

LEASE

THIS INDENTURE made this 26th. day of Oct., 1937 by and between A. R. Meadors of R.F.D. 4, Greenville, S. C., first party, and Greenville Petroleum Co. Inc. second party,

WITNESSETH

That in consideration of the covenant and agreements of the second party hereinafter set forth, said first party hereby leases to said second party the following described premises, situated in the County of Greenville and State of South Carolina, to-wit:

Service Station located on Augusta Road at intersection of Fork Shoals Road, together with a lot of land in a triangular shape fronting on Augusta Road 170 feet from the highway intersection and 210 feet on the Fork Shoals Road from the intersection of highways known as Augusta Road and Fork Shoals Road, together with all equipment thereon or connected therewith, and now owned (leased) and operated by said first party as a filling station, from the 1st. day of November, 1937, to the day of November 1, 1942, at a monthly rental of a sum equal to one cent for each gallon of Gasoline and Ethyl Gasoline sold by second party at said premises during the preceeding month, payable on the 15th. day of each month during the term, based upon the gallonage of the first month by check delivered or mailed to first party, his personal representative or assigns at No. _____ Street R.F.D. City Greenville, State S. C. unless and until first party shall have notified second party in writing to pay said rent at a different address. Second party reserves the right to terminate this lease at any time after the expiration of one year from the date hereof by giving to first party 30 days' written notice of its intention to so terminate said lease. Second party may credit said rent against any sums owing by first party to it, and notice of such credit shall constitute payment hereunder. Second party will use its best efforts to increase the sale of gasoline at said premises.

In consideration of the foregoing, first party hereby sets over and assigns unto second party, first party's licenses; consent and permits to maintain and operate a gasoline filling station on the above described premises, such assignment to be effective only during the term of this lease, and all renewals and extensions thereof.

And said first party further covenants and agrees as follows:

- 1- That during the term of said lease he will pay all general and special taxes and assessments that may be levied or assessed against said premises and/or property owned by him located thereon.
- 2- That all buildings, structures, tanks, pumps, greasing racks and other equipment placed upon the premises by second party or by third persons acting under arrangement with second party, whether or not embedded in the soil or affixed to the realty, shall remain the sole property of second party and at the expiration of this lease by lapse of time or otherwise, said second party shall have and is hereby given the right at any time, within thirty (30) days after such termination, to enter upon and remove from said premises any equipment by it at any time placed thereon.
- 3- In event the party of the first part is not owner of the premises hereby leased and shall hereafter default in the payment of rent to the owner, first party hereby consents that party of the second part may at its option, pay such rent, and upon such payment, be subrogated to all the rights of the first party under such lease. But nothing herein shall be construed as obligating second party to pay such rent or other charge on account of such original lease or other instrument of title.

IN WITNESS WHEREOF the parties hereto have caused the due execution of this agreement this 26th. day of October, 1937.

W. M. McCuen
W. C. Hunter

A. R. Meadors (Seal)
Greenville Petroleum Co. Inc.

By- H. W. Stinespring
Secy.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Personally appeared before me W. C. Hunter and made oath that he saw the within named A. R. Meadors sign, seal and as his her their act and deed deliver the within instrument, and that he with W. M. McCuen witnessed the execution thereof.

Sworn to before me this 22nd. day of Nov. A. D. 1937

Laura A. Stinespring
Notary Public S. C.

W. C. Hunter

Recorded Nov. 22, 1937 at 3:15 P. M.

S. C. Stamps- \$.48

