

FILED
GREENVILLE

1983-191

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
LEASE AGREEMENT

This Agreement of Lease made and entered into this 24 day of June, 1983, by and between Dr. Nayan Desai, Landlord, and James D. Mayes, Tenant.

W I T N E S S E T H:

Description
and Terms

1. That Landlord, in consideration of the rent reserved herein to be paid by said Tenant and of the covenants, agreements, and conditions herein-after contained to be kept, performed and observed by said Tenant, does hereby let and lease unto said Tenant the premises known as 14 E. BUTLER AVENUE, MAULDIN, SOUTH CAROLINA, to be used and occupied by said Tenant as a business, and for no other purposes for the term of the life of a loan from the Small Business Administration to Tenant as a minimum time frame, beginning July 1, 1983, and ending the date of the last payment of Tenant on the SBA loan, being approximately August, 1987, and no later than October, 1987. If either the Landlord or the Tenant does not wish to renew this lease, the party not wishing to renew shall notify the other party in writing or orally not less than thirty (30) days before the expiration of this lease of such intention not to renew; otherwise this lease will automatically be renewed from month to month, and either party must give thirty (30) days written notice of termination, the Tenant's notice accompanied with the rent payment. Total term being approximately four (4) years. *SDM*

Rent

2. That Tenant, in consideration of the use of the demised premises and of the covenants and agreements made herein by the Landlord, leases said premises and does hereby promise to pay REALTY WORLD, agent for the Landlord, as rental, the sum of Three hundred fifty and no/100--(\$350.00) the first of every month, beginning July 1, 1983, for a period of six months. Rent may, upon option of Landlord, be increased at the end of each six month period, such increase not to exceed Fifty (\$50.00) Dollars per month. Rent shall be paid at the office of REALTY WORLD, 14 E. BUTLER AVENUE, MAULDIN, SOUTH CAROLINA. In the event rent is not paid within five (5) days after due date, Tenant agrees to pay a LATE CHARGE of Five (\$5.00) Dollars per day until paid.

Security
Deposit

3. A security deposit of Three hundred fifty (\$350.00) Dollars collected from Tenant when this lease is executed shall be refunded to the Tenant within ten (10) days after premises have been vacated; and, upon inspection, the premises are found to be in as good condition as at the beginning of the lease, normal wear and tear accepted; and provided the covenants, agreements and conditions on the part of Tenant have been complied with entirely. The Security Deposit is not any part of the rent herein reserved, and consequently cannot be deducted from the final month's rent.

Housekeeping

4. Tenant agrees to keep and maintain the premises in good clean condition, excepting reasonable wear and tear, and to make no alterations or additions thereon without the written consent of the Landlord, or the Landlord's agent. The Tenant agrees to promptly report any repairs which need to be made to the property. No Tenant-incurred expenses shall be deducted from the monthly rent under any circumstances whatsoever. To pay for all utilities used while occupying said premises, with the exceptions of water and sewer. Indiscriminate hanging of pictures, decorative plates, pennants, plaques, stock on posters and emblems or other items of a similar nature shall be treated as damages and the security deposit referred to in Section 3 shall be forfeited in full.

Non-
Liability
of Landlord

5. The Tenant covenants that the Landlord nor his agent shall not be liable for any damages or injury of the Tenant, the Tenant's agents or employees or to any person entering the premises or building of which the demised premises are a part, or to goods or chattels therein resulting from any defect in the structure or its equipment, or in the structure or equipment of the structure of which the demised premises are a part, and, further to indemnify and save the Landlord harmless from all claims of every kind and nature.

Right Of
Re-Entry

6. Tenant agrees to permit the Landlord or his agents to enter these premises at reasonable hours for the purpose of making inspections and repairs, after first notifying the Tenant, and to also permit the Landlord or his agents to enter the premises in case of fire, storm or need for emergency repair. Tenant agrees to allow Realty World to show the premises during daylight hours to prospective tenants or purchasers during the last thirty (30) days of the Tenant's occupancy of the premises.

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