

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

No Stamps

This agreement made and entered into at Greenville, South Carolina, this ___ day of April, 1941, by and between W. A. Batson, hereinafter called the lessor, and A. B. Batson, hereinafter called the lessee, Witnesseth:

The lessor hereby leases and the lessee hereby agrees to take all that certain parcel or lot of land in Eates Township, County and State aforesaid, on the East side of Buncombe Road, present U. S. Highway No. 25, about one-quarter of a mile North of Travelers Rest more particularly described as follows:

Beginning at a point on the East side of Buncombe Road at the northern extremity of the property of the within lessor, where said Buncombe Road intersects with an unnamed, and running thence along said unnamed street in an Easterly direction 150 feet to a stake; thence in a line parallel with Buncombe Road in a Southerly direction 100 feet to a stake; thence in a Westerly direction parallel with said unnamed street 150 feet more or less to a point on the East side of Buncombe Road; thence along said Buncombe Road in a Northerly direction 100 feet to the point of beginning.

To have and hold the premises hereby demised unto the lessee for one year from date hereof:

The lessee shall pay the following rent: An amount equivalent to one cent (1¢) for each gallon of gasoline and other motor fuels sold during the month or fraction thereof at said premise 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. 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 business hours when Lessor desires so to do.

The Lessee shall have the option of renewing this lease for ten additional periods of one year upon the same terms and conditions as herein set forth upon giving the lessor 30 days notice in writing of his intentions to exercise said option for said extension from year to year prior to the expiration of the one year period then in effect and upon such event the lessee shall be entitled to the use and occupancy of said premises upon said terms and conditions for the year period immediately following the one then in effect.

The lessor shall secure and bear the expense of all necessary license or permits that may be necessary for the storage, handling and sale of motor fuel, lubricants, other petroleum products and automobile accessories and for any and all business usually conducted in connection with gasoline service stations, including the sale, servicing and repairing automobiles, trucks and all vehicles propelled by gasoline or oil.

The lessee may remove or alter any building, structures, tanks, fixtures, curbing, pavement of driveway that may be on said premises and may contract, build and place upon said premises such buildings, structures, tanks, pumps, fixtures, appliances, curbing, pavement of driveways, machinery and any other equipment as in his opinion shall be necessary and desirable for use in the operation of said premises for the purposes herein above indicated.

The lessee shall have the right, but shall be under no obligation, to remove from said property upon the expiration of this lease or any extension hereof all buildings, structures, tanks, pumps, machinery, appliances, fixtures and equipment placed at thereon by the lessee and for such purpose shall have a period 30 days from the expiration of the within lease or any renewal thereof. Within said 30 days, the lessee shall have the privilege of negotiating a sale of his said properties to an incoming tenant and during said 30 day period the lessor shall not be liable to the lessee for rent.

The lessor shall pay during the term of this lease of any extension thereof the charge for water, gas and electrical current consumed on said premises, together with all gasoline and other taxes incident to the said business, the lessor shall pay all real estate taxes levied and assessed against said property during the term of the within lease or any extension thereof.

The lessee shall not sublet said premises or assign the within lease without the written consent of the lessor and upon the lessor agreeing to such or sub-letting or assignment, the lessee shall be released from all obligation here after here under.

In the event said premises or any part thereof shall be taken for a public purpose, the within lessee shall have the right of terminating the within lease or any extension thereof by giving the lessor written notice of such intention.

Upon failure of the lessor to pay the monthly rental herein provided for within 15 days after to due date thereof all right, title and interest of the lessee in said premises and the within lease shall there-upon terminate and be forfeited and there-upon the lessor shall be entitled to re-enter and claim possession of said premises without necessity of legal proceedings.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Kirby Quinn
Lessor
J. W. Pitman
As to Lessee

W. A. Batson
Lessor
A. B. Batson
Lessee

X
As to Lessor

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

Personally appeared before me Kirby Quinn who being duly sworn says that he saw W. A. Batson and A. B. Batson, sign, seal, and as their act and deed deliver the foregoing instrument for the purposes mentioned therein and that he with J. W. Pitman witnessed the execution of the same.

SWORN to before me this ___ day of April, 1941.

Kirby Quinn

J. W. Pitman (Seal)
Notary Public for S. C.

Recorded June 7th, 1941 at 9:48 A. M. # 8755

By- J. H.