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SEP 22 1970
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GREENVILLE CO. S. C.

VOL 899 PAGE 27
Form G-77E 5-69

SEP 22 1970
LEASE

Agreement dated the 22nd day of May, 1970, by and between
OLLIE FARNSWORTH
R. H. C.

J. T. Massey and his wife Sudie W. Massey

P.O. Box 91, Mauldin, South Carolina 29662 (lessor) and

TEXACO INC., a Delaware corporation, having a place of business at 864 West Peachtree St. N. W.

Atlanta, Georgia 30303 (lessee).

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

City of Mauldin, County of Greenville,

State of South Carolina, described as follows:

Beg. at an I.P. at cor. of western R/W of U. S. 276 and northern R/W of Sunset Dr. and running thence along northern R/W of said Sunset Dr. S62-35W 200.0' to an I. P. on northern R/W of Sunset Dr. Thence with line of J.T. Massey N21-22W 195.0 to an I.P. and still with line of said J. T. Massey N62-34E 200.0' to an I.P. on western R/W of U. S. 276 Thence with said R/W S20-56E 72.0' to I.P. on western R/W thence continuing with said R/W S21-37E 123.0 to I.P. and point of Beg.



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;

(2)-Term. TO HAVE AND TO HOLD for the term of Fifteen (15) years,

from and after the first day of September, Nineteen Hundred

Seventy (Sept. 1, 1970) but subject to termination by lessee

upon _____ days' written notice from lessee to lessor.

INITIAL HERE
[Signature]
[Signature]

(3)-Rental. Lessee agrees to pay the following rent for said premises:-

Three Hundred Fifty Dollars (\$350.00) per month payable on or before the last day of each month.

Provided, however, that no rental shall accrue or become due until such time as lessor has secured, as required by paragraph (19) hereof, and delivered to lessee all governmental permits required for the erection by lessee and operation on the demised premises of the service station to be erected by lessee pursuant to paragraph (18) hereof; and provided further, however, that in the event that subsequent to the securing and delivery to lessee of such permits but prior to commencement of construction of the service station, circumstances beyond lessee's control create uncertainty regarding the future location of the boundaries or area of the demised premises, or that at any time circumstances beyond lessee's control prevent commencement or delay completion of construction of the service station, rental shall abate until any and all of such circumstances shall cease to exist.

Rent shall be payable in monthly installments on or before the last day of each calendar month and proper prorata portions thereof for parts of calendar months falling within the term. If any installment thereof shall be due and unpaid for ten (10) days after written notice of such default has been delivered to 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.

(Continued on Next Page)