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LEASE TO COMPANY

AGREEMENT made this 25th day of Feb 1948 by and between ROSS BUILDERS SUPPLIES, INC. Street, Greenville State of South Carolina, hereinafter called "Lessor", and ESSE STANDARD OIL COMPANY, a Delaware corporation, having an office at COLUMBIA, SOUTH CAROLINA 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 Greenville, County of Greenville, State of South Carolina, more fully described as follows:

LOCATION

DESCRIPTION

Beginning at the corner formed by the intersection of the southerly boundary line of Pendleton Street with the northwesterly boundary line of Green Avenue; and running thence southwestwardly along the said northwesterly boundary line of Green Avenue a distance of 130 feet; thence northwesterly, in a straight line, a distance of 95 feet to the said southerly boundary line of Pendleton Street; thence eastwardly along the said southerly boundary line of Pendleton Street a distance of 130 feet to the point or place of beginning.

This property is owned by the Southern Railway Company and is leased to the Ross Builders Supplies, Inc. according to agreement made the 25th day of February, 1948 for a period of Twenty Years with the privilege of renewing for an additional Ten Years.



together with all rights of way, easements, driveways and pavement, curb and street front privileges thereunto belonging.

PERIOD

To hold the premises hereby demised unto Lessee for twenty (20) years, beginning on the 25th day of February, 1948, and ending on the 24th day of February, 1968, 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 thereof 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 Two Hundred Dollars (\$200.00) nor more than Two Hundred Fifty Dollars (\$250.00) for each successive monthly period hereof. 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 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 ten (10) additional periods of one (1) years 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

(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 liens 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.

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