



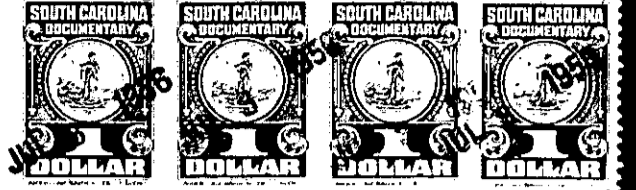
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GREENVILLE CO. S.C.

JUL 3 3 48 PM 1956

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)
OLLIE FARNSWORTH LEASE
D.M.O.



This Indenture of Lease, executed in quadruplicate this the 3rd day of July, 1956, by and between Ward S. Stone, of Greenville, S. C., hereinafter called "Lessor" and Angelos Chatos, Jimmy Chatos and John Lambrou, as co-partners doing business under the firm name of "Dixie Drive-In, No. 1", hereinafter called "Lessee";

W I T N E S S E T H:

That in consideration of the rent reserved and the mutual covenants and agreements herein contained, the Lessor does hereby demise and lease unto the Lessee, for the purpose of operating a "Drive-In Restaurant" and upon the conditions and subject to the covenants and agreements herein set forth, for a period of ten (10) years, beginning on the first day of September, 1956, and ending on the thirty-first day of August, 1966, the following described real estate:

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, Greenville Township, being known and designated as Lots Nos. 8, 9, and 10, Block "E", of a subdivision known as "Park Place" according to a plat thereof recorded in the R. M. C. office for Greenville County in Plat Book A, at page 119, and also a triangular parcel of land located to the rear of said Lots Nos. 9 and 10, and having, in the aggregate, the following metes and bounds, to-wit:

BEGINNING at a stake on the east side of New Buncombe Road, (which is shown on the plat above mentioned as First Avenue), the joint front corner of Lots Nos. 7 and 8, Block "E", and running thence along the joint line of said lots, N. 89-45 E. 150 feet to a stake on an alley; thence along said alley and continuing, N. 0-17 E. 150 feet to a point; thence S. 89-45 W. (for a portion of the distance along the joint line of Lots Nos. 10 and 11, Block "E") 150 feet to a stake on the east side of the New Buncombe Road; thence along the east side of the New Buncombe Road, S. 0-17 W. 150 feet to the beginning corner.

The parties hereto, for themselves and their respective heirs and assigns, do hereby covenant and agree as follows:

I. Preparation and Improvement of Premises. The Lessor hereby agrees that all structures now existing upon the premises above described will be removed on or before August 1, 1956, and that any person or persons who may presently be in possession thereof, as tenant or otherwise, will have vacated such premises on or before said date. The Lessee covenants and agrees that as soon as the Lessor delivers possession of such premises to the Lessee, free of structures, impediments, or persons in possession thereof, whether such delivery shall occur on the above date or prior thereto, the Lessee will thereupon proceed with diligence to erect upon said premises, at its own cost and expense, a fire-proof, one story, drive-in restaurant building, with outside dimensions of approximately forty feet in length and twenty feet in width, such building to be constructed of concrete block, faced with brick, and to have a built-up, tar and gravel roof of twenty-year bond. It is understood and agreed that such building, upon completion, shall become and remain the sole property of the Lessor. The Lessor agrees that he will proceed with diligence, at his own cost and expense, to fill, fine grade, and surface the entire premises, except the site for the building, with good quality plant mix surfacing in order to provide adequate driveways and parking facilities