

APR 28 1949

LEASE TO COMPANY

AGREEMENT made this 18th day of April, 1949, by and between Mrs. Mary R. Willison, hereinafter called "Lessor", and Esso Standard Oil Co., hereinafter called "Lessee", having an office at Columbia, South Carolina

LOCATION

DESCRIPTION

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:

One lot of land situated in the above county and state, beginning at the intersection of U.S. Highway 276 and State Highway 291 on the north side of U.S. Highway 276 and West Side of State Highway 291 and extending in a northerly direction 112 feet, parallel with State Highway 291, thence in a westerly direction 65 feet, 8 inches, to property of Harry Garraux, thence in a northerly direction 152 feet parallel with property owned by Harry Garraux to U.S. Highway 276, thence, in a north eastern direction 73 feet, 8 inches to point of beginning.

The above described property was purchased by Lessor from Hoke Smith and John Kellett.

SOUTH CAROLINA DOCUMENTARY STAMPS IN THE AMOUNT OF \$3.60 HAVE BEEN AFFIXED TO THE LESSEE'S COPY OF LEASE

*L. W. Ingram*

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PERIOD

RENTAL

RENEWAL

TITLE

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, including the property listed under Schedule "A" hereto annexed.

TO HOLD, the premises hereby demised unto Lessee for Five (5) years, beginning on the 1st day of May, 1949, and ending on the 30th day of April, 1954, on the following terms and conditions:

(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 (or its sublessee) or assigns, 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 ONE HUNDRED AND FIFTY DOLLARS (\$150.00) for each successive monthly period hereof. Lessee shall keep, or cause to be kept, 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.

(2) Lessee shall have the option of renewing this lease for additional 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.

(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.