

For Collateral Assignment of Lease and Rents see Deed Book 824 Page 47
For Collateral Assignment of Lease + Rents see Deed Book 749 Page 330

My commission expires at the pleasure of the Governor.

Form 1717-F (MG) (COM) 5-58



Sinclair Refining Company

OCT 22 1959

LEASE AGREEMENT

BOOK 637 PAGE 119

Greenville County, S.C.

10258

THIS AGREEMENT, in duplicate, made and entered into this 30th day of July A. D. 1959, by and between J. Morgan Goldsmith, as Guardian for M. Anderson Goldsmith, a minor, Paul Goldsmith and Betty Jane Goldsmith of Greenville, South Carolina street address party of the first part, Lessor (whether one or more, and when referred to by pronoun the singular neuter gender will be used), and SINCLAIR REFINING COMPANY, a Maine corporation, authorized to transact business as a foreign corporation in the State of South Carolina; having its principal business office at 600 Fifth Avenue, New York, New York, party of the second part, Lessee,

WITNESSETH:

1. Lessor, for and in consideration of the rents, covenants and agreements hereinafter mentioned, reserved and conditioned on the part of Lessee to be maintained, paid, kept and performed, has rented and leased and by these presents does hereby rent and lease unto Lessee, its successors and assigns, the following described premises, used for and constituting an oil and gasoline service station, (including Lessor's right in or to the use of the land within street lines in front thereof), situate in the city of Greenville County of Greenville, and State of South Carolina, at No. 2517 New Buncombe (U.S. Hwy. 25) (If in the country) miles of the City of on Highway, State of; said premises being also known as Being further described as:

that certain piece, parcel or lot of land, situate, lying and being in Greenville County, State of South Carolina, on the West side of the New Buncombe Road (U. S. 25) and being shown as all of Lot No. 25 on Map No. 1 of San Souci Heights, prepared by W. J. Riddle, Surveyor, in March, 1950, which plat is recorded in the R.M.C. Office, Greenville County, South Carolina in Plat Book "W" at page 155 (also Plat Book "Y" at page 25).

Beginning at an iron pin at the intersection of the West side of the New Buncombe Road (US 25) and the North side of Woodland Drive, and running thence along the North side of Woodland Drive S. 78-34 W. 135 feet, more or less, to a point near the center of the Tindal Road; thence along said Road, N. 2-42 W. 32 feet to a point; thence continuing along said road, N. 19-18 W. 177.5 feet to a point, thence still along said road, N. 8-55 E. 54.5 feet to a point on the West side of U. S. 25; thence with the West side of said Highway as the line, S. 39-10 E. 303 feet to point of beginning.

This property is subject to the restrictive covenants applicable to Sans Souci Heights recommended by the Federal Housing Administration and recorded by the owner in Book 425, page 500, said R. M. C. Office, and the same is hereby referred to and made a part hereof;

Also, subject to the covenants contained in contract between Ben F. Perry and the South Carolina Highway Department as to beautification of a 50 foot strip along said highway, recorded in said R. M. C. Office in Deed Book 444 at page 38, which contract is hereby referred to and made a part hereof;

Also, subject to the easement of the Parker Water and Sewer District to maintain water pipes across the front of said lot adjacent to said highway; and also subject to the rights of the general public, Greenville County, and other owners of property in and to that portion of above within the bounds of Tindal Road.

Said property is the same conveyed by deed from Ben F. Perry recorded in the R. M. C. Office for Greenville County in Book of Deeds 453 at page 176.

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