



LEASE TO COMPANY

* AGREEMENT made this 18th day of August, 1954,
* by and between James A. Baldwin, and
* his wife, of
* Street, Mauldin,
* 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 Mauldin
* County of Greenville, State of South Carolina
more fully described as follows:

LOCATION

DESCRIP-
TION



All that certain piece, parcel or lot of land, with the buildings and improvements thereon, lying and being at the northeasterly corner of the intersection of US Hwy. No. 276 and Pelham Road, in or near the Village of Mauldin, S. C., in the County of Greenville, and being designated as a part of Lot No. 2 on the plat of the property of C. A. and Jessie M. Rice made by W. J. Riddle, June 15, 1939, recorded in the RMC Office for Greenville County, S. C., in plat Book "J", page 153, and having the following metes and bounds to-wit:
Beginning at an iron pin at the northeasterly corner of the intersection of US Highway No. 276 (designated erroneously on Riddle's Plat aforesaid as US Hwy. No. 2) and Pelham Road (formerly Conestee Road) and running thence with the northerly side of Pelham Road S. 88-20 E. 55.2 feet to a point; thence through Lot 2 N. 9-15 W 157.8 feet to a point on the line of lot No. 1; thence with the line of lot No. 1 S. 70-30 W. 97.6 feet to an iron pin on the easterly side of US Hwy. No. 276; thence along the easterly side of said highway S. 27-19 E. 139 feet to the point of beginning and being the same property conveyed to the mortgagor herein by deed of A. H. Whitaker, dated October, 1944, and recorded in the RMC Office for Greenville County, S. C., in Deed Book 268, page 414.

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 Five (5) years, beginning/on
* the 1st day of September, 1954, and ending on the 1st
* day of September, 1959, on the following terms and conditions:

RENTAL

(1) Lessee shall pay the following rent:



AUG

An amount equivalent to One Cent (1¢) for each gallon of gasoline and other motor fuels sold during the month or fraction thereof at said premises by Lessee or its sublessees or assigns, said rental to be payable on or before the 15th day of the month following the month in which the rental is earned; provided that said rental shall in no event be less than Fifty Seven Dollars (\$57.00) for each successive monthly period hereof. Lessee shall keep, or cause to be kept, such records as will accurately show the number of gallons of gasoline and other motor fuels sold at the demised 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

FOR

CARDS

JACKET

(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.

AUG 18 1954