

State of South Carolina  
County of Greenville

Memorandum of agreement made and entered into this 15th day of March, 1924, by and between Greenville Realty and Investment Company, a corporation of South Carolina, hereinafter designated as "Landlord" and B. Karpf hereinafter designated as "Tenant," Witness, That the Landlord has leased to the tenant, who has hired and taken the same, that lot of land in Greenville South Carolina, on the west side of North Main Street, known and designated as no. 209 North Main Street said lot fronting twenty five feet on North Main Street with a depth of one hundred twenty feet to an alley, together with the building on said lot and the store fixtures in said building consisting principally of show cases, shelving, racks, counters, safes and other fixtures for the term beginning March 15th, 1924 and ending December 31st, 1928, at the annual rental of ten thousand five hundred dollars (\$10,500.00) payable in weekly installments of two hundred one and 93/100 Dollars (\$201.93) each, beginning March 20th, 1924 provided that if the gross sales of the Tenant's business during any calendar year of this lease exceed one hundred fifty thousand Dollars (\$150,000.00) an additional sum shall be paid as rent at the end of such year amounting to seven per cent of such excess.

See Deed Book 100 at page 235  
Reference to this agreement

In consideration of the above rental agreed to be paid the Landlord agrees to furnish a cashier at Landlord's expense who shall be acceptable to both Landlord and Tenant, to keep the elevator in said building in running order, and to keep the building in proper repair. The Tenant agrees to make good all damages to the premises and store fixtures suffered during the tenancy due to the negligence of himself, his servants or agents, or persons on the premises with his permission, express or implied, wear and tear and damage by the elements excepted.

The Tenant agrees that the premises shall not be used in any way that shall constitute a nuisance; and to use the building only for the purpose of operating a business along the lines heretofore conducted in said building by Martin's Incorporated and Yeager's Quality Shop.

In the event of damage by fire the Landlord agrees to make repairs with all convenient speed. The rent shall cease if the premises are unfit for use or if they are partially unfit for use, the rent shall abate in proportion; provided that if the building be damaged to the extent of fifty per cent, either party shall be at liberty to cancel the lease.

The tenant agrees to pay all taxes for electric current incurred during his occupancy.

This lease shall not be assigned, nor the premises

in any part thereof sublet without the consent of the Landlord in writing. If default be made in the payment of rent for a period of thirty days or in the performance of any of the covenants herein contained, Landlord may re-enter without legal process and take possession and this lease shall cease and determine, but tenant shall be responsible for any loss of rental thereby accruing to Landlord.

Tenant shall have the option to purchase said premises at the price of one hundred twenty five thousand Dollars on or before December 31st 1928, provided Greenville Realty and Investment Company is still the owner thereof and this lease is still in full force and effect. If prior to that date Greenville Realty and Investment Company desires to sell and has an offer for said premises from a third party, Tenant shall have the privilege of buying the premises at the price offered. Upon the refusal of Tenant to buy, a sale by Greenville Realty and Investment Company of the premises shall operate as a cancellation of this paragraph of this lease.

Upon giving to the Landlord sixty days notice in writing of his intention to hold over, the tenant shall have the privilege of renewing this lease for the period of five years upon the same terms and conditions as herein stipulated, except as to the option to purchase, which shall not extend beyond December 31st 1928.

Upon the termination of this lease Tenant covenants to deliver up the demised premises in the same good condition in which they are received, reasonable wear and tear excepted.

In witness whereof the parties have executed this agreement in duplicate this the day and year first above mentioned.

In presence of  
A. M. L. Simmons  
P. N. Martin

Greenville Realty and Investment Co. (Inc.)  
By Char. M. McGehee Vice President  
and A. L. Hicks Secretary

B. Karpf

State of South Carolina,  
County of Greenville

Personally appeared before me A. M. L. Simmons who being duly sworn, says that he saw the within named Greenville Realty and Investment Company by C. M. McGehee Vice President and A. L. Hicks, Secretary and B. Karpf sign, seal and deliver the within written deed; and that he with P. N. Martin witnessed the execution thereof in duplicate.

Sworn to before me  
this 18th day of March, 1924  
G. H. Galdenith (seal)  
Notary Public for S. C.

A. M. L. Simmons

(over)