

State of South Carolina, )  
 ) Lease.  
County of Greenville. )

This agreement entered into this 25th, day of September, 1919, by and between E.M. Wharton, hereinafter called the "Landlord", and McClure Ten Cent Company, a corporation created and existing under the laws of Georgia, hereinafter called the "Tenant", W-I-T-N-E-S-S-E-T-H:

The Landlord has leased to the tenant the brick store building located in the City of Greenville, County and State aforesaid, known as No. 221 North Main Street, consisting of basement, first and second floors, for a term of five years, beginning September 1, 1919, and ending August 31, 1924. To have and to hold unto the said Tenant for and during said full term of Five years, together with all the rights of the Landlord in the alleyway or storage room on the ground floor between said store and the adjoining store No. 219 North Main Street, and the Landlord's rights in the two stairways, front and back, to the second floor hallway between the said two stores.

It is agreed that in the event of damage to the premises by fire the rent shall cease for such time as the premises are totally unfit for use; if they are partially unfit for use the rent shall abate in proportion. In case, however, the damage to the building by fire should amount to fifty per cent of the value of the building, either party shall have the right immediately to cancel this lease by notice in writing to the other party.

It is further agreed that the Landlord shall keep the roof in good condition, but all repairs and alterations shall be at the expense of the Tenant; the Tenant shall make good all damage to the premises due to its negligence or the negligence of any person or persons on the premises by its orders or permission. The Tenant shall have the right to make any alteration it desires in the building, provided the same are permitted by law, do not damage the building, increase the fire hazard or insurance rate, or cause any nuisance; provided, however, that the Tenant expressly covenants to restore the premises to their present condition upon the termination of this lease. It is agreed that the Tenant shall not have the right to assign this lease, but it may sublet the premises to any morally and financially responsible person engaged in the same or a similar line of business as the Tenant; it being understood, however, that the receipt of rent by the Landlord from such sub-lessee shall not be construed as an agreement on the Landlord's part to release the Tenant or to consent to any attornment.

The Tenant agrees to pay to the Landlord a rental of three hundred fifty dollars (\$350.00) per month during the full term of five years, payable monthly on the 15, day of each month, the first payment falling due September 15th, 1919.

The Landlord hereby grants unto the Tenant the option to extend this lease for an additional term of five years at a rental of four hundred dollars (\$400.00) per month for the first thirty months and four hundred fifty dollars (\$450.00) per month for the next thirty months, payable in the same manner as payment of rent is provided in the paragraph above; provided, however, that the Tenant shall give to the Landlord six months' notice in writing of its intention to exercise this option. In case the option is exercised the Tenant shall continue to hold and occupy the premises under the same terms, conditions and covenants as herein provided, except as to the rental. The Tenant agrees at the expiration of this lease to restore the premises to their present condition without unreasonable delay and to continue to pay rent at the same rate as it is paying at the time of such expiration until the premises are completely restored; and in any event the Tenant agrees that the premises shall be restored within six months after the termination of this lease, and if not so restored the Landlord may reenter and take possession and complete the restoration at the expense of the Tenant.

In case the rent should become in arrears for more than thirty days, or in case the Tenant should fail in the faithful performance of any of the agreements herein contained, it shall be lawful for the Landlord at his option to declare the lease terminated and to take possession of the premises.

In witness whereof E.M. Wharton has hereunto set his hand and seal and McClure Ten Cent Company has caused this agreement to be signed and sealed by C.W. McClure, its President, the day and year first above written.

In the presence of:  
Anda Robins, E.M. Wharton, (Seal)  
Stephen Nettles, McClure Ten Cent Company, (Seal)  
By C.W. McClure, President.

State of South Carolina,  
Greenville County.  
Personally appeared Anda Robins who being duly sworn says that she saw the within named E.M. Wharton and McClure Ten Cent Company by C.W. McClure, its President sign, seal and deliver the foregoing written instrument for the uses and purposes therein mentioned and that she with Stephen Nettles witnessed the execution thereof.

Sworn to before me on the 25th, day of September 1919.  
Stephen Nettles (Seal)  
Notary Public for S.C.  
Anda Robins.

Recorded September 25th, 1919.

State of South Carolina,  
County of Greenville.

Whereas, W.D. Workman is owner of lot No. 1; John B. Marshall is the owner of lots 4 and 5; J.J. Norris is the owner of parts of lots 2 and 3; H. Frank Smith is the owner of parts of lots 2 and 3 and S.O. Skelton is owner of parts of lots 2 and 3; that portion owned by the said Skelton fronts River Street and extends back about half of the depth of the two said lots; the said Norris owns the portion of said lots next to that of Skelton and covers about one fourth of said lots and the said H. Frank Smith owns the other fourth of said lots, his said fourth being next to lots 4 and 5 owned by the said Marshall; see plat recorded in plat Book E page 162.

And whereas there is now in existence an alley was over and along the southern edge of lot No. 4, which opens into an alley lying along the Southern edge of lot No. 3 and opening into River Street, so that there is now an alley located as above stated running from River Street back to Cox Street;

And whereas the said John B. Marshall in deeding lot 3 to said Norris and Smith, conveyed all of his right, title and interest of, in and to the alley lying along lot 3 as above stated but reserved for the use of lots 4 and 5 an alley to be laid out along the Southern edge of lot No. 2, so that it would run from River Street back to the lines of lots 4 and 5; and whereas the said Skelton is the owner of parts of lots 2 and 3 as the grantee of said Smith and Norris, and it is desired by the said Workman, Marshall, Smith, Norris and Skelton that an alley way shall run twenty-eight feet wide, from River Street to Cox Street, so that the lot of Workman, the lot of Skelton, the lot of Norris and the lot of Smith will front on said Alley, and the lots of Marshall will have frontage on same, in that said alley laid as is herein provided shall pass thru lot No. 4 of the said Marshall in reaching Cox Street.

Now, therefore, it is agreed by the said John B. Marshall of the one part and the said Workman, Norris, Smith and Skelton of the other part that an alley twenty-eight feet in width and having its southern line begin at River Street four feet south of the northeast corner of lot No. 1 and runs thence N. 61.0 W. until it intersects Cox Street and that its northern line shall be parallel with and twenty-eight feet from the southern line and extends from River to Cox Streets provided however, that the said Workman, Norris, Smith and Skelton will open, at their own proper costs and charges, the alley as above agreed to be laid.

That when said alley is so opened, and made as fit for ingress and egress, travel over and on, in as convenient manner as is now being had on the alley lying across lot No. 3; then it is hereby agreed that the alley over and on lot 3 be closed and occupied by the said Norris, Smith and Skelton, in such manner as to them shall be preferable, respectively, provided further that as a house now stands on that part of lot No. 1 to be covered by said alley it is agreed that when said house is moved said alley shall then be extended to width to cover four feet of said lot, the cost to be borne by all parties hereto except said Marshall.

That the new Alley as above agreed upon, shall, so far as all the parties hereto are concerned or interested, be and remain perpetual to them, their heirs and assigns, and that all and any conveyance made by either of the parties hereto, may be made with reference to the perpetuity of said Alley.

In witness whereof the parties hereto do set their hands and seals this the 2nd, day of October 1919.

See Plat Book E, page 162.

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