	Vol. 137.			Vol. 137. Form 1. Bitell, trans a contribut ca., cantilities, n. c. 51529	3,	
	AGREEMENT dated the 24th day of April 19.30 by and between Marion P. Leach. Greenville, South Carolina. and THE TEXAS COMPANY (Lessee): (1)—Premises Leased. Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the City of Greenville County of Greenville State of South Carolina described as follows: Know as 228 Pendleton Street, beginning at a point on Pendleton Street 100 feet South of Southern Railway track, running thence Southwardly along Pendleton Street 100 feet thence Westwardly 50 feet, thence Northwardly 100 feet, thence Fastwardly 50 feet to point of beginning; bounded on the North, South and West by property of Marion E. Leach, Fast by Pendleton Street.			AGREEMENT dated the 10th day of Mrs. M. V. Capell, and THE TEXAS COMPANY (Lessee): (1)—Premises Leased Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the City of Greenville State of South Carolina described as follows: Beginning at a point 1.18 miles from the City limits of West Greenville, S. C. and running West along the South side of State Highway #2, 100 feet to a point, thence south 100 feet to a point, thence east 100 feet to a point, thence North 100 feet to the point of beginning. Property bound on the North by State Highway # 2, and on the South & East & West by property of Mrs. M. V. Capell.		,
-	(2)—Term. TO HAVE AND TO HOLD for the term of Five years from and after the			(2)—Term. TO HAVE AND TO HOLD for the term of		
	C)—first day of year or any subsequent year upon thirty (30) days' written notice from lessee to lessor. provided however that the lessee, at its option, may terminate this agreement any time upon ten (10) days prior written notice in event of the cancellation or termination in any manner of that certain commission agency agreement between the parties hereto dated April 24, 1930, or any agreement supplementary thereto or in lieu thereof. (3)—Rental Lessee agrees to pay the following rent for said premises: A sum equal to one cent (1 cent) for each gallong of Lessee's gasoline sold from said premises each month during the term hereof, payable monthly on the 10th day of each month next following the month for which payment is made.	The second secon		rirst day of June Nineteen Hundred TXXXX thirty (192.30) but subject to termination by lessee at the end of the first year or any subsequent year upon thirty (30) days' written notice from lessee to lessor. provided however that the lessee, at its option, may terminate this agreement any time upon ten (10) days prior written notice in event of the cancellation or termination in any manner of that certain commission agency agreement between the parties hereto dated May 10, 1930, or any agreement supplementary thereto or in lieu thereof. (3)—Rental Lessee agrees to pay the following rent for said premises: A sum equal to one-cent (1 cent) for each gallon of lessee's gasoline sold from said premises each month during the term hereof, payable monthly on the 10th day of each month next following the month for which payment is made.		
	and agrees that, if any installment thereof shall be due and unpaid for ten (10) days after written notice of such default has been delivered to the Sales Manager of lessee at Houston, Texas, lessor shall then have the right to terminate this lease on thirty (30) days' notice to lessee. (4)—Maintenance. Lessor agrees to maintain said premises and improvements in good repair during the term of this lease. In the event of his failure to do so, lessee may, at its election either terminate the lease on thirty (30) days' notice to lessor, or make the necessary repairs, at the expense of lessor, and have the right to apply accruing rentals for the purpose of reimbursing itself. If, during the time the premises are undergoing repairs, the use thereof by lessee is materially interfered with, the rent accruing during such period shall be abated. (5)—Removal of Property. Lessee shall have the right at any time during the continuance of this lease or within thirty (30) days after its termination to sever and remove all fixtures, equipment and other property of lessee placed on or in said premises by lessee during the term of this or any previous lease, or any extension or renewal thereof. (6)—Lessee's Right of Termination. Should the structure on said premises be destroyed by fire or storm, or should lessee for any reason be prevented from establishing or continuing the business of distributing petroleum products ou said premises, or should said business for any reason be prevented from enduly burdensome, lessee may terminate this lease upon giving ninety (90) days' written notice, in which event the rental obligation shall be prorated to the date of such termination. (7)—Damages for Defect in Title. Lessor covenants that he is well seized of said premises, has good right to lease the same, and warrants and agrees to defend the title thereto; and to reimburse and hold lessee harmless from all damages and expenses which lessee may suffer by reason of any restriction, encumbrance of effect in such title. (8)—Taxes and		The state of the s	and agrees that, if any installment thereof shall be due and unpaid for ten (10) days after written notice of such default has been delivered to the Sales Manager of lessee at Houston, Texas, lessor shall then have the right to terminate this lease on thirty (30) days' notice to lessee. (4)—Maintenance. Lessor agrees to maintain said premises and improvements in good repair during the term of this lease. Interest the provided of the provided of the provided		e processor
NON	IN WITNESS WHEREOF lessor and lessee have hereunto subscribed their names the day and year first above written. Witness: S. L. Styles			IN WITNESS WHEREOF lessor and lessee have hereunto subscribed their names the day and year first above written. Witness: S. L. Styles, Witness: R. L. Harris Mrs. M. V. Capell THE TEXAS COMPANY (Lessee) By J. S. Jones. (Acknowledgment by Lessor) STATE OF SOUTH CAROLINA, County of Greenville. Personally appeared before me. S. L. Styles, and made oath that he saw the within named. Mrs. M.V. Capell, sign, scal and as her at and deed, deliver the within written. R. L. Harris. and sign, scal and as her at an deed, deliver the within written. With. When the before me this day of writing by the Sales Manager or Assistant Sales Manager by signature Approach to Terms. J. S. Jones Description. Approach to Terms. J. S. Jones Description. This agreement not binding on THE TEXAS COMPANY unless and until approved in writing by its Sales Manager or Assistant Sales Manager by signature Approach. Approach to Terms. J. S. Jones Description.		

END OF Document

END OF DOC