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S. C.

BOOK 844 PAGE 230



STATE OF SOUTH CAROLINA )

LEASE AGREEMENT

COUNTY OF GREENVILLE )

THIS AGREEMENT made and entered into this 6th day of May, 1968, by and between Homer L. Painter and Grace H. Painter, hereinafter called the Landlord and Rosana B. Staton, hereinafter called the Tenant:

WITNESSETH

That for and in consideration of the mutual promises and agreements hereinafter contained, it is agreed and understood as follows:

1. That the Landlord does hereby grant, bargain, demise and lease unto the Tenant, and the Tenant does hereby accept from the Landlord the following described property, to-wit:

ALL that lot of land and improvements thereon in Greenville County, State of South Carolina, on the White Horse Road and fronting on the road 100 feet and with a depth of 150 feet and now being occupied by Chick's Restaurant.

TO HAVE AND TO HOLD for rental during the term beginning on the sixth day of May, 1968 and ending at midnight on the 5th day of May, 1970.

2. The Tenant hereby agreed to pay the Landlord for and during the said term a rental of \$2,488.00 for the premises, to be paid as follows: On the 6th day of May, 1968, and on the 1st day of each succeeding calendar month thereafter for two (2) years, the Tenant shall pay the sum of \$104.00 on or before the 10th day of each month until the entire \$2,488.00 has been paid.

3. It is further understood and agreed that should any installment be past due over ten days and unpaid by the Tenant, the Landlord may, at his option, after giving fifteen days' notice in writing by registered mail, addressed to the Tenant, at its last known address, declare this lease terminated, whereupon the full rental price for the whole of the unexpired term shall be immediately due and payable, and the landlord may enter and take possession of the premises and resort to any legal remedies prescribed by law for the enforcement or collection of the entire rent payable under this contract or to obtain possession of the leased property, provided the Tenant shall not have paid said rent before the expiration of such fifteen days' notice.

4. In the event the Tenant, its successors or assigns, goes into bankruptcy, voluntary or involuntary, or is placed in the hands of the receiver, or makes a general assignment of its property for the benefit of its creditors, or files a petition pursuant to any state or federal law for the extension of its debts, or for its reorganization, or if its stock of goods, wares and merchandise should be seized under attachment, execution, or other process, and such attachment, execution or other process be not vacated or such property released within 15 days, then and in such event, the Landlord shall have the right, at its option, to immediately terminate this lease and re-enter the demised premises and the full rental price for the unexpired term shall then be immediately due and payable.

5. The Landlord agrees to repair the roof should it leak. It is fully understood and agreed that the roof of said building is at present considered sound and the Landlord should or shall not be called upon to make inspection of or repairs to the roof until notified by the Tenant of the necessity thereof and that the Landlord shall not pay for any damages for leaks, should any occur. Except as herein provided, the Landlord shall not be called upon to make any repairs or alterations during the term of this lease.

6. The Tenant agrees to take the building just as it stands.

(Continued on next page)