



*Mails
Geo. E. Williams
Esso Oil
P.O. Box 1348
City*

LEASE TO COMPANY

AGREEMENT made this 27th day of August, 1954
by and between E. S. Ballenger
and
his wife, of

113 Clarendon Avenue ~~X STREET~~ Greenville
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 Greenville
County of Greenville, State of South Carolina
more fully described as follows:

LOCATION

DESCRIP-
TION

Beginning at the Southeast corner of the intersection of
Pendleton and Sumner Streets and running thence along the
South side of Pendleton Street S. 70-48 E. 106.6 feet; thence
S. 20-20 W. 122.2 feet; thence N. 70-48 W. 102 feet, more or
less, to point on the East side of Sumner Street; thence along
the East side of Sumner Street N. 18-45 E. 121.5 feet to the
beginning corner, being the front portion of Lots Nos. 2 and
3 of the Nellie H. Mackey property according to plat recorded
in the R.M.C. Office for Greenville County in Plat Book F,
Page 20.



together with all rights of way, easements, driveways and parking, curbs 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.

PERIOD * TO HOLD the premises hereby demised unto Lessee for Ten (10) years, beginning/on
* the 1st day of October, 1954, and ending on the 1st
* day of October, 1964, on the following terms and conditions:

RENTAL

(1) Lessee shall pay the following rent:

* An amount equivalent to One & one-tenth (1.1 ϕ) 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 One Hundred Sixty-two Dollars (\$162.00) 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

* The rental during the renewal option period shall be One Cent (1 ϕ) per gallon
* with a monthly minimum of One Hundred Sixty-two Dollars (\$162.00)
* (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.

ESB
JACK

TITLE
CARDS
JACKET

AUG 30 1954

(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.