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GREENVILLE CO. S. C.

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OLLIE FARNSWORTH
STATE OF SOUTH CAROLINA R.M.C.)

COUNTY OF GREENVILLE)

L E A S E

This Lease, executed this 5th day of February, 1970, by
and between Porter F. Vaughn, hereinafter referred to as "Lessor" and James A.
Fowler, Jr. and Ruby R. Fowler, hereinafter referred to as "Lessees",

WITNESSETH:

1. The Lessor hereby demises and leases to Lessee, the following
described premises:

"All that certain piece, parcel or lot of land situate, lying and being in
the State of South Carolina, County of Greenville, being known and designated
as Lot 3 on a plat of a subdivision of Lot 9 of J. H. Sitton Property according to
plat thereof prepared by Woodward Engineering Company, dated June 15, 1957,
and recorded in the R. M. C. Office for Greenville County in Plat Book NN at
Page 105 and having, according to said plat, the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the easterly side of State Highway 291 at
a point 565 feet south of the southeasterly corner of the intersection of said
highway with Edwards Road, said pin being the joint front corner of Lots 2 and 3
and running thence with the joint line of said lots, S. 88-15 E. 192.41 feet to an
iron pin on the westerly side of a 30-foot alley; thence with the westerly side of
the 30-foot alley, S. 43 W. 20.01 feet to an iron pin at the joint rear corner of
Lots 3 and 4; running thence with the joint line of said lots, N. 88-15 W. 192.94
feet to an iron pin on the easterly side of Highway 291; running thence with the
easterly side of Highway 291, N. 1-35 E. 20 feet to the point of beginning; being
the same property conveyed to Porter F. Vaughn by W. A. Waldrop and W. H.
Martin by deed recorded in the R. M. C. Office for Greenville County in Deed Vol.
596 at Page 20."

TOGETHER with all rights, alleys, rights-of-way, easements, appurtenances
thereunto belonging or in any wise appertaining; and all rights of Lessor in and to
any public or private thoroughfares abutting the above described premises, all
being hereafter referred to as the "demised premises".

TO HAVE AND TO HOLD unto Lessees for a term commencing February 1,
1970, and ending on January 31, 1972.

The rental for the demised premises, and certain options are more fully
set forth in that certain Lease Agreement between the parties hereto, of even date,
and this Lease is subject to all the covenants, conditions and terms set forth in said

(Continued on next page)