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GREENVILLE CO. S.C.

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STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE ) LEASE AGREEMENT

This Agreement is made this 1st day of January, 1972 between Thomas D. West and Janie S. West hereinafter called the landlords and Toy A. Hyder, Jr. and Toy Wayne Hyder hereinafter called the tenant.

#### SECTION I

In consideration of the rental specified below, the landlords hereby lease to the tenant their farm consisting of approximately 24 acres, more or less, located in Greenville County, State of South Carolina, on the east side of S. C. Highway #14 and joining the James Reid property.

The description of the farm is as follows:

24 acres, more or less, consisting of open land located upon all that certain piece, parcel or tract of land in the State and County aforesaid owned by the landlords and lying on the east side of S. C. Highway #14 and bounded on the west side by Highway #14 and on the south side by property of James Reid and on the north side by property of Thomas D. West, and on the east side by property of Thomas D. West. Further reference is made to Greenville County Block Map \_\_\_\_\_.

#### SECTION II

The length of this lease is from January 1, 1972 to the last day of December, 1987.

#### SECTION III

The tenant shall pay to the landlords as rental for all of the above described farm, an annual cash rent totaling Six Hundred (\$600.00) Dollars or Twenty-Five (\$25.00) Dollars per acre payable in advance on the first day of January of each year of lease computed on the basis of 24 acres for purpose of computing cash rental.

The landlords hereby agree to permit the tenant to set out peaches or other comparable fruits thereon and to farm the above described property in a manner comparable to the production of peaches and/or fruits and the tenants hereby agree that any fruit trees remaining on the leased premises at the termination of the lease shall become the properties of landlords.

The landlord hereby agree to pay the County taxes on the leased property as they become due. If the assessment on the property was increased by the County Assessor solely because of the setting of peach trees upon the property, then in that event, the tenant agrees to

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