

LEASE
AGREEMENT dated the 29th day of August, 1931, by and between
R. L. Lindsey,
Travelers Rest, S. C., having a place of business at Houston,
and THE TEXAS COMPANY (Lessor), a corporation of Delaware, having a place of business at Houston,
Texas.
(1) —Premises Leased. Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the City of Greenville, R.H.D.
County of Greenville State of S.C., described as follows:

Beginning at an iron pin 6/10 of a mile east of the intersection of the Highland and Gowenville Road and running East, along the south side of the Gowenville Road, 100 feet to a point, thence South 100 feet to a point, thence West 100 feet to a point, thence North 100 feet to the point of beginning.
Property bound on the West, South and East by the property of R. L. Lindsey and on the North by the Gowenville Road.

Form L HAD E AND TO HOLD for the term of Five, years from and after the termination of this lease at the end of the first year or any amendment year upon thirty (30) days' written notice from lessor to lessee, provided, however, that the lessee at its option may terminate this agreement at any time upon ten (10) days' written notice in event of the cancellation or termination in any manner of that certain commission agency agreement between The Texas Co. and R. L. Lindsey dated August 21, 1931, or any agreement supplementary thereto or in lieu thereof, either with the aforesaid R. L. Lindsey or any other commission agent the lessee might appoint.

(2) —Rental. Lessee agrees to pay the following rent for said premises:

A sum equal to one-cent (1¢) for each gallon of lessee's gasoline sold from said premises each month during the term hereof, payable on the 10th day of each month next following the month for which payment is made.

and agrees that, if any installment thereof shall be due and unpaid for ten (10) days after written notice of such default has been delivered to the Sales Manager of lessor at Houston, Texas, lessor and then have the right to terminate the lease at thirty (30) days' notice to lessee, and to print same as and when necessary to maintain the structure and premises and improvements in good repair during the term of this lease. In the event of any failure of lessor to do so, lessor may, at its election either terminate the lease or thirty (30) days' notice to lessor, or make the necessary repairs, at the expense of lessor, and have the right to immediately re-enter the premises and repossess the same during the time the premises are undergoing repairs, the use thereof by lessee materially interfering with the use of the premises during such period shall be abated.

(3) —Removal of Property. Lessee shall have the right at any time during the continuance of this lease or within thirty (30) days after its termination or sever and remove all fixtures, equipment and other property of lessor placed on or in said premises by lessor during the term of this or any previous lease, or any extension or renewal thereof.

(4) —Assignment of Premises. Should the structure or said premises be destroyed by fire or storm, or should lessor for any reason be prevented from continuing or continuing the business of distributing petroleum products, or should said business for any reason in lessor's judgment become unduly burdensome, lessor may terminate this lease upon giving ninety (90) days' written notice, in which event the rental obligation shall be prorated to the date of such termination.

(5) —Termination in Title. Lessor covenants that he is well seized of said premises, has good right to lease the same, and warrants and agrees to defend the title thereto and to remove and hold lessee indemnified from all damages and expenses which lessor may suffer by reason of any restriction, encumbrance or defect in the title.

(6) —Taxes and Encumbrances. Lessor agrees to pay all taxes, assessments and obligations which are or may become a lien on the demised premises and improvements as they become due. If lessor should fail to do so, lessee shall have the right under such payment for the account of lessor, a sum equal to one-half to all the rights of the holder of such lien, and in addition thereto shall have the right to apply accruing rentals and maintenance of such obligations as a credit in payment of a deficiency of any such lien and the cost of said premises and improvements shall have the right to buy in said premises and improvements for its own account.

(7) —Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors or assigns.

IN WITNESS WHEREOF lessor and lessee have hereunto subscribed their names the day and year first above written.

Witness: S. L. Styles.

Witness: E. L. Harris.

B. L. Lindsey, (SEAL)

THE TEXAS COMPANY (Lessor)

By E. E. Dathner.

STATE OF SOUTH CAROLINA,

County of Greenville,

Personally appeared before me

S. L. Styles,

and made oath that he saw the within named

R. L. Lindsey,

his

act and deed deliver

Instrument

that he was

E. L. Harris,

witnessed the execution thereof.

Swear to before me this

29th

August

A. D. 1931

F. M. Gifford

(L.S.)

Notary Public in and for Greenville County, S.C. or the State of

My commission expires at the pleasure of the Governor B. Parratt

Form B. E. Dowdy

Approved:

Recorded November 5th

1931

at 8:00 o'clock A.M.

LEASE
AGREEMENT dated the 28th day of October, 1931, by and between
D. N. Johnson,
Travelers Rest, S. C., RFD
and THE TEXAS COMPANY (Lessee), a corporation of Delaware, having a place of business at Houston, Texas.
(1) —Premises Leased. Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the City of Travelers Rest, RFD.
County of Greenville State of S.C., described as follows:

Beginning at an iron pin ten miles North of the Travelers Rest, S. C., Post Office on the Buncombe Road, U. S., Highway #25, and running North along the east side of the road 100 feet to a point, thence East 100 feet to a point, thence South 100 feet to a point, thence West 100 feet to the point of beginning.

