

WS-15857

LEASE TO COMPANY

by and

AGREEMENT made this 1st day of November by and between R. J. and Heyward Willimon

, 1957 , and his wife, of

Street,

State of South Carolina , hereinafter called "Lessor", and ESSO STANDARD OIL COMPANY, a Delaware corporation, having an office at Charlotte, North 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 , County of Greenville , State of South Carolina

LOCATION -

more fully described as follows:

DESCRIP-TION All those three certain tracts of land in Greenville Township, Greenville County, State of South Carolina, known and designated as tracts No. 43, No. 44 and No. 45, as shown on plat of the property of P. F. and W. L. Cunningham, recorded in RMC Office for Greenville County in Plat Book F at page 269 and when described together have the following metes and bounds to-wit: BEGINNING at an iron pin in the center of intersection of Cedar Lane Road and Farr's Bridge Road and running thence along the Cedar Lane Road N. 18-50 W. 158 ft.; thence continuing with said road N. 26 W. 79 ft. to a point, corner of Lot No. 54; thence in southeastern direction 160 ft. to a point in the center of Farr's Bridge Road; thence with the center of Farr's Bridge Road S. 63½ E. 175 ft. to point of beginning.

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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 Two (2) years, beginning on the the lst day of November, 1957, and ending on the day of October, 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 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 Sixty Dollars (\$60.00) 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

RENEWAL

Lessor desires so to do.

(2) Lessee shall have the option of renewing this lease for 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

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.

(Continued on next page)