

Page 2

in some portion of said building to be indicated by the Lessee, and may remove the same from time to time as it may desire.

The Lessor is to pay all taxes and assessments of any kind whatsoever which may be levied against said premises during the time of the lease.

It is further agreed that the Lessor shall maintain in good condition the roof and guttering upon the present building and shall immediately repair all leaks that may develop. In case the Lessor should fail immediately to correct any leaks or other trouble, the Lessee may have this done and deduct reasonable costs thereof from the rents; but the Lessor, however, shall not be responsible for the maintenance of the roof on any extension made by the Lessee.

In case of the total destruction of the building by fire, wind or storm, or other casualty or of damage by fire, wind or storm or other casualty, to such an extent that the premises are reasonably unfit for the purposes of the lessee, then, and in such case, this lease shall cease and determine, and the Lessee shall be released from all further responsibility for rents. Provided, however, that if the damage be of such a nature that it can be repaired and the building restored, then it is understood and agreed that such repairs shall be forthwith made by the Lessor and shall be paid out of the insurance upon such building, and the Lessor agrees to carry a reasonable amount of insurance upon the building so as to provide for said contingency. If the damage to the building should materially reduce the value thereof to the Lessee as a place of business, the rents shall be proportionately reduced until the building shall have been fully restored.

The Lessor is to secure from the Executor of the Estate of James McPherson, who holds a mortgage upon the said premises, its consent to this lease, agreeing that in case of foreclosure the land would be sold subject to this lease and so that the lease would not be affected by any such foreclosure sale.

The Lessee in making the improvements to the heating, plumbing and wiring may use any fixtures or supplies along this line belonging to the Lessor in the building, but it is understood that these shall at the end of the lease belong to the Lessor.

The Lessee agrees to make prompt payment of the rents as they mature from time to time.

The Lessor does hereby warrant that it has the right to make this lease and guarantees the Lessee shall have peaceful possession during the entire period of said lease.

Signed, sealed and delivered at Greenville, S. C., this 6th day of August, 1934.

Witness:

H. J. Haynsworth

W. T. Henderson,

As to Anthony Insurance Agency, Inc.,

J. P. Lucas,

B. W. Little,

As to Southern Public Utilities Company.

State of North Carolina,

County of Mecklenburg.

Personally appeared before me J. P. Lucas and made oath that he saw the within named Southern Public Utilities Company, by E. C. Marshall, President, sign, seal and as its act and deed deliver the within written instrument, and that he with B. W. Little witnessed the execution thereof.

Sworn to before me this the 9th day of August, A. D. 1934.

Jas. S. Sease,

Notary Public, Notary Public, Mecklenburg County, N. C.
My commission expires June 18, 1935.

State of South Carolina, County of Greenville.

Personally appeared before me W. T. Henderson and made oath that he saw the within named Anthony Insurance Agency, Inc., by W. B. Anthony, President and Treasurer, and by S. H. Anthony, sign, seal and as its act and deed deliver the within written instrument, and that he with H. J. Haynsworth witnessed the execution thereof.

Sworn to before me this the 9th day of August, A. D. 1934.

Patrick C. Fant,

Notary Public.

S. C. Stamps \$18.00

Recorded this the 13th day of August, 1934, at 6 P. M.