

State of South Carolina,
County of Greenville.

Lease.

This Agreement made and entered into this 10th day of September 1930, by and between Norris Brothers, Incorporated, of Greenville, S. C. hereinafter referred to as Lessor, and C. T. Echols, Incorporated, of Greenville, South Carolina, hereinafter referred to as Lessee:

W I T N E S S E T H.

1. In consideration of the payments made and to be made by the Lessee as hereinafter provided, and of the covenants by the Lessee as hereinafter set forth, the Lessor does hereby lease and demise unto the Lessee the building and that lot of land described as that certain rectangular strip of land on the South side of East McBee Avenue in the City of Greenville, County and State aforesaid, and on the West side of Fall Street, measuring on East McBee avenue thirty-two and one-half (32- $\frac{1}{2}$) feet and on Fall Street one hundred forty (140) feet to the railroad track.

2. To Have and to hold unto the Lessee, for an during the term beginning September 1, 1930, and ending at midnight August 31, 1940.

3. In consideration of the premises, the Lessee does hereby covenant and agree that he will pay unto the Lessor a rental of twenty Four Thousand (\$24,000.00) Dollars, to be paid One Hundred Sixty (\$160.00) Dollars per month for each and every month during the period from September 1, 1930, through August 31, 1932; One Hundred Eighty (\$180.00) Dollars per month for each and every month during the period from September 1, 1932, through August 31, 1934; and Two Hundred (\$200.00) Dollars per month from September 1, 1934; through August 31, 1936; two Hundred Twenty (\$220.00) Dollars per month for each and every month during the period from September 1, 1936; through August 31, 1938 and Two Hundred Forty (\$240.00) Dollars per month for each and every month from September 1, 1938 through August 31, 1940; said rent to be paid monthly in advance on the first day of each and every calendar month for and during the term of this lease.

4. Should any installment of rent be more than thirty (30) days in arrears, the Lessor may at his option either declare the full amount of the rent for the entire term immediately due and payable and proceed to collect the same by legal process, or may declare this lease terminated and take immediate possession of the premises, collecting the rent up to the re-delivery of the premises.

5. It is understood and agreed that the Lessor will make all ordinary repairs, which may become necessary, but that any extraordinary repairs, alterations or improvements, if made, shall be at the expense of the Lessee. Any such extraordinary repairs, alterations or improvements shall be made in the premises only with the written consent of the Lessor. Any improvements or additions so made by the Lessee shall become the property of the Lessor at the expiration of this lease. In the event that the building should at any time, without fault of the Lessee, be destroyed or so damaged by fire as to be unfit for use or occupation the rental herein reserved, or a fair and just proportion thereof, shall be suspended and cease to be payable until said building shall have been reinstated or made fit for occupation.

6. The Lessee does hereby covenant that he will not carry on or permit to be carried on upon said premises or suffer to be done anything which may render an increased or extra premium payable for the insurance of the said building against fire, or which may make void or voidable any policy for such insurance; that he will not sub-rent said premises nor any part thereof, nor assign this lease without the written consent of the Lessor, and that at the expiration or sooner termination of this Lease, he will deliver up to the Lessor peaceable possession of said premises in as good condition as they now are, reasonable wear and tear alone excepted. Any sublease or assignment by Lessee made or to be made hereunder to be in all respects sub-ordinate to this lease; the premises held by such sub-lessee subject to the terms hereof, and the obligation of the sub-tenant thereunder to insure to the benefit of Lessor, as additional security, with the usual rights and liens of the landlord insuring to the benefit of the Lessor herein, but without prejudice of any of his rights against the Lessee.

7. Should the Lessee at any time during the term of this lease become insolvent, or make an assignment for the benefit of creditors or file a petition in bankruptcy, or should a petition in bankruptcy be filed against him or should the Lessee sell out, liquidate or for any reason cease doing business, or should the lessee violate any of the covenants of this lease, the Lessor may, at his option, declare this lease terminated and it shall thereupon become null and void and the Lessor shall have the right to take possession of said premises upon thirty days' notice; but if he should not exercise such option, then and in that event, all the rent provided for herein for the whole term of this lease shall become immediately due and payable, and in addition to the rights and remedies now allowed by law, the Landlord shall have a preferred lien upon all stocks of goods and fixtures and furniture of said Lessee in the business on said premises; and upon the payment of all the rent for the entire term the lease shall be an asset of the estate or estates

(OVER)