

GREENVILLE CO. S. C.

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SEP 2 3 44 PM '77

MEMORANDUM OF LEASE

DONNIE S. TANKERSLEY
R.H.C.

THIS INDENTURE made and entered into this 1st day of JUNE 1977 by and between DENNON O. JONES and W. W. BRIDWELL

as LESSOR.

LESSOR'S heirs, executors, administrators, legal representatives, successors and assigns, and WAFFLE HOUSE, INC., a Georgia corporation as Lessee, Lessee's successors and assigns, WITNESSETH.

That LESSOR, in consideration of the rents reserved and of the terms, covenants, and agreements on the part of LESSEE and LESSOR, does hereby demise and lease unto LESSEE, and LESSEE does hereby take and hire from LESSOR, the following described improved real property (the Demised Premises), to-wit:

All that certain piece, parcel or tract of land, situate, lying and being on the northern side of U. S. Highway 29, being a portion of that property as shown on a plat for "Alvin A. McCall, Jr.", made by Piedmont Engineers, March 5, 1973, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4-Y, at Page 88, and being more particularly described as follows:

Beginning at an iron pin on the northern side of Wade Hampton Boulevard at the edge of a 12" storm drain at the corner of other property of the Lessors herein and running thence S. 40-15 W. 80.7 feet to an iron pin; thence along the line of property of Boulevard Baptist Church N. 32-25 W. 230.5 feet to an iron pin; thence N. 48-30 W. 78.0 feet to an iron pin; thence along the line of other property of Lessors herein S. 32-25 E. 218.8 feet to an iron pin, the point of beginning.

This is a portion of that property conveyed to the Lessors herein by deed of Boulevard Baptist Church, Inc., recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1034, at Page 486.

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TO HAVE AND TO HOLD the Demised Premises for a term of Twenty (20) years with an option to extend or renew for Two (2) successive and separate Five (5) year term(s), the initial term commencing on the 1st day of JUNE 1977, unless the above-mentioned option(s) to extend or renew is/are exercised, upon the rents, terms, covenants and conditions contained in that certain Lease Agreement between LESSOR and LESSEE hereto of even date herewith covering the Demised Premises.

The terms and conditions of the said Lease Agreement between LESSOR and LESSEE hereto, insofar as they are not inconsistent herewith, are hereby made a part of this instrument as fully as if they were set forth herein.

IN WITNESS WHEREOF, DENNON O. JONES and W. W. BRIDWELL as LESSOR, and WAFFLE HOUSE, INC. as LESSEE, have set their hands and seals hereunto and have caused this instrument to be executed and their corporate seals to be affixed hereunto by duly authorized officials thereof, the day and year first above written.

Signed, sealed and delivered in the presence of:

LESSOR

Donnie S. Tankersley

Dennon O. Jones (SEAL)

Elaine M. Baer
Notary Public 9/33/83

W. W. Bridwell (SEAL)

Signed, sealed and delivered in the presence of:

LESSEE

WAFFLE HOUSE, INC.

(SEAL)

Brody Rallen

By: *W. W. Rupp*
President

Sandra H. McHale
Notary Public

Attest: *M. W. Carney*
Secretary

Notary Public, Georgia State of
My Commission Expires 9/33/83

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