

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 R. E. Ingold, hereinafter referred to as Lessor, and Harry L. Dawes, 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 netes 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.

This is part of the lot of land conveyed to the Lessor by Joe R. Coleman by deed dated December 10, 1946, to be recorded.

It is understood and agreed that a strip 10 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 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 demises the sum of Twenty-five and No/100 (\$25.00) Dollars per month, in advance. The rent for each month shall be due and payable on or before the 1st day of said month, provided that the Lessee shall have a period of ten(10) days grace within which to make each of said payments without being in default thereon. (Rent to begin May 1st 1947)

4. That the Lessee does hereby agree that he 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 September 1, 1947 and that if said building is not finished on or before time, the Lessor shall have the right to cancel this lease by giving written notice of his intention to do so to the Lessee. Upon receipt of such written notice, all of Lessee's rights hereunder shall cease.

5. That the Lessee does hereby covenant and agree that he 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 he will not use the demised premises for any unlawful or objectional business that may constitute a nuisance or injure the value of the property.

6. In the event the Lessee, his heirs or assigns shall be adjudicated bankrupt, insolvent according to law, or shall file 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