- 2. This contract and lease is made subject to all the terms, conditions and covenants contained in the lease on the entire premises of #225 North Main Street, Greenville, S. C., from Dr. T. B. Reeves to Shirby's, Inc.
- 3. This agreement is a contract and lease and is in no wise intended to be or constitute an agency agreement. Neither party hereto shall be responsible for any acts, conduct, torts or contracts of the other party or any of its or their employmes or agents, except as may be specifically authorized herein.
- 4. In the event that the parties of the second part shall default in the payment of rents herein reserved and shall remain in default and arrears for a period of sixty (60) days, then and in that event, the party of the first part shall, after giving ten (10) days notice by registered letter, have the right to declare this contract terminated and at an end, unless said default is cured within ten (10) days after receipt of said registered notification.
- 5. If default shall be made on the part of the second parties in the performance of any of the covenants or agreements herein contained, or if the second parties shall be adjudged bankrupt or make an assignment for the benefit of creditors, then and forthwith thereafter, the irst party shall have the right to declare this contract at an end and to re-enter the premises and remove all persons and property therefrom, and the same to have again, possess and enjoy.

IN TESTIMONY WHEREOF the said parties hereto have hereunto set their hands and seals this day and year first above written.



SHIRBY'S, INCORPORATED bу

Shepard Saltzman, Sect. Trea. (SEAL)

Chas Grand and Louis Grand (SEAL)

Chas Grand Partners (SEAL)

IN THE PRESENCE OF:

WITNESS:

Sam Moog

Alvin Kartus

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Personally appeared before me Alvin Kartus, who being duly sworn says that he saw the within named Shirby's Incorporated by Shepard Saltzman, Chas Grand and Louis Grand, Chas. Grand, Partners, sign, seal and as their act and deed deliver the foregoing written instrument and that he with Sam Moog witnessed the execution thereof.

Sworn to before me this

16th day of Feb., 1939.

Mae Mahry

Notary Public for S. C.

Alvin Kartus

. \$4.20 affixed Fet 26th. 1943. S. C. Stamps \$3.60 additional "