

SERVICE-STATION-LEASE  
BUNCOMBE AND RUTHERFORD STS.,  
GREENVILLE, SOUTH CAROLINA.

(1) THIS INDENTURE OF LEASE, MADE AND entered into this <sup>12th</sup> day of April, A. D. 1927, by and between ALICE EUGENIA FREEMAN, of 1020 E. Worth Street, Greenville, South Carolina, party of the first part (hereinafter referred to as "Lessor") and SINCLAIR REFINING COMPANY a Maine Corporation authorized to transact business in the State of South Carolina, as a foreign corporation, having its principal business office at 45 Nassau Street, New York City, New York, and a District Office at 123 Walton Street, Atlanta Georgia, party of the second part (hereinafter referred to as "Lessee");

## WITNESSETH:

Lessor, for and in consideration of the rents hereinafter reserved, and of the covenants and agreements herein contained, on the part of Lessee to be kept, observed and performed has demised and leased, and by these presents does hereby demise and lease unto Lessee, its successors and assigns, the following described premises situate in Greenville, Greenville County, South Carolina, to wit:

BEGINNING at a point 1 foot from back of sidewalk on Buncombe Street and on a line with the northern side of the store known as 712 Buncombe Street, and running in an easterly direction along Buncombe and Rutherford Streets sixty-one (61) feet and ten (10) inches to a ten (10) foot alley; thence along the line of said alley in a southwesterly direction sixty-seven (67) feet and ten (10) inches; thence along a line parallel to a concrete

(2) wall, and approximately fifteen (15) feet from said wall fifty-one (51) feet and three (3) inches to the south line of the property owned by Mrs. Freeman; thence along said property line twenty-five (25) feet; thence along the south line of said store building, No. 712, twenty-two (22) feet and nine (9) inches; thence along the eastern side of said store building forty-one (41) feet and seven (7) inches to the point of BEGINNING.

together with the oil and gasoline filling and service station building, improvements and equipment located thereon.

(3) TO HAVE AND TO HOLD the Above demised and leased premises, and all rights, privileges and appurtenances thereunto belonging, unto Lessee, its successors and assigns, for and during the full term of Five (5) years (unless previously terminated as hereinafter provided), commencing on the First day of April, 1927.

(4) Lessee shall yield and pay as rental for said premises the sum of One Hundred & no/100 (\$100.00) Dollars per month, payable not later than the 10th day of the rental month. All rentals hereunder shall be paid in lawful money of the United States of America, and unless otherwise directed by Lessor, may be paid by check or draft, payable to the order of Alice Eugenia Freeman, and mailed to her at 1020 E. North Street, Greenville, South Carolina, or to such other party and or address as Lessor may hereafter designate.

(5) Lessor agrees to pay all general and special taxes and special taxes and special assessments levied and assessed, or to be levied and assessed, on said premises and on the improvements located thereon.

(6) Lessor covenants and agrees to and with Lessee, its successors and assigns, that, the rents and charges being paid in the manner and at the times herein provided, and the obligations on the part of Lessee being all and singular kept, fulfilled and performed, Lessee its successors and assigns, shall lawfully and peaceably have, hold and occupy the premises hereby leased during the term herein specified; and Lessor warrants and defends unto Lessee, against the lawful claims of all persons, whomsoever, the said premises hereby leased.

(7) Lessor agrees, at her own expense, to make such repairs to the buildings, structures and improvements herein leased as may be necessary for their safety and preservation, and to keep same in a tenantable condition suitable for the business purposes of Lessee.

(8) It is understood and agreed that if at any time during the term of this lease the use of said premises as a gasoline and oil filling and service station is prohibited, limited or restricted by City County or State authorities, or by decree of any Court, or for any other legal cause except on account of Lessee's fault or neglect; or if at any time during the term of this lease any portion of the premises herein leased be taken for the widening of either or both of the streets upon which said premises front, or for any other public improvement, and the remaining portion of said premises not so taken shall not be sufficient for Lessee to conduct its business thereon; Lessee shall have the option of terminating and cancelling this lease on and as of the date the right to maintain said station is so denied, or said premises are so taken; and in the event of termination and cancellation for any of the causes enumerated in this paragraph Lessee shall be liable only for the rentals accrued and earned to the date of surrender by Lessee to

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