

WALTER, FRANK & CORRELL CO., CHARLESTON, S. C. 53327

AGREEMENT dated the 7th day of November 1931 by and between J. F. Hightower & Elizabeth Hightower, His wife, Tigrerville, S. C. R.F.D. and THE TEXAS COMPANY (Lessee) a corporation of Delaware, having a place of business at Houston, Texas.

Beginning on the Southwest corner at the intersection of Front Street and Main Street and running South along the west side of Main Street 75 feet to a point, thence West 75 feet to a point, thence North 75 feet to a point, thence East 75 feet to the point of beginning.

(2)-Term. TO HAVE AND TO HOLD for the term of One year from and after the 16th day of November 1931 but subject to termination by lessee at the end of the first year or any subsequent year upon thirty (30) days' written notice from lessee to lessor.

(3)-Rental. Lessee agrees to pay the following rent for said premises: A sum equal to one cent for each gallon of lessee's gasoline sold from said premises each month during the term hereof, payable on the 10th day of each month next following the month for which payment is made.

and agrees 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 Sales Manager of lessee at Houston, Texas, lessor shall then have the right to terminate this lease on thirty (30) days' notice to lessee.

(1)-Maintenance. Lessor agrees to maintain said premises and improvements in good repair during the term of this lease. In the event of his failure to do so, lessee may, at its option, either terminate the lease on thirty (30) days' notice to lessor, or make the necessary repairs, at the expense of lessor, and have the right to apply accruing rentals for the purpose of reimbursing itself.

(2)-Damages for Defect in Title. Lessor covenants that he is well seized of said premises; has good right to lease the same, and warrants and agrees to defend the title thereto; and to reimburse and hold lessee harmless from all damages and expenses which lessee may suffer by reason of any restriction, encumbrance or defect in such title.

(3)-Taxes and Encumbrances. Lessor agrees to pay all taxes, assessments and obligations which are or may become a lien on the demised premises and improvements as they become due.

(4)-Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors or assigns.

IN WITNESS WHEREOF Lessor and Lessee have hereunto subscribed their names the day and year first above written.

Witness: Frank Garrison, W. L. McAlister, P. M. Huff (SEAL), THE TEXAS COMPANY (Lessee), E. E. Dattner

STATE OF SOUTH CAROLINA, County of Greenville, Personally appeared before me W. L. McAlister (witness) who being duly sworn says that he saw the within named P. M. Huff, act and deed, deliver the xxxxxxxx foregoing instrument for the purpose therein mentioned Frank Garrison, (witness) witnessed the execution thereof.

Sworn to before me this 7th day of November A. D. 1931. F. M. Gifford, (J. S.) Notary Public for South Carolina, or the State at Large, My commission expires at the Pleasure of the Gov.

Approved as to Terms: C. R. Barrett, Description of the Property Form X, This agreement not binding on THE TEXAS COMPANY unless and until approved in writing by its Sales Manager or Assistant Sales Manager by signature below.

Recorded January 14th 1932, at 2:30 o'clock P.M.

END OF Doc

WALTER, FRANK & CORRELL CO., CHARLESTON, S. C. 53327

AGREEMENT dated the 16th day of November 1931 by and between J. F. Hightower & Elizabeth Hightower, His wife, Tigrerville, S. C. R.F.D. and THE TEXAS COMPANY (Lessee) a corporation of Delaware, having a place of business at Houston, Texas.

Beginning at an iron pin on the West side of U. S. Highway # 25 eleven and four-tenths miles North of the Travelers Rest, S. C., Post-office and running North, along west side of highway, 200 feet to a point, thence West 60 feet to a point, thence South 200 feet to a point, thence East 60 feet to the point of beginning.

(2)-Term. TO HAVE AND TO HOLD for the term of Five years from and after the 16th day of November 1931 but subject to termination by lessee at the end of the first year or any subsequent year upon thirty (30) days' written notice from lessee to lessor.

(3)-Rental. Lessee agrees to pay the following rent for said premises: A sum equal to one-cent (1¢) for each gallon of lessee's gasoline sold from said premises each month during the term hereof, payable on the 10th day of each month next following the month for which payment is made.

and agrees 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 Sales Manager of lessee at Houston, Texas, lessor shall then have the right to terminate this lease on thirty (30) days' notice to lessee, and to paint same as and when necessary.

(4)-Maintenance. Lessor agrees to maintain said premises and improvements in good repair during the term of this lease. In the event of his failure to do so, lessee may, at its election either terminate the lease on thirty (30) days' notice to lessor, or make the necessary repairs, at the expense of lessor, and have the right to apply accruing rentals for the purpose of reimbursing itself.

(5)-Removal of Property. Lessee shall have the right at any time during the continuance of this lease or within thirty (30) days after its termination to sever and remove all fixtures, equipment and other property of lessee placed on or in said premises by lessee during the term of this or any previous lease, or any extension or renewal thereof.

(6)-Lessee's Right of Termination. Should the structure on said premises be destroyed by fire or storm, or should lessee for any reason be prevented from establishing or continuing the business of distributing petroleum products on said premises, or should said business for any reason in lessee's judgment become unduly burdensome, lessee may terminate this lease upon giving ninety (90) days' written notice, in which event the rental obligation shall be prorated to the date of such termination.

(7)-Damages for Defect in Title. Lessor covenants that he is well seized of said premises, has good right to lease the same, and warrants and agrees to defend the title thereto; and to reimburse and hold lessee harmless from all damages and expenses which lessee may suffer by reason of any restriction, encumbrance or defect in such title.

(8)-Taxes and Encumbrances. Lessor agrees to pay all taxes, assessments and obligations which are or may become a lien on the demised premises and improvements as they become due.

(9)-Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors or assigns.

IN WITNESS WHEREOF Lessor and Lessee have hereunto subscribed their names the day and year first above written.

Witness: S. L. Styles, Elizabeth Hightower (SEAL), R. L. Harris, J. F. Hightower (SEAL), THE TEXAS COMPANY (Lessee), E. E. Dattner

STATE OF SOUTH CAROLINA, County of Greenville, Personally appeared before me S. L. Styles, (witness) who being duly sworn says that he saw the within named J. F. Hightower, and his wife, sign, seal and as their act and deed, deliver the within written instrument for the purpose therein mentioned and that he with R. L. Harris (witness) witnessed the execution thereof.

Sworn to before me this 16th day of November A. D. 1931. F. M. Gifford, (J. S.) Notary Public for South Carolina, or the State at Large, My commission expires at the Pleasure of the Gov.

Approved as to Terms: C. R. Barrett, Description of the Property Form X, This agreement not binding on THE TEXAS COMPANY unless and until approved in writing by its Sales Manager or Assistant Sales Manager by signature below.

Recorded February 5th 1932, at 8:30 o'clock A.M.

END OF Doc