

Lease

State of South Carolina
County of Greenville

This Indenture made and concluded at Greenville, South Carolina, this 28th day of November, 1929, between Rush Realty Co., a corporation of the State of South Carolina with its principal place of business at Greenville in said State, hereinafter referred to as the Lessor, and the Payne Oil Co., a corporation of the State of South Carolina with its principal place of business at Greenville in said State, hereinafter referred to as the Lessee, Witnesseth:

That the Lessor in consideration and creation of the rental hereinafter mentioned, have granted, bargained and leased and by these presents do grant, bargain and lease unto the Lessee:

All that certain piece, parcel or lot of land situate in Ward Four of the City of Greenville, S. C., on the corner of McBee Avenue and Irvine Street, in said city, and having a frontage of 42 1/2 feet on McBee Avenue and 75 feet on Irvine Street, together with the building that is to be erected thereon as hereinafter provided, for a term of ten years commencing on February 1st, 1930, and ending on the 31st day of January, 1940, and the said Lessee in consideration of the use of said premises for the said term promises and hereby agrees to pay the said Lessor the sum of Eighteen Hundred (\$1800.00) Dollars per annum, payable in monthly payments of One Hundred Fifty (\$150.00) Dollars on the first day of each month, in advance.

It is further covenanted and agreed that the Lessee is to erect a filling station on the above described lot according to plans and specifications furnished by the Lessee, and the Lessor is to pay the costs of same not exceeding however the sum of Five Thousand (\$5,000.00) Dollars the Lessee to do all necessary grading of the lot and is to pay any amount in pre-paying the lot and the erection of said filling station in excess of the sum of Five Thousand Dollars.

The Lessee hereby agrees to keep up all the repairs on the filling station at its own expense during the life of this lease. The Lessor

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to pay all taxes and insurance on said premises and the payment of the rent and all other covenants in this lease are to be guaranteed by the Pure Oil Co. of Atlanta, Ga.

It is further understood and agreed that the Lessee upon the due performance of all the covenants contained herein and upon the payment of the rent when due as herein provided, the Lessee shall have the right to occupy said premises for the term herein stated but upon the Lessee's failure to pay the rent promptly when due or to carry out any of the other provisions contained in this lease, then the Lessor shall have the option of terminating said lease.

It is further understood and agreed that the Lessee shall not have the right to assign or sub-rent said premises without the written consent of the Lessor and in case the Lessee should become bankrupt, then the Lessor shall have the right to declare this lease terminated.

In witness whereof the parties hereto set their hands and seals in duplicate this the 29th day of November, 1929.

In the presence of:
Rush Realty Co. (L.S.)
By (Signed) B. F. Rush, President
Lessor.
Towers Hodges
Signed Oscar Hodges
Payne Oil Company, Inc. (L.S.)
By (Signed) J. E. Payne, Pres.
Lessee

State of South Carolina
County of Greenville
Personally appeared before me, (signed) Towers Hodges who being duly sworn, says that he saw B. F. Rush as President of Rush Realty Co., Lessor, and J. E. Payne as President of the Payne Oil Co., Lessee, sign, seal and as their act and deed deliver the foregoing written Lease for the uses and purposes therein stated, and that he with (signed) Oscar Hodges witnessed the execution thereof
Sworn to before me this
29 day of Nov. 1929
Signed, Towers Hodges
Signed, Oscar Hodges (L.S.)
No. 10 for 2 to

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