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TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA

S. C. Stamps \$2.88

COUNTY OF GREENVILLE.

AGREEMENT.

THIS AGREEMENT entered into this 17th day of February, 1947, between Mrs. Katherine A. Hunt, (hereinafter referred to as the Lessor), and Dixie-Home Stores, Inc., with head offices at Greenville, S. C., (hereinafter referred to as the Lessee)

WITNESSETH:

In consideration of the payments made and to be made as hereinafter provided, the Lessor does hereby lease and demise unto the said Lessee Brick store building to be erected on Pendleton Street in West Greenville, being 40! by 121' on left side and 40' by 109' on right side.

TO HAVE AND TO HOLD unto said Lessee for and during the period beginning 16th day of June, 1947, and ending at midnight 15th day of June, 1950, for the purpose of conducting there on a general merchandising business.

In consideration of the premises the Lessee agrees during the continuance of this lease to pay the Lessor a rental of Two Hundred (\$200.00). Dollars per month, such payment to be made on or before the sixth of the month following that for which said rent is due.

The Lessee covenants and agrees with the Lessor:

- (1) That it will make at its own expense all necessary alterations not otherwise provided for herein.
- (2) It will not permit the leased premises to be so used as to render it void or voidable any policies of insurance against fire.
- (3) That at the expiration of this lease it will deliver up the premises in as good condition as they shall be at the beginning of said lease, reasonable wear and tear alone excepted.

The Lessor covenants and agrees with the Lessee:

(1) That on or before the _____day of _______ 19___, he will make repairs and alterations to the demised premises as follows:

Lessor is to install heating plant, drains and electrical out lets as per specifications.

Lessor is to furnish lighting fixtures which are to be removed by lessee when building is vacated.

- (2) That he will from time to time and at his expense make any additions alterations or replacements that may become necessary in order to comply with any regulations or orders issued by state or municipal authorities.
- (3) That from time to time he will make such repairs as are reasonably necessary to keep the leased premises in first-class tentable condition, including such repairs as may become necessary as the result of fire, windstorm or robbery. Should the Lessor fail to make such repairs within ten days after written demand by the Lessee, the Lessee shall have the right to have the same made and deduct the costs thereof from the rental hereunder.
- (4) That during the life of this agreement, or any renewal thereof, he will not lease, rent, or permit to be occupied and used as a store in which groceries are sold at retail, any premises owned or leased by him within five hundred feet of the premises hereby demised.

It is mutually covenanted and agreed:

(1) That the breach of any of the covenants herein contained shall give the aggrieved party, in addition to other remedies provided by law, the right to terminate and cancel this lease.