

State of South Carolina,
County of Greenville.

This Indenture made and entered into this the 27th day of December, 1926, by and between J.H. Morgan of the one part, hereinafter sometimes referred to as Landlord, and Thomas & Howard Company, of the other part and sometimes hereinafter referred to as Tenant, said Company being a corporation of said State, Witnesseth:

That the Landlord has hereby let and rented to the Tenant and it has hired and taken from him, that certain lot of land with the buildings thereon situated, in said State, and

described as follows: Beginning at a point 184 feet East of Academy Street, which point is found by beginning at a point on Academy Street approximately 186 feet and 4 and 5/8 inches South of the Southeast intersection of West McBee and Academy Street in the center of a brick wall, and thence along the center of said wall, and beyond, approximately N. 69.11 E. until the point 184 feet from Academy Street is reached, this said point being the starting point above referred to; thence from said starting point in a straight line to West McBee Avenue; thence with said Avenue in a westerly direction 61.5 feet, more or less, to the J.L. Love lot; thence along his line, and beyond, in a southerly direction to the line of W.H. Austin; thence along his line in an easterly direction to the beginning point.

The term for which said premises are let and rented as above stated is five years beginning the first day of January 1927 and ending the 31st day of December 1931 at the monthly rental as follows: One hundred and fifty dollars for each and every consecutive month during the first and second year of this lease and one hundred and seventy five dollars each and every consecutive month during the third, fourth and fifth years of this lease, all rent payable at the end of each month and particularly not later than the tenth day of the month following that for which said rent may be due.

It is further agreed by and between the parties hereto, that the Landlord will keep the roof on the building in repair; that the Tenant will at its own proper costs and charges keep the roof and drains open from snow, ice, sleet or other obstructions so as to prevent water from backing up and freezing, the Tenant to also at its own proper costs and charges provide its water and lights and to keep in repair all water and light fixtures that may get out of repair by reason of any negligence on the part of said Tenant, its officers, agents or employees. That the Landlord shall not be responsible for any liability arising from the existence or use of the elevator in said premises; that the Tenant may use so much of the platforms as are on the premises of W.H. Austin, adjoining the premises hereby demised, so long as the same is by him permitted.

It is further agreed that said premises, nor any part thereof, shall be sublet or this lease assigned without the written consent of the Landlord; that if the buildings on said premises are so destroyed by fire or otherwise as to render them unfit for occupancy, then this lease may be terminated by either party hereto, and the same right is reserved to the Landlord in the event the Tenant shall go out of business or for any cause cease doing business in said premises, become bankrupt, in hands of Receiver &c.,

It is further agreed that if any rent be due and not paid as herein provided, or if default be made in any of the covenants herein contained, such failure to pay or such default, or in either event, this lease may, at the option of the Landlord, be terminated, and any extension of time, or omission to exercise the option, shall not preclude the Landlord from the exercise of such option for any subsequent default or failure to pay, from time to time as the same may occur. The said Tenant covenants to pay the rent as herein provided and -

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to keep and perform all of the covenants herein contained and so long as same is done, it may have peace and quiet enjoyment of said premises, and will at the determination of this lease quit and surrender said premises in as good state and condition as it receives them usual wear and damage from reasonable use, action of the elements and the provision herein contained as to damages excepted.

In witness whereof the parties hereto do in duplicate set their hands and seals this the day and year first above written, binding themselves, their successors, heirs and assigns firmly by these presents.

Signed, sealed and delivered in duplicate, in the presence of:

Josephine Ash,
Wade H. Batson
J. Royce Flynn
J. Larry Jameson.
State of South Carolina,
County of Greenville.

J.H. Morgan (Seal)
Thomas & Howard Co.
By Jno. I. Rose
Sec.- Treas.

Personally comes before me Wade H. Batson and made oath that he saw the within named J.H. - Morgan sign, seal and as his act and deed deliver the foregoing Lease or rental agreement, and that he with Josephine Ash witnessed the execution of the same.

Sworn to and subscribed before me this the 29th, day of December, 1926.

F.B. Morgan (Seal)
Not. Pub. S.C.
State of South Carolina,
County of Greenville.

Wade H. Batson

Personally comes before me J. Larry Jameson and made oath that he saw the within named Thomas & Howard Co., by its proper officers, sign, seal and as their act and deed deliver the foregoing Lease or rental agreement, and that he with J. Royce Flynn witnessed the execution of the same.

Sworn to and subscribed before me this the 29th, day of December, 1926.

J. Larry Jameson

LoOla Hatcher (Seal)
Not. Public, S.C.

Recorded December 30th, 1926 at 11:26 A.M.

END OF