

LEASE AGREEMENT dated the 7th day of November 1931, by and between T. C. Ramey and Elise Ramey, his wife, Greenville, South Carolina, having a place of business at Greenville, South Carolina, 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 Greenville, S. C., County of Greenville, State of South Carolina, described as follows:

Beginning at an iron pin 1/10 of a mile west of the Southwest intersection of Parker Road and Woodside Avenue and running West, along the south side of Parker Road, 50 feet to a point, thence South 50 feet to a point, thence East 50 feet to a point, thence North 50 feet to the point of beginning.

Property bound on the North by Parker Road, on the West and South by property of T. C. Ramey and on the East by property of W. R. Casen.

T. T. Co. File No. 19126.

(2)—Term. TO HAVE AND TO HOLD for the term of Five years from and after the Seventh day of November Nineteen Hundred XXXIX thirty one (Nov. 7, 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 at any time upon ten days' prior written notice in event of the cancellation or termination in any manner of that certain commission agency agreement between The Texas Co. and T. C. Ramey dated Nov. 7, 1931, or any agreement supplementary thereto or in lieu thereof, either with the aforesaid T. C. Ramey or any other commission agent the Lessee might appoint.

(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 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: R. L. Harris, Elise Ramey (SEAL) (Lessor)  
 Witness: J. E. Southerlin, THE TEXAS COMPANY (Lessee)  
 Attest: X By E. E. Dattner

(Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA, County of Greenville. Personally appeared before me R. L. Harris (witness) who being duly sworn says that he saw ~~the within named~~ T. C. Ramey and his wife Elise Ramey, sign, seal and as their act and deed, deliver the ~~XXXXXX foregoing instrument for the purpose~~ ~~XXXXXX therein mentioned~~ and that he with J. C. Southerlin, (witness) witnessed the execution thereof.

Sworn to before me this 7th day of November, A. D. 1931.  
 F. M. Gifford, Notary Public (S. C.)  
 My commission expires at the pleasure of the Governor.

Approved as to Description of the Property: Form B. E. Dandy.  
 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 January 14th 1932 at 2:30 o'clock P.M.

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LEASE AGREEMENT dated the 29th day of August 1931, by and between J. A. League, Travelers Rest, S. C. 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 Greenville, S. C., County of Greenville, State of South Carolina, described as follows:

Beginning at an iron pin ten feet south of the Travelers Rest, S. C. Post-Office and running South, along the east side of the Marietta Road, 75 feet to a point, thence East 75 feet to a point, thence North 75 feet to a point, thence West 75 feet to the point of beginning.

Property is bound on the South and East by property of J. A. League, on the North by the J. E. Watkins Estate, on which is located the Travelers Rest S. C., Post-Office, and on the West by the Marietta Road.

T. T. Co. File No. 18339

(2)—Term. TO HAVE AND TO HOLD for the term of Five years from and after the Twenty-first August Nineteen Hundred XXXIX thirty one (Aug. 21, 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 at any time upon ten days' prior written notice in event of the cancellation or termination in any manner of that certain commission agency agreement between The Texas Co., and J. A. League dated August 21, 1931, or any agreement supplementary thereto or in lieu thereof, either with the aforesaid J. A. League or any other commission agent the lessee might appoint.

(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. ~~From to point same as and when necessary~~

(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, J. A. League, (SEAL) (Lessor)  
 Witness: R. L. Harris, THE TEXAS COMPANY (Lessee)  
 Attest: X By E. E. Dattner

(Acknowledgment by Lessor)

STATE OF SOUTH CAROLINA, County of Greenville. Personally appeared before me S. L. Styles, (witness) who being duly sworn says ~~that he saw the within named~~ J. A. League, sign, seal and as his act and deed deliver the ~~XXXXXX foregoing instrument for the purpose~~ ~~XXXXXX therein mentioned~~ and that he with R. L. Harris (witness) witnessed the execution thereof.

Sworn to before me this 28th day of August, A. D. 1931.  
 F. M. Gifford, Notary Public (S. C.)  
 My commission expires at the pleasure of the Governor.

Approved as to Description of the Property: Form B. E. Dandy.  
 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 January 14th 1932 at 2:30 o'clock P.M.

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