| 88 | Vol. 137. | Vol. 137. |
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| | LEASE | DALLES, Trans & converts, Co., CHALLESTON, E. C. \$3529 |
| | AGREEMENT dated the 11th J. D. Hood, Greenville, B.C. March J. D. Hood, Greenville, B.C. B.C. B. C. B. B. C. B. | LEASE AGREEMENT dated the 25th day of Pobruary 10.32 by and between P. A. Aberorombie, Piedmont, S. C. R. F. D. #3 |
| | and THE TENAS COMPANY (Lessee): a corporation of Delaware, having a place of business at Houston, (1)—Premises Leased. Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the City of Greenville, R.F.D. County of Greenville State of S. C. , described as follows: | and THE TEXAS COMPANY (Lessee): a corporation of Delaware, having a place of business at Houston, Texas. |
| | County of Greenville , State of S. C. , described as follows: | (1)—Premises Leased. Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the City of Pledmont, R. P. D. #5 County of Greenville State of S. C. , described as follows: |
| | Beginning on the Southeast corner at the intersection of White Street and Easley | Beginning at the southeast intersection of the Augusta Road and a cross Country Road, |
| i | Road, State Highway #2, and running East, along the south side of Easley Road, 84 feet to a point, thence South 75 feet to a point, thence west 50 feet to a point, thence in | leading to the Georgia Road, and running South, along the east side of the Augusta Road, 75 feet to a point, thence East 75 feet to a point, thence |
| | must repeat to the noint of beginning. | west, running along the south side of the cross Country Road, 75 feet to the point of beginning. |
| | Bounded on the North by Easley Road, State Highway #2; on the Bast by Bund Fower Co., | Bounded on the South and East by property of F. L. Rogers, on the North by the Cross |
| | on the South by property of J. D. Hood and on the West by White Street. | Country Road and on the West by the Augusta Road. |
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| | | T. T. Co. File No. 20073 |
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| | (2)—Term. TO RAVE AND TO HOLD for the term of Three years from and after the | (2)—Term. TO HAVE AND TO HOLD for the term of |
| D come t | (2)—Term. TO HAVE AND TO HOLD for the term of | 25th day of Pebruary Nineteen Hundred *** Example 11 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 days prior |
| prior | or written notice in the event of the cancellation or termination in any manner of that | written notice in event of the cancellation or termination in any manner of that certain commission agangs agreement between The Texas Co. and F. A. Abercrombia dated February 25, 1932 |
| corts or an | ain commission agency agreement between The Texas Co. and J. O. Hood dated Mar. 11, 1932. my agreement supplementary thereto or in lieu thereof, either with the aforesaid J. O. or any other commission agent the Lessee might appoint. (3)—Rental. Lessee agrees to pay the following rent for said premises: | or any agreement supplementary thereto or in lieu thereof, either with the aforesaid F. A. Abercrombie or any other comission agent the Lessee might appoint. |
| 1000 | | (3)—Rental. Lessee agrees to pay the following rent for said premises: A sum equal to one-cent (lf) for each gailon of lessee's gasoline sold from said |
| лифи | A sum equal to one-cont (le) for each gailon of Lessee's gasoline sold from said mises each month during the term hereof, payable on the 10th day of each month next follow- | premises each month during the term here of, payable on the 10th day of each month next |
| ing | the month for which payment is made. | following the month for which payment is made. |
| | T. T. Co. File No. 20149. | |
| i | 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. (and to go and and an analysis of this lease. In the event of his failure to do an analysis of lessee may, at its election either terminate the lease on thirty (30) days' notice to lessee, or make the recessary receiver at the event of his failure to do an analysis of lessee may, at its election either terminate the lease on thirty (30) days' notice to lessee. | 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. (and to point some as and unfailed.) (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 in order. |
| | 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 | 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 sent securing during reach corrected shall be about a |
| s c | (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 catension 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 represented from | (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 removal 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 |
| u u | (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 (20) days' written notice, in which event the rental obligation shall be prorated to the date | 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 terminate of |
| fe o | (7)—Damages for Defect in Title. Lessor covenants that he is well selzed 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 defect in such title. (8)—Taxes and Encumbrances. Lessor argues to pay all taxes argues and expenses which lessee may suffer by reason of any restriction, encumbrance of the payon | (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. |
| ir it | (8)—Taxes and Encumbrances. Lessor argees 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. | (8)—Taxes and Encumbrances. Lessor argees 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 bligandions; or lessee, in the event of a forcelosure of any such lien and the sale of said demised premises and improvements, shall have the right to buy in said premises |
| I . | 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. | 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. |
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| | | S. C. Stamps \$0.08 |
| 1 1 | IN WITNESS WHEREOF lessor and lessee have hereunto subscribed their names the day and year first above written. Witness: R. L. Harris, | IN WITNESS WHEREOF lessor and lessee have hereunto subscribed their names the day and year first above written. |
| | Witness: J. C. Hood. J. D. Hood. (SRAL) | Witness: R. L. Habris, Witness: F. L. Rogers, THE TEXAS COMPANY (Lesser) |
| | Attest: X By R. B. Dattmar, M. (Lessor) | Attest: X By E. E. Dathner, M |
| s | (Acknowledgment by Lessor) S. C. Stamps \$0.24 | (Acknowledgment by Lessor) |
| | County of Greenville. Personally appeared before me | STATE OF SOUTH CAROLINA, County of Greenville. |
| an | and made oath that he say the within named J. D. Hood, | County of Greenville. Personally appeared before me. R. L. Harris, (witness) F. A. Abergrombie, and made oath thathe saw the within named. F. A. Abergrombie, his |
| ,,,, | her he with J. O. Hood, witnessed the execution thereof. | that he with F. L. Rogers (Fitness) witnessed the execution thereof. |
| /z | March Ap 102 32 | Sworn to before me this 25th day of February A. D., 19252. |
| Pleasare | P. M. Gifford, Notary Public for South Carolina. Or the state at Large, My commission expires at the approved as 160 yearner. C. B. Barrett Description. C. B. Barrett Form B. R. Dowdy. This agreement not binding on THE TEXAS COMPANY unless and until approved in writing by its Sales Manager or Assistant Sales Manager by signature | F. M. Gifford, (L. S.) R. L. Harris. Notary Public for South Carolina. My Commission expires at the pleasure of the Governor. T. R. Burton. T. R. Burton. Form. R. R. Dowley. |
| be | | Approved as to: Terms I. B. Burton, Description I. B. Burton Descriptio |
| | Approved: | Approved: |
| | Recorded May 31st 1932, at 8:00 o'clock At M. | Recorded 19232, at 8:00 o'clock M. |
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