TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE.

LEASE

THIS LEASE, made and entered into as of the 1st day of January, 1936, by and between T.P. Chandler, J. D. Chapman, W. A. McKelvey, J. R. Ridgeway, W. H. Campbell and J. F. Hopkins, as Trustees of School District No. "4-H", Greenville County, South Carolina, and their successors in office, hereinafter called Lessor, and Ellen Woodside Community Association, a corporation organized and existing under and by virtue of the laws of the State of South Carolina, hereinafter called Lessee:

WITNESSETH: That the parties hereto, for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor, being the owner in fee simple of the hereinafter described property, hereby grants, bargains and leases to the Lessee the following described real estate situated in the County of Greenville, Township of Oaklawn, State of South Carolina; to-wit:

Beginning at the S. W. corner of the property known as the site of Ellen Woodside High School, according to that certain plat, designated as "Plat of Ellen Woodside High School Site at Woodville, Greenville County, S. C.", which is recorded in the office of the Register of Mesne Conveyance, Greenville County, South Carolina, in Plat Book No. J, at Page No. 169, a copy of which plat is hereto attached and made a part hereof by reference; thence, parallel with Augusta Road, N. 2-50 W. 400 feet to a stake; thence, with the property line of said School, as shown on said plat, N. 87-10 E. 200 feet to a stake; thence parallel with August Road, S. 2-50 E. 400 feet to a stake: and, thence, with the property line of said School, as shown on said plat, S. 87-10 W. 200 feet to the point of beginning, --- containing two (2) acres, more or less.

- 2. To Have and to hold the said premises unto the Lessee, its successors and assigns for the term of twenty (20) years beginning on the 1st day of January, 1936, and ending on the 31st day of December, 1956.
- 3. The Lessee shall not have the right to sub-let or sub-lease the property or any portion thereof or to assign this lease or any part thereof without the consent of the Lessor; the Lessee shall commit no waste, but, on the contrary, shall take good care of same; and, upon termination of this lease shall surrender possession of the same without notice, in as good condition as reasonable use will permit.
- 4. The Lessee, shall have the right, during the term of this lease, to occupy the leased premises for school and educational purposes only. It is understood and agreed that the Lessee may erect structures on said leased premises, which structures, when so erected upon said premises, shall be and remain the property of the Lessee and may be removed therefrom by the Lessee within a reasonable time after the termination of this lease.
- 5. The Lessor covenants to keep the lessee, its successors, assigns and sub-lessees, in the quiet possession of said premises during the term of this lease, provided all of the stipulations of this lease are complied with by the Lessee.
- 6. It is understood and agreed that the Lessee will maintain and operate a work center on said leased premises; however, any other lawful use for school and educational purposes of said leased premises may be made by the Lessee.
- 7. The Lessee shall pay the Lessor for the premises leased hereby the sum of five (\$5.00) dollars per year in advance. Annual rental payments shall be made on the 1st day of January, of each year, during the term of this lease, commencing on the 1st day of January, 1936.
- 8. It is the intention of the parties hereto that this lease shall supersede, be substituted for, and take the place of that certain lease which the parties hereto executed on the 20th day of June, 1936, with respect to the premises leased hereby.

In witness whereof, the parties hereto have executed this lease, in duplicate, on this 25th day of January, 1940.

In the presence of:

R. K. Chapman J. R. Chandler, Jr. T. P. Chandler (L. S.) J. D. Chapman (L. S.)

W. A. McKelvey (L. S.) J. R. Ridgeway (L. S.)

W. H. Campbell '(L. S.)

J. F. Hopkins (L. S.)

As Trustees of School District No. "4-H", Greenville, S.C. (LESSOR)

ELLEN WOODSIDE COMMUNITY ASSOCIATION

W. A. McKelvey (L. S.)President

(LESSEE)