



THIS AGREEMENT AND LEASE, made and entered into this fifteenth day of February in the year one thousand nine hundred and Fifty-seven by and between D. Vincent Duncan and Catherine B. Duncan, his wife of 110 Pine St. Ext., Greer, South Carolina hereinafter called "LESSOR," and THE AMERICAN OIL COMPANY, a corporation duly organized under the laws of the State of Maryland, hereinafter called "LESSEE";

WITNESSETH:

1. That LESSOR has leased, let, demised and by these presents does lease, let and demise unto LESSEE, its successors, sublessees and assigns, the property situate in the City of Greer, Chick Springs Twp., County of Greenville, State of South Carolina

and more particularly described, as follows: BEGINNING at a point in the Northern right-of-way line of Wade Hampton Boulevard (U. S. Highway No. 29) said point being One hundred (100.) feet West of the point of intersection of the Northern right-of-way line of Wade Hampton Boulevard (U. S. Highway No. 29) and the Western margin of Forest Street Extension and running thence in a Northeasterly direction with the Northwestern line of a triangularly shaped parcel of land appropriated by the S. C. State Highway Department for Sight Area, a distance of One hundred Fifty-eight (158.) feet to a point in the Western margin of Forest Street Extension, thence in a Northerly direction with said margin of Forest Street Extension a distance of Twenty-nine (29.) feet to a point; thence in a Westerly direction a distance of Two hundred Eighty-two (282.) feet, more or less, to a point; thence in a Southerly direction a distance of One hundred Twenty-five (125.) feet to a point in the Northern right-of-way line of Wade Hampton Boulevard (U. S. Highway No. 29); thence in an Easterly direction with said right-of-way line of Wade Hampton Boulevard (U. S. Highway No. 29) a distance of One hundred Fifty (150.) feet to the point of BEGINNING.

Being a portion of the property conveyed by Woodrow R. Vaughn to D. Vincent Duncan by Deed dated April 26, 1951 and recorded in Deed Book 433, Page 415, in the Office of Register of Mesne Conveyance for Greenville County, South Carolina.

(as shown outlined in red on the blueprint plat attached hereto and made a part hereof).

TOGETHER WITH all buildings, improvements and equipment thereon or in connection therewith; and together with all rights, alleys, rights-of-way, easements, appurtenances thereunto belonging or in anywise appertaining; and together with all LESSOR'S right, title and interest in and to all sidewalks, pavements, curbs, alleys, streets and highways, abutting the demised premises or thereunto belonging.

*D.V.D.  
C.B.D.  
R.M.C.  
J.H.D.*

2. TO HOLD the aforesaid premises unto LESSEE, its successors, sublessees and assigns, for the term of Ten (10) Years - - - - - beginning on the first day of July 19 57, and ending on the thirtieth day of June, 19 67, hereinafter called "the original term."

*D.V.D.  
C.B.D.  
R.M.C.  
J.H.D.*

3. LESSEE shall pay the following rent to LESSOR on the following terms and conditions: a sum, payable on the fifteenth day of each month, equivalent to One and one-quarter Cent (1-1/4¢) per gallon, on each gallon of LESSEE'S brands of gasoline and/or motor fuel sold during the preceding calendar month from said premises by LESSEE, its sublessees or assigns, to the consuming trade, provided, that said rental shall not be less than Three Hundred Dollars (\$300.00) per month, nor more than Four Hundred Dollars (\$400.00) per month.

*D.V.D.  
C.B.D.  
R.M.C.  
J.H.D.*

It being agreed, however, that said rent shall not commence nor shall it accrue until such time as LESSOR shall have erected and finally completed a gasoline service station on the demised premises, as hereinafter provided, and LESSEE shall have accepted actual possession thereof, by written notice to LESSOR.

4. LESSEE shall have the following options to renew and extend this lease at the rent hereinafter mentioned, viz.:

(a) An option to renew and extend this lease for a further term of \_\_\_\_\_ years next succeeding the term of this lease, at a rent during such renewal term of \_\_\_\_\_ "SEE LEASE RIDER"

(b) A further option to renew and extend this lease for a further term of \_\_\_\_\_ years next succeeding the expiration of the first renewal period above mentioned, at a rent during such second renewal term of \_\_\_\_\_ "SEE LEASE RIDER"

(c) A further option to renew and extend this lease for a further term of \_\_\_\_\_ years next succeeding the expiration of the second renewal period above mentioned, at a rent during such third renewal term of \_\_\_\_\_ "SEE LEASE RIDER"

*D.V.D.  
C.B.D.  
R.M.C.  
J.H.D.*

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SATISFIED AND CANCELLED OF RECORD  
7<sup>th</sup> DAY OF Jan 1966  
Ollie Farnsworth  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 9:30 O'CLOCK A. M. NO. 20053

For cancellation agreement