

Losses good, marketable, fee simple title to said premises free of all liens and encumbrances other than real property taxes for the year of such sale, with said taxes to be pro-rated as of the date of closing. This option to purchase shall be exercised by Lessees by giving Lessor at his residence thirty (30) days' written notice thereof prior to the expiration of this initial five (5) year lease term.

20) This Real Estate Lease And Option Agreement shall not be assignable until such time as Lessees have completed in full the purchase of the business known as Kay's Restaurant No. 3 from William M. Kay, Jr., and William J. Carter by payment and satisfaction in full of the purchase price of said business plus any interest due thereon. At such time, and at any time thereafter, this Real Estate Lease And Option Agreement shall be assignable, provided that Lessees shall remain jointly and severally liable for their obligations hereunder.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 30th day of August, 1973, at Greenville, South Carolina.

<u>L. Kinard Johnson, Jr.</u> <u>John B. Mann</u>	<u>William M. Kay, Jr.</u> William M. Kay, Jr., Lessor
<u>L. Kinard Johnson, Jr.</u> <u>John B. Mann</u>	<u>Gus P. Stathos</u> Gus P. Stathos, Lessee
<u>L. Kinard Johnson, Jr.</u> <u>John B. Mann</u>	<u>Spiros Polifis</u> Spiros Polifis, Lessee

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
PRODATE

Personally appeared the undersigned witness and made oath that she saw the within named Lessor, William M. Kay, Jr., and Lessees, Gus P. Stathos and Spiros Polifis sign, seal and deliver the within Real Estate Lease And Option Agreement, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this
30th day of August, 1973.

L. Kinard Johnson, Jr.
Notary Public for South Carolina
My commission expires: 8-14-79
John B. Mann

Real Estate Lease and Option recorded Aug. 31, 1973 at 10:16 A.M., #6496

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