TITLE TO REAL ESTATE

LEASE

wais Indenture made this 28th day of August, 1954 by and between J. C. Clevenger of _____first party, and Greenville Petroleum Co.Inc., second party,

WIT NESSETH:

That in consideration of the covenants and agreements of the second party hereinafter set forth, said first party hereby leases to said second party the following described premises, situated in the County of Greenville and State of South Carolina, Service Station and property located between Greenville and maylors S. C. on

State Highway #29 together with all equipment there on or connected therewith, and now owned (leased) and operated by said first party as a filling station, from the 1st day of September, 1934 to the day of Sept. ist, 1939, at a monthly rental of a sum equal to \$12.00 per mo. payable on the 15 day of each month during the term, except that the rental for the first month of the term shall be paid on the tenth day of the following month, check delivered or mailed to first party, his personal representative or assigns at No. unless and until first party shall have State notified second party in writing to pay said rent at a different address. Second party reserves the right to terminate this lease at any time after the the expiration of one year from the date here of by giving to first party 30 days written notice of its intention to so terminate said lease. Second party may credit said rent against any sums owing by first party to it, and notice of such credit shall constitute payment hereunder Second party will use its best efforts to increase the sale of gasoline at said premises

In consideration of the foregoing, first party nereby sets over and assigns unto second party, first party's licenses; consents and permits to maintain and operate a gascline filling station on the above described premises, such assignment to be effective only during the term of this lease, and all renewals and extensions thereof.

And said first party further covenants and agrees as follows:

- 1. That during the term of said lease he will pay all general and special taxes and assessments that may be levied or assessed against said premises and/or property owned by him located thereon.
- 2. That all buildings, structures, tanks, pumps, greasing racks and other equipment placed upon the premises by second party or by third persons acting under arrangement with second party, whether or not embedded in the soil or affixed to the realty, shall remain the sole property of second party and at the expiration of this lease by lapse of time or otherwise, said second party shall have and is hereby given the right at any time, within thirty (30) days after such termination, to enter upon and remove from said premises, any equipment by it at any time placed thereon.
- 3. In the event that party of the first part is not owner of the premises hereby leased and shall hereafter default in the payment of rent to the owner, first party hereby consents that party of the second part may, at its option, pay such rent, and upon such payment, be subrogated to all the rights of first party under such lease. But nothing herein shall be construed as obligating second party to pay such rent or other charge on account of such original lease or other instrument of title.

In witness whereof the parties hereto have caused the due exedution of this agreement this 30th day of August, 1934.

Laura A. Stinespring. H. W. Stinespring.

J. C. Clevenger. (SEAL)

Cellie Clevenger.

State of South Carolina,

G. L. Black. Petrotemolo Inc.

Breenville Felrottumes By R. F. mitchell, area. S.C.Stamps \$0.32 County of Greenville. Personally appeared before me H. W. Stinespring and made oath that he saw the within named J. C. & Callie Clevenger sign, seal and as their act and deed deliver the within instrument, and that he with Laura A. Stinespring witnessed the execution thereof

Sworn to before me this 24 day of October, A. D. 1935

Ollie Fernsworth (SEAL)

H. W. Stinespring.

Notary Public S. C.

Consent of Owner.

The undersigned, owner in fee simple of the premises described in the within lease, hereby consents thereto and agrees with said Greenville Petroleum Co., that it may enter the hereinabove demised premises and remove therefrom any and all pumps, tanks and equipment placed thereon by the said Greenville Petroleum Co. and for the Atlantic Refining Co. at any time within thirty (50) days after the expiration or prior termination of the undersigned's lease with the aforesaid party of the first part. The undersigned further agrees that if the said party of the first part shall default in the payment of the rent reserved in his lease with the undersigned, the said may, at its option, pay said rent and will thereupon succeed to the rights of the said carty of the first part in the demised premises to the same extent as if the said party of the first part had assigned his lease to the said ______ Dates: ______ witness: H. W. Stinespring. __J._C._Clevenger____(SEAL)__ Recorded this the 24th day of October, 1935, at 10:30 (Stall)