

LOCATION: EAST McBEE AVENUE & SOUTH IRVINE STREET, GREENVILLE, S. C.

Form 2175

1,000

6-8-37

THIS INDENTURE OF LEASE, in Duplicate, made and entered into this 21 day of March, A.D. 1939, by and between WALTER SULLIVAN GRIFFIN, JR., (Joined by his wife, NELL MILLS GRIFFIN, for the purpose of relinquishing dower), 101 East Prentiss Avenue, Greenville, South Carolina, 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 in New York, New York, and a District Office at 573 West Peachtree St., Northeast, Atlanta, Georgia, party of the second part, Lessee:

W I T N E S S E T H:

ARTICLE I.

PREMISES:

That 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 the following described real estate, to-wit:

A piece, parcel or tract of land, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, more fully described as:

BEGINNING at the Northwest intersection of East McBee Avenue and South Irvine Street, thence in a Northerly direction along the West side of South Irvine Street a distance of One Hundred (100) feet, to a point; thence in a Westerly direction a distance of Ninety-five and One-half ( $95\frac{1}{2}$ ) feet, to a point; thence in a Southerly direction a distance of One Hundred (100) feet, to a point on the North side of East McBee Avenue; thence in a Easterly direction along the North side of East McBee Avenue a distance of Ninety-five and One-half ( $95\frac{1}{2}$ ) feet, to the point of BEGINNING:

together with certain property of Lessor now located thereon, or to be erected and installed thereon, as more specifically described and provided for in the Article hereinafter set forth, entitled "LESSOR'S IMPROVEMENTS."

ARTICLE II.

T E R M :

TO HAVE AND TO HOLD The above rented and leased real estate and property (hereinafter referred to collectively as "premises"), and all rights, privileges and appurtenances thereunto belonging, together with all governmental permits and licenses (if legally transferable), unto Lessee for and during the term of TEN (10) YEARS, TO commence when said premises are delivered to and accepted by Lessee, ready for occupancy as hereinafter provided.

ARTICLE III.

RENTAL:

Lessee shall yield and pay as rental for said premises for and during the term of this lease the sum of ONE HUNDRED FIFTY AND 00/100 (\$150.00) DOLLARS per month, payable monthly in advance not later than the twentieth (20th) day of each and every month.

Unless and until otherwise directed by Lessor, said rentals may be paid by Lessee's check, draft or voucher, payable to the order of the Lessor, W. S. Griffin, Jr., and mailed to said designated Lessor at Lessor's address above shown, or to such other address as the Lessor to whom said rent is to be paid may from time to time hereafter designate in writing.

If at any time during the term hereof Lessor, or, if there be more than one, any Lessor, shall be indebted to Lessee on any account, whatsoever, it is agreed that Lessee shall have the right to apply any accruing rental on said unpaid indebtedness, and that any amount so applied shall constitute rental payment hereunder.

ARTICLE IV.

PERMITS:

Lessor shall furnish, at its sole cost and expense, the necessary consents and permits, (hereinafter referred to collectively as "permits") required by any governmental authority for the construction and installation of the desired buildings, structures, and improvements, including driveways and approaches over the sidewalks, parkways and curbing, and for the installation and maintenance of tanks, pumps, signboards, light posts and lighting facilities, including illuminated signs, and other equipment and appliances for operating and conducting upon said premises a gasoline and oil filling and service station, including the greasing and servicing of automobiles, the making of minor replacements and repairs, the parking of automobiles for hire, and for the market-