B. E. M. Book

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STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

LEASE AGREEMENT

This Lease, executed in duplicate, this the 6th day of October, 1967, by and between Barbee L. Corbin and Gail M. Corbin, herein called Lessors, and Carl W. Bowers, herein called Lessee,

WITNESSETH:

That in consideration of the rent reserved and the mutual covenants and agreements herein contained, the Lessors do hereby demise and lease unto the Lessee, for the purpose of operating a tire sales and service store, and upon the conditions and subject to the covenants and agreements herein set forth, for a period of seven (7) years, beginning on the 1st day of January, 1968, and ending on the 31st day of December, 1974, the following described real estate:

All that certain piece, parcel, or lot of land situate, lying, and being in the State of South Carolina, County of Greenville, on the west side of U.S. Highway 25 and 276 near the Town of Travelers Rest, and having the following metes and bounds, to-wit:

BEGINNING at a point on the western edge of U. S. Highways 25 and 276 in the center of Hillhouse Creek, which point is witnessed by an iron pin 20 feet on line, and running thence along the western edge of said highway, S. 8-41 E. 170 feet to an iron pin; thence continuing along the western edge of said highway, S. 0-15 E. 15 feet, more or less, to a ditch; thence along the center of said ditch, in a westerly direction 275 feet, more or less, to a gum stump on Hillhouse Creek; thence along Hillhouse Creek as the line, a traverse line between iron pins being N. 85-43 E. 90 feet, to a point in said creek; thence continuing along Hillhouse Creek as the line, a traverse line being N. 53-13 E. 188 feet, to the beginning corner.

The parties hereto, for themselves and their respective heirs, successors, and assigns, do hereby covenant and agree as follows:

and agree that they will proceed with diligence to erect, on the above described premises, at their own cost and expense, a concrete block building, with built-up roof, in accordance with plans and specifications agreed upon by the parties hereto. It is understood and agreed that Lessors will put forth their best efforts to have such building constructed and ready for use by the Lessee on or before the 1st day of January, 1968, and that should said building not be ready for Lessee's occupancy and use by January 1, 1968, the rental herein provided shall not begin to accrue or become due and payable until the date on which the said building is completed, ready for occupancy and use, and possession tendered to Lessee. In the event said building should be completed prior to the beginning date of the term hereinabove provided Lessee covenants that he will take possession and pay rent therefor at the rate herein provided, beginning on the date on which said building is completed, ready for occupancy and use, and possession tendered to Lessee.

Lessors covenant that they will save Lessee harmless from all liability on account of payroll taxes, compensation insurance and other expenses or claims of every character arising out of the construction of the said building.

It is understood and agreed that the Lessors, during the term of this lease or any extension thereof, may decide to erect another building which shall tie on to the south wall of the building demised hereunder and lease the same to another non-competing business; and in that event, Lessee agrees to release and discharge his leasehold interest from all of the above described land which lies south of the wall