TITLE TO REAL ESTATE

782 FEDTENCE-JARRARD CO.-GREENVE

STATE OF SOUTH CAROLINA,)
COUNTY OF GREENVILLE.)

LEASE

THIS AGREEMENT made and entered into this 17th day of April, 1945, by and between J. B. Scarr, of Greenville, S.C., hereinafter referred to as Lessor, and W. E. McKinney, of Greenville, S. C., hereinafter referred to as Lessee,

WITNESSETH:

In Consideration of the payments made and to be made by the Lessee and of the covenants hereinafter by the Lessee set forth, the Lessor does hereby lease and demise unto the Lessee all of the second and third floors of the building located at the Northwest corner of East Washington Street and North Brown Street, in the City of Greenville, E.C., being in the building known as No. 21 East Washington Street.

TO HAVE AND TO HOLD unto the Lessee herein for and during the term of five years, commencing May 1, 1945 and ending April 30, 1950, for the use and purpose of operating therein and thereon a commercial hotel, reserving and paying unto the Lessor the rental hereinafter provided.

The Lessee does hereby agree to rent and take the premises above described and agrees to pay to the Lessor therefor a rental of Sixty (\$60.00) Dollars per month throughout the term of said lease, said rental to be paid monthly in advance beginning May 1, 1945.

It is understood and agreed by the parties hereto that no alterations or changes will be made in said premises by the Lessee so as to impair the structural strength of the building, nor shall any alterations or additions to said building be made without the approval of the Lessor, provided, hwoever, the Lessor does hereby give to the Lessee the right and privilege at all times during this lease, or any renewal thereof, to install and construct, at his own expense, such trade fixtures as may be necessary to the proper conduct of his business, and upon the termination of this lease the right to remove from said premises all such trade fixtures which he may have installed at his expense, provided said fixtures may be removed without damage or injury to the property of the Lessor and provided further that all rent which has accrued up to the date of said removal has been paid.

The Lessee does hereby covenant and agree that he will not assign this lease nor sublet the whole of said premises without the consent in writing of the Lessor; that he will use said premises for the purpose of conducting therein and thereon a commercial hotel and for no other purpose, and will not do or permit to be done on said premises anything which may render void or voidable any policy for insurance of said premises against fire, nor which may render any increase or extra premium payable for such insurance; that the Lessee covenants that he will keep the demised premises in good condition, and that he will repair, at his own expense, any breakage of glass or other damages done to said premises, and, at the expiration of the term of this lease, he will deliver up said premises in as good condition as they were at the beginning of said term, reasonable wear and tear excepted.

The Lessee further agrees that he will not use said premises or permit the use of same by others in any manner so as to constitute a nuisance, and further that he will not register or permit the registering as a guest at the hotel to be operated on said premises any unmarried woman or any married woman unless accompanied by her husband and any violation of this provision shall constitute a default in the terms of this lease.

It is further agreed that the Lessor will, during the term of this lease, pay all taxes