48782 PROVENCE-J-RPARO CO -OPERNUIA

STATE OF SOUTH CARCLINA, COUNTY OF GREENVILLE.

LEASE

This Lease made and entered into at Greenville, S. C. this the 29th day of August, 1944, by and between Oscar Hodges, Jr. as Trustee for Vardry McBee, Annie McBee Moore and H. B. McBee, and Vardry McBee, Annie McBee Moore, H. B. McBee, and W. R. McAlister, individually, hereinafter designated as the Lessors, and J. B. Orders, Greenville, S. C., hereinafter designated as the Lessee.

WITNESSETH:

That in and for the consideration hereinafter expressed, the lessors agree to lease and do hereby lease unto the lessee the store-room or store-rooms situate in the City of Greenville, State of South Carolina, fronting on Coffee, Laurens and Buncombe Streets, being the premises heretofore and at present occupied by Grover C. Richardson, doing business as Greenville Furniture Company, including the basement used in connection with said store-room, for a period of five years, commencing on September 1, 1944 and expiring on August 31, 1949.

In consideration for said premises the lessee agrees to pay to the lessors in the manner hereinafter set forth, the sum of Two Hundred (\$200.00) Dollars per month for the first year of said five year period and the sum of Two Hundred and twenty-five (\$225.00) Dollars per month for the remaining four years of said five year period. Said monthly payments to be made in advance on the first day of each and every successive month during said lease period.

The lessee agrees to make at his own expense such repairs to the interior of said premises, as he may desire in connection with his occupancy of said premises, but agrees that in any event he will make repairs to the interior of said premises, during the first two years of said lease period, to the extent of Three Hundred (\$300.00) Dollars.

The lessors agree to maintain at all times during said five year period the roof covering the building in which said premises are housed in good condition, and will make good any and all damage sustained by the lessee as a result of leakage from said roof or from the premises immediately over the above the premises herein leased.

The lessors agree to furnish or cause to be furnished proper heating for the premises herein leased, but the lessee herein agrees at his own expense to supply the necessary lights and water, incidental to and in connection with his occupancy of said premises.

It is understood that the lessee herein shall not have the right to assign this lease or sublet said premises, or any portion thereof, without first obtaining the written consent of the lessors herein.

It is understood that in the event of fire or other casualty resulting in the destruction of the premises herein leased, to such extent as to render the same unfit for the purposes for which the same shall be used by the lessee, this lease shall immediately thereupon terminate, but in the event said premises are only partially damaged and the parties here to elect to have said premises repaired and restored, the lessors shall do so immediately from insurance funds or from other funds belonging to the lessors, but the rental for the period necessary to repair or restore said premises, shall abate.

It is understood and agreed that the lessee shall have the period of ten days from the date at which time any monthly installment of rent shall be due, in which to pay the same, without being in default of said rental payment.

It is understood and agreed between the parties here to that the lessee herein shall pay the rental hereinabove stipulated to Oscar Hodges, Jr., as Trustee, however, if at any time during the effective date of the lease of H. B. McBee, to W. R. McAlister, Annie McBee Moore, Vardry McBee and W. R. McAlister, shall give notice in wirting to the lessee designating another agent other than Oscar Hodges, as Trustee, to whom said rental payments shall be made, the lessee thereafter shall make said monthly payments of said rental to the agent so designated, or upon expiration for any cause of the lease of H. B. McBee to W. R. McAlister, the said Annie McBee Moore, H. B. McBee and Vardry McBee shall give to the lessee herein written notice designating some agent other than the said Oscar Hodges, as Trustee, to whom said rental payments shall be made, the lessee herein shall make said monthly payments of rent to such person so designated.

It is understood and agreed between the parties hereto that the said Oscar Hodges, Jr., as Trustee, or such other agent designated in the manner hereinabove set forth to accept payment of said rental, shall, from the rental derived from the premises herein leased, and from the rentals derived from other property owned by the lessors, keep all taxes paid which may constitute a lien upon the premises herein leased.

IN WITNESS WHERE OF, the parties hereto have set their hands and seals at Green-

IN THE PRESENCE OF:

ville, S. C.

D. B. Leatherwood

G--M--Meere-

Oscar Hodges, Jr. (L. S.)
As Trustee for Vardry McBee, Annie
McBee Moore and H. B. McBee.