns good title to the demised premises and all machinery, equipment and fixtures located therein (except the machinery, equipment and fixtures, if any, belonging to Tenant herein) and that the same are new and will be at the beginning of the term hereof free and clear of all encumbrances, mechanics' laborer's and materialmen's liens and any liens whatsoever except the lien of current taxes.~~ Landlord also warrants that the elevator or elevators in the demised premises will, when delivered to Tenant at the beginning of the term hereof, comply in all respects with the Safety Code for Elevators compiled by the American Engineering Standard Committee and published by the American Society of Mechanical Engineers. In the event the demised premises have not been delivered to Tenant at the beginning of the term of this lease, all as herein provided, then the covenants and obligations of Tenant herein contained, including the covenant to pay rent, shall abate until said premises are so delivered to Tenant; and Tenant shall also have the right, at any time after the date herein specified for the beginning of the term hereof until said premises are so delivered to Tenant, to cancel this lease as of the beginning of the term hereof together with all of the obligations of Tenant hereunder, without in any manner affecting any other remedies of Tenant against Landlord, by giving Landlord written notice of such cancellation.

THIRD: Tenant agrees that it will, at its own expense, make all repairs and replacements to or upon the demised premises which become necessary during tenant's occupancy of said premises by reason of the fault or neglect of tenant or of tenant's employees. Tenant also agrees that it will keep the demised premises in a clean condition, according to the city ordinances and the direction of the proper public officers, during the term hereof, and that upon the termination of this lease the demised premises will be in substantially as good condition as received, loss by fire, tornado, earthquake or any unavoidable casualty and ordinary wear and tear excepted.

FOURTH: Landlord hereby covenants that he will, at his own expense, keep in good con-