

TITLE TO REAL ESTATE

17329 PROCEEDS-JARLAND CO.-GREENVILLE

STATE OF SOUTH CAROLINA.

COUNTY OF GREENVILLE.

THIS LEASE, made this the 2nd day of March, A. D. 1938, by and between Mrs. Margaret H. Campbell, party of the first part, hereinafter, for convenience, called "Lessor", and Anderson Petroleum Company, a corporation of the State aforesaid, party of the second part, hereinafter for convenience, called "Lessee"

WITNESSETH: said Lessor does hereby demise and lease unto said Lessee all that lot, piece, or parcel of land situate in the County of Greenville, State of South Carolina, as follows:-

On Highway No. 25, about 10 miles South of Greenville, S. C., and on the east side of said highway now being used as a store and filling station, including the driveway and other area being used in connection with said store and station. This is a part of the tract of land conveyed to the lessor by H. T. Campbell about 4 years ago.

Together with the buildings and improvements thereupon made, erected or being made.

To Hold the premises hereby demised unto the Lessee for the term of 5 years, beginning on the 15th day of July, 1938 and ending on the 14th day of July, 1943, the said Lessee, paying therefor the monthly rent of \$30.00 said rent to be paid monthly, and the sum of \$157.50, the receipt of which is hereby acknowledged.

And the said Lessor does hereby covenant with the said Lessee that the said Lessee shall have and hold the herein demised premises with free and undisturbed access to and egress from the same, to it, the said Lessee, for the said period of 5 years, upon compliance with the conditions of this indenture, on its part to be performed, for the sale and distribution of petroleum products and other commodities, stored, sold and distributed by the said Lessee and connected businesses for which purposes it is hereby agreed by and between the parties hereto that the said Lessee is to have the use and control of the property, and that upon the expiration of this agreement, the said Lessee shall have the right to remove from the premises hereby leased all and every the property of the said Lessee which it may own or place thereon, whether annexed to the freehold or not.

The said Lessor agrees that the said Lessee shall enjoy said premises during said term, free from all adverse claims. And the said Lessee agrees to make no unlawful or offensive use of the premises, to pay all taxes on improvements it may own or erect, to keep the premises in good repair and deliver up the same at the end of the term, or sooner lawful termination of this lease, in as good order and condition as they now are, ordinary wear and tear, fire and other unavoidable accidents excepted, and that it will not assign said lease without leave. If said Lessee shall neglect to perform any of the covenants or conditions herein on its part, for the period of thirty days, said Lessor may enter upon the said premises and expel the said Lessee therefrom, this right or privilege, however not to be in lieu of other remedies but to be cumulative to any other remedies open to the Lessor under the law provided, that before the Lessor shall have the right to resort to any remedy that she may have, she shall give the Lessee ten days written notice to comply with the provisions of this lease and the Lessee shall fail to so comply within the said ten days period. Notice to quit possession and every other formality is hereby expressly waived in case of failure to comply with the said ten days notice.

And it is further understood and agreed that if and in the event the duly authorized authorities of the said county of Greenville or State of S. C. shall pass an ordinance or issue an order which shall in the judgment of the Lessee necessitate the removal of the tanks or other appliances owned or placed on the demised and leased property by the said Lessee, or of any property on the demised and leased premises used by the said Lessee in the conduct of its business, as shall in its judgment necessitate the discontinuance of its business on the property hereby demised and leased, then and in either of such events, this lease shall, at the option of the said Lessee, become and be null and void, and all obligations to pay the rental hereunder shall cease and determine, where upon the said Lessee shall have the said privilege of removal of his property on the demised premises as is hereinbefore provided in case of the expiration of this agreement.

It is further agreed that if the premises are rendered untenable by fire or other casualty, the obligation to pay rent hereunder shall cease until the premises are restored, and Lessor is able to re-enter and use said premises, and shall not be liable to pay rent for such intervening period.

It is further agreed that the Lessor shall not place any operator in this station or sublet the same to anyone not acceptable to the Lessee.

For the faithful performance of the conditions of this lease, the parties bind themselves, their heirs, executors, successors and assigns.