

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

LEASE 1000-100

This Lease made and agreements entered into by and between James A. Howard and his wife, Ruth H. Howard, hereinafter called the Lessor, and Lawrence L. Hyder and his wife, Leila J. Hyder, hereinafter called the Lessee: Witnesseth;  
The Lessor for and in consideration of agreements herein made and payment of rental as hereinafter stated does hereby demise and lease to the Lessee for a period of fifteen years, from October 15 1977 to October 15, 1992 certain tracts of land located near the home of Lessor, in Glassy Mountain Township, Greenville County, S.C., described as follows:

Tract one consists of 38.1 acres. 33.4 acres lying North of Howard Road and 4.7 acres lying South of Howard Road. Tract two consists of 64.0 acres. 51.9 acres lying North of Howard Road and 12.1 acres lying South of Howard Road. Tract three consists of 50.6 acres, 7.1 acres lying near the brick house, 7.0 acres lying next to Joe Howards place and 36.5 acres lying next to the race tract, making a total of 152.7 acres.

The rental shall be Twenty-five (\$25.00) Dollars per acre or a total of \$3,817.50 payable October 15 of each year during the period of this lease.

The Lessee will grow peaches on leased land and will maintain a grass sod in proper manner to prevent soil erosion. The Lessee shall have the right to build and maintain such roads, drives, dams, lakes and yards as needed in the operation of his business.

The Lessee shall use due care in protecting the premises and the adjoining property from damage, and Lessee agrees to assume all liability damage to persons or property that may occur in the operation of his business on the premises and to protect the Lessor from all claims that may be filed against Lessee for such damages.

The Lessee will pay all taxes and assessments that may be levied against the leased property, when due.

Violations of the terms of this lease and agreements or failure to pay any rental within Ninety (90) days of the due date shall be sufficient cause for the Lessor to terminate the lease and to repossess the property, at the option of Lessor, anything to the contrary notwithstanding.

The Lessor and Lessee hereby bind themselves and their heirs and assigns to forever warrant and defend the agreements herein made.

Leases covering a part of the land leased herein and recorded in R.M.C. Office for Greenville County in Book 981 at Page 731 and in Book 1016 at Pages 513 and 514 are hereby nullified.

Signed, sealed and a copy delivered to Lessor and Lessee, receipt of which is hereby acknowledged, this 5 day of March, 1979 at Landrum South Carolina.

*[Handwritten signatures]*  
Witnesses:

*[Handwritten signature]* (SEAL)  
Lessor:  
*[Handwritten signature]* (SEAL)  
*[Handwritten signature]* (SEAL)  
Lessee:

STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

Personally appeared before me the undersigned witness and made oath that he was present and saw the Lessor and Lessee named herein sign, seal and as their act and deed deliver the within written lease and that he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 9 day of March 1979.

Notary Public for S.C. My Commission expires 10-19-80

RECORDED MAR 9 1979 at 9:05 A.M.

FILED  
GREENVILLE, CO. S.C.  
MAR 9 9 05 AM '79  
CONNIE S. TANKERSLEY  
R.M.C.

DOCUMENTARY  
STATE  
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