

JAN 24 1953



FILED  
GREENVILLE CO. S. C.

BOOK 471 PAGE 15

LEASE TO COMPANY

\* AGREEMENT made this 24 ~~JAN~~ <sup>JAN</sup> 24 11 27 AM 1953 day of January, 19 53,  
 \* by and between Otis Pickelsimer and  
 \* OP OLLIE FARKSWORTH, his wife, of  
 \* Route #3, Courtland Dr. Street, Greenville,  
 \* State of South Carolina, hereinafter called "Lessor", and  
 \* Esso Standard Oil Company, 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,

LOCATION

more fully described as follows:

DESCRIPTION

\* All those pieces, parcels or lots of land in the above county and state  
 \* located on the south side of Buncombe Road being designated as lots Nos.  
 \* 4, 5, 6, 7 and 8 on a Plat of Property of Marsmen, Inc., made by Dalton  
 \* & Neves, May 1944, recorded in the R. M. C. Office for Greenville County,  
 \* in Plat Book "0" page 7, and having according to said plat, the following  
 \* metes and bounds, to wit:

\* Beginning on the south side of Buncombe Road at joint corners of lots  
 \* 8 and 9 and running thence with line of lot 8, S, 27-24-W., 200 feet  
 \* to an iron pin in line of lot No. 3; thence with line of lot #3, S  
 \* 62-53-E, 125 feet to an iron pin in line of lot No. 3 and corner of  
 \* lot No. 4; thence with line of lot No. 4, N. 27-24 E., 200 feet to an  
 \* iron pin on the south side of Buncombe Road; thence with Buncombe Road  
 \* N 62-53 W. 125 feet to an iron pin, the beginning corner.



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together with all rights of way, easements, driveways and pavement, curb and street front  
 privileges thereunto belonging and together with all the buildings, improvements and equipment  
 thereon or connected therewith, including the property listed under Schedule "A" hereto annexed.

PERIOD

\* TO HOLD the premises hereby demised unto Lessee for Ten (10) years, beginning <sup>at noon</sup>  
 \* the 1st day of February, 1953, and ending <sup>at noon</sup> on the 1st  
 \* day of February, 1963, on the following terms and conditions:

RENTAL

(1) Lessee shall pay the following rent:  
 \* An amount equivalent to One (1¢) for each gallon of gasoline and other  
 \* motor fuels sold during the month or fraction thereof at said premises by  
 \* Lessee or its sublessees or assigns, said rental to be payable on or before  
 \* the 15th day of the month following the month in which the rental is earned;  
 \* provided that said rental shall in no event be less than Eighty Seven Dollars  
 \* (\$87.00) for each successive monthly period hereof. Lessee shall keep, or  
 \* cause to be kept, such records as will accurately show the number of gallons  
 \* of gasoline and other motor fuels sold at the demised premises and will permit  
 \* Lessor to inspect such records at any time and from time to time during his  
 \* business hours when Lessor desires so to do.

RENEWAL

(2) Lessee shall have the option of renewing this lease for Five (5) additional  
 periods of one (1) year 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.

TICKLER  
CARDS  
JACKET

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