

LEASE

THE STATE OF SOUTH CAROLINA, }  
County of Greenville.

Blythe Charles Poole lessor,

in consideration of the rental hereinafter mentioned, have granted, bargained and sold and by these presents do grant, bargain, and lease unto

Greenville Petroleum Company, Inc. lessee,

lessee,

for the following use, viz: gasoline and oil filling station, soft drink stand, and grocery store and other similar uses, the following described property: All that certain piece parcel or tract of land, with buildings thereon, on the north side of Highway No. 25, at intersection of said highway and Old Buncombe Road leading through Hickwoodpark, being the same property conveyed to lessor by lease to deed dated July 7, 1940 and recorded in the office of the Register of Deeds for Greenville County in Book 100 page 275, for the term of ten (10) years, with said lease in consideration of the use of said premises for the said term, promised to pay the said lessor the sum of one-half cent (1/2c) per gallon on all Atlantic White, Florida and Atlantic Ethyl gasoline sold on said premises.

The lessee hereby agrees to take the building just as it stands unless otherwise agreed upon in writing, and the lessee only require of the lessor the use of the premises for the business mentioned but no other. The lessor to repair the roof should it leak, it is also fully agreed that the roof is considered sound and the lessor not to pay any damages from leaks should any occur. Use of the premises for any business other than herein called for shall cancel this lease if the lessor so desires and give notice of same in writing.

If the business is discontinued on the premises named before the expiration of the lease then the whole of the unexpired time becomes immediately due and payable.

Outside signs to be erected that may connect with the present or any other outside part of the building must be consented to by the lessor before being erected. The lessor agrees to pay all general and special taxes and assessments that may be levied or assessed upon the said premises and upon property owned by him, located thereon, and the lessor further agrees that all buildings, structures, trunks, partitions, gas-using racks, and other equipment placed upon the premises by said lessee or any other person acting under arrangement with the lessee, whether or not embodied in the soil or affixed to the realty, shall remain the sole property of the lessee, and at the expiration of this lease by the lessee or his heirs, assigns, and lessee shall have and is hereby given the right at any time within thirty (30) days after such termination to enter upon and remove from said premises any equipment by it at any time placed thereon.

To have and to hold the said premises unto the said lessee, its successors, executors and administrators for the said term. It is agreed by the parties hereto that this lease shall continue from year to year on the same terms, unless the party desiring to terminate it after the expiration of the term above mentioned give to the other party one months written notice previous to the time of the desired termination, but the expiration of the premises by no making no for occupancy or other casualty, or no shall terminate this lease, if the lessor so desires. The lessee agree to make good all breakage of glass and all other injuries done to the premises during the term, except such as are produced by natural decay and agree to make no repairs, improvements or alterations in the premises without the written consent of the lessor nor sub-let without the lessor's written consent.

The lessee hereby acknowledges having a duplicate of this lease.

Witness our hands and seals this 9th day of July 1940

Witness:

Alfred F. Burgess  
Azile C. Cape

Blythe Charles Poole lessor (SEAL)  
Greenville Petroleum Company, Inc. (SEAL)  
By R. L. Mitchell, President  
H. W. Stimpert, Secretary



STATE OF SOUTH CAROLINA, }  
COUNTY OF GREENVILLE

PERSONALLY, comes

Azile C. Cape

and makes oath that he saw the within named Blythe Charles Poole, Lessor and Greenville Petroleum Company, Inc. by R. L. Mitchell, President, and H. W. Stimpert, Secretary sign and seal the within written instrument, and that he with

Alfred F. Burgess witnessed the execution thereof.

Sworn to before me this

day of July 1940

Alfred F. Burgess (L. S.)  
Notary Public, S. C.

Azile C. Cape

S. C. Stamps \$ \_\_\_\_\_ and \_\_\_\_\_ cents

# 9888.

Recorded July 9th 1940 at 3:45 o'clock P. M.