

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE.

## CONTRACT OF LEASE

This contract entered into this the 1st day of May, 1946, between Dr. M. L. Lanford, Trustee for Hubert W. Cunningham and others under the trust deed of Leila W. Cunningham, recorded in Deed Book 111, page 600, in the R. M. C. Office for Greenville County, and for Sara ann Lanford by director of the Court of Common Pleas for Greenville County by order dated May 1946, and Marion E. Lanford in his own right, hereinafter designated as Lessor, and the Wood Mortuary, Incorporated, hereinafter designated as Lessee, witnesseth:

In consideration of the sum of Five (\$5.00) Dollars, payable to the Lessor herein by the Lessee, the receipt of which is hereby acknowledged, and the further consideration of the rentals and benefits to be derived from this agreement, the Lessor hereby rents and leases unto the above named Lessee, for a period of Twenty-five (25) years, beginning May 1, 1946, and ending April 30, 1971, with the option herein given to Lessee for an additional five years' occupancy under the terms of this lease, the following described property:

All that lot of land in the Town of Greer, Chick Springs Township, Greenville County, State of South Carolina, identified as Lot No. 1 on a plat recorded in Plat Book "F", page 17, R. M. C. Office for Greenville County, and having the following courses and distances, to-wit: Beginning at the intersection of W. Poinsett St. (formerly Emma St.) and North Street, and running thence along North Street, N. 16.25 E. 210 feet to an iron pin; thence N. 70 W. 111.6 feet to iron pin; thence S. 16.25 W. 210 feet to iron pin on sidewalk of W. Poinsett St.; thence along same, S. 70.00 E. 116.6 feet to the beginning. Subject, however, to certain build-requirements and restrictions hereinafter set forth.

The Lessee herein named agrees to lease, and does hereby rent and lease, the above described property for the stated period of Twenty-five (25) years, beginning May 1, 1946, and ending April 30, 1971, and to pay unto the said Lessor, or to his successors, representatives, assigns or designated grantees, a monthly rental of Fifty (\$50.00) Dollars, payable monthly, for the first five-year period of this lease, and then a monthly rental of Sixty (\$60.00) Dollars, payable monthly, for the next succeeding five years, and then the sum of Sixty-five (\$65.00) Dollars monthly, payable monthly, for the remaining fifteen years of this lease, and should the Lessee exercise its option for the five years' extension of this lease, it shall pay a monthly rental of Seventy-five (\$75.00) Dollars per month, payable monthly, for that period, ending April 30, 1976.

It is agreed by the parties hereto, and as a part of the consideration of this contract, that the Lessee shall construct on the lot described an additional building to be used in its business as a funeral chapel, with rooms for professional purposes, said building to be of design and materials in harmony with the present Building used by Lessee and to be planned by and under the supervision of a competent architect, and approved by the Lessor herein, all of the same to be done at the expense of the Lessee. The proposed building is to be erected adjacent to the one now used and on the West side thereof, within a designated space not exceeding twenty-nine (29) feet from the extreme western wall of the present building, and there shall be no obstruction, no driveway nor walkway on the western side of the lot beyond said building.

The new building above referred to, when so constructed, shall be kept, maintained, repaired and painted by the Lessee herein at its expense during the life of this lease, and upon expiration of this lease the said building shall remain as the property of the Lessor, or of the