

JUN 4 1952 **Esso**

457 133

LEASE TO COMPANY

* AGREEMENT made this 3rd day of June, 1952,
 * by and between John W. Johnson and Annie S. Johnson and
 * , his wife, of
 * Street, Marietta
 * State of South Carolina, hereinafter called "Lessor", and
 * ESSO 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 Marietta
 * , County of Greenville, State of South Carolina,

LOCATION

described as follows:

DESCRIP-
TION

* All those certain pieces, parcels or lots of land, with the buildings and im-
 * provements thereon, State aforesaid, in Bates Township, situate, lying and
 * being on the easternly side of Cleveland Avenue (U. S. Highway No. 276), in
 * the Town of Marietta, and being shown as Lots, 8, 9 and 10 of Block 2 on the
 * plat of the property of J. Norwood Cleveland and the Estate of R. Mays Cleveland
 * made by W. M. Rast, Engineer, December, 1927, said plat being recited in the
 * records of the RMC Office for Greenville County, S. C. as being recorded in Plat
 * Book H at pages 103-112, but in fact not being so recorded, although in Plat
 * Book H, at pages 103-112 it is noted that said pages are reserved for this plat,
 * and having according to the aforesaid plat the following metes and bounds, to-wit:



* BEGINNING at an iron pin at the northeasterly corner of the intersection of
 * Cleveland Avenue (U. S. Highway No. 276) and Slater Street, and running thence
 * along the northerly side of Slater Street S. 67-40 E. 75 feet to an iron pin,
 * joint corner of Lots 10 and 11; thence along the line of Lot 11 and the rear
 * line of Lots 8, 9 and 10, Block 2, N. 22-20 E. 75 feet to an iron pin in the
 * line of Lot No. 11, joint rear corner of Lots 7 and 8, Block 2; thence along
 * the common line of Lots 7 and 8 N. 67-40 W. 75 feet to an iron pin on the
 * Easterly side of Cleveland Avenue, joint front corner of said lots; thence along
 * the Easterly side of Cleveland Avenue S. 22-20 W. 75 feet to an iron pin, point
 * of beginning.

* This is a portion of the same property conveyed to the mortgagors herein by deed
 * of T. C. Gower, dated July 20, 1951, and recorded in the RMC Office for Greenville
 * County, S. C. in Deed Book 439, page 27.
 * 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. at noon

MAY 14 1952

PERIOD

* To hold the premises hereby demised unto Lessee for Ten (10) years, beginning on
 * the 1st day of July, 1952, and ending on the 1st
 * day of July, 1962, 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 gaso-
 * line and other motor fuels sold during the month or fraction thereof at said premises by Lessee
 * or its sublessees 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 Sixty-three and no/100 - - - - Dollars (\$ 63.00) for each succes-
 * sive monthly period hereof. Lessee shall keep, or cause to be kept, such records as will ac-
 * curately 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) 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

* (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.

TICKLER

CARDS

CKET

MAY 14 1952

Handwritten signature