

TITLE TO REAL ESTATE

Gen--Gal--PK-2--BP--8228

(Land & S. S.)

1-2-40

LEASE TO COMPANY

AGREEMENT, made this 7th day of June, 1941, by and between Paul Browning of 106 James Street, Greenville, State of South Carolina, hereinafter called "Lessor", and Standard Oil Company of New Jersey, a Delaware Corporation, having an office at Columbia, South Carolina hereinafter called "Lessee".

WITNESSETH: That 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 or City of Greenville County of Greenville, State of South Carolina, more fully described as follows:

LOCATION

DESCRIPTION

All that piece or lot of land with the building situate thereon located on the west side of North Main Street in the City of Greenville, South Carolina, fronting 80 feet on said Street, with a depth in parallel lines of 180 feet, more or less, to a chain link fence which forms the western boundary of the leased premises. Said leased premises are bounded on the south by property of the J. H. Morgan Estate, et al, on the north by property of Adeline R. McMillin, and on the west by property of Paul Browning.

together with all rights of way, easements, driveways and pavement, curb and street front privileges thereunto belonging and together with all the buildings, improvements and equipment thereon or connected therewith, including the property listed under Schedule "A" hereto annexed.

PERIOD T-6-19 C-6-19

TO HOLD the premises hereby demised unto Lessee for five (5) years, beginning on the first day of November, 1943, and ending on the 31st day of October, 1948, on the following terms and conditions:

RENTAL

(1) Lessee shall pay the following rent:

An annual rent of Twenty-Four Hundred dollars (\$2400.00) in equal monthly installments of Two Hundred Dollars (\$200.00) payable on the first day of each month in advance.

(2) The Lessee herein shall have the option or privilege of renewing this lease for an additional term of five years beyond this term at a monthly rental of \$250.00, such option to be exercised by giving to Lessor sixty days notice before the expiration of said term of its intention to exercise said option, except, however, that this option shall be terminated in the event the Lessor should sell said leased premises at or prior to the expiration of the term herein granted or in the event the Lessor should at the end of said demised term decide to use the said premises for some business or purpose other than for an oil or gasoline service station.

TITLE.

(3) Lessor covenants that it is well seized of the demised premises, has good right to lease them and hereby warrants and agrees to defend the title thereto and to reimburse and hold Lessee harmless from any loss by reason of any defect in the title. Lessor agrees to notify Lessee immediately upon any default in payment of mortgage interest or principal, or in payment of taxes or other liens upon the premises and Lessee shall have the right to make such defaulted payments for the account of Lessor. Any sums so advanced by Lessee, including costs and attorney's fees incurred by Lessee in defending any suits and protecting its rights herein granted, shall bear interest at the rate of six per cent (6%) per annum, and the rent provided for herein may be applied to the payment of such sums and interest, or Lessee may require Lessor to pay any unpaid balance. Should the term of this lease or any renewal term provided for herein, expire before such sums with interest have been fully repaid to Lessee, Lessee may, at its option continue to occupy said premises on the terms and conditions herein provided until such sums with interest have been fully repaid.

PERMITS AND ORDINANCES

(4) Lessor represents that all necessary licenses, consents and permits have been obtained to permit the storage, handling, advertising and sale of motor fuels, lubricants, other petroleum products and automobile accessories and for any and all business usually conducted in connection with gasoline service stations, and that any and all such licenses, consents and permits required therefor which have been taken out are valid and now in force and effect. Lessor agrees to transfer to Lessee any and all such permits or licenses if such permits or licenses are transferable.

In case such necessary licenses, consents and permits to operate a drive-in gasoline service station upon such premises shall be hereafter revoked without fault of Lessee, or if the use of the premises herein demised for any purposes enumerated above shall be in any manner restricted or prohibited by reason of any law, ordinance, injunction, regulation or order of any properly constituted authority, then Lessee shall have the right at its option to terminate