0

9

STATE OF SOUTH CAROLINA 26 10 in AM

LEASE AGREEMENT

COUNTY OF GREENVILLE

OLLIE FARNSWORTH

R.M.C.

THIS AGREEMENT, made and entered into this day of December, 1956,

by and between Inez H. Sutton of Greenville County, State of South Carolina,

hereinafter referred to as Lessor, and Greenville Petroleum Company, Inc., a

Corporation chartered under the laws of the State of South Carolina, hereinafter

referred to as Lessee.

## WITNESSETH:

That the Lessor, for an in consideration of the agreements and covenants hereinafter mentioned, to be performed by the Lessee, does hereby demise, lease and rent to the Lessee, its Successors and Assigns, for the period of time hereinafter set forth, the following described property:

All that parcel of land located at 516 Bramlett Road (being approximately square in shape with each side approximately 150 feet in length) now known as Hack Williams Service Station, County of Greenville, City of Greenville, State of South Carolina.

TOGETHER with all the rights, privileges and appurtenances thereunto belonging, TO HAVE AND TO HOLD the same for and during the period of Five (5) years from the first day of January, 1957.

IN CONSIDERATION WHEREOF, it is mutually agreed between Lessor and Lessee as follows:

- 1. Lessee agreed to pay to the Lessor, as rental for said property, the sum of One Hundred (\$100.00) Dollars per month, payable on or before the 15th day of each month during the term of this lease.
- 2. Lessee agrees to maintain the filling station located on the above described premises in a proper state of repair and, upon termination of this Lease to surrender the building (if option to purchase is not exercised) to Lessor in same condition as it is in at the date of this lease, normal wear and tear excepted, provided, however, Lessor agrees to remedy any structural defects in the building, at her own expense, which might occur or become apparent during the term of this lease or any renewal thereof, (structual defects are to include damages to walls, floors, roof, or supports due to any cause).
- 3. Lessor agrees to pay all taxes and assessments which may be made against said property.
- Lessor agrees to obtain and pay for adequate fire and wind storm insurance on said property so that, in the event of the destruction of the improvements on said property by fire or other casualty, Lessor will have adequate funds with which to rebuild the improvements now located thereon.
- 5. In the event of damage to, or destruction of the building on said premises by fire, tornado or other casualty, during the term of this lease, the Lessor agrees promptly to repair or rebuild said improvements thereon, and if the Lessor fails to commence the necessary repairs or rebuilding within fifteen days after such damage or destruction occurs, the Lessoe may, at its option, do the necessary work and charge the cost of same to the Lessor's account. In the event of damage to said property by fire or other casualty the rent shall abate until the repair or work of rebuilding the improvements is completed, at which time Lessee shall take possession of the improvements and pay the pro-rate portion of the rent for the current menth, thereafter paying rental on the 15th day of each month as herein provided.

