STATE OF SOUTH CAROLINA )

SPECIALLE CO. 3. 3

LEASE AGREEMENT AND OPTION TO BUY

COUNTY OF GREENVILLE )

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This agreement made and entered into by and between James G. Bannon, hereinafter called lessor, and Andrew F. Atkins, hereinafter called lessee,

## WITNESSETH:

That in and for the consideration and the terms and conditions hereinafter set forth, the lessor does hereby lease and demise unto the lessee, for a term of five (5) years, the following described real estate:

"All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, Welcome School District and having the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the Eastern side of the White Horse Road at the corner of Tract No. 5 of the J. R. Yown property as shown on a plat thereof recorded in the R. M. C. office for Greenville County in Plat Book H, at page 49, and running thence with the line of said Tract No. 5, N. 64-35 E. 375 feet to an iron pin; thence in a southeasterly direction 100 feet to a point 375 feet from the Eastern side of the White Horse Road; thence S. 64-35 W. 375 feet to an iron pin on the Eastern side of the White Horse Road; thence with the Eastern side of the White Horse Road in a northwesterly direction 100 feet to the beginning corner; being the same conveyed to W. T. Westmoreland by B. P. Crenshaw by his deed dated January 3, 1940 and recorded in the R. M. C. office for Greenville County in Vol. 217, at page 194, and being the same conveyed to the lessor herein by Lillie B. Westmoreland, the sole devisee of the said W. T. Westmoreland by deed of recent date, not yet recorded."

It is understood and agreed that the party of the second part shall pay to the party of the first part a monthly rental of \$110.00, beginning on the first day of January, 1952, in advance, and ending on December 31, 1957, and in addition thereto shall pay all taxes, other public assessments, fire insurance premiums, and all upkeep and repairs of the premises hereinabove described.

It is further understood and agreed that the lessor agrees that at any time during the life of the lease herein set out, the lessee shall have the right to purchase the premises hereinabove described for a consideration of \$13,200.00, and should this option be exercised during the term hereinabove stated, all payments made on the above lease shall be applied toward the purchase price hereinabove stated, less interest at 6% which shall be deducted from said monthly payments computed on the basis of 6% monthly, and all sums above said interest shall be deducted from the purchase price at the time the option is exercised, said interest to be figured on the \$13,000 from the date of this agreement until the date said option to purchase is exercised.

It is further understood and agreed that if at any time any of the payments hereinabove set out shall not be paid as and when due, this lease agreement and option shall terminate at the option of the party of the first part, and all payments made hereunder shall be applied as rental for the use of said property.

It is further understood and agreed that if at any time the party of the second part is desirous of exercising this option he may do so by paying the balance due on the purchase price, as hereinabove provided.