

LEASE AGREEMENT dated the 28th day of August 1930, by and between D. N. Johnson, Travelers Rest, S. C., R. F. D. #3. and THE TEXAS COMPANY (Lessee): a corporation of Delaware, having a place of business at Houston, Texas. Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the City of Travelers Rest, R. F. D. #3, County of Greenville, State of S. C., described as follows:

Beginning at an iron pin ten miles North of the Travelers Rest, S. C. Post-Office on the Buncombe Road, U. S. Highway #26, and running North along the east side of road 100 feet to a point, thence East 100 feet to a point, thence South 100 feet to a point thence West 100 feet to the point of beginning. Property bound on the North, East and South by property of D. N. Johnson and on the West by U. S. Highway #26.

(2)—Term. TO HAVE AND TO HOLD for the term of One years from and after the 20th day of August 1930 but subject to termination by lessee at the end of the first year or any subsequent year upon thirty (30) days' written notice from lessee to lessor. provided however that the lessee, may at its option terminate this agreement any time upon ten (10) days prior written notice in the event of the cancellation or termination in any manner of that certain commission agency agreement between the parties hereto dated Aug. 20, 1930, or any agreement supplementary thereto or in lieu thereof.

(3)—Rental. Lessee agrees to pay the following rent for said premises: A sum equal to one-cent (1¢) for each gallon of lessee's gasoline sold from said premises each month during the term hereof, payable on the 10th day of each month next following the month for which payment is made.

and agrees that, if any installment thereof shall be due and unpaid for ten (10) days after written notice of such default has been delivered to the Sales Manager of lessee at Houston, Texas, lessor shall then have the right to terminate this lease on thirty (30) days' notice to lessee.

(4)—Maintenance. Lessor agrees to maintain said premises and improvements in good repair during the term of this lease. In the event of his failure to do so, lessee may, at its election either terminate the lease on thirty (30) days' notice to lessor, or make the necessary repairs, at the expense of lessor, and have the right to apply accruing rentals for the purpose of reimbursing itself. If, during the time the premises are undergoing repairs, the use thereof by lessee is materially interfered with, the rent accruing during such period shall be abated.

(5)—Removal of Property. Lessee shall have the right at any time during the continuance of this lease or within thirty (30) days after its termination to sever and remove all fixtures, equipment and other property of lessee placed on or in said premises by lessee during the term of this or any previous lease, or any extension or renewal thereof.

(6)—Lessee's Right of Termination. Should the structure on said premises be destroyed by fire or storm, or should lessee for any reason be prevented from establishing or continuing the business of distributing petroleum products on said premises, or should said business for any reason in lessee's judgment become unduly burdensome, lessee may terminate this lease upon giving ninety (90) days' written notice, in which event the rental obligation shall be prorated to the date of such termination.

(7)—Damages for Defect in Title. Lessor covenants that he is well seized of said premises, has good right to lease the same, and warrants and agrees to defend the title therein; and to reimburse and hold lessee harmless from all damages and expenses which lessee may suffer by reason of any restriction, encumbrance or defect in such title.

(8)—Taxes and Encumbrances. Lessor agrees to pay all taxes, assessments and obligations which are or may become a lien on the demised premises and improvements as they become due. If lessor should fail to do so, lessee shall have the right either to make such payment for the account of lessor, in which event it shall be subrogated to all the rights of the holder of such lien, and in addition thereto shall have the right to apply accruing rentals in satisfaction of such obligations; or lessee, in the event of a foreclosure of any such lien and the sale of said demised premises and improvements, shall have the right to buy in said premises and improvements for its own account.

(9)—Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors or assigns.

IN WITNESS WHEREOF lessor and lessee have hereunto subscribed their names the day and year first above written.

Witness: S. L. Styles D. N. Johnson (SEAL) (Lessor)
 Witness: R. L. Harris THE TEXAS COMPANY (Lessee)
 Attest: W. E. Leach By: W. E. Leach

(Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA, }
 County of Greenville, }
 Personally appeared before me S. L. Styles
 and made oath that he saw the within named D. N. Johnson
 sign, seal and as his act and deed, deliver the within written and
 that he with R. L. Harris witnessed the execution thereof.



Sworn to before me this 28th day of August A. D. 1930
F. M. Gifford, (L. S.) S. L. Styles
 Notary Public for South Carolina. My commission expires Pleasure of the Governor
 Approved as to Terms: F. E. Horton Description: F. E. Horton Form: F. E. Horton
 This agreement not binding on THE TEXAS COMPANY unless and until approved in writing by its Sales Manager or Assistant Sales Manager by signature below.
 Approved: x

Recorded October 11th 1930, at 2:00 o'clock P. M.