Property bound on the North, East and South by property of D. N. Johnson and on the West by U. S. Highway # 25.

(2) —Term. TO HAVE AND TO HOLD for the term of one, years from and after the termination of this lease at the end of the first year or any subsequent year upon thirty (30) days' written notice from lessor to lessee, provided, however, that the lessee at its option may terminate this agreement any time upon ten (10) days' written notice in event of the cancellation or termination in any manner of that certain commission agency agreement between The Texas Co. and D. N. Johnson dated August 21, 1931, or any agreement supplementary thereto or in lieu thereof, either with the aforesaid D. N. Johnson or any other commission agent the lessee might appoint.

(3) —Rental. Lessee agrees to pay the following rent for said premises:

A sum equal to one-cent (1¢) for each gallon of lessee's gasoline sold from said premises each month during the term hereof, payable on the 10th day of each month next following the month for which payment is made.

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and agree that, if any installment thereof shall be due and unpaid for ten (10) days after written notice of such default has been delivered to the Sales Manager of lessee at Houston, Texas, lessor shall then have the right to terminate this lease on thirty (30) days' notice to lessee, and to print same as and when necessary to maintain the structure and premises and improvements in good repair during the term of this lease. In the event of any failure of lessor to do so, lessor may, at its election either terminate the lease or thirty (30) days' notice to lessor, or make the necessary repairs, at the expense of lessor, and have the right to immediately re-enter the premises and repossess the same during the time the premises are undergoing repairs, the use thereof by lessee materially interfering with the use of the premises during such period shall be abated.

(4) —Maintenance. Lessor agrees to maintain said premises and improvements in good repair during the term of this lease, in the event of any failure to do so, lessor may, at its election either terminate the lease on thirty (30) days' notice to lessor, or make the necessary repairs, at the expense of lessor, and have the right to immediately re-enter the premises and repossess the same during the time the premises are undergoing repairs, the use thereof by lessee materially interfering with the use of the premises during such period shall be abated.

(5) —Removal of Property. Lessee shall have the right at any time during the continuance of this lease or within thirty (30) days after its termination to sever and remove all fixtures, equipment and other property of lessor placed on or in said premises by lessor during the term of this or any previous lease, or any extension or renewal thereof.

(6) —Lessee's Right of Termination. Should the structure on said premises be destroyed by fire or storm, or should lessor for any reason be prevented from continuing or continuing the business of distributing petroleum products, or should said business for any reason in lessor's judgment become unduly burdensome, lessor may terminate this lease upon giving ninety (90) days' written notice, in which event the rental obligation shall be prorated to the date of such termination.

(7) —Damages for Defect in Title. Lessor covenants that he is well seized of said premises, has good right to lease the same, and warrants and agrees to defend the title thereto and to remove and hold lessee indemnified from all damages and expenses which lessor may suffer by reason of any restriction, encumbrance or defect in the title.

(8) —Taxes and Encumbrances. Lessor agrees to pay all taxes, assessments and obligations which are or may become a lien on the demised premises and improvements as they become due. If lessor should fail to do so, lessee shall have the right either to make such payment for the account of lessor, in which event it shall be subrogated to all the rights of the holder of such lien, and in addition thereto shall have the right to apply accruing rentals in satisfaction of such obligations; or lessee, in the event of a foreclosure of any such lien and the sale of said demised premises and improvements, shall have the right to buy in said premises and improvements for its own account.

(9) —Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors or assigns.

IN WITNESS WHEREOF lessor and lessee have hereunto subscribed their names the day and year first above written.

Witness: D. N. Johnson, Jr.

Witness: R. L. Harris.

D. N. Johnson, (SEAL)

THE TEXAS COMPANY (Lessee)

By E. E. Dathner.

(Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA,

County of Greenville,

Personally appeared before me

D. N. Johnson, Jr., (witness) who being duly sworn says that he saw

the foregoing instrument within named

D. N. Johnson,

sign, seal and as

his

act and deed, deliver the foregoing instrument for the purpose therein

signed and as

mentioned and that he with R. L. Harris, (witness).

witnessed the execution thereof.

Swear to before me this

28th

October

A. D. 1931

F. M. Gifford

(L.S.)

Notary Public for South Carolina, or the State of

C. B. Barrett

Description C. B. Barrett

Form X

Approved below.

X

This agreement not binding on THE TEXAS COMPANY unless and until approved in writing by its Sales Manager or Assistant Sales Manager by signature below.

Approved:

X

Recorded January 14th 1932, at 2:30 o'clock P.M.

END OF Doc.

END OF Doc.