

## TITLE TO REAL ESTATE

LOCATION- McBEE AVENUE AND FALLS STREET, GREENVILLE, SOUTH CAROLINA.

Form 2175  
1,000  
9-15-39

THIS INDENTURE OF LEASE, in triplicate, made and entered into this 30th. day of August, A. D. 1940, by and between NORRIS BROTHERS, INC., a corporation, of Greenville, South Carolina,

party of the first part, Lessor ( whether one or more, and when referred to by pronoun the singular neuter gender will be used), and SINCLAIR REFINING COMPANY, a Maine corporation, authorized to transact business as a foreign corporation in the State of South Carolina, having its principal business office in New York, New York, and a District Office at 573 West Peachtree Street, Northeast, Atlanta, Georgia, party of the second part, Lessee:

W I T N E S S E T H

ARTICLE I.

PREMISES:

That Lessor, for and in consideration of the rents, covenants, and agreements herein-after mentioned, reserved, and conditioned, on the part of Lessee to be maintained, paid, kept and performed, has rented and leased and by these presents does hereby rent and lease unto Lessee the following described real estate, to-wit:

Taking as point of beginning the Southwest corner of the intersection of East McBee Avenue and Falls Street, in the City of Greenville, County of Greenville, State of South Carolina, and running in a Southernly direction along the West boundary of Falls Street a distance of One Hundred Forty (140) feet; thence at right angles, and in a Westernly direction a distance of thirty-three (33) feet to a brick wall; thence at right angles, and in a Northernly direction, a distance of One Hundred Forty (140) feet, to the South boundary of East McBee Avenue; thence along this boundary and in an Easternly direction a distance of Thirty-three (33) feet to the point of beginning.

together with certain property of Lessor now located thereon or to be erected and installed thereon, as more specifically described and provided for in the Article hereinafter set forth, entitled " LESSOR'S IMPROVEMENTS."

ARTICLE II.

T E R M :

TO HAVE AND TO HOLD The above rented and leased real estate and property ( hereinafter referred to collectively as " premises"), and all rights, privileges and appurtenances thereunto belonging, together with all governmental permits and licenses ( if legally transferable), unto Lessee for and during the term of FIVE (5) YEARS, COMMENCING on the 1st. day of September, A. D., 1940, and terminating on the 31st. day of August, A. D., 1945.

ARTICLE III.

R E N T A L:

Lessee shall yield and pay as rental for said premises for and during the term of this lease the sum of ONE HUNDRED FIFTY AND 00/100 (\$150. 00) DOLLARS permonth, payable monthly in advance not later than the twentieth (20th) day of each and every month.

Unless and until otherwise directed by Lessor, said rentals may be paid by Lessee's check, draft or voucher, payable to the order of the Lessor, NORRIS BROTHERS, INC., and mailed to said designated Lessor at Lessor's address above shown, or to such other address as the Lessor to whom said rent is to be paid, from time to time hereafter designate in writing.

If at any time during the term hereof Lessor, or, if there be more than one, any Lessor, shall be indebted to Lessee on any account, whatsoever, it is agreed that Lessee shall have the right to apply any accruing rental on said unpaid indebtedness, and that any amount so applied shall constitute rental payment hereunder.

ARTICLE IV.

P E R M I T S:

Lessor shall furnish, at its sole cost and expense, the necessary consents and permits, (hereinafter referred to collectively as "permits") required by any governmental authority for the construction and installation of the desired buildings, structures, and improvements, including driveways and approaches over the sidewalks, parkways and curbing, and for the installation and maintenance of tanks, pumps, signboards, light posts and lighting facilities, including illuminated signs, and other equipment and appliances for operating and conducting upon said premises a gasoline and oil filling and service station, including the greasing and servicing of automobiles, the making of minor replacements and repairs, the parking of automobiles for hire, and for the marketing of automobile tires, accessories, and other merchandise; all, or one or more, branches thereof being the business which Lessee proposes to conduct or cause to be conducted on said premises; Lessee reserving, however, the right to conduct or cause to be conducted thereon any lawful business.

In the event Lessor shall be unable to furnish said permits within thirty (30) days from the date hereof, Lessee shall have the option of cancelling and terminating this lease by notice to such effect to Lessor; and, in the event this lease is so terminated, Lessee shall not be liable to Lessor on account of any covenants or obligations herein contained.

ARTICLE V.

IMPROVEMENTS BY LESSEE:

Lessee shall have the right to erect, install, maintain, and operate on said premises such buildings, structures, improvements, equipment, fixtures ( trade or otherwise) and