

## 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:

"All that piece, parcel or tract of land in Bates Township, Greenville County, State of South Carolina, on the East side of Buncombe Road at Travelers Rest, being known and designated as Part of Lot No. 2 as shown on plat made by W.A. Hester, Surveyor, dated March 20, 1926, recorded in the Office of the R. M. C. for Greenville County in Plat Book L Page 21, and having the following metes and bounds, to-wit: BEGINNING at an iron pin on the East side of Buncombe Road at the Northwest corner of Lot No. 3, and running thence along line of said Lot No. 3 N. 73 E. 125 ft. to an iron pin; thence N. 16 W. 81 ft., more or less, to an iron pin; thence S. 80½ W. 125 ft. to an iron pin on the East side of Buncombe Road; thence along the East side of Buncombe Road S. 16 E. 100 ft. to the beginning corner.

It is understood and agreed that a strip 19 ft. in width and extending through the lot of land above described on its Southern side adjoining Lot No. 3 is to remain open as an alley-way for the joint use of the Lessor and the Lessee for and during the term of this lease and any extended period thereof.

2. TO HAVE AND TO HOLD the above 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 Thirty-one (\$131.00) Dollars per month, in advance. The rent for each month shall be due on the first day of each and every month, provided that the Lessee shall have a period of ten days within which to make each of said payment without being in default thereon.

4. That the Lessee does hereby covenant and agree that it will use said premises for the conducting thereof 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.