END OF Doc.

LEASE AGREEMENT dated the 28 day of August 1930, by and between Fred Kelley, Marietta, S. C., R. F. D. and THE TEXAS COMPANY (Lessee): a corporation of Delaware, having a place of business at Houston Texas. (1)—Premises Leased. Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the City of Marietta, R. F. D., County of Greenville, State of S. C., described as follows:

Beginning at an iron pin one and four tenths miles north of the intersection of the Gear Highway and the River Falls Road and running North along the west side of the River Falls road 100 feet to a point, thence West 100 feet to a point, thence South 100 feet to a point, thence East 100 feet to the point of beginning. Property bound on the North, South and West by the property of Fred Kelley and on the East by the River Falls Road.

(2)—Term. TO HAVE AND TO HOLD for the term of One years from and after the 20th day of August 1930 but subject to termination by lessee at the end of the first year or any subsequent year upon thirty (30) days' written notice from lessee to lessor. provided however that the lessee, at its option, may terminate this agreement any time upon ten (10) days prior written notice in the event of the cancellation or termination in any manner of that certain commission agency agreement between the parties hereto dated Aug. 20, 1930, or any agreement supplementary thereto or in lieu thereof.

(3)—Rental. Lessee agrees to pay the following rent for said premises: A sum equal to one-cent (1¢) for each gallon of lessee's gasoline sold from said premises each month during the term hereof, payable on the 10th day of each month next following the month for which payment is made.

and agrees that, if any installment thereof shall be due and unpaid for ten (10) days after written notice of such default has been delivered to the Sales Manager of lessee at Houston, Texas, lessor shall then have the right to terminate this lease on thirty (30) days' notice to lessee.

(4)—Maintenance. Lessor agrees to maintain said premises and improvements in good repair during the term of this lease. In the event of his failure to do so, lessee may, at its election either terminate the lease on thirty (30) days' notice to lessor, or make the necessary repairs, at the expense of lessor, and have the right to apply accruing rentals for the purpose of reimbursing itself. If, during the time the premises are undergoing repairs, the use thereof by lessee is materially interfered with, the rent accruing during such period shall be abated.

(5)—Removal of Property. Lessee shall have the right at any time during the continuance of this lease or within thirty (30) days after its termination to sever and remove all fixtures, equipment and other property of lessee placed on or in said premises by lessee during the term of this or any previous lease, or any extension or renewal thereof.

(6)—Lessee's Right of Termination. Should the structure on said premises be destroyed by fire or storm, or should lessee for any reason be prevented from establishing or continuing the business of distributing petroleum products on said premises, or should said business for any reason in lessee's judgment become unduly burdensome, lessee may terminate this lease upon giving ninety (90) days' written notice, in which event the rental obligation shall be prorated to the date of such termination.

(7)—Damages for Defect in Title. Lessor covenants that he is well seized of said premises, has good right to lease the same, and warrants and agrees to defend the title therein; and to reimburse and hold lessee harmless from all damages and expenses which lessee may suffer by reason of any restriction, encumbrance or defect in such title.

(8)—Taxes and Encumbrances. Lessor agrees to pay all taxes, assessments and obligations which are or may become a lien on the demised premises and improvements as they become due. If lessor should fail to do so, lessee shall have the right either to make such payment for the account of lessor, in which event it shall be subrogated to all the rights of the holder of such lien, and in addition thereto shall have the right to apply accruing rentals in satisfaction of such obligations; or lessee, in the event of a foreclosure of any such lien and the sale of said demised premises and improvements, shall have the right to buy in said premises and improvements for its own account.

(9)—Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors or assigns.

IN WITNESS WHEREOF lessor and lessee have hereunto subscribed their names the day and year first above written.

Witness: S. L. Styles Fred Kelley (SEAL) (Lessor)
 Witness: R. L. Harris THE TEXAS COMPANY (Lessee)
 Attest: W. E. Leach By: W. E. Leach

(Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA, }
 County of Greenville, }
 Personally appeared before me S. L. Styles
 and made oath that he saw the within named Fred Kelley
 sign, seal and as his act and deed, deliver the within written and
 that he with R. L. Harris witnessed the execution thereof.

Sworn to before me this 28th day of August A. D. 1930
F. M. Gifford, (L. S.) S. L. Styles
 Notary Public for South Carolina. My commission expires Pleasure of the Governor
 Approved as to Terms: F. E. Horton Description: F. E. Horton Form: F. T. Beam
 This agreement not binding on THE TEXAS COMPANY unless and until approved in writing by its Sales Manager or Assistant Sales Manager by signature below.
 Approved: _____

Recorded October 17th 1930, at 8:30 o'clock A. M.

END OF Doc.