

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated October 01, 2022, by and between Fannie Mae Gatson/ Terrance Gatson ("Landlord"), and Lamont Gatson & Jennifer Reed ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant Three bedroom, two bath Fleet mobile home, model Eagle 1989 Gray & White in color VIN ID: GAFLK35A&B01591ET, Title# 19983216 A, 137 Amanda Circle, Springfield, SC 29146NOTE: THE TENANT(S) WOULD HAVE TO PURCHASE AN INSURANCE POLICY TO COVER PERSONAL ITEMS LOST AND/OR INJURY. ***LEASE PAYMENT WILL INCLUDE PAYMENTS FOR UTILITIES (WATER, SEWER & ELECTRIC) WHICH COMES TO A TOTAL OF \$570.00. IF THE WATER & SEWER ARE MORE THAN \$38.80 AND ELECTRIC IS MORE THAN \$172.00 EACH MONTH THE TENANT WILL PAID THE DIFFERENCE*** THE PAYMENTS WILL BE MADE THROUGH A BANK DRAFT THAT IS SETUP BY THE TENANT THROUGH THEIR CHECKING ACCOUNT.(PERIODICALLY, THERE WILL BE AN INSPECTION OF THE MOBILE HOME FOR CLEANINESS) IF THE MOBILE HOME IS NOT CLEAN SATISFACTORY THERE WILL BE A CHARGE OF \$100 PER INCIDENT. (the "Premises") located at 137 Amanda Circle, Springfield, South Carolina 29146.

LEGAL DESCRIPTION. The legal description for the premises is: Three bedroom, two bath Fleet mobile home, model Eagle 1989 Gray & White in color VIN ID: GAFLK35A&B01591ET, Title# 19983216 ADescription:13749\23\40\1989\\GREY/WHITEMap Number:00121308016001.

TERM. The lease term will begin on October 01, 2022 and will terminate on October 31, 2022.

LEASE PAYMENTS. Tenant shall pay to Landlord lease payments of \$570.00, payable in advance on the first day of each month, for a total lease payment of \$570.00. Lease payments shall be made to Landlord at P. O. Box 1174, CIBOLO, TX, 78108 which may be changed from time to time by Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

OCCUPANTS. No more than 3 person(s) may reside on the Premises unless the prior written

consent of the Landlord is obtained.

PETS. No pets shall be allowed on the Premises.

PARKING. Tenant shall be entitled to use 1 parking space(s) for the parking of motor vehicle(s).

PROPERTY INSURANCE. Tenant shall maintain casualty insurance on the Premises in an amount equal to 100 % of the full replacement value. Landlord shall be named as an insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

KEYS. Tenant will be given 1 key(s) to the Premises and 0 mailbox key(s). If all keys are not returned to Landlord following termination of the Lease, Tenant shall be charged \$50.00.

LOCKOUT. If Tenant becomes locked out of the Premises, Tenant will be charged \$50.00 to regain entry.

MAINTENANCE. Landlord shall have the responsibility to maintain the Premises in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability except that Tenant will be responsible for: Lawn to be cut bi-weekly, cleaning of the inside of the premise and maintaining any appliances and devices purchased for the premise.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES. Landlord shall pay all personal taxes and any other charges which may be levied against the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 7 days' written notice to Tenant that the Premises have been sold.

HABITABILITY. Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and

acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. For any payment that is not paid within 5 days after its due date, Tenant shall pay a late fee of \$50.00.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to 150 % of the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Lease.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$50.00 for each check that is returned to Landlord for lack of sufficient funds.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the

danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD:

Fannie Mae Gatson/ Terrance Gatson
P. O. Box 1174
CIBOLO, TX 78108

TENANT:

Lamont Gatson & Jennifer Reed
137 Amanda Circle
Springfield, SC 29146

Such addresses may be changed from time to time by either party by providing notice as set forth above.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of South Carolina.

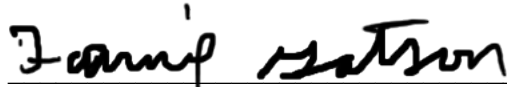
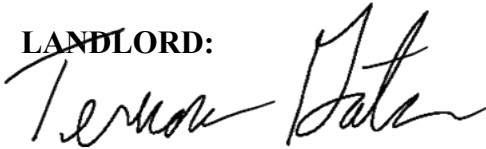
ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:

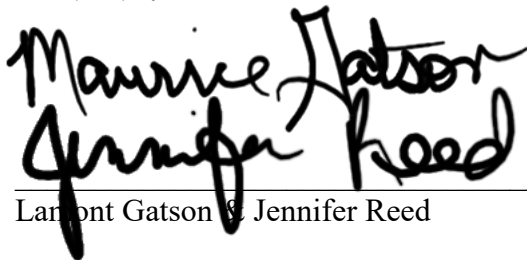


Fannie Mae Gatson/ Terrance Gatson

10/1/2022

DATE

TENANT:



Lamont Gatson & Jennifer Reed

10/1/2022

DATE

**RESIDENTIAL LEASE
INSPECTION CHECKLIST**

Tenant has inspected the Premises and states that the Premises are in satisfactory condition, free of defects, except as noted below:

SATISFACTORY	COMMENTS
Bathrooms _____	<u>Master bath missing tub</u>
Carpeting _____	<u>Carpet needs cleaning</u>
Ceilings _____	<u>Ceilings needs cleaning</u>
Closets _____	<u>Closets needs cleaning</u>
Dishwasher <u>N/A</u>	_____
Disposal <u>N/A</u>	_____
Doors _____	<u>Front and back doors needs repairs, no windows</u>
Fireplace <u>N/A</u>	_____
Lights <u>YES</u>	_____
Locks <u>YES</u>	_____
Refrigerator <u>YES</u>	_____
Screens <u>YES</u>	_____
Stove <u>YES</u>	_____
Walls _____	<u>Walls needs cleaning</u>
Windows <u>N/A</u>	_____
Window coverings <u>N/A</u>	_____
Water Heater <u>YES</u>	<u>Made repairs to pipe 7/16/2022</u>
Kitchen Faucet <u>YES</u>	_____
Floors <u>YES</u>	<u>Repaired 12/9/2021</u>
AC Unit <u>YES</u>	<u>Installed Window AC Unit 5/3/2022</u>

10/1/2022

Date

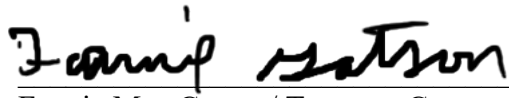
Tenant:

Maurice Gatson
 Lamont Gatson & Jennifer Reed
Jennifer Reed

10/1/2022

DATE

Acknowledged by Landlord:



Fannie Mae Gatson/ Terrance Gatson

10/1/2022

DATE

