

GREENVILLE CO. S. C.

Apr 14 1 42 PM '70

OLLIE FARNSWORTH  
R.M.C.

VOL 888 PAGE 45

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

ON THIS THE 15<sup>th</sup> DAY OF April IN THE YEAR 1970  
HENRY B. MCKOY AND G.P. CAMPBELL KNOWN AS THE LESSORS, IN  
CONSIDERATION OF THE RENTAL HEREINAFTER SPECIFIED, AND BY THESE  
PRESENTS DO GRANT, BARGAIN AND LEASE UNRO JOHN HAMBERIS AND  
PAUL ZAHARIS, TO BE KNOWN AS THE LESSEE, THE FOLLOWING DESCRIBED  
PROPERTY: KNOWN AS THE CLOCK DRIVE IN # 2, AND LOCATED AT 819 E.  
STONE AVE., INCLUDING THE LOT ON WHICH IT STANDS, WHICH IS  
APPROXIMATELY 200<sup>B</sup> FET ON EAST STONE AVE, AND APPROXIMATELY 135 FT.  
ON PARK AVENUE EXTENTION, BEING IN THE CITY OF GREENVILLE.

TO BE LEASED FOR THE TERM OF TEN YEARS, BEGINNING ON NOVEMBER  
1<sup>ST</sup>., 1970, AND ENDING ON OCTOBER 31<sup>ST</sup>., 1980.

AND THE SAID LESSEE IN CONSIDERATION OF THE PREMISES HERE  
IN ABOVE LEASED, DO PROMISE TO PAY THE LESSOR THE SUM OF  
THREE HUNDRED AND SIXTY DOLLARS ( \$360.00 ) A MONTH, PAYABLE  
IN ADVANCE AND ON THE FIRST DAY OF EACH MONTH. IN ADDITION TO  
THIS \$360.00 A MONTH, THE LESSEE AGREES TO PAY UNTO THE LESSOR  
A SUM EQUAL TO TWO PERCENT OF THE GROSS SALES, MADE AT THIS  
LOCATION, AFTER FIFTY THOUSAND DOLBARS (50,000.) HAS BEEN  
DECDUCTED FROM THESE GROSS SALES. THIS 2% TO BE PAID ALSO EACH  
MONTH.

IT IS AGREED THAT THESE PREMISES SHALL NOT BE SUB-LEASED  
TO ANY CORPORATION, PERSON OR PERSONS, WITHOUT THE WRITTEN CONSENT  
OF THE LESSOR. THESE PREMISES SHALL BE USED FOR A DRIVE IN  
RESTURANT, WITH OUTSIDE CAR SERVICE.

THE LESSOR AGREES TO KEEP ONLY THE ROOF AND THE OUTSIDE  
OF THE PRESENT BUILDING IN GOOD ORDER. AND THE LESSEE AGREES TO  
KEEP THE PREMISES IN GOOD REPAIR, AND AT THE END OF THIS LEASE TO  
DELIVER THE BUILDING AND PREMISES TO THE LESSOR, IN AS GOOD  
REPAIR AS THEY WERE AT THE COMMENCEMENT OF THE LEASE. NORMAL  
WEAR AND TEAR EXCEPTED.

THE LESSEE AGREES TO SAVE THE LESSOR HARMLESS AGAINST ALL  
LIABILITY AND EXPENCE THAT MAY BE INCURRED, BECAUSE OF MISSUSE  
OR ABUSE OF THE PREMISES BY THE LESSEE OR HIS CUSTOMERS.

(CONTINUED ON NEXT PAGE)