



(LESSOR IMPROVED SERVICE STATION)



THIS AGREEMENT AND LEASE, made and entered into this 25th day of August in the year one thousand nine hundred and Sixty by and between H. L. Rosamond, and Edith S. Rosamond, his wife

of Greenville, South Carolina hereinafter called "LESSOR," and THE AMERICAN OIL COMPANY, a corporation duly organized under the laws of the State of Maryland, hereinafter called "LESSEE";

WITNESSETH:

1. That LESSOR has leased, let, demised and by these presents does lease, let and demise unto LESSEE, its successors, sublessees and assigns, the property situate in the County of Greenville, State of South Carolina

and more particularly described, as follows:

BEGIN at the intersection of the Southerly right-of-way line of S. C. Hwy. #250 and the center line of Staunton Bridge Road; thence proceed along the Southerly right-of-way line of S. C. Hwy. #250 in a Southeasterly direction a distance of 340 feet, plus or minus, to the POINT OF BEGINNING of the property herein described; thence continue along the Southerly right-of-way line of S. C. Hwy. #250, S. 41° 55' E. a distance of 174.75 feet to a point; thence S. 23° 00' W. a distance of 195.5 feet to a point; thence N. 42° 03' W. a distance of 231.2 feet to a point; thence N. 39° 37' E. a distance of 179.6 feet to the POINT OF BEGINNING of the property herein described, and being a portion of the pieces, parcels or lots of land conveyed from J. S. Machen to R. A. Smith and Lois M. Smith by deed dated March 28, 1942, and recorded in the Office of R.M.C., Greenville County, in Book 243, at Page 318; and by deed dated March 18, 1947, and recorded in the Office of R.M.C., Greenville County, in Book 309, at Page 325.

*Edw*

(as shown outlined in red on the plat attached hereto and made a part hereof).

TOGETHER WITH all buildings, improvements and equipment thereon or in connection therewith; and together with all rights, alleys, rights-of-way, easements, appurtenances thereunto belonging or in anywise appertaining; and together with all LESSOR'S right, title and interest in and to all sidewalks, pavements, curbs, alleys, streets and highways, abutting the demised premises or thereunto belonging.

2. TO HOLD the aforesaid premises unto LESSEE, its successors, sublessees and assigns, for the term of Ten (10) years beginning on the 1st day of March 1961, and ending on the 28th day of February, 1971, hereinafter called "the original term."

*Handwritten initials and date*

In the event the improvements contemplated herein are not completed and possession thereof is not delivered to LESSEE, ready for operation, together with all of the licenses and permits required herein on the date stated above for the beginning of the original term, the original term of the lease shall automatically be extended by the number of days and months intervening between the beginning date of the term as stated above and the actual completion and delivery of the said improvements and completed service station to LESSEE.

3. LESSEE shall pay the following rent to LESSOR on the following terms and conditions:

The sum of Two Hundred Sixty Five Dollars (\$265.00) per month, payable on the first day of each month, in advance,

*Handwritten initials and date*

it being agreed, however, that said rent shall not commence nor shall it accrue until such time as LESSOR shall have erected and finally completed a gasoline service station on the demised premises, as hereinafter provided, and LESSEE shall have accepted actual possession thereof, by written notice, to LESSOR.

4. LESSEE shall have the following options to renew and extend this lease at the rent hereinafter mentioned, viz.:

(a) An option to renew and extend this lease for a further term of five (5) years next succeeding the term of this lease, at a rent during such renewal term of the sum of Two Hundred Eighty Five Dollars (\$285.00) per month, payable on the first day of each month, in advance

(b) A further option to renew and extend this lease for a further term of five (5) years next succeeding the expiration of the first renewal period above mentioned, at a rent during such second renewal term of the sum of Three Hundred Dollars (\$300.00) per month, payable on the first day of each month, in advance.

(c) A further option to renew and extend this lease for a further term of five (5) years next succeeding the expiration of the second renewal period above mentioned, at a rent during such third renewal term of the sum of Three Hundred Twenty Five Dollars (\$325.00) per month, payable on the first day of each month, in advance.

*Handwritten initials and date*

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For Plat See Deed Book 666, page 242