

TITLE TO REAL ESTATE

performed by it, shall peaceably and quietly hold and enjoy the demised premises for the term aforesaid.

(16) In the event the full rental price for the entire term of this lease becomes due and payable and is unpaid by the tenant, it is understood and agreed that the landlord shall have the right to take possession of the premises and release the same to other persons, firms, or corporations, crediting the tenant with the net amount of the rent collected from said new tenant to the extent of the rent for the unexpired term actually paid by or collected from the tenant herein.

(17) The tenant covenants and agrees with the landlord that it will not use, nor permit said premises to be used, for any unlawful purpose, nor permit thereon anything which may be, or may become, a nuisance, and that it will not do, or permit to be done, anything which may render void or voidable any policy of insurance on said premises against fire; nor which may cause the landlord to have to pay a fire insurance premium in excess of that which he is now required to pay by reason of the business conducted by the tenant. It is distinctly understood that the tenant shall have the right to sub-let departments in said store, but that said tenant upon sub-letting the premises as a whole shall first secure the approval of the landlord, but the landlord agrees that such approval shall not be unreasonably withheld.

(18) Whenever notice is to be given to the tenant pursuant to the terms of this lease, it shall be sent by registered mail, addressed to the tenant at No. 4 South Main Street, Greenville, South Carolina, and to Barbara Lane Shops, 275 Seventh Avenue, New York City. Whenever notice is to be given to the landlord, it shall be sent by registered mail, addressed to Jas. L. Love, Greenville, South Carolina. If a different address be furnished by either party to the other in writing, notice shall thereafter be sent to the new address.

(19) The failure of the landlord or the tenant to take advantage of any default on the part of the landlord or tenant, as the case may be, shall not be construed as a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this instrument be construed to waive or lessen the rights of the landlord or tenant to insist upon the provisions hereof.

(20) This lease agreement executed by the landlord and tenant, in duplicate, merges all understandings and agreements between the parties hereto with respect to the leased premises and shall constitute the entire lease agreement. Said lease agreement shall not be changed or modified except upon the written consent of the landlord or tenant, which written consent shall be executed in duplicate and attached to and become a part of the duplicate originals of this lease agreement.

IN WITNESS WHEREOF, the landlord and tenant have hereunto set their hands and seals and caused this instrument to be executed, in duplicate, the day and year first above written.

Witnesses as to Landlord

Ruby M. Eskew

Kathryn L. Brown

Jas. L. Love, Agt. (SEAL)

Landlord

BARBARA LANE SHOPS,

By:

Robert Wachberger

Hubert Laskin

Owners. Tenant.

Witnesses as to Tenant

Estelle Hamptman

Milton Halperin

Evelyn Goddard

Bennie Sinclair

} as to Robert Wachberger