STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

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LEASE AGREEMENT

THIS AGREEMENT made and entered into in Greenville, South Carolina, this <u>for</u> day of July, 1979, between HARVEY L. SURNS, hereinafter referred to as "Lessor", and DONNA G. BALLARD, hereinafter referred to as "Lessee".

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That for and in consideration of the rental to be paid hereunder and the mutual covenants and agreements hereinbelow set forth, the Lessor does hereby lease and demise unto the Lessee, and the Lessee does hereby accept as tenant, the premises situated in the County of Greenville, State of South Carolina, and described as follows:

The unit of the building of the Lessor located on Old Spartanburg Road, (also known as 2522 East North Street) near the City of Greenville, South Carolina. This unit is approximately 25 feet in width by 50 feet in depth.

The term of this lease shall be for three (3) years, beginning August 1, 1979 and ending August 1, 1982.

The rent for the demised premises, which the Lessee hereby agrees to pay, shall be at the monthly rate of Three and No/100 (\$3.00) Dollars per square foot, or Three Hundred Twelve and No/100 (\$312.00) Dollars.

The said rental to be payable in advance on the 1st day of each month, payable only to Harvey L. Burns, or at such other places as Lessor shall hereafter direct in writing.

## COVENANTS AND AGREEMENTS

The above letting is upon the following conditions:

FIRST: The Lessor covenants that the Lessee, on paying the said rental and performing the covenants and conditions in this Lease contained, shall and may peaceably and quietly have, hold, and enjoy the demised premises for the term aforesaid.

SECOND: The Lessee covenants and agrees to use the demised premises only for the purpose of operating Yorktown Beauty Salon for women, although men and boys hair may be trimmed.

THIRD: The Lessee shall, without any previous demand therefor, pay to the Lessor the said rent as provided, and in case of non-payment of said rent and if the same shall remain in default for ten (10) days, or in case the said leased premises shall be deserted or vacated, the Lessor shall have the right to and may enter the premises, either by force or otherwise, without being liable for any prosecution therefor, and to relet the said premises as the agent of the Lessee, and to receive the rent therefor.

FOURTH: Said premises shall not be let or underlet by the Lessee, nor shall said premises be used or permitted to be used by her for any purpose other than as above mentioned, nor shall this Lease be assigned by her without the written consent of the Lessor.

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