AGREEMENT made this 21st day of William B. Ducker by and between

Street, Buncombe Road

State of South Carolina hereinafter called "Lessor", and Esso Standard Oil Company

min . I sere having an office at Columbia, South Carolina,

hereinafter called "Lessee".

WITNESSETH: That Lessor does hereby demise and lease unto Lessee, and Lessee ag take all that lot, piece or parcel of land situate in the Town or City of the Greenvillie

Greenville

LOCATION DESCRIP-TION

described as follows: All those pieces, parcels or lots of land in the above County and S on the South side of Buncombe Road being designated as lots Nos. 4, 5, 6 8 on a Plat of property of MARSMEN, Inc., made by Dalton & Neves, May 1911,

., County of

recorded in the R.M.C. Office for Greenville County, in Plat Book MO", page and having according to said Plat, the following metes and bounds to

Beginning on the south side of Buncombe Road at joint corners of lots 8 and 9 and running thence with line of lot 8, S, 27-24-W., 200 feet and to an iron pin in line of lot No. 3; thence with line of lot # 3, 10 000000 S. 62-53E, 125 feet to an income pin in line of lot No. 3 and corner of lot No. 4; thence with line of lot No. 4, N. 27-24 E., 200 feet to an iron pin on the south side of Buncombe Road; thence with Buncombe Road N. 62-53W. 125 feet to an iron pin, the beginning corner.





















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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.

PERIOD

To hold the premises hereby demised unto Lessee for Five (5) years, beginning on day of November , 19 48, and ending on the 31st. or our the October , 19 53, on the following terms and conditions: day of

RENTAL

(1) Lessee shall pay the following rent:

An amount equivalent to one cent (1¢) for each gallon of gasoline and other motor fuels sold during the month or fraction thereof at saidpremises by lessee, 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 Fifty Dollars (\$50.00) nor more than One Hundred Fifty Dollars (\$150.00) for each successive monthly period hereof. Lessee shall keep such records as will accurately show the number of gallons

of gasoline and other motor fuels sold at the demised premisex 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.

During the Option peridd, the rental shall be the same as above provided that said

RENEWAL

rental shall in no event be less than \$65.00 nor more than \$150.00 for each successive monthly period thereof enewing this lease for Five (5) additional additional contracts and the successive monthly period thereof enewing this lease for Five (5) additional contracts and the successive monthly period thereof enewing this lease for Five (5). 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 exer-

TITLE

cise such renewal privilege. (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

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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.

Cancelled and B. Davis chaefer B. Kendrick