iDi

10

0.

LEASE

THIS INDENTURE, made this 19th day of January, 1976, by and between L. A. Moseley, Jr., Trustee, P. O. Box 10345, Greenville, South Carolina, hereinafter called the Lessor, and Jim Walter Corporation, 1500 North Dale Mabry Highway, Tampa, Florida, hereinafter called the Lessee;

WITNESSETH: That the Lessors do hereby let, lease and demise unto the Lessee the following described property, lying, being and situate in Greenville County, South Carolina, to-wit:

All that lot of land on the east side of S. C. Highway 291, 470 feet north of the intersection of Scarlett Street and Highway 291, having a frontage on Highway 291 of 175 feet and a depth of 202.6 feet on the north side and 209.5 feet on the south side, and being 190.8 feet across the rear, according to a survey made April 3, 1968, by Campbell and Clarkson, Engineers. This lease is subject to easements to the City of Greenville for sanitary sewer as well as surface water.

TO HAVE AND TO HOLD the leased premises unto the Lessee, its successors and assigns, for the term of four (4) years commencing on April 17, 1976, and terminating on April 16, 1980, the Lessee yielding and paying for the same unto the Lessors, their heirs, personal representatives and assigns, as rent therefor the sum of \$375.00 per month for the first two (2) years and the sum of \$425.60 per month for the remaining two (2) years, terminating April 16, 1980. Rental is payable in advance on or before the 10th day of each month during the term of this lease and any extensions thereof.

- It is covenanted and agreed that the Lessee shall:
 - 1. Remain the owner of all chattels, fixtures, equipment, buildings and improvements placed upon said premises and shall be permitted to remove the same within thirty (30) days after termination of the term of this lease and any extension thereof, otherwise the same shall become the property of the Lessors.
 - 2. Pay all taxes and insurance on the land and buildings. Furnish to Lessor a copy of liability insurance policy 15 days prior to effective date.
 - 3. Furnish and supply said premises with all gas, light, electricity, heat, fuel and other utilities required or used by it and promptly pay for the same.
 - 4. Save harmless the Lessors of and from all claims, damages liens or lawsuits of third persons caused by any use made of the premises by the Lessee or of the improvements placed thereon by the Lessee.