

STATE OF South Carolina

GREENVILLE CO. S.C.

COUNTY OF Greenville

MAY 30 12 31 PM 1953

# Agreement

BOOK 435 PAGE 397

THIS AGREEMENT entered into this 28th day of June 1948, between Mrs. Melba J. Henley (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 located at 114 New Buncombe Road in Greenville, South Carolina and parking lot adjacent thereto (approximately seventy feet by two hundred feet from street to street)

TO HAVE AND TO HOLD unto said Lessee for and during the period beginning 1st day of July 1948, and ending at midnight on the 30th day of June 1953, 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 \$300.00 per month for the first three years, or 1 1/2% of sales, whichever is greater and \$250.00 per month for the next two years, or 1 1/2% of sales, whichever is greater.

~~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: repairs and

- (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: 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 tenable 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. Lessee will pay for all interior decorating and exterior painting ~~and all other repairs, except those resulting from an act of God.~~

- (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.

- (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 until the premises have been restored. In the event of total destruction or damage, rendering the premises unfit for occupancy, the Lessee shall have the option of terminating the lease or continuing the same with abatement of rent as above provided. However, the Lessor may elect as to whether she will or will not replace the building.

~~Should the operation of this agreement be affected by any branch of the Government, or any law, or any order, or any decree, or any act of God, or any other cause, the Lessee shall have the right to terminate this agreement by giving the Lessor notice in writing of its intention to do so.~~

- (5) The Lessee at its option shall be entitled to the privilege of One successive renewal of this lease, such renewal to be for a period of Five year and subject to all the terms and conditions herein expressed, at a monthly rental of Two-Hundred Fifty Dollars (\$250.00) or 1 1/2% of sales whichever is greater.

Upon written demand by the Lessor the Lessee may be required within ninety days of the expiration of the original tenancy, or any renewal thereof, to elect whether or not it will exercise its renewal option for the ensuing year. In the absence of such demand, holding over after the expiration of the original tenancy, or any renewal period thereof, except the last of said periods, shall be considered an election to renew in accordance with the terms hereof.

- (6) That the terms of this lease can only be altered by written agreement signed by the parties hereto.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and years first above written.

In the presence of:

Robert A. Dobson Jr.  
 M. Elaine Stearns  
 As to Lessor  
 Addie Poore  
 Vera B. Skinner  
 As to Lessee

Melba J. Henley (L.S.)  
 Lessor  
 DIXIE-HOME STORES, Inc. (L.S.)  
 By J. Minton (L.S.)  
 Lessee Sec-Treas.

See Deed Book 574 Page 42 for assignment to Wynn + Devett Grocery Co.