

WALTON, STARR & CORRELL CO., CHICAGO, ILL. U.S. PAT. 2,112,279

AGREEMENT dated the 27th day of January, 1931, by and between  
W. L. Styles and THE TEXAS COMPANY (Lessee)  
 (1) Premises Leased. Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the City of Greenville, State of South Carolina, described as follows:

*Beginning at a point 111 feet East of the intersection of  
 Wade and Hubert Streets and running East, along the  
 North side of Hubert Street 30 feet to a point, thence  
 North 60 feet to a point, thence North 150 feet to a  
 point, thence South 60 feet to the point of beginning.  
 Property is bound on the West by property of Carl  
 Hunsicker, on the North and East by L. L. Edwards and on  
 the South by Hubert Street.*

(2) Term. TO HAVE AND TO HOLD for the term of one year from and after the 1st day of March, 1931, 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.  
*in no event shall this lease be terminated by the lessor without the consent of the Commission Agency Agreement between the parties hereto dated Jan. 29, 1931, a copy of which is attached hereto as 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 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 thereto; 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 H. B. Joubert  
H. L. Stephens THE TEXAS COMPANY (Lessee)  
 Attest: E. E. Dattner By: E. E. Dattner

(Acknowledgment by Lessor)  
 STATE OF SOUTH CAROLINA,  
 County of Greenville.  
 Personally appeared before me S. L. Styles  
 and made oath that he is the within named  
 sign, seal and as his act and deed, deliver the within written  
 that he with H. B. Joubert witnessed the execution thereof.  
 Sworn to before me this 27th day of January, A. D., 1931.  
W. L. Styles  
 Notary Public for South Carolina.  
 Approved as to Terms: W. L. Styles Description: as above Form: 1  
 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 Mar 19 1931 at 8:02 o'clock A.M.

END OF Doc.

WALTON, STARR & CORRELL CO., CHICAGO, ILL. U.S. PAT. 2,112,279

AGREEMENT dated the 23rd day of March, 1931, by and between  
Mr. G. F. Norris and THE TEXAS COMPANY (Lessee)  
 (1) Premises Leased. Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the City of Greenville, State of South Carolina, described as follows:

*Beginning on the Northwest corner at the intersection of West North and  
 Laurens Streets and running North, along the west side of Laurens Street, 50 feet to  
 a point, thence West 40 feet to a point, thence south 50 feet to a point, thence east  
 running along the north side of West North Street, 40 feet to the point of beginning.  
 Property is bound on the North and West by the property of A. F. McKissick and  
 G. F. Norris, on the South by West North Street and on the East by Laurens Street.*

(2) Term. TO HAVE AND TO HOLD for the term of Three years from and after the 1st day of April, 1931, 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 Texas Company and P. G. Parkins, Jr., dated August 20, 1930, or any agreement supplementary thereto or in lieu thereof.*

(3) Rental. Lessee agrees to pay the following rent for said premises:  
\$100.00 per month during the term of the lease. Provided however that no rental shall accrue or become due until the premises herein described have been turned over to the Lessee for conducting its business.

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 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 thereto; 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 G. F. Norris, (SEAL)  
R. L. Harris THE TEXAS COMPANY (Lessee)  
 Attest: E. E. Dattner By: E. E. Dattner

(Acknowledgment by Lessor)  
 STATE OF SOUTH CAROLINA,  
 County of Greenville.  
 Personally appeared before me S. L. Styles  
 and made oath that he is the within named G. F. Norris  
 sign, seal and as his act and deed, deliver the foregoing instrument, and  
 that he with R. L. Harris witnessed the execution thereof.  
 Sworn to before me this 23rd day of March, A. D., 1931.  
P. M. Gifford. S. L. Styles  
 Notary Public for South Carolina.  
 Approved as to Terms: E. E. Dattner Description: as above Form: 1  
 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 June 17th 1931 at 2:25 o'clock P.M.

END OF Doc.