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Form G77B 11-66

# LEASE

Agreement dated the 23 day of March, 1967, by and between  
Mrs. Zula Willis Smith

Curtis Street, Simpsonville, South Carolina (lessor) and

TEXACO INC., a Delaware corporation, having a place of business at 864 West Peachtree Street,

N. W., Atlanta, Georgia 30301 (lessee).

(1)-Premises Leased. Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the

City of Simpsonville, County of Greenville,

State of South Carolina, described as follows: Beginning at the

Southeast intersection of Hedge and Curtis Streets and running South along the East side of Hedge Street for a distance of 75 feet to a point; thence East a distance of 75 feet to a point; thence North a distance of 25 feet to a point; thence East a distance of 12 feet to a point; thence North a distance of 50 feet to a point on the South side of Curtis Street; thence West along the South side of Curtis Street a distance of 87 feet to the point of beginning. Bounded on the West by Hedge Street, East by other property of lessor, South by other property of Lessor and North by Curtis Street.



Together with all appurtenances thereto and all right, title and interest of lessor in and to any and all roads, streets and ways bounding the said premises;

Together with the buildings, improvements, fixtures, equipment and facilities of the lessor now located on said premises as follows:

One brick service station office complete with two rest rooms, size 18' x 20' with a 24' attached canopy, two concrete block service bays size 30' x 27', complete with concrete driveways and approaches.

(2)-Term. TO HAVE AND TO HOLD for the term of five (5) years,  
from and after the first day of April, Nineteen Hundred

Sixty-Seven (Apr. 1, 1967) but subject to termination by lessee at the end of the first year or any subsequent year upon thirty (30) days' prior written notice from lessee to lessor.

(3)-Rental. Lessee agrees to pay the following rent for said premises:— \$50.00 per month plus an additional sum equal to one cent (1¢) for each gallon of lessee's gasoline delivered to said premises, each calendar month during the term hereof in excess of 5,000 gallons, payable monthly on the fifteenth (15th) day of each month next following the month for which payment is made. Provided, however, that the maximum rental including fixed rental plus gallonage rental shall not exceed \$200.00 for any monthly period.

Lessee agrees that rental shall be payable in monthly installments and that if any installment thereof shall be due and unpaid for ten (10) days after written notice of such default has been delivered to the Division Sales Manager of the lessee, at its place of business as shown in this lease, lessor shall then have the right to terminate this lease on thirty (30) days' written notice to lessee.

Lessee, at its option, may apply at any time such rental or any installment thereof to the payment of any indebtedness due or to become due from lessor to lessee. Such application shall be deemed payment of such rental.

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