

BOOK 645 PAGE 148



THIS AGREEMENT AND LEASE, made and entered into this 22nd day of October in the year one thousand nine hundred and Fifty Nine by and between Olive C. Mayfield and S. G. Mayfield, her husband of Woodruff, South Carolina 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, sublessees and assigns, the property situate in the County of Greenville, State of South Carolina

and more particularly described, as follows:

BEGINNING at the point which marks the intersection of the northerly right-of-way line of Cedar Lane Road (S.C. Hwy. #183) and the easterly right-of-way line of Alamo Street; proceed thence along the northerly right-of-way line of Cedar Lane Road (S.C. Hwy. #183) S. 79°55'E a distance of 104.0 feet to a point; thence proceed N. 9°45'E. a distance of 141.0 feet to a point; thence proceed N. 79°55'W. a distance of 104.0 feet to a point which lies on the easterly right-of-way line of Alamo Street; thence, proceed along the easterly right-of-way line of Alamo Street S. 9°45'W. a distance of 141.0 feet to the point of BEGINNING, and being a portion of the property conveyed by Connie Maxwell Children's Home, to Thelma Dennis Woodson, by deed dated September 16, 1958, and recorded in the R. M. C. Office for Greenville County, in Deed Book 607, Pages 451 and 452.

(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 Ten (10) Years beginning on the 1st day of June 19 60, and ending on the 31st day of May, 19 70, hereinafter called "the original term."

In the event the improvements contemplated herein are not completed and possession thereof is not delivered to LESSEE, ready for operation, together with all of the licenses and permits required herein on the date stated above for the beginning of the original term, the original term of the lease shall automatically be extended by the number of days and months intervening between the beginning date of the term as stated above and the actual completion and delivery of the said improvements and completed service station to LESSEE.

3. LESSEE shall pay the following rent to LESSOR on the following terms and conditions:

The sum of Two 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 this lease, at a rent during such renewal term of the same rental as stipulated for the original term hereof.

(b) A further option to renew and extend this lease for a further term of five (5) years next succeeding the expiration of the first renewal period above mentioned, at a rent during such second renewal term of the sum of Two Hundred Thirty Five Dollars (\$235.00) per month, payable on the first day of each month, 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 Hundred Fifty Dollars (\$250.00) per month, payable on the first day of each month, in advance.

(Continued on Next Page)

For Cancellation Agreement See Deed Book 737 Page 587.
 For Assignment of Rentals to Citizens + Southern National Bank See Deed Book 658 Page 587.

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