

## TITLE TO REAL ESTATE

## L E A S E

AGREEMENT dated the 14th day of November, 1946, by and between Miss Ida J. Dacus, Greenville, S. C., (lessor) and THE TEXAS COMPANY, a Delaware corporation, having a place of business at Houston, Texas (lessee).

(1)-- PREMISES LEASED. 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:

Beginning at a point at the intersection of Buncombe Road and Huff Line and running East 100 feet along the South side of Buncombe Road to a point; thence South 100 feet to a point; thence West 100 feet to a point on the east side of Huff Line; thence North along the east boundary line of Huff Line 100 feet to the point of beginning.

Property bounded on the North by Buncombe Road (which is U. S. Highway No. 25) on east and south by other property of the lessor and on West by Huff Line.

Together with all right, title, and interest of lessor in and to any and all roads, streets and ways bounding the said premises;

Together with the buildings, improvements, fixtures, equipment and facilities of the lessor now located on said premises as follows:

- 1 Brick, Taxaco Type N-2 Service Station building.
- 2 Cut 60 Wayne Electric Computer Pumps,
- 2 1000-gallon underground tanks,
- 1 65 gallon lube outfit
- 1 Eco Air Stand,
- 1 Automobile lift (Drive-on)
- 1 2 HP Air Compressor,

(2)--TERM. TO HAVE AND TO HOLD for the term of Five years (5) years, from and after the First day of October, Nineteen Hundred Forty-Six (October 1, 1946) I.J.D.

(3)--RENTAL. Lessee agrees to pay the following rent for said premises:

The sum of One Hundred & fifty dollars (\$150.00) per month, payable monthly in advance. It is understood, however, that for each year of the term hereof in which more than 180,000 gallons of lessee's gasoline shall be sold from the leased premises, lessee shall pay, within thirty days after the expiration of such year, an additional sum equal to one cent (1¢) for each gallon of its gasoline so sold in excess of 180,000 gallons; provided that if this lease is terminated prior to the expiration of any contract year, then the additional rental, if any, shall be a sum equal to one cent (1¢) for each gallon of lessee's gasoline sold in excess of that quantity which bears the same ratio or proportion to 180,000 gallons as the expired portion of such contract year bears to the whole year, and provided further that the total rental hereunder for any one contract year shall in no event exceed the sum of Two Thousand Four Hundred Dollars (\$2,400.00). I.J.D.

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 Assistant Land Attorney of the Lessee at Houston, Texas. lessor shall then have the right to terminate this lease on thirty (30) days' written notice to lessee.

Lessee, at its option, may apply at any time such rental or any installment thereof to the payment of any indebtedness due or to become due from Lessor to Lessee. Such application shall be deemed payment of such rental.

No change in ownership of the premises, or assignment of the rental provided for herein, shall be binding upon lessee for any purpose until after lessee has been furnished with a written transfer or assignment, or a true copy thereof, evidencing such change in ownership or assignment.

(4)--MAINTENANCE. Lessor agrees to maintain said premises and improvements, including plumbing, heating, and electric wiring, in good repair, xxxxxx I. J. D. xxxxxx during the term of this lease, and to re-build within sixty (60) days any structure on said premises damaged or destroyed in any manner. In the event of lessor's failure to do so, lessee, at its election, may either terminate the lease on thirty (30) days' notice to lessor, in which event rental shall abate from the date of destruction or damage, or do the necessary repairing or rebuilding at the expense of the lessor and have the right to apply accruing rentals for the purpose of reimbursing itself for

T. P. Co. File No. 8587c