

LEASE

AGREEMENT dated the 4th day of August 1930, by and between Miss Lydia Sullivan and Mr. Marshall Sullivan... THE TEXAS COMPANY (Lessor) a corporation of Delaware, having a place of business at Houston, Texas...

Beginning at an iron pin 20 feet north of the intersection of Augusta and Cantrill Roads and running north along the West side of Augusta Road 100 feet to a point, thence west 100 feet to a point, thence south 100 feet to a point, thence east 100 feet to the point of beginning. Property bounded on the north, west and south by property of Lydia and Marshall Sullivan and bounded on the east by the Augusta Road.

(2)-Term. TO HAVE AND TO HOLD for the term of Three years from and after the 1st day of October Nineteen Hundred and Thirty (1930) 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 at any time upon thirty (30) days' written notice in the event of the cancellation or termination in any manner of that certain Commission agency agreement between the State of S.C. and Miss Lydia Sullivan hereto dated Oct. 1, 1930 or any agreement supplementary thereto or in lieu thereof.

(3)-Rental. Lessee agrees to pay the following rent for said premises: A. Rent equal to one cent (1c) 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 on said premises, or should said business for any reason in lessee's judgment become unduly 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 or defect in such title.

(8)-Taxes and Encumbrances. Lessor agrees to pay all taxes, assessments and obligations which are or may become a lien on the demised premises and improvements as they become due. If lessor should fail to do so, lessee shall have the right either to make such payment for the account of lessor, in which event it shall be subrogated to all the rights of the holder of such lien, and in addition thereto shall have the right to apply accruing rentals in satisfaction of such obligations; or lessee, in the event of a foreclosure of any such lien and the sale of said demised premises and improvements, shall have the right to buy in said premises and improvements for its own account.

(9)-Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors or assigns.

IN WITNESS WHEREOF lessor and lessee have hereunto subscribed their names the day and year first above written. Witness: S. S. Styles, Marshall Sullivan (Seal), Lydia C. Sullivan (Seal), THE TEXAS COMPANY (Lessor). Attest: R. A. Harris, W. E. Beach.

STATE OF SOUTH CAROLINA, County of Greenville. Personally appeared before me S. S. Styles and made oath that he saw the within named Miss Lydia Sullivan and Marshall Sullivan sign, seal and as they act and deed, deliver the within written instrument, and that he with R. A. Harris witnessed the execution thereof.

Sworn to before me this 4th day of August, A. D. 1930. W. A. Jones, Notary Public for South Carolina. My Comm. expires on 1st of January, 1931. Description: Form 1. This agreement not binding on THE TEXAS COMPANY unless and until approved in writing by its Sales Manager or Assistant Sales Manager by signature below.

Recorded Oct. 31st 1930, at 8:30 o'clock A.M.

END OF DOC.

LEASE

AGREEMENT dated the 8th day of September 1930, by and between J. A. Seague and THE TEXAS COMPANY (Lessor) a corporation of Delaware, having a place of business at Houston, Texas...

Beginning at an iron pin ten feet south of the Thawlers Rest, S. C. Post. office and running south, along the east side of Marietta Road, 75 feet to a point, thence east 75 feet to a point, thence north 75 feet to a point, thence west 75 feet to the point of beginning. Property bounded on the south and east by property of J. A. Seague, on the north by the J. E. Withers Estate, and which is located on the Thawlers Rest, S. C. Post. office, and on the west by the Marietta Road.

(2)-Term. TO HAVE AND TO HOLD for the term of One year from and after the 1st day of August Nineteen Hundred and Thirty (1930) 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 at any time upon ten (10) days' prior written notice in the event of the cancellation or termination in any manner of that certain Commission agency agreement between the parties hereto dated Aug. 20, 1930 or any agreement supplementary thereto or in lieu thereof.

(3)-Rental. Lessee agrees to pay the following rent for said premises: A. Rent equal to one cent (1c) for each gallon of lessee's gasoline sold from said premises each month during the term hereof. Payable 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 on said premises, or should said business for any reason in lessee's judgment become unduly 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 or defect in such title.

(8)-Taxes and Encumbrances. Lessor agrees to pay all taxes, assessments and obligations which are or may become a lien on the demised premises and improvements as they become due. If lessor should fail to do so, lessee shall have the right either to make such payment for the account of lessor, in which event it shall be subrogated to all the rights of the holder of such lien, and in addition thereto shall have the right to apply accruing rentals in satisfaction of such obligations; or lessee, in the event of a foreclosure of any such lien and the sale of said demised premises and improvements, shall have the right to buy in said premises and improvements for its own account.

(9)-Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors or assigns.

IN WITNESS WHEREOF lessor and lessee have hereunto subscribed their names the day and year first above written. Witness: S. S. Styles, J. A. Seague (Seal), THE TEXAS COMPANY (Lessor). Attest: R. A. Harris, W. E. Beach.

STATE OF SOUTH CAROLINA, County of Greenville. Personally appeared before me S. S. Styles and made oath that he saw the within named J. A. Seague sign, seal and as they act and deed, deliver the within written instrument, and that he with R. A. Harris witnessed the execution thereof.

Sworn to before me this 8th day of Sept. A. D. 1930. S. S. Styles, Notary Public for South Carolina. My Comm. expires on 1st of January, 1931. Description: Form 1. This agreement not binding on THE TEXAS COMPANY unless and until approved in writing by its Sales Manager or Assistant Sales Manager by signature below.

Recorded Oct. 31 1930, at 8:30 o'clock A.M.

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