

WYCHE, BURGESS & WYCHE



JUL 12 1956

GENERAL FILE CO. 100

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LEASE TO COMPANY

* AGREEMENT made this 12th day of July, 1956,
* by and between William B. Ducker and
* Irene D. Ducker, his wife, of
* Route #4, XXXXX, Taylors,
* 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

LOCATION

DESCRIPTION

* Greenville
City or Town Address (Highway, if Rural)
* Greenville South Carolina, (Township - Inside Town Outside Town)
County State

* more fully described as follows:

* situate and being at the Northeasterly corner of the intersection
* of Super Highway (U. S. Highway No. 29) and a 20-foot County Road,
* approximately 4.5 miles from Greenville, S. C.; and having the
* following metes and bounds, to-wit:

* BEGINNING At an iron pipe where the Northwestern right-of-way of
* Super Highway (U. S. Highway No. 29) intersects the Northeastern
* line of a 20-foot county road, and running thence along the
* Northeastern side of said county road, N. 12-28 W. 147.2 feet
* to a point; thence turning and running N. 40-40 E. 85.1 feet to
* a point; thence turning and running S. 50-02 E. 125.0 feet to a
* point on the Northwestern right-of-way of Super Highway (U. S.
* Highway No. 29); thence along said right-of-way S. 43-00 W. 175
* feet 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, and the service station building and facilities hereinafter referred to, including the property listed under Schedule "A" hereto annexed. at noon

PERIOD

* To hold the premises hereby demised unto Lessee for Fifteen (15) years, beginning/on
* the 1st day of November, 1956, and ending on the 1st
* day of November, 1971, on the following terms and conditions:

RENTAL

(1) Lessee shall pay the following rent:
* An annual rental of Three Thousand Dollars (\$3,000.00) in equal monthly
* installments of Two Hundred Fifty Dollars (\$250.00) payable on the first
* day of each month in advance commencing with the month following the
* completion of the station to be erected, and in addition shall pay an
* amount equivalent to One & one-fourth Cents (1 1/4) for each gallon of
* gasoline and other motor fuels sold in excess of One Hundred Twenty
* Thousand (120,000) gallons during each six (6) months period by Lessee
* at said premises, said additional rental to be payable on or before the
* 15th day of month following the period in which the rental is earned.
* Lessee shall keep, or cause to be kept, such records as will accurately
* show the number of gallons of motor fuels sold at said premises.

RENEWAL

(2) Lessee shall have the option of renewing this lease for (Three (3) additional periods)
~~periods of one (1) year each~~ of five (5) years each each
term herein granted, and each successive period to begin on the expiration of the original
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

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JUL 24 1956