



LEASE TO COMPANY

AGREEMENT made this 3rd day of Aug, 1954 by and between Mrs. Mary R. Willimon, his wife, of P. O. Box 1192 Street, Greenville, State of South Carolina, hereinafter called "Lessor", and ESSO STANDARD OIL COMPANY, 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

One lot of land situated in the above County and State, beginning at the intersection of US Highway #276 and SC Highway #291 on the north side of US Highway #276 and west side of SC Highway #291 and extending in a northerly direction 112 feet, parallel with SC Highway #291, thence in a westerly direction 65.8 feet, to property of Harry Garraux, thence in a southerly direction 152 feet parallel with property owned by Harry Garraux to US Highway #276, thence in a northeastern direction 73 feet 8 inches to point of beginning.

The above described property was purchased by Lessor from Hoke Smith and John Kellett.

Also other certain pieces or parcels of land beginning at a point on the northeasterly side of Laurens Road, which point is the joint front corner of Mary R. Willimon property and Harry Garraux property, and running thence along the common line of said property in a northeasterly direction 46 feet more or less; thence in a northwesterly direction, flush with the front of the building, located on said premises, 67.8 feet, more or less, to a point; thence in a southwesterly direction 37 feet, more or less, to a point on the northeasterly side of Laurens Road; thence along northeasterly side of Laurens Road 67.8 feet, more or less, to the point of beginning.

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

TO HOLD the premises hereby demised unto Lessee for Four (4) years and at noon the 1st day of August, 1954, and ending at the noon 1st day of May, 1959, on the following terms and conditions:

RENTAL

(1) Lessee shall pay the following rent: An amount equivalent to One Cent (1¢) for each gallon of gasoline and other motor fuels sold at the demised premises by Lessee until the sum of Six Hundred Dollars (\$600.00) has accrued to Lessor; thereafter One-half Cent (1/2¢) for each gallon of gasoline and other motor fuels sold at the demised premises until the sum of One Hundred Dollars (\$100.00) additional has accrued to Lessor; thereafter One-fourth Cent (1/4¢) for each gallon of gasoline and other motor fuels sold; provided that said rental shall in no event be less than One Hundred Fifty Dollars (\$150.00) for each successive monthly period hereof. All of said rental shall be applicable during each month or fraction thereof during the term hereof and said rental shall be payable on or before the 15th day of the month following the month in which the rental is earned. Lessee shall keep such records as will accurately show the number of gallons of gasoline and other motor fuels sold at the premises and will permit Lessor to inspect such records at any time and from time to time during business hours when Lessor desires so to do.

RENEWAL

(2) Lessee shall have the option of renewing this lease for None additional periods of one (1) year each, the first of such periods to begin on the expiration of the original term herein granted, and each successive period to begin on the expiration of the period then in effect, upon the same terms and conditions as herein set forth and all of said privileges of renewal shall be considered as having been exercised unless Lessee gives Lessor notice in writing at least thirty (30) days prior to the expiration of the period then in effect of its intention not to exercise such renewal privilege.

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 attorneys' 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.

TICKLER CARDS JACKET

AUG 5 1954

This lease is hereby satisfied and cancelled, dated May 1, 1955

Mary R. Willimon Esso Standard Oil Co.

J.R. Garrett Geo. E. Williams

By J.H. Hilton, Jr.

SATISFIED AND... OF... 6 DAY OF May 1955 Ollie... R. A. C. FOR GREENVILLE COUNTY, S. C.