TITLE TO REAL ESTATE

seized under attachment, execution or other process, and such attachment, execution, or other process be not vocated or such property released within ten days, then, and in any such event, this lease may be immediately terminated at the option of the Landlord. Should any installment of rent be past due and unpaid for more than ten days, the Landlord may, at his option, declare this lease terminated and enter and take possession of the premises.

- (5) It is the intent that the improvements and alterations herein provided to be made shall be pushed to completion as soon as may reasonably be done but should the final completion be delayed by circumstances beyond the control of the parties such as governmental regulations or inability to secure required materials or fixtures then, and in such event, if the work shall have been substantially completed and the Landlord shall have expended all or the greater portion of the said sum of \$40,000.00 the making of the new lease shall not be further delayed.
- the building which now has three stories and a basement on the Scutheast corner of East Washington Street and Brown Street in the City of Greenville, in the County and State aforesaid, fronting approximately 50 feet on East Washington Street and 100 feet on Brown Street as shown on the drawings of the Freeman plans above mentioned and the building on the East side of South Brown Street fronting approximately 40 feet on said street and extending back in an easterly direction approximately 100 feet and the north wall of such building is located approximately 100 feet South of the South side of East Washington Street.
- (7) The lease herein provided to be made, when executed, shall supersede the lease of June 30th, 1938 under which the premises are now occupied.
- (8) This agreement shall enure to the benefit of and shall bind the parties hereto, their heirs, successors, legal representatives and assigns.

IN WITNESS WHEREOF the Landlord has hereunto set his hand and seal and the Tenant has caused this instrument to be executed by its duly authorized officers and to be sealed with its corporate seal this the day and year first above written.

In the presence of:

C. M. Galloway

C. K. Nicholson

T. B. Reeves (SEAL)
(Landlord)

Jabe H. Barnett Virginia C. Jordan

As to Tenant



RHODES-PERDUE-COLLINS FURNITURE COMPANY OF GREENVILLE, SOUTH CAROLINA

(Tenant) (SEAL)

BY: Rhodes Perdue

President

BY: M. L. Hudson

Secretary.

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE.

PERSONALLY appeared before me C. K. Nicholson, who, being duly sworn, says that he saw T. B. Reeves, as Landlord, sign, seal, and as his act and deed deliver the foregoing agreement, and that he with C. M. Galloway witnessed the execution thereof.

Sworn to before me this 12th day of February, 1945.

Mary Ellen McDonald (SEAL)

Notary Public for S. C.



C. K. Nicholson

STATE OF GEORGIA COUNTY OF FULTON.

PERSONALLY appeared before me Jabe H. Barnett who, being duly sworn, says that he saw Rhodes Perdue, as President, and M. L. Hudson, as Secretary of Rhodes-Perdue-Collins Furniture Company, of Greenville, South Carolina, Tenant, sign, seal with the corporate seal and as the act and deed of said corporation deliver the foregoing agreement, and that he, with Virginia C. Jordan, witnessed the execution thereof.

Sworn to before me this 7th day of February, 1945.

Emiley C. Rogers (SEAL)

Notary Public for Ga.

Notary Public, Georgia, State at Large.
My commission expires Dec. 8, 1947.



Jabe H. Barnett.

W. E. Freeman, Jr.
Architect
Greenville, S. C.

Sept. 1944