

AUG 13 10 11 AM 1965



BOOK 631 PAGE 539

THIS **AGREEMENT AND LEASE**, made and entered into this 28th day of April in the year one thousand nine hundred and Fifty-nine by and between **McCorkle Oil Company, Inc.** a South Carolina Corporation of Greenville, S. C. hereinafter called "LESSOR", and **THE AMERICAN OIL COMPANY**, a corporation duly organized under the laws of the State of Maryland, hereinafter called "LESSEE";

WITNESSETH:

1. That LESSOR has leased, let, demised and by these presents does lease, let and demise unto LESSEE, its successors, sublessees and assigns, the property situate in the County of Greenville, State of South Carolina

and more particularly described, as follows:

WNT

BEGINNING at an iron pin in the Southern right-of-way line of S. C. Highway No. 291, the Northwest Corner of property of Wm. R. Timmons, Jr. and W. T. Patrick as shown on Plat Showing A Portion Of The Harold Johnson Property, Greenville County, S. C., made September, 1958 by R. K. Cambell, Registered Land Surveyor, and running thence South 87 Deg. 50 min. East a distance of three hundred eighteen and two tenths (318.2) feet to an iron pin; thence South 10 Deg. 00 Min. West a distance of seventy-one and three tenths (71.3) feet to an iron pin in the Northern right-of-way line of the Piedmont and Northern Railway Co.; thence South 61 Deg. 50 Min. West along said right-of-way line of Piedmont and Northern Railway Co., a distance of four hundred forty-seven and eight tenths (447.8) feet to an iron pin; thence North 23 Deg. 54 min. West a distance of eighty-three (83.0) feet to a point; thence North 61 Deg. 50 Min. East a distance of one hundred forty (140.0) feet to a point; thence North 19 Deg. 39 Min. West a distance of one hundred forty (140.0) feet to a point in the Southern right-of-way line of S. C. Highway No. 291; thence North 66 Deg. 06 Min. East, along said right-of-way line of S. C. Highway No. 291 a distance of fifty (50.0) feet to the point of BEGINNING, and being a portion of the property conveyed by Henry K. Townes, et al to Harold Johnson by Deed dated Dec. 1, 1943 and recorded in Deed Book 259, Page 241 in the Office of the Register of Mesne Conveyance for Greenville County, S. C.

(as shown outlined in red on the plat attached hereto and made a part hereof).

TOGETHER WITH all buildings, improvements and equipment thereon or in connection therewith; and together with all rights, alleys, rights-of-way, easements, appurtenances thereunto belonging or in anywise appertaining; and together with all LESSOR'S right, title and interest in and to all sidewalks, pavements, curbs, alleys, streets and highways, abutting the demised premises or thereunto belonging.

WNT

2. TO HOLD the aforesaid premises unto LESSEE, its successors, sublessees and assigns, for the term of Ten (10) Years beginning on the 1st day of September 1959, and ending on the 31st day of August, 1969, hereinafter called "the original term."

WNT

3. LESSEE shall pay the following rent to LESSOR on the following terms and conditions:

WNT

The sum of Two Hundred Dollars (\$200.00) per month, payable on the first day of each month, in advance,

It being agreed, however, that said rent shall not commence nor shall it accrue until such time as LESSOR shall have erected and finally completed a gasoline service station on the demised premises, as hereinafter provided, and LESSEE shall have accepted actual possession thereof, by written notice to LESSOR.

WNT

4. LESSEE shall have the following options to renew and extend this lease at the rent hereinafter mentioned, viz.:

WNT

(a) An option to renew and extend this lease for a further term of five (5) years next succeeding the term of this lease, at a rent during such renewal term of the same rental as stipulated for the original term hereof.

WNT

(b) A further option to renew and extend this lease for a further term of five (5) years next succeeding the expiration of the first renewal period above mentioned, at a rent during such second renewal term of the same rental as stipulated for the original term hereof.

WNT

(c) A further option to renew and extend this lease for a further term of five (5) years next succeeding the expiration of the second renewal period above mentioned, at a rent during such third renewal term of the same rental as stipulated for the original term hereof.

(Continued on Next Page)

For Assignment of Rent to the American Oil Co. see Deed Book 640 Page 423
 For Cancellation of this lease see Chattel Mortgage Book 551 Page 464
 Recorded June 14, 1965 at 2:29 P.M. # 34923

SATISFIED AND CANCELLED OF RECORD

14 DAY OF June 1965

Olle Gannworth

C. M. C. FOR GREENVILLE COUNTY, S. C.

AT 2:29 O'CLOCK P.M. NO. 34923