

its Assistant Secretary, affix the corporate seal of said Company, thereto and attest the same, and that he, with H. Ernest Owen, in the presence of each other, witnessed the due execution thereof.

Subscribed and sworn to before me this 30th day of January, 1940.

H. Ernest Owen.

H. Ernest Owen, Notary Public in and for the City of Richmond, in the State of Virginia, with notarial seal affixed, whose commission expires on the 17th day of April, 1943.



W. S. Harris (SEAL)  
W. S. Harris

S. C. Stamps \$5.00  
U. S. Stamps \$2.50

For True Consideration See Affidavit  
Book 4, Page 5

Recorded February 2, 1940 at 10:52 A. M. #1424 BY: E.G.

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SS 126 --6-1-36 BP- 1104

LEASE

Agreement, made this 16th day of December, in the year 1939, by and between P. F. Cureton hereinafter called Lessor and Standard Oil Co. of New Jersey, a Delaware corporation hereinafter called Lessee.

WITNESSETH: Lessor does hereby demise and lease unto Lessee, and Lessee agrees to take all that lot, piece or parcel of land situate in the Town of Greenville, County of Greenville, State of S. C. described as follows: That is to say, One lot of land situated in the above county and state beginning at a point on the south side of South Main St. at the corner of Gulf Oil Corp. property, thence running parallel with Standard Oil Co. of N. J. property in a southeasterly direction 120.3 ft. to an iron pin; thence south 49 degrees 08 minutes east 50 ft. to an iron pin; thence south 45 degrees 20 minutes west 60 ft. to an iron pin; thence south 42 degrees 56 minutes East 135.7 ft. to an iron pin; thence north 26 degrees 42 minutes east 100 ft. to an iron pin; thence north 10 degrees 28 minutes west 115 ft. to an iron pin; thence South 76 degrees 06 minutes west 80.1 ft. parallel with Gulf Oil Corp. property line to an iron pin; thence north 5 degrees 58 minutes west 106 ft. parallel with property line of Gulf Oil Corporation to point of beginning, together with the buildings, improvements and equipment thereon or connected therewith, all of which are listed in the Schedule "A" hereto attached.

TO HOLD the premises hereby demised unto Lessee for the period of Fifteen and one-half months, beginning on the 1st day of January, 1940, and ending on the 15th day of April, 1941, Lessee paying therefor the following rent:

An annual rent of Three Hundred Dollars (\$300.00) in equal monthly installments of Twenty-Five Dollars (\$25.00) on the first day of each month in advance.

The above letting is on the following terms, conditions and covenants, to-wit:

1. Lessee shall pay the specified rent at the times and in the manner provided.  
2. Lessor agrees to pay all taxes and assessments, now or hereafter levied against said premises. Should Lessor fail to pay any such taxes or assessments, when due and payable, Lessee shall have the right to pay the same, and may withhold from any rentals payable hereunder as they accrue such amounts as may be necessary to fully reimburse Lessee.

3. Lessee may move, remove, change or alter any building, structure, tanks, curbing, pavement or driveways now on said premises and may construct, build, and place upon said premises such buildings, structures, equipment and machinery as shall in its opinion be necessary to use and operate said premises, and may perform any and all acts necessary to the conduct of its business.

4. Upon the expiration or termination of this lease for any cause Lessee is to return the property herein described to Lessor and Lessee shall restore said premises to the condition existing on the date hereof, ordinary wear and tear excepted, provided, however, Lessee shall not be required to replace or relocate any buildings, structures, tanks or machinery removed or relocated with the express consent of Lessor. Lessee shall have the right to remove from said premises all buildings, structures, pumps, tanks, machinery and equipment placed thereon by Lessee.

5. In case the premises in Lessee's opinion are rendered unfit for operation as a gasoline filling station by reason of fire, storm, explosion, or any other cause, no rental shall accrue or is to be paid from the beginning of such unfitness until the property is put in tenantable condition and the Lessee is above to and does occupy said premises for the purposes herein described. Should Lessor default in making any necessary repairs or restoration, Lessee may at its option either terminate this lease upon written notice or Lessee may have the necessary repairs done for the account of Lessor and Lessor shall pay Lessee upon demand, the expense

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NOTARIAL SEAL  
RECORDED AND INDEXED  
BY  
JAN 31 1940  
S. C. DEPT. OF REVENUE  
GREENVILLE