

SEP 11 4 35 PM '74

VOL 1006 PAGE 589

DONNIE S. TANKERSLEY **LEASE**
R.M.C.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

THIS LEASE made and entered into by and between MALCOLM W. CARTER

(hereinafter referred to as "Lessor"), and AMERICAN CREDIT COMPANY OF SOUTH CAROLINA, INC.

(hereinafter referred to as "Lessee"),

WITNESSETH:

The Lessor does by this agreement lease unto the Lessee the following described property, to-wit: ALL that certain piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, with the building and improvements thereon, known and designated as Lot 32 of Tract No. 2 of the Estate of John B. Marshall, as shown on plat of same recorded in the R. M. C. Office for Greenville County in Plat Book J at Pages 132 and 133, and, according to said plat, being more particularly described as follows:

BEGINNING at an iron pin at the northwestern intersection of the White Horse Road and Cole Road, and running thence along the western side of the White Horse Road N. 23-45W. 127 feet to an iron pin at the corner of Lot 31; thence along line of Lot 31 S. 66-15 W. 210 feet to an iron pin; thence S. 23-45 E. 20.4 feet to an iron pin at the northern side of Cole Road; thence along the north side of Cole Road S. 86-45 E. 234.6 feet to the point of beginning.

upon the following conditions and covenants:

1. The term of this lease shall be for a period of at least Ten years, beginning the earlier of occupancy or upon completion of building and ending Ten years thereafter
2. The Lessee agrees hereby to pay to the Lessor for the use and rental of the property during the lease term a total rental of \$105,000.00 which shall be payable in 60 equal monthly installments of \$850.00 each, and 60 equal monthly installments of \$900.00 each, one such monthly installment to be payable on or before the tenth day of each month during the term of this lease, plus a prorata rental, if any, for occupancy of the property before the beginning date specified in paragraph 1 above. The Lessor does designate hereby

Malcolm W. Carter
1900 Easley Bridge Road
Greenville, South Carolina 29611

as its agent to receive and collect said rent which the Lessee agrees to pay to the agent until such time as the Lessee is notified by the Lessor in writing to pay said rental to some other person, firm or corporation.

3. The Lessee shall have the right to extend or renew this lease upon the same terms and conditions herein set forth for an additional period of Five years at a rental of \$ 900.00 a month, provided the Lessee gives to the Lessor or its agent notice of the exercise by the Lessee of this right or option not less than three months prior to the expiration of the original lease term. If the Lessee fails to exercise its right to extend or renew this lease as provided herein, then the Lessor shall have the right during the last thirty days of the lease term to show said premises to any other prospective tenant at such times as may be convenient to the Lessee.

4. The Lessee shall have the right to sublet the premises or assign this lease, or any part thereof, to any corporation which is a subsidiary of or affiliated with the Lessee without obtaining the permission or consent of the Lessor, and shall have the right to assign this lease or sublet the premises to any other person, firm or corporation without first obtaining the consent of the Lessor; provided, however, if there is any default

0589

4328 RV.2