

WALKER, EVANS & CHESTNUT CO., CHARLOTTE, N. C. 28520

LEASE

AGREEMENT dated the 12th day of July 1926, by and between

Dr. J. C. Stone, Greenville, S.C. and THE TEXAS COMPANY (Lessee); a Corporation of Delaware, having a place of business at Houston, Texas. Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the City of Greenville, County of Greenville, State of South Carolina, described as follows:

That lot of land located at the Southeast Corner of the intersection of East Pendleton Street and Aiken Avenue, beginning at the Southeast Corner of said lot and running north along Aiken Avenue 60 feet to a point; thence west along Pendleton Street 52 feet 7 inches; thence south 60 feet to a point; thence east 52 feet 7 inches to the point of beginning, forming a rectangle.

Bounded on the north by Pendleton Street, west by property of W. B. A. Garrett, south by property of Miss Adelia Kelly and on the east by Aiken Avenue.

(2)-Term. TO HAVE AND TO HOLD for the term of Five (5) years from and after the 16th day of August Nineteen Hundred Twenty Six (1926) 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: Thirty-five (\$35.00) Dollars per month, payable monthly in advance, during the term of the lease.

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.

(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. If, during the time the premises are undergoing repairs, the use thereof by lessee is materially interfered with, the rent accruing during such period shall be abated.

(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 be prevented because of such termination, 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. If lessor should fail to do so, lessee shall have the right either to make such payment for the account of lessor, in which event it shall be subrogated to all the rights of the holder of such lien, and in addition thereto shall have the right to apply accruing rentals in satisfaction of such obligations; or lessee, in the event of a foreclosure of any such lien and the sale of said demised premises and improvements, shall have the right to buy in said premises and improvements for its own account.

(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 and seals this 12th day and year first above written.

Witness: Adelia S. Stone, J. C. Stone, Lesor (Lessor) THE TEXAS COMPANY (Lessee)

Attest: J. B. Duke, Assistant Secretary, J. B. Leasky, Manager, Sales Department

(Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA,

County of Greenville, Personally appeared before me Nellie S. Stone (Witness) and made oath that she saw the within named Dr. J. C. Stone

sign, seal and as witness act and deed, deliver the within instrument for the purpose therein mentioned and that she with myself witnessed the execution thereof.

Sworn to before me this 12th day of July A. D. 1926

C. P. Stone, Notary Public for South Carolina, Nellie S. Stone

Approved as to Terms: J. H. Perkins, Form 1

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.

J. C. Stone 24 cents Approved: /

Recorded Sept 16 1926, at 8:30 o'clock A.M.



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