Outside Town)

REV. 1-2-62

LEASE TO COMPANY

**11511** j5:

South Carolina

State

AGREEMENT made this 10th day of October , 19 68 by and between James 0. Cagle and Mamie B. Cagle , his wife, of 101 Keys Avenue Street; Columbia , hereinafter called "Lessor", and HUMBLE OIL & REFINING COMPANY, a Delaware corporation, having an office at 1600 Woodlawn Road

hereinafter called "Lessee".

City or Town

County

Greenville

Charlotte, North Carolina

more fully described as follows:

privileges thereunto belonging.

WITNESSETH: That Lessor does hereby demise and lease unto Lessee, and Lessee agrees to take all that lot, piece or parcel of land situate in

All that certain piece, parcel or lot of land situate, lying and being at the western corner of the intersection of Mauldin Road with South Carolina Highway

291 in the County of Greenville, State of South Carolina, and as shown on plat of survey prepared for Humble Oil & Refining Company by Webb Surveying and

Mapping Company dated July 30, 1968, is more fully described as follows: beginning at an "X" in the sidewalk at the northwestern intersection of South

Carolina Highway 291 and Mauldin Road and running thence along the northern right-of-way of South Carolina Highway 291 S 19 - 43 W One Hundred Seven and

nine-tenths (107.9') feet; thence S 16-53 W Ninety-two and one-tenth (92.1')
feet to an iron pipe; thence leaving South Carolina Highway 291 N 48 - 04 W
Three Hundred Seven (307') feet; thence N 66 - 28 E Two Hundred (200') feet to
an iron pipe on Mauldin Road; thence along the western right-of-way of Mauldin
Road S 47 - 13 E Seventy-three and seven-tenths (73.7') feet; thence S 50 - 00 E

Address (Highway, if Rural)

(Township— Inside Town

LOCATION

DESCRIP-TION







• Seventy and five-tenths (70.5) feet to the point of beginning.

PERIOD

To hold the premises hereby demised unto Lessee for Twenty (20) years, beginning on the lst day of October., 1968, and ending on the 30th day of September, 1988, on the following terms and conditions:

(1) Lessee shall pay the following rent:

together with all rights of way, easements, driveways and pavement, curb and street front

RENTAL



• For the 1st 10 year period \$130 per month payable 1st day of each month
• The next 5 year period \$165 per month payable 1st day of each month
• The remaining 5 year period \$210 per month payable 1st day of each month

\* First 5 year renewal if exercised \$420 per month payable 1st day of each month \* Second 5 year renewal if exercised \$620 per month payable 1st day of each month

RENEWAL

(2) Lessee shall have the option of renewing this lease for Two (2) additional periods of Five (5) years 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 exercise such renewal privilege.

TITLE

(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 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.

(Continued on next page)

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