

State of South Carolina,
County of Greenville.

This Agreement, made and entered into this 26th, day of November 1921 by and between W.B. Harrison, Lessor on the first part and R.F. Boyd and G.G. Godfrey, Lessees on the second part, Witnesseth:

That the said W.B. Harrison has granted and leased, and by these presents doth grant and lease unto the said R.F. Boyd and G.G. Godfrey, their heirs and assigns, the following described premises, in the County and State aforesaid, in the City of Greenville, to-wit:

All that certain lot of land lying and being in the County and State aforesaid, and in the City of Greenville, having the following metes and bounds, to-wit:

Beginning at a point, the intersection of Laurens and Washington Roads and running thence along and with Laurens Road a distance of eighty-five (85) feet; thence in a line perpendicular to said Laurens Road to a stake 45 feet distant from the said Laurens Road; thence to a point on Washington Road 65 feet distant from the intersection of Laurens and Washington Roads; thence along and with Washington Road 65 feet to the point of beginning. This being a part of lot No. 68 as shown on plat recorded in Plat Book "A", at page 353.

To have and to hold, the said premises unto the said R.F. Boyd and G.G. Godfrey, their heirs and assigns, for the full term of Five (5) years, commencing January 1st, 1922 and ending December 30th, 1926, said Lessees to pay therefor a rental of Twenty-five (\$25.00) Dollars per month, for each and every month during said period, said rent to be due and payable on the first day of each calendar month in advance for which the same may be due or to become due.

And the Lessees, for and in consideration of the above lotten premises doth hereby covenant and agree to pay the Lessor the above stipulated rent in the manner stipulated.

It is mutually understood between the parties hereto and as a part of the consideration for this agreement that the Lessees shall make the following improvements upon the leased premises at their own expense, that is: erect one building 10 feet by 12 feet and a shed ^{adjacent} thereto 12 feet in width and 24 feet in length, such building to be of brick with a walls eight inches in thickness, and to contain 4 windows 3' x 5' and one door 3' x 7', also to have a concrete floor.

The Lessor agrees to install the necessary plumbing, which is to be two water spigots and one water-closet, and to have the water turned on ready for use not later than Feb. 15th, 1922.

Further Lessor agrees to furnish all brick necessary to complete the above building in excess to three thousand.

And such improvements so made shall be surrendered to and become the property of the Lessor at the expiration of this lease, excepting that the Lessees shall have the right at the end of such period to remove all gasoline tanks and free-air apparatus from the leased premises.

It is also mutually agreed that upon the failure, neglect, or delay on the part of the Lessees to pay the rent as hereinabove stipulated for a period of ten days after the same is due and payable, the Lessor shall have the right to declare this lease null and void -

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and take immediate possession of the premises hereinabove described and all improvements made thereon. It is further mutually understood and agreed that the Lessees shall insure the building upon the leased premises in the sum of not less than Eight hundred (\$800.00) Dollars as soon as the same is completed, and keep the same insured during the terms of this lease, and in case of loss by fire the Lessees agree to use the proceeds derived from such policy to rebuild a similar building and shed upon the leased premises.

That the Lessees shall make good all injuries done to the premises during their tenancy, excepting those produced by natural decay and unavoidable accident. Further that the leased premises shall be used only for a "Filling Station" and the sale of automobile accessories, and that the Lessees shall not have a right to sub-let the same without the written consent of the Lessor.

Witness our hands and seal in duplicate this 26th, day of November, A.D. 1921.

Witnesses:

G.F. Norris,

J.L. Love.

W.B. Harrison

Lessor.

R.F. Boyd

G.G. Godfrey

Lessees.

State of South Carolina,

County of Greenville.

Personally appeared before me G.F. Norris and made oath that he saw W.B. Harrison and R.F. Boyd and G.G. Godfrey sign, seal and as their act deliver the foregoing written lease and that he with J.L. Love witnessed the execution thereof.

Sworn to before me this 26th,

day of November, 1921.

J.L. Love (L.S.)

G.F. Norris

Notary Public for S.C.

Recorded Jan. 23rd, 1925.

State of South Carolina,

Greenville County.

Whereas, I formerly entered into a contract or lease Agreement with R.F. Boyd and G.G. Godfrey, which contract or lease agreement was dated November 26th, 1921 and is recorded in the office of R.M.C. for Greenville County in Book _____ at page _____, by the terms of which said lease agreement the said Boyd and Godfrey did not have the right to sub-rent the property therein described without the consent of the Lessor.

Now, in consideration of the Payne Oil Company assuming the aforesaid contract or lease agreement and binding itself to abide by the terms and conditions thereof, I do hereby agree that the said Payne Oil Company may become the lessee under the said contract and be entitled to exactly the same rights and privileges as were the said R.F. Boyd and G.G. Godfrey and in making this assignment I do hereby release the said R.F. Boyd and G.G. Godfrey from the aforesaid lease or contract.

In witness whereof I do hereunto set my hand and seal this the ____ day of September, A.D. 1925.

(Over)