

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

LEASE AND AGREEMENT.

THIS LEASE AND AGREEMENT, made and entered into this 4th day of May, 1946, by and between E. R. Haynie, of Greenville, South Carolina, hereinafter called the Lessor, and H. D. Hayes, of Greenville County, South Carolina, hereinafter called the Lessee, and resting on the mutual promises of the parties, WITNESSETH:

In consideration of the rental hereinafter agreed to be paid by the Lessee, the Lessor does hereby lease unto the Lessee the following described real estate:

All those certain pieces, parcels or tracts of land situate, lying and being on the West side of Rocky Slope Road and just south of the Woodruff Road, in Butler Township, Greenville County, South Carolina, being shown as Lots 8, 9, 10 and 11 on plat of property of E. R. Haynie, made by P. B. Wilson, Jr., Surveyor, October, 1945, and containing according to said plat an aggregate of 19.56 acres, more or less, and being described together as follows:

Beginning at an iron pin on the west side of Rocky Slope Road at the south-east corner of Lot No. 9, said pin also being corner of line of C. C. Hindman; thence with said Hindman line, S. 64-20 W. 1062 feet to an iron pin; thence N. 21-45 W. 734 feet to an iron pin at corner of Lots 11 and 12; thence with the line of Lots 12 and 11, N. 64-20 E. 1119.5 feet to an iron pin on the west side of Rocky Slope Road; thence with the west side of said Road, S. 20-30 E. 209.6 feet to an iron pin; thence continuing with said Road, S. 4-00 E. 168 feet to an iron pin; thence still with said Road, S. 26-49 E. 367 feet to the beginning corner.

This is a portion of that property conveyed to the Lessor by deed of Mary Bates Ballenger, October 2, 1945, recorded in the F. M. C. Office for Greenville County, in Deed Book 281, page 95.

TO HAVE AND TO HOLD unto the Lessee for a term of three (3) years, commencing on the 4th day of May, 1946 and ending with the 3rd day of May, 1949.

The Lessee covenants and agrees to pay to the Lessor an annual rental of Two Hundred Dollars (\$200.00), payable on the 31st day of December in the years 1946, 1947 and 1948. Upon the lessee's failure to pay any year's rent within thirty days after it is due the Lessor, at his option, may terminate the lease, and in case of such termination the option to purchase contained in the next paragraph shall automatically terminate.

The Lessor agrees that the Lessee shall have the option or privilege, at any time during the life of this lease, to purchase the above described leased premises for a sum equal to One Hundred Seventy-five Dollars (\$175.00) per acre or fraction thereof, payable in cash upon prompt delivery of deed conveying the premises in fee simple, with general warranty, free and clear of encumbrances. Provided, however, that upon the exercise of the option to purchase the parties will have the property resurveyed at their mutual expense, and payment will be made on the basis of the acreage shown by such survey to be contained in said tract.

The Lessor reserves the right to enter upon the premises for the purpose of harvesting the oat crop now growing thereon.

The Lessor will pay all taxes assessed against the leased premises during the life of the lease.

The property hereby leased is taken by the Lessee and, in the event that he exercises his option to purchase, will be conveyed to him, subject to the following restrictions:

1. That no building shall be erected within 75 feet of the property line on the Rocky Slope Road;
2. That no dwelling to cost less than \$5,000.00 shall be erected within 150 feet of the property line on said Road; and

Handwritten: Lease cancelled
Stamp: RECORDED AND CANCELLED OF RECORD
 MAY 13 1946
 F. M. C. OFFICE FOR GREENVILLE COUNTY, S. C.
 NO. 13003

Handwritten: Ollie