

THIS AGREEMENT AND LEASE, made and entered into this

day of October

in the year one thousand nine hundred and

Fifty-eight

by and between McCorkle Oil Company,

a South Carolina Corporation

Post Office Box 419, Greenville, S. C. 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, mm sublessees and assigns, the property situate in County of Greenville, State of South Carolina

and more particularly described, as follows: BEGINNING at a point in the Southern right-of-way line of S. C. Highway #291, said point being South 66 Deg. 06 Min. West a distance of Fifty (50.0) feet from the Northwest corner of property of Wm. R. Timmons, Jr. and W. T. Patrick as shown on PLAT SHOWING A PORTION OF THE HAROLD JOHNSON PROPERTY, made September, 1958, by R. K. Cambell, Registered Land Surveyor, and running thence South 66 Deg. 06 Min. West along said right-of-way line of S. C. Highway #291 a distance of One hundred fifty (150.0) feet to an iron pin; thence South 23 Deg. 54 Min. East a distance of One hundred fifty (150.0) feet to a point; thence North 61 Deg. 50 Min. East a distance of One hundred forty (140.0) feet to a point; thence North 19 Deg. 39 Min. West a distance of One hundred forty (140.0) feet to the point of BEGINNING; and being a portion of the property conveyed by Henry K. Townes, et al to Harold Johnson by Deed dated December 1, 1943 and recorded in Deed Book 259, Page 241 in the Office of the Register of Mesne Conveyance for Greenville County, S. C.

(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

Om Ten (10) Years

beginning on the

KVIC 19 59, and ending on the 30th

day of

, 1969, hereinafter called "the

3. LESSEE shall pay the following rent to LESSOR on the following terms and conditions: The sum of Two By the Hundred Twenty-Five Dollars (\$225.00) per month, payable on the first day of each month, in advance.

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 Emporthis lease, at a rent during such renewal term of the same rental as stipulated for the original term

(b) A further option to renew and extend this lease for a further term of Five (5) years next succeeding the SMM expiration of the first renewal period above mentioned, at a rent during such second renewal term of The sum of Two Hundred Fifty Dollars (\$250.00) per month, payable on the first day of cook in advance. (b) A further option to renew and extend this lease for a further term of Five (5) years next succeeding the

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 Two M Hundred Seventy-Five Dollars (\$275.00) per month, payable on the first day of each month, in advance.

(Continued on next page)

EATISHED AND CANCELLED OF RECORD DAY OF R. M. C. FOR GREENVILLE COUNTY, S. C. :/3 O'CLOCK Q M. NO.

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