

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE (

THIS AGREEMENT made and entered into this 31st day of December, 1946 by and between Harry L. Dawes, hereinafter referred to as LESSOR, and Webster Oil Company, hereinafter referred to as LESSEE,

W I T N E S S E T H:

That for and in consideration of the mutual promises, covenants and agreements hereinafter contained, it is agreed as follows:

1. That the Lessor does demise and lease unto the Lessee, and the Lessee does take and lease from the Lessor, the following described premises, to wit:

That certain piece, parcel, or lot of land beginning at the intersection of Hammett Street and Buncombe Road and running thence along the Buncombe Road 100 feet; thence in a line at a right angle to the Buncombe Road 100 feet; thence to a line parallel to Buncombe Road to Hammett Street; thence along Hammett Street to the beginning corner.

2. TO HAVE AND TO HOLD the above described premises for and during the term beginning on the 1st day of the month following the completion of the retail service station so that same is ready for use which is to be erected thereon, as is hereinafter provided, and ending ten (10) years thereafter.

3. That the Lessee agrees to pay to the Lessor for the use and occupancy of the premises herein demised the sum of One Hundred and Twenty-five (\$125.00) Dollars per month, plus one cent (1¢) per gallon on all motor fuels sold at the service station to be erected on said lot in excess of twelve thousand five hundred (12,500) gallons per month. Said payment of \$125.00 per month is to be made in advance on the first day of each and every month and shall include the payment of the rent arising from the excess over and above 12,500 gallons per month for the preceding month, provided that the Lessee shall have a period of ten days grace within which to make each of said payments without being in default thereon.

4. That the Lessee does hereby covenant and agree that it will use said premises for the conducting thereon of a retail gasoline and oil business or such other business as the Lessee may desire and that it will not use the demised premises for any unlawful or objectionable business that may constitute a nuisance or injure the value of the property. This lease shall not be assigned without the written consent of the Lessor.

5. In the event the Lessee, its successors or assigns, shall be adjudicated bankrupt, insolvent according to law, or shall file a voluntary petition in bankruptcy, or if any payment of rent shall be past due and unpaid after expiration of grace period provided for above, then in any or all of such events, this agreement of lease shall henceforth terminate at the option of the Lessor and any unmatured rent shall become immediately due at the option of the Lessor, and the Lessor may thereupon lawfully enter into and upon the premises, or any part thereof, and repossess the same and eject the Lessee and those claiming under it and remove its effects by legal action, if necessary, without being deemed guilty of any manner of trespass and without prejudice to any other claim or remedies the Lessor may have or use for arrears of rent or breach of covenant.

6. It is further agreed by and between the parties hereto that the Lessee shall keep and hold harmless the Lessor from any and all damages, liability for anything and everything whatsoever arising from or out of the occupancy by or under the Lessee or Lessee's agents or servants, and from any loss or damage arising from any fault or negligence by the Lessee, or failure on the Lessee's part to comply with any of the covenants, terms and conditions herein contained or otherwise.

7. It is understood and agreed by and between the parties hereto that the Lessee shall keep said building, to be erected upon said lot, in a good state of repair and at the Lessee's own cost and expense and if said Lessee shall do any remodeling, improvements, or alterations, that it may deem necessary such shall be at its own cost and expense