

TITLE TO REAL ESTATE

10. The Lessee shall, during the term of this lease, pay all bills for heating and lighting the demised premises and for water consumed therein by the Lessee.

11. In the event of any default by the Lessee in the payment of rent or in the performance of any other covenant or condition hereunder to be performed by the Lessee, continuing for ten days after written notice or demand with respect thereto by the Lessor, and thereupon this lease, and the term and estate herein granted, and all the right, title and interest of the Lessee hereunder, shall cease, terminate, and expire at the discretion of the Lessor only.

12. It is hereby agreed that the mailing of a written notice or demand, enclosed in a sealed post-paid envelope, by registered mail, addressed to the Lessor or the Lessee, as the case may be, at the address designated at the beginning of this agreement, shall be sufficient notice or demand in any case arising under this agreement.

13. The waiver by either party as to the breach of any covenant or condition to be performed by the other, or the failure of either party to insist upon strict performance of any covenant or condition by the other to be performed, shall not be deemed to abrogate such covenant or condition nor be deemed as a waiver of any continuing or subsequent breach thereof, but such covenant or condition shall continue and remain in full force and effect.

14. The covenants and conditions herein contained shall be binding upon and enure to the benefit of the respective parties hereto, their heirs, personal representatives, successors and assigns.

15. And the Lessor does covenant and agree that upon payment of the rents by the Lessee as provided herein, and upon due performance by the Lessee of the covenants and conditions by it to be performed hereunder, the Lessee shall and may peaceably and quietly have, hold and enjoy the demised premises for the term herein granted without molestation or hindrance on the part of the Lessor or any other person or persons whomsoever.

16. The Lessee is given the option of renewing this lease for an additional term of ten (10) years at a monthly rental of Two Hundred (\$200.00) Dollars per month payable monthly in advance but it is understood that should the Lessee exercise this option it shall be required to give notice to the Lessor of its intention to renew the same at least sixty (60) days prior to the termination of this lease.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first above written.

In the Presence of:

Margaret McCreary
Patrick C. Fant

Paul J. Oeland (LS)
Lessor

Margaret McCreary
Patrick C. Fant

NESBITT BOTTLING COMPANY, INC.,
OF GREENVILLE, S. C.

By Julius A. Blake
Vice-President

And John E. Watson
Secretary

Lessee

STATE OF SOUTH CAROLINA,)
COUNTY OF GREENVILLE.)

PERSONALLY appeared before me Margaret McCreary, who, being duly sworn, says that he saw the within named Paul J. Oeland sign, seal and as his act and deed, deliver the foregoing instrument for the purposes therein mentioned, and that he with Patrick C. Fant witnessed the execution thereof.

SWORN TO before me this 31st)
day of January A. D., 1947.)

Patrick C. Fant (LS))
Notary Public for South Carolina.



Margaret McCreary