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STATE OF SOUTH CAROLINA RES 22 12 33 111 Reco

LEASE E



This lease between Warren P. Earp herein called owner, and D. A. Prince herein called tenant, witnesseth:

For and in consideration of the matters hereinafter stated the owner does hereby lease to the tenant, who leases from the owner, the following described property. (All distances are approximate).

All that lot which faces 218' on Buncombe Street, measures  $57\frac{1}{2}$ ' on James Street, 174.6' on its eastern line, and 80' on its nothern line. The line running in the southern direction runs approximately  $112\frac{1}{2}$ , to an I.P.; thence 150' to an I.P. on James Street. The owner also agrees that he will exercise an option to buy the lot adjoining the above which measures 80' on the adjoining line, 98' on its back line, and 120' on each of its side lines, known as the Bettis lot, and if he can obtain said lot by exercising this option it is to be included in this lease. With it the tenant is to have access to Wilson Street.

Except however, from the above less a lot  $20^{\circ}$  x  $20^{\circ}$  in the corner of James and Buncombe Streets which the owner may, if he wishes, use for some business which is not competitive with that of the tenant. Should the owner decide not to use this lot the tenant may use it at no additional rent.

The term of this lease is to be for a period expiring December 31, 1960, the rent to begin when the building hereafter mentioned is ready for occupancy and the parking lot has been surface treated.

The purpose for which this property is to be used is to conduct a curb and drive-in restaurant with such allied and connecting business as may be desirable to the tenant.

Yeilding and paying as rent therefor:

a) Thirty Six Thousand ( $\frac{1}{3}$ 36,000.00) and no/100 Dollars, for the term, which the tenant may pay at  $\frac{1}{3}$ 300.00 per month provided payment is made on the first day of each month in advance.