16526

LEASE TO COMPANY

AGREEMENT made this 14th by and between Mrs. E. Rouse McKnight Thomas

Fountain (Inn.): 11 Street,

State of South Carolina , hereinafter called "Lessor", and Esso Standard Oil Company

having an office at Columbia, South Carolina

corporation.

Delaware

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hereinafter called "Lessee".

WITNESSETH: That Lessor does hereby demise and lease unto Lessee, and Lessee agrees to take all that lot, piece or parcel of land situate in the Town or City of Fountain Inn .County of Greenville , State of South Carolina, described as follows:

LOCATION DESCRIP-TION

1-2-40

Beginning at an iron pim on the S.E. Corner of Jones Street and U.S. Highway 276 running in a southerly direction along U.S. Highway 276 for a distance of approximately 52 feet; thence in a easterly direction for a distance of approximately 42 feet; thence in a northerly direction for a distance of 5 feet; thence in a easterly direction for a distance of 61 feet; thence in a northerly direction for a distance of 52 feet to Jones Street; thence in a westerly direction parallel with Jones Street for a distance of 108 feet to the point of beginning.





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together with all rights of way, easements, driveways and pavement, curb and street front privileges thereunto belonging and together with all the buildings, improvements and equipment thereon or connected therewith, and the service station building and facilities hereinafter referred to, including the property listed under Schedule "A" hereto annexed.

PERIOD

To hold the premises hereby demised unto Lessee for. Five (5) years, beginning on the 14th day of July , 1948, and ending on the 14th day of July , 19 53, on the following terms and conditions:

RENTAL

(1) Lessee shall pay the following rent:

An amount equivalent to One Cent (1¢) for each gallon of gasoline and other motor fuels sold during the month or fraction at said premises by Lessee, said rental to be payable on or before the 15th day of the month following the month in which the rental is earned; provided that said rental shall in no event be less than Fifty-Five Dollars (\$55.00) for each successive monthly period thereof. Lessee shall keep such records as will accurately show the number of gallons of gasoline and other motor fuels sold at the demised premises and will permit the Lessor to inspect such records at any time and from time to time during business hours when Lessor desires so to do.

RENEWAL

(2) Lessee shall have the option of renewing this lease for Five (5) periods of one (1) year each, the first of such periods to begin on the expiration of the original term herein granted, and each successive period to begin on the expiration of the period then in effect, upon the same terms and conditions as herein set forth and all of said privileges of renewal shall be considered as having been exercised unless Lessee gives Lessor notice in writing at least thirty (30) days prior to the expiration of the period then in effect of its intention not to exercise such renewal privilege.

TITLE

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(3) Lessor covenants that it is well seized of the demised premises, has good right to lease them and hereby warrants and agrees to defend the title thereto and to reimburse and hold Lessee harmless from any loss by reason of any defect in the title. Lessor agrees to notify Lessee immediately upon any default in payment of mortgage interest or principal, or in payment of taxes or other flens upon the premises and Lessee shall have the right to make such defaulted payments for the account of Lessor. Any sums so advanced by Lessee, including costs and attorneys' fees incurred by Lessee in defending any suits and protecting its rights herein granted, shall bear interest at the rate of six per cent (6%) per annum, and the rent provided for herein may be applied to the payment of such sums and interest, or Lessee may require Lessor to pay any unpaid balance. Should the term of this lease or any renewal term provided for herein, expire before such sums with interest have been fully repaid to Lessee, Lessee may, at its option, continue to occupy said premises on the terms and conditions herein provided until such sums with interest have been fully repaid.