

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

LE A S E

Vol 1016 Page 514

This lease made and agreements entered into by and between James A. Howard and his wife, Ruth H. Howard, hereinafter called the Lessor, and Lawrence L. Hyder and his wife, Leila J. Hyder, hereinafter called the Lessee: Witnesseth;

The Lessor for and in consideration of agreements herein made and payment of the rental as hereinafter stated does hereby demise and lease to the Lessee for a period of Fifteen years, from October 15, 1974 to October 15, 1989, the property described as follows:

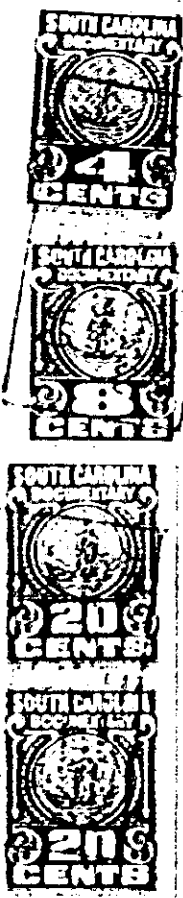
Sixteen and Sixty hundredths (16.60) acres of Lessor's land lying along Glassy Mountain and Howard Road, near Lessor's home, on the following terms and conditions:

1. The Lessee shall pay Twenty-five (\$25.00) Dollars per acre, a total of Four Hundred Fifteen (\$415.00) annually on the Fifteenth day of October each year for Fifteen (15) years, beginning October 15, 1974 and ending October 15, 1989.
2. The Lessee will grow peaches on the leased property and will keep the land sodded with grass in the proper manner to prevent erosion of the soil.
3. The Lessee shall have the right to build a dam and lake on the premises to use for irrigation and other farm and orchard uses, and Lessee may make such roads and driveways as are necessary for the operation of his business, and he shall use due care in protecting the premises and adjoining property from unnecessary damage.
4. Lessee agrees to assume all liability for damages to persons or property that may occur in the operation of his business on the premises and to protect the Lessor from all claims that may be made against Lessor for such damages.
5. The Lessor agrees to pay all taxes and assessments that may be levied against the property, when due.

Violation of the terms and agreements of this lease or the failure to pay any rental within Ninety (90) days of the due date shall be sufficient cause for the Lessor to terminate the lease and to repossess the property, at Lessor's option, anything to the contrary notwithstanding.

The Lessor and the Lessee hereby bind themselves and their heirs and assigns to ever warrant and defend the agreements herein made.

Signed, sealed and a copy delivered to the Lessor and the Lessee, the receipt of which is hereby acknowledged, this 7 day of April 1975 at Landrum, South Carolina.



James A. Howard (SEAL)  
Ruth H. Howard (SEAL)  
Lessor:  
L. L. Hyder (SEAL)  
Leila J. Hyder (SEAL)  
Lessee:

Adella D. Ballou  
Raymond  
Witnesses:

STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

Personally appeared before me the undersigned witness and made oath that he saw the within named Lessor and Lessee sign, seal, and deliver the within written lease and that he with the other witness signed above witnessed the execution thereof.

Sworn to before me this 7 day  
of April, 1975  
Adella D. Ballou  
Notary Public for S.C.  
My Commission expires 12-19-80

Adella D. Ballou  
Witness:

RECORDED APR 8 '75 At 11:03 A.M.

23x99

4328 RV-2