

FILED
GREENVILLE CO. S. C.
JUL 16 1 50 PM '73
DONNIE S. TANK

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

L E A S E VOL 881 PAGE 731

This lease made and agreements entered into by and between James H. Howard and his wife, Ruth H. Howard, hereinafter called the Lessor, and Lawrence L. Hyder and his wife, Lello J. Hyder, hereinafter called the Lessee: Witnesseth:

The Lessor for and in consideration of agreements herein made and payment of rental as hereinafter stated does hereby demise and lease to the Lessee for a period of fifteen (15) years, from October 15th 1973 to October 15th 1988 the property described as follows:

Thirty-four and Eighty-three hundredths (34.83) acres of Lessor's land lying on the Northeast side of Howard Road and Three (3) acres lying South of Howard Road, near the present home of Lessor, on the following terms and conditions:

1. The Lessee shall pay Twenty-five (\$25.00) Dollars per acre, a total of Nine Hundred Forty-five & 75/100-(\$945.75) Dollars annually on the fifteenth day of October during the term of this lease, the first payment to be made October 15th 1973.
2. The Lessee will grow peaches on the leased property and will keep the land sodded with grass in the proper manner to prevent erosion of the soil.
3. The Lessee will have the right to build a dam and lake on the premises to use for irrigation and other farm and orchard uses, and Lessee may make such road or drive-ways as are necessary for the operation of his business, and he shall use due care in protecting the premises and all adjoining property from unnecessary damage.
4. Lessee agrees to assume all liability for damage to persons or property that may occur in the operation of his business on the premises and to protect the Lessor from all claims that may be made against Lessor for such damage.
5. Lessor agrees to pay all taxes and assessments that may be levied against the property, when due.

Violation of any of the terms and agreements of this lease or the failure to pay any rental within ninety days of the due date shall be sufficient cause for the Lessor to terminate the lease and to repossess the property, at his option, anything to the contrary notwithstanding.

The Lessor and the Lessee hereby bind themselves, their heirs and assigns to ever warrant and defend the agreements herein made.

Signed, sealed and a copy delivered to Lessor and Lessee, receipt of which is hereby acknowledged, this 7th day of April, 1973 at Landrum South Carolina.

James H. Howard (SEAL)
Ruth H. Howard (SEAL)
 Lessor:
L. L. Hyder (SEAL)
Lello J. Hyder (SEAL)

Adella D. Ballou
W. J. D. Druce
 Witnesses:

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

Personally appeared the undersigned witness and made oath that he saw the within names Lessor and Lessee sign, seal, and deliver the within written lease and that he with the other witness signed above witnessed the execution thereof.

Adella D. Ballou

Sworn to before me this 7th day of April, 1973

W. J. D. Druce
Notary Public for S.C.