

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

LEASE AGREEMENT

THIS LEASE AGREEMENT Made and entered into as of the 6th day of February 1984, by and between L. A. MOSELEY, JR., TRUSTEE, hereinafter called the Lessor; and JIM WALTER HOMES, INC., hereinafter called the Lessee,

W I T N E S S E T H :

FOR AND IN CONSIDERATION of the payment of the rent by the Lessee to the Lessor in accordance with the terms of this Lease Agreement, and in further consideration of the agreements and covenants of the parties hereto, Lessor has and does lease, let and demise to the Lessee, the following described property:

All that lot of land on the east side of S. C. Highway 291, 470 feet north of the intersection of Scarlett Street and Highway 291, having a frontage on Highway 291 of 175 feet and a depth of 202.6 feet on the north side and 209.5 feet on the south side, and being 190.8 feet across the rear, according to a survey made April 3, 1968, by Campbell and Clarkson, Engineers. This lease is subject to easements to the City of Greenville for sanitary sewer as well as surface water.

TO HAVE AND TO HOLD, All and singular the property hereinabove described (hereinafter referred to as the "Demised Premises") unto the Lessee on a month to month basis for a term of six (6) months, commencing on the 16th day of April, 1984, and terminating at 12:00 Midnight on September 30, 1984. It is agreed that either Lessor or Lessee may terminate this lease as of the last day of any month within this six (6) month period by giving the other party at least thirty (30) days' written notice.

During the term of this lease, monthly rental of the Demised Premises shall be Eight Hundred Seventy-Five and No/100 (\$875.00) Dollars, payable in advance on or before the 10th day of each month during the term of this lease and any extensions thereof.

IT IS MUTUALLY COVENANTED AND AGREED That this Lease Agreement is made upon the following terms, covenants, conditions and agreements:

1) USE OF PREMISES. Lessee agrees to use the Demised Premises for no purpose which does not fully and completely comply with all laws, ordinances and regulations of every lawful authority having jurisdiction.

It is covenanted and agreed that the Lessee shall:

1) Remain the owner of all chattels, fixtures, equipment, buildings and improvements placed upon said premises and shall be permitted to remove the same within thirty (30) days after termination of the term of this lease and any extension thereof, otherwise the same shall become the property of the Lessors.

2) Pay all taxes and insurance on the land and buildings. Furnish to Lessor a copy of liability insurance policy 15 days prior to effective date. The taxes shall be prorated for the term of this lease to include any extension.

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