

TITLE TO REAL ESTATE

KEYS PRINTING CO., GREENVILLE, S. C.

STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE)

This IDENTURE of lease made and entered into in duplicate this 1st day of April 1940, by and between Mrs. Carrie E. Holtzclaw, Travelers Rest, S. C., party of the First Part (hereinafter known as Lessor) and Greenville Petroleum Company, Inc., Greenville, S. C., party of the second part (hereinafter known as Lessee).

WITNESSETH:

- (1) Lessor for and in consideration of the rents hereinafter reserved and of the covenants and agreements herein contained on the part of the Lessee to be performed, have leased and by these presents do hereby lease unto the Lessee, his heirs and assigns, the following described premises, situated in the County of Greenville, S. C., on the Geer Highway and Buncombe Road, fronting 178 feet on Geer Highway, 119 feet on Buncombe Road, 125 feet on street extending from Geer Highway to Buncombe Road, known as Lot #3 and formerly owned by Fannie E. Goodlett Estate.
- (2) To have and to hold the above described premises, unto the said Lessee, his heirs and assigns for and during the full term of ten (10) years, to commence on the 1st day of April 1940, and to terminate on the 1st day of April 1950, the rent for the first five years shall be (\$35.00) thirty five dollars per month and for the second five years shall be (\$40.00) forty dollars per month, payable on the 10th day of each and every month thereafter during the continuance of this Lease, payment to be made to Mrs. Carrie E. Holtzclaw, Travelers Rest, S. C., or to such other person as she may designate. The party of the First Part hereby agrees to give to the Party of the second part an option for five additional years at a rental to be agreed upon and not to exceed \$50.00 per month.
- (3) The Lessee shall have the right and privilege of erecting on said premises any and all improvements, including pumps, tanks, etc., which he may require or desire to use in the conduct of the business of storing, distributing and marketing the products of Refined Petroleum and other of its commodities by means of a Gasoline Oil Filling and Service Station or otherwise. It is understood and agreed that all and any devices, appliances, and equipment which may at any time be placed or installed on said premises by Lessee shall at all times remain, be considered and treated as the personal property of the Lessee, it is also understood, however, that all permanent buildings placed upon said property by Lessee shall not be removed from the premises on the termination of this lease or any renewals thereof, but shall become and be the property of the Lessor. It is further understood and agreed that the Lessor shall pay all taxes that may be assessed on the lot herein leased and the Lessee shall pay all taxes that may be assessed against any pumps and tanks located thereon by him.
- (4) It is understood and agreed that in case default is made in any payment of rent for a period of thirty (30) days after the same shall have become due and payable, then, at the option of the Lessor, this Lease shall become null and void and the Lessee shall remove from the said lot all improvements removable as above set out under Section Three.

IN WITNESS whereof, the parties hereto have set their hands and affixed their seals this 1st day of April 1940

IN THE PRESENCE OF:

H. W. StinespringE. Reid Holtzclaw

Mrs. Carrie E. Holtzclaw (LS)
 Lessor

GREENVILLE PETROLEUM CO., INC.

By: R. L. Mitchell, Pres. (LS)
 Lessee

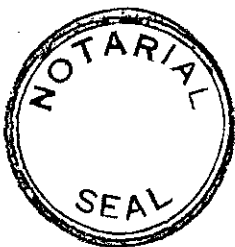
Personally came H. W. Stinespring, who first being duly sworn, says he was present and saw Mrs. Carrie E. Holtzclaw and Greenville Petroleum Company, sign seal and as their act and deed, deliver the foregoing instrument for the purposes therein mentioned and that he with E. Reid Holtzclaw witnessed the due execution thereof.

SWORN to before me this
 2nd day of April, 1940.

Laura A. Stinespring
 Notary Public for S. C.

S. C. stamps \$1.80

Lease recorded July 16th, 1946, at 10:58 A. M.

H. W. Stinespring

#12044 BY: K.F.