KEYS PRINTING CO., GREENVILLE, S. C

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE.

AGREEMENT made and entered into this the 1st day of April A. D. 1946, by and between B. M. Lanford, herein known as the Landlord; and Lanford's Dry Cleaners, Incorporated, herein known as the tenant, sets forth:

- 1. That the said Landlord, for and in consideration of the monthly rental of one hundred fifty dollars, payable on the \_\_\_\_\_day of each month hereafter, does hereby let, lease, rent and deliver unto the said tenant that certain store or dry cleaning building now occupied by the said landlord in the dry cleaning business, situate on the south side of Victoria Street, in the City of Greer, S. C. for a period of five years beginning April 1st, 1946, and ending of its own terms March 31, 1951. As a part of the rental consideration, the said tenant is to furnish heat for the Greer Floral Shop, or the tenants thereof, adjoining the building herein leased, as the present being provided for, and also water supply for the said Floral Shop, or the tenants thereof, but for which the said Floral Shop, or the tenants thereof, are to pay the minimum water rent rate as fixed by the City Authorities.
- and repairs, and any and all damage caused to any part of the said premises caused and brought about by the carelessness or acts of itself, its agents, servants, employees, customers and visitors; but the landlord is to be responsible for the keeping the outside of the building in proper shape and condition for the uses for which it is used and leased. Any inside painting or other minor changes in the inside of the building is to be done by the said tenant at its own expense, and any major changes shall have the written approval of the landlord, and such to be done at the expense of the tenant. It is distinctly understood and covenanted that all cabinets, racks, partitions and built-in counters now in said building are to remain the property of the landlord, but any other furniture and/or fixtures provided and furnished by the said tenant shall be removable by the said tenant at the expiration of this agreement, provided such can be removed without damage to the building or other fixtures of the landlord.
- or destroyed by fire or other casualty, so as to render it then unfit for the uses for which it was being used, the landlord may at his option repair and/or rebuild the said property within a reasonable time thereafter, and continue this agreement for the remainder of the period herein provided, but giving credit for the rental for such period as the tenant may have been out of use thereby by reason of such damage or destruction. The landlord shall have seven days after such damage or destruction in which to give notice of his intention to terminate or not terminate this agreement by reason thereof, but damage to or destruction of the equipment and machinery in the building shall not of itself terminate or in any wise affect the terms and life of this agreement, but such shall remain of force continuously during and from such damage to equipment and machinery.
- 4. The said landlord is hereby given the first lien on all machinery, fixtures and equipment of the said tenant for the collection of the rentals herein provided; and should the said tenant at any time be in arrears of such rental for three or more months, then said landlord may forthwith proceed to repossess the said building, at his option, and enforce the collection of such arrears of rents then due, and for the unexpired part of this lease period.
- 5. The said tenant also agrees during the life of this contract to do and perform the dry cleaning and laundry work of said landlord and his family, free of charge, as a part of the consideration hereof.
- 6. Said tenant agrees to pay the said rental monthly on the date specified, and to faithfully and well keep and perform all other stipulations herein on its part, and at the expiration of this agreement, to surrender possession of said building in the same condition as received by it, ordinary wear, tear and usage of the same excepted.
- 7. Said tenant may not sublet nor subrent the said premises or any portion thereof without the written consent and approval of said landlord; and any modifications of this agreement to be reduced to writing and signed by the parties to be bound thereby.
- 8. It is further stipulated that no liability for damages to the property of the said tenant, nor the person of any of the officers, employees, representatives, customers or visitors of said tenant, shall attach to nor be chargeable to the said landlord for any damages