

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE)

LEASE

THIS INDENTURE made and entered into this 27th day of February 1947, by and between PAUL J. OELAND, doing business at Greenville, South Carolina, hereinafter called the Lessor, and ROBERT WATSON, doing business at Greenville, South Carolina, hereinafter called the Lessee.

WITNESSETH:

That for and in consideration of the premises, payments, covenants and agreements hereinafter set forth, by each of the parties to be respectively kept and performed, the Lessor does hereby lease, demise and let unto the Lessee the real property located at the Northwest Corner of the intersection of Rutherford Road (sometime called Camp Road) and Oeland Drive, being part of Lot # 1 on plat of property of Paul J. Oeland, made by Dalton & Neves, Engineers, October 1946 and recorded in plat Book "P", page 95, said lot fronting 17' feet on the Northwest side of Rutherford Road and running back 105.6 feet on the Southwest side of Oeland Drive, on which a one-story building is to be erected by the Lessor as hereinafter provided, with all improvements to be erected thereon.

TO HAVE AND TO HOLD the said demised premises to the Lessee for a term of five (5) years from the first day of March 1947, to the 28th day of February 1952, at an annual rental in the amount hereinafter provided.

And the said parties do hereby covenant and agree with each other as follows:

1. The Lessor shall promptly, at his own cost and expense, construct on said demised premises a one-story building to be used as a Drug Store and Sandwich Shop, all in accordance with the blueprints, plans and specifications annexed hereto and made a part hereof.

Said building shall be constructed in accordance with the rulings, regulations and orders of Governmental, State, Municipal and administrative departments having jurisdiction hereof and shall be completed and ready for occupancy not later than March 1, 1947, delays due to circumstances beyond the control of the Lessor excepted; provided, however, that no rent shall be due and payable by the Lessee until the aforesaid building is fully completed.

2. The Lessee shall pay an annual rental of Four Hundred Eight (\$480.00) Dollars payable in equal monthly installments of Forty (\$40.00) Dollars each, in advance on the first day of each and every month during the term hereof.

3. The Lessor shall, during the term hereof, at his own cost and expense, keep the demised premises, exterior and interior, in good order and repair, provided that the portions in need of repair do not at any time exceed a "partial destruction" as hereinafter defined and provided further that any and all breakage of glass and other damage to said premises caused by the negligence of the Lessee, its agents and employees, (except damage resulting from fire) shall be promptly repaired by the Lessee at its own cost and expense, and in the event of its failure or refusal so to do, the Lessor shall have the right to make the repairs at the expense of the Lessee, and the cost thereof shall be added to and collectible with the next subsequently accruing installment of rent payable hereunder. In the event of the failure of the Lessor to make repairs required by him to be made as aforesaid, the Lessee shall have the right to make such repairs and deduct the cost thereof from the next subsequently accruing installment or installments of rent payable hereunder, or, at the option of the Lessee, and upon ten days' written notice to the Lessor, this lease shall terminate and cease, and the Lessee shall be relieved and discharged of all further obligations or liability hereunder.

4. The Lessor shall pay, when due, all taxes, assessments or other charges of whatsoever nature (excepting charges to be paid by the Lessee as herein provided) which may be legally levied or assessed against said premises during the term hereof, together with all premiums on fire or liability insurance carried by the Lessor on the demised premises.

The Lessor shall, at his own expense, promptly comply with and execute any and all laws, ordinances, orders, notices, rules, regulations or requirements of any Federal, State,