

State of South Carolina,

County of Greenville.

Lease.

That May Wright Gaffney, Eunice Izlar Wright, Julian B. Wright and Herbert L. Wright, Lessors, in consideration of the rental hereinafter mentioned, have granted, bargained and leased, and by these presents do grant, bargain and lease unto C. F. McCullough of Greenville, S. C., his heirs and assigns, Lessee, the following described premises or lot of land situate, lying and being in Ward II of the City of Greenville, S. C., on the South west corner of the intersection of East North Street and North Brown Street.

Beginning at the property line of S. W. corner intersection of N. Brown and E. North Streets, thence in a Westerly direction and parallel with E. North Street fifty-six feet, one inch (56' 1"); thence in a Southerly direction ninety-five feet, six inches (95' 6"); thence in an Easterly direction fifty-six feet, six inches (56' 6"); thence in a Northerly direction and parallel with N. Brown Street ninety-five feet, six inches (95' 6") to the point of beginning, also described as Lot No. 11, Block 6, of City of Greenville, Greenville County, South Carolina, as shown on Page 1 of said City Block Book drawn by C. S. January 1933.

For the term of five years beginning with November 1st, 1934, and ending with October 31, 1939.

Which premises are to be used for filling station purposes, and said premises cannot be subrented without the written consent of the Lessors except for filling station purposes in which event the Lessee herein (C. F. McCullough) shall be responsible for the rental herein stipulated and provided for.

As rental for said premises the said Lessee in consideration of the use thereof for said term premises to pay to the said Lessors the rental of one cent (1¢) per gallon per month on gasoline sold through the filling station to be erected by the Lessee on said premises hereinabove described, which rental shall be payable at the end of each and every month, and/or by the 10th of the following month. If after the expiration of twelve months from the effective date of this lease the rental income does not thereafter amount to at least \$50.00 per month, the Lessee is to make up the difference to the Lessors, so that said rental shall amount to a minimum of \$50.00 per month, otherwise the lease is to be automatically terminated.

It is further agreed by these presents that the Lessee herein shall have the right of refusal to renew this lease for an additional five year period at a rental to be agreed upon if the premises are to be thereafter used for filling station purposes. If the Lessors or their assigns intend to convert the property into other use, they shall so advise the Lessee herein in writing at least sixty days before the expiration of the term covered by this lease.

It is further mutually agreed and understood that the Lessee will bear the cost of improvements to be placed upon the premises, which improvements shall cost not less than \$1200.00, it being further understood that the word "improvements" does not include such filling station equipment as underground tanks, pumps, lifts, fixtures and movable equipment. On the termination of the lease the building erected thereon shall remain, but the Lessee shall have the right to remove from the premises all filling station equipment such as tanks (underground or otherwise), pumps, lifts, fixtures etc. any buildings erected on the property to become the property of the Lessors.

To Have and to hold the said premises unto the said Lessee, his heirs, executors, administrators or assigns, for said term or any renewal thereof.

The Lessors do hereby represent and warrant to the Lessee, his heirs, executors, administrators or assigns, that said premises are owned by them and that there are no encumbrances or claims which may in anyway disturb or defeat the Lessee's use and occupancy thereof.

The Lessors are to pay all taxes and assessments against the said real estate hereby leased to the Lessee, and the Lessee shall pay during the term of this lease, any and all taxes or assessments, if any against the property or improvements placed thereon by the Lessee.

In witness whereof, the said parties have hereunto set their hands and seal this the 31st day of October A. D. 1934

In the presence of.

Kathleen E. Poole.
C. W. Gaffney

As to May Wright Gaffney and Eunice Izlar Wright.

Lucile C. Wright.
William N. Day,
As to Julian B. Wright

Harry D. Gruber
Label Wright
As to Herbert L. Wright

Eligabeth Martin
C. W. Gaffney
As to C. F. McCullough

May Wright Gaffney (L. S.)

Eunice Izlar Wright (L. S.)

Julian B. Wright (L. S.)

Herbert L. Wright (L. S.)

Lessors

C. F. McCullough (L. S.)

Lessee