

## TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

THIS INDENTURE OF LEASE ENTERED INTO ON THE 6th day of July, A. D. 1941, by and between W. P. Conyers and E. Godfrey Webster of the City of Greenville, County of Greenville, State of South Carolina, hereinafter called the Lessors, and The Atlantic Refining Company, a Corporation of the Commonwealth of Pennsylvania, hereinafter called the Lessee,

## WITNESSETH:

That the said Lessors do hereby demise and lease unto the said Lessee,

All those certain lots or parcels of ground with the buildings and improvements erected thereon, more definitely described as follows:

## Parcel #1

Beginning at a corner on South Main Street ten (10) feet west of the western corner of the building owned by J. C. Keys and occupied by the Davis Used Car Company; thence with S. Main Street S.  $75\frac{1}{2}$  W. forty (40) feet to the corner of the lot of W. P. Conyers; thence southeasterly with the Conyers line and parallel with the line of J. C. Keys one hundred fifty (150) feet to stake; thence N.  $75\frac{1}{2}$  E. forty (40) feet to a stake on a ten (10) foot alley; thence parallel with lot of J. C. Keys and ten (10) feet distant therefrom, one hundred fifty (150) feet to the beginning corner.

Recorded in office of the Register of Mesne Conveyance for Greenville County and State of South Carolina, Book 113, page 102.

## Parcel #2.

Beginning at a stake on South Main Street, fifty (50) feet westward from the northwest corner of the brick building erected by Geer Drug Company and now occupied by Dan Tasse Company, and running thence along said South Main Street S.  $75\frac{1}{2}$  W. forty (40) feet to the corner of the lot formerly belonging to George Brownlee, thence along his line in a southeasterly direction parallel with the line of building occupied by Davis Used Car Company one hundred fifty (150) feet to a stake; thence N.  $75\frac{1}{2}$  E. Forty (40) feet to a stake; thence in a northwesterly direction along a line parallel with the building of the said Davis Used Car Company one hundred fifty (150) feet to the beginning corner; this being the same lot of land conveyed to the said W. P. Conyers by Willie C. Williams by deed bearing date the 14th day of July, 1919, and recorded in the office of the Register of Mesne Conveyance for Greenville County and State of South Carolina on the 31st day of July 1919, in Book No. 45, page 530.

TO HAVE AND TO HOLD the same with the appurtenances unto the said Lessee, its successors and assigns, for and during the term of five (5) years from the 6 day of Dec. A. D. 1941, the Lessee yielding and paying therefor during said term the annual rental of Nine Hundred Sixty (\$960.00) Dollars, in equal monthly installments of Eighty (\$80.00) Dollars, the first payment to be made on the 6 day of Dec. A. D. 1941, and like and equal sum on the same day of each and every month thereafter until this agreement is terminated.

1. The Lessors agree to pay all taxes assessed against the demised premises, Provided, nevertheless, that if the Lessors shall fail to pay said taxes and/or any municipal claims which are due and owing by the Lessors as and when such taxes and municipal claims become due and payable, (or in the event that the said Lessors shall fail to promptly pay the interest or any installment of principal as and when it shall accrue on any mortgage or mortgages that are a lien on the premises), then and in such event the said Lessee shall have the sole right and privilege of paying such taxes, municipal claims (or mortgage interests and installments) for account of Lessors, and apply such payment or payments in liquidation of the rent due Lessors hereunder, and such payment of payments shall be in full discharge of so much of the rent due hereunder by Lessee to Lessors as will cover such payment or payments, or of terminating the lease.

2. The Lessee agrees that it will pay said rent at the times and in the manner aforesaid, and that in case of its failure to pay the sum within fifteen (15) days after the receipt by the Lessee at its office, The Atlantic Refining Company, Greenville, S. C., of a written demand from the Lessors for said rent, or in case of the failure to perform all the covenants and agreements contained in this lease on the part of the Lessee to be kept and performed, the said Lessors shall be at liberty to enter upon said premises and declare this lease at an end and to take immediate possession of said premises.

3. The Lessee may equip said premises in a manner satisfactory to itself. It is mutually agreed between lessors and lessee that the lessors may sell the property described herein at any time upon sixty days written notice to lessee of their intention to do so, provided they shall pay to lessee the amount expended for improvements not to exceed \$3300.00 thereon less a depreciation charge at the rate of ten per cent (10%) of the cost per year for the period prior to the sale. Lessee agrees to vacate and surrender the premises with the improvements thereon in good condition, ordinary wear and tear excepted, to lessors sixty days after written notice that such sale will be consummated. Lessee agrees to furnish to lessors a signed statement by the contractors of the costs of the improvements placed on the property herein described within ten days after the completion thereof or occupancy of the premises by lessee.