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COUNTY SOF TREENVILLE)

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ELIZABETH MODLE K.A.O.

THIS LEASE AGREEMENT, made and entered into this

day of September, 1972, by and between PINK DAVIS, of

Greenville, South Carolina, hereinafter referred to as "Lessor",

and ROBERT R. DUVALL, of Greenville, South Carolina, hereinafter

referred to as "Lessee".

WITNESSETH:

For and in consideration of the rentals and agreements hereinafter set forth, Lessor and Lessee do hereby covenant and agree as follows:

(1) <u>Premises</u>. The Lessor does hereby rent and lease unto the said Lessee, and the said Lessee does hereby rent and lease from the Lessor, the following described premises, to-wit:

That lot of land, together with all improvements thereon situate, fronting on U. S. Hwy. 25 (Poinsett Highway), and running back to embankment at the rear of the building, and being bounded on the South by the driveway of the Lessor and on the North by Batson Battery Company, said lease premises commonly known as 1417 Poinsett Highway, Greenville, South Carolina, together with adequate parking therefor.

the primary term of two (2) years, said term to commence on October 1, 1972, and to end at midnight on September 30, 1974.

However, anything to the contrary notwithstanding, the Lessor and Lessee mutually agree that in the event the Lessee does not obtain approval and a license for a retail liquor package store on said premises within one hundred twenty (120) days from October 1, 1972, then and in such event, said Lessee is released by the Lessor from any and all further obligations under this said Lease Agreement.

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