

TITLE TO REAL ESTATE

LEASE TO COMPANY

AGREEMENT, made this 15th day of October, 1946, by and between Southern Tire Co., Inc. of 1501 Buncombe Street, Greenville, State of South Carolina, hereinafter called "Lessor", and Standard Oil Company of New Jersey, a Delaware corporation, having an office at Columbia, South Carolina hereinafter called "Lessee"

WITNESSETH: That Lessor does hereby demise and lease unto Lessee and Lessee agrees to take, all that lot, piece or parcel of land situate in the town or city of Greenville, County of Greenville, State of South Carolina, more fully described as follows:

LOCATION  
DESCRIP-  
TION

All that piece, parcel or lot of lands situate lying and being on the northwest corner of the intersection of Montgomery Street and Buncombe Street, beginning on the Southeast corner of Buncombe Street and Montgomery Street, running in a northerly direction along Buncombe Street approximately seventy (70) feet, thence in a westerly direction, approximately eighty (80) feet, thence in a southerly direction, approximately seventy (70) feet, thence in an easterly direction, approximately eighty (80) feet to the point of beginning, together with the improvements thereon situate which belong to lessor and expressly excluding the fixtures and improvements belonging to the lessee. Together with all rights of way, easements, driveways and pavements, curb and street front privileges thereunto belonging and together with all the buildings, improvements and equipment thereon or connected therewith, including the property listed under Schedule "A" hereto annexed.

PERIOD

TO HOLD the premises hereby demised unto Lessee for Five (5) years, beginning at noon on the 15th day of October, 1946, and ending at noon on the 15th day of October, 1951, on the following terms and conditions:

RENTAL

(1) 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 premises 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; provided that said rental shall in no event be less than Sixty-five Dollars (\$65.00) for each successive monthly period hereof. 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.

RENEWAL

(2) Lessee shall have the option of renewing this lease for Five (5) additional periods of one (1) year each, the first of such periods to begin on the expiration of the original term herein granted, and each successive period to begin on the expiration of the period then in effect, upon the same terms and conditions as herein set forth and all of said privileges of renewal shall be considered as having been exercised Lessee gives Lessor notice in writing at least thirty (30) days prior to the expiration of the period then in effect of its intention not to exercise such renewal privilege.

TITLE

(3) Lessor covenants that it is well seized of the demised premises, has good right to base them and hereby warrants and agrees to defend the title thereto and to reimburse and hold Lessee harmless from any loss by reason of any defect in the title. Lessor agrees to notify Lessee immediately upon any default in payment or mortgage interest or principal, or in payment of taxes or other liens upon the premises and Lessee shall have the right to make such defaulted payments for the account of Lessor. Any sums so advanced by Lessee, including costs and attorneys' fees incurred by Lessee in defending any suits and protecting its rights herein granted, shall bear interest at the rate of six per cent (6%) per annum, and the rent provided for herein may be applied to the payment of such sums and interest, or Lessee may require Lessor to pay any unpaid balance. Should the term of this lease or any renewal term provided for herein, expire before such sums with interest have been fully repaid to Lessee, Lessee may, at its option continue to occupy said premises

*Handwritten notes:* by party...  
SATISFIED AND ENCLOSED OF RECORDS  
17 DAY...  
RECORDED IN...  
INDEXED IN...  
1946  
10-15-46