

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA) *For cancellation of Lease Agreement*
 : *See Deed Book 647 Page 296.*
 COUNTY OF GREENVILLE)

THIS AGREEMENT made and entered into this 14th day of February, 1947 by and between Sarah C. Westervelt, hereinafter referred to as Lessor, and Webster Oil Company, hereinafter referred to as LESSEE,

WITNESSETH:

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:

"All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina at the Southeast corner of Augusta Road and Melville Avenue, being known and designated as part of Lot No. 4, as shown on plat of property of Mary B. Lewis, which is recorded in the R.M.C. Office for Greenville County in Plat Book E at page 213 and having the following metes and bounds to wit:

BEGINNING at an iron pin at the Southeast corner of Augusta Road and Melville Avenue and running thence along the South side of Augusta Road S. 46-30 E. 100 ft. to an iron pin; thence S. 17-47 W. 65 ft. to an iron pin; thence N. 46-30 W. 100 ft. to an iron pin on the East side of Melville Avenue; thence along the East side of Melville Avenue N. 17-47 E. 75 ft. to the beginning corner.

This is part of the land conveyed to the Lessor by A. M. Rickman, et al, by deed dated March 31, 1920, recorded in Deed Book 63 Page 507.

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 as soon as same is ready for use, which is to be erected thereon, as is hereinafter provided, and ending fifteen (15) 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 Fifty (\$150.00) 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 One Hundred and Eighty Thousand (180,000) gallons per year. Said payment of \$150.00 per month is to be made in advance on the first day of each and every month and settlement for the excess in gallons over and above 180,000 gallons per year shall be made at the end of each year, dating from the date on which this lease becomes effective. It is understood that the Lessee shall have a period of ten days grace within which to make each of said payments without being in default.

4. That the Lessee does hereby agree that it will erect upon said lot of land a retail gasoline service station, which shall be a reproduction of the service station erected on the lot of land at the corner of New Buncombe Road and Hammett Street near the City of Greenville, and that at the end or expiration of this lease, said building shall be and belong and shall be turned over to the Lessor in a good state of repair in as good condition as when erected, reasonable wear and tear excepted. The Lessee does further agree that said building shall be finished on or before 90 days, and that if said building is not finished on or before said time, the Lessor shall have the right to cancel this lease by giving written notice of her intention to do so to the Lessee. Upon receipt of such written notice, all of Lessee's rights hereunder shall cease.

5. It is understood and agreed that the cost of said service station to wit \$8000.00 shall be amortized over the period covered by this lease of \$150.00 per month provided for above to reimburse the Lessee for the cost of the construction of said service station. *and that \$63.27 per month shall be deducted from the payment*

6. 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.

7. 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.

8. 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

for agreement see Deed Book 375 Page 231