

## TITLE TO REAL ESTATE

45782 PROVENOR-JARRARD CO.-GREENVILLE

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

THIS LEASE, Made and entered into this the 16th day of February, 1944, by and between DAN D. DAVENPORT, of the above State and County, party of the first part, hereinafter called the "Lessor", and DUKE POWER COMPANY, a corporation organized under the laws of the State of New Jersey, party of the second part, hereinafter called the "Lessee", WITNESSETH:

That for and in consideration of the monthly rental of Seventy (\$70.00) Dollars, payable on the 1st day of each and every month during the term of this lease, the Lessor hereby lets, leases and demises to the Lessee, its successors and assigns, the first floor and basement of the building of the Lessor located at the corner of Trade and Randall Streets, in Greer, South Carolina, facing 26 feet on Trade Street and extending back with that width for a distance of 100 feet along Randall Street, together with garage space of 25' x 30 feet from the rear of said building which is known as No. 27 East Randall Street, and being the premises now occupied by the Lessee.

The term of this lease shall begin on March 1, 1944, and shall expire on the 28th day of February, 1949.

During the term of this lease the Lessor shall keep the roof and exterior of the leased premises in good and sound condition.

The Lessee agrees to pay the monthly rental herein provided for in advance on the 1st day of every month during the term of this lease, and to deliver up possession of the premises to the Lessor, his heirs or assigns, at the termination of the lease, in as good condition as same now are, reasonable wear, fire and other casualty excepted.

The Lessee shall have the right at its own expense to make such changes in the interior of the buildings on the leased premises as it may desire, and shall have the right, at the termination of the lease, or at any time prior thereto, to remove from said premises any and all fixtures, furniture, equipment and other property which it may have placed thereon, provided the interior of the buildings are left in as good condition as the same were at the beginning of the term, reasonable wear, fire and other casualty excepted.

In the event of damage to the leased premises by fire or other casualty, the Lessor shall proceed at once to repair and replace the same; if the damage is such as to not substantially or unreasonably interfere with the use of the premises by the Lessee, the rent to be paid shall be abated to the extent that the premises can not be satisfactorily occupied by the Lessee, until such damage is repaired by the Lessor. Should the leased premises be destroyed or damaged to the extent that same can not satisfactorily be occupied by the Lessee in its opinion, the Lessee shall not be required to pay said rental from the time said destruction or damage occurs until the premises shall be repaired or replaced in a manner satisfactory to the Lessee, and in the event of such last mentioned destruction or damage, either party may, by written notice to the other within ten days of the date of such destruction or damage, cancel this lease.

This lease is and shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

The Lessor covenants and agrees with the Lessee, its successors and assigns, that he has full authority to execute this lease, and that the Lessee shall have peaceable possession of the leased premises during the term hereof.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate and have hereunto set their hands and seals, this the day and year first above written.

Signed, Sealed and Delivered

in the presence of:

M. C. Davenport

G. G. Boggs

(As to Lessor)

Dan D. Davenport (SEAL)

ATTEST:

L. H. Adams

Assistant Secretary



DUKE POWER COMPANY,

BY: E. C. Marshall

Vice President.

Signed, Sealed and Delivered

in the presence of

W. R. Jackson

S. L. Duckett

(As to Lessee)

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

Personally appeared before me M. C. Davenport, and made oath that he saw the within named Dan D. Davenport, sign, seal, and as his act and deed deliver the within written instrument;