

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

PERSONALLY APPEARS before me Mary M. Rast who being duly sworn, says: That she saw the within named Dr. Henry Ross sign, seal and deliver the within written Agreement and that she, with Nawana Cooper witnessed the execution thereof.

Sworn to and subscribed before me this
the 1st day of July, 1944.

Mary M. Rast.

John E. Johnston (SEAL)

Notary Public for _____ x

S. C. Stamps 52¢

Recorded July 22nd, 1944 at 12:37 P. M. #7818 BY:E.G.

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

AGREEMENT.

THIS AGREEMENT entered into this 20th day of July, 1944 between Piedmont Corporation and James P. Moore (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 on the East side of the Old Augusta Road Road near Greenville Army Air Base known and designated as Lots 3 and 6, Unit 2 of Pinecrest Farms, according to Plat by W. J. Riddle, recorded Plat Book M, Page 3, all improvements thereon.

TO HAVE AND TO HOLD unto said Lessee for and during the period beginning 20th day of July, 1944, and ending at midnight on the 19th day of July, 1945, for the purpose of conducting thereon 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) Dollars per month. At the expiration of this lease the Lessee shall have the option to purchase this property at Thirty Three Hundred Twenty (3320) Dollars.

Dollars per month, such payment to be made on 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 along 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: NONE
- (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 tenantable 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) 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.
- (2) That any fixture placed upon the demised premises by the Lessee shall remain its property, and it shall have the right to remove the same upon vacating said premises.
- (3) If the demised premises are damaged by fire or other cause, they shall be promptly repaired by the Lessor, and the rent or a proportionate part thereof, shall be abated
- (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.