

## TITLE TO REAL ESTATE

## LEASE TO COMPANY

AGREEMENT made this 10th day of February, 1947, by and between Henry Theodore of Street, Greenville, State of South Carolina, hereinafter called "Lessor", and Standard Oil Company of N. J., a Delaware corporation, having an office at Columbia, South Carolina hereinafter called "Lessee".

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 the Town or City of Greenville, County of Greenville, State of South Carolina more fully described as follows:

## LOCATION

DESCRIPTION Beginning at a stake on the Southeast corner of West McBee Avenue and Academy Street and running thence along said street in a southerly direction one hundred forty-five (145) feet more or less to an alley separating this lot from the Morgan and Austin Property thence easterwardly along said alley sixty-six and four tenths (66.4) feet more or less to a stake on corner of the Hill Property; thence northward along the Hill line one hundred forty-five (145) feet more or less to a stake on McBee Avenue; thence along said avenue westward fifty-two and eight tenths (52.8) feet more or less to the beginning corner. The above lot is shown as lot #1 of block 1 on sheet 58 of the Greenville City Block Book.

S. C. Stamps \$4.80

together with all rights of way, easements, driveways and pavement, curb and street front privileges thereunto belonging.

PERIOD To hold the premises demised unto Lessee for ten (10) years, beginning at noon on the 1st day of March, 1947, and ending on the 1st day of March, 1957, on the following terms and conditions:

RENTAL (1) Lessee shall pay the following rent:

An annual rent of Twelve Hundred Dollars (\$1200.00) in equal monthly installments of One Hundred Dollars (\$100.00) payable on the first day of each month in advance.

RENEWAL (2) Lessee shall have the option of renewing this lease for five (5) additional years, specifically from March 1st, 1957 to March 1st, 1962, at an annual rental of Eighteen Hundred Dollars (\$1800.00) in equal monthly installments of One Hundred and Fifty Dollars (\$150.00) payable on the first day of each month in advance, and all of said privileges of renewal shall be considered as having been exercised 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. Henry Theodore S.A.D. G.E.W.

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.

PERMITS AND ORDINANCES (4) Lessor agrees to secure from the proper authorities in Lessor's own name, with right of assignment, or in the name of Lessee or Lessee's nominee, the necessary licenses, consents and permits, satisfactory to Lessee, for the construction and operation on the premises of a drive-in gasoline service station for the storage, handling, advertising and sale of motor fuels, lubricants, other petroleum products and automobile accessories and for any and all business usually conducted in connection with gasoline service stations, and Lessor agrees to use his best efforts to secure such licenses, consents and permits as promptly as possible after the date hereof. Within a reasonable time after receipt of such licenses, consents and permits duly assigned, Lessee will erect and put into operation a gasoline service station on the premises.

No rent shall accrue or be payable hereunder until all the necessary licenses, consents and permits for the construction and operation of a drive-in gasoline service station for the storage, handling, advertising and sale of motor fuels, lubricants, other petroleum products and automobile accessories and for any and all business usually conducted in connection with gasoline service stations have been duly obtained, and in case they are not obtained within

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

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