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THE STATE OF SOUTH CAROLINA : LEASE AND SALE OPTION AGREEMENTS COUNTY OF GREENVILLE :

We, Lawrence R. Traxler and Delilah J. Traxler, jointly and severally, for value received, and Minnie L. Whatley, for value received, do hereby, among ourselves, enter into the following

(1) Lease, and (2) Sales Option, agreements, to wit:

## (1) LEASE AGREEMENT

The said Lawrence R. Traxler and Delilah J. Traxler,

Jointly and severally, lease unto the said Minnie L. Whatley, the

real property hereinafter described, for the period of time, at the

monthly rental, and on the terms and conditions hereinafter stated.

# (A) The Real Property

The property consists of a lot of land with all buildings and improvements thereon, situate in the Town of Mauldin, County of Greenville, State of South Carolina, and designated as 311 Rosewood Circle, and being more particularly described in the Sales Option.

#### (B) Duration of Lease

This lease is for a period of four (4) months, commencing at 12:00 o'clock noon on October 15, 1976, and ending at 12:00 o'clock noon on February 14, 1977.

### (C) Monthly Rental

The monthly rental for the use of said property is Two Hundred Fifty (\$250.00) Dollars per month payable by the said Minnie L. Whatley to the said Lawrence R. and/or Delilah J. Traxler, in advance, first monthly payment due on October 15th, 1976, and a monthly payment on the 15th day of each succeeding month thereafter during the duration of this lease.

## (D) Other Terms and Conditions

(1) The said Lawrence R. and Delilah J. Traxler shall secure to the said Minnie L. Whatley the quiet and peaceful possession, use and enjoyment of the property aforesaid during the period of this lease, and shall keep said property in good and suitable condition and state of repair, and upon breach of one or more of these conditions, or if said property or any part thereof shall be condemned by any lawful authority, or damaged by fire, casualty or other cause beyond the control of the said Minnie L. Whatley, to the extent that the same is not fully suitable for residential purposes, then the said Minnie L. Whatley may, at her option, declare this lease terminated and ended and no further rent shall accrue & shall receive a refund on a pro-rata basis for any un-expired portion of any month for which rent has been paid.

Upon termination of this lease, the said Minnie L. Whatley Shall return possession of said property to the said Lawrence R. and Delilah J. Traxler in the same condition it is now in, ordinary wear and effect of any cause beyond her control excepted.