

TITLE TO REAL ESTATE

37530 PROVENCHER-JARLAND CO.-GREENVILLE

STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE)

This agreement, made on this the 23rd. day of June, A. D. 1935, between The Realty Co. of Greenville, (hereinafter designated as the " Owner"), party of the first part and Webb Oil Co. (hereinafter designated as the " Lessee"), party of the second part.

WITNESSETH:

That the said owner, in consideration of the payment to him by the said lessee promptly when due, of the various sums of money hereinafter specified and the performance by said lessee of the various covenants herein undertaken by him, does hereby let, lease and demise unto the said lessee all that certain lot at S. W. corner of N. Main and College Sts., building thereon, having 40 feet on N. Main and 90 feet on College St., in the City of Greenville, in said County and State: Being known as Carolina Service Station.

To have and to hold the said premises from the 23rd. day of July A. D. 1935 to the 22nd. day of July A. D. 1940, at noon.

And the said lessee does hereby accept this lease upon the terms and conditions herein setforth, and in consideration of the letting of the premises to him, does hereby agree to pay to the said owner, as a rental for said premises the sum of Two hundred, seventy five--- dollars (\$275.00) per month during said term; rent to be paid monthly in advance on the 23rd. day of each and every month during the said term.

The said lessee has examined the said building and premises and found the conditions thereof entirely satisfactory, and he agrees to exercise due and proper care in the use and occupancy thereof; and not to make or suffer any waste thereof, nor lease or underlet nor permit any other person to occupy or improve the same or make or suffer to be made any alteration therein, but with the approbation of said owner thereto in writing having been first obtained; and the owner or his agent may enter to view and make improvements and to expel the lessee if he shall fail to pay the rent as aforesaid or make or suffer any waste thereof. It is particularly agreed that no nails or tacks shall be driven in any of said walls without the specific permission of said owner, and that said property shall not be defaced or damaged in any manner; but shall be kept clean and in good condition.

It is further agreed that the owner shall keep the roof of said building in proper repair; but shall not be liable for damages to the person or property of said lessee or any other person resulting from defects in the roof or any other portion of said building, the foundations thereof or anything connected therewith until after receiving written notice of such defects and gross or wilful negligence or delay in remedying the same; and that said lessee shall make all other necessary repairs, including specifically the replacing of all broken glass and the repairing or replacing of all pipes, wires, fixtures and other appliances connected with or pertaining to the gas, electric and water supplies and the plumbing and sewerage of said premises; and shall make good all damage to said premises resulting from any cause except lightning or wind storm and except fire not due to the negligence of said lessee or any other person on the premises by his possession, expressed or implied.

And it is further agreed that said lessee shall make no alterations or repairs (except those noted in the preceding paragraph) or assign this lease without the written consent of said owner; and that if any rent payment herein stipulated shall at any time be past due and unpaid for a period of ten days after the time herein fixed for such payment, or if said lessee or any other person occupying said premises shall be adjudged bankrupt or shall become insolvent or make an assignment for the benefit of creditors, or shall abandon said premises or shall use the same for any other purpose than that of a private residence, or shall make default in or violate any of the conditions hereof, then it shall be lawful for said owner or his agents, without suit or process, to forthwith or within a reasonable time thereafter declare this lease terminated, enter upon said premises and resume the possession thereof, and remove all persons therefrom as tenants holding over after the expiration of their lease and for non-payment of rent; and the said lessee hereby waives notice from said owner of such intention or fact of termination; and in such event said lease shall, at the option of said owner, forthwith terminated; and upon the termination of this lease or any extension thereof in any manner the said lessee hereby agrees to immediately remove from said premises and to surrender to said owner the peaceable possession thereof in as good condition as the same are now in, reasonable wear and tear and use thereof excepted.

And it is further agreed that should said building on said premises be destroyed or damaged by windstorm or lightning or by fire or other accident not caused by the negligence of said lessee, or any other person on the premises by their permission, express or implied, the said owner shall, within two weeks after notice of such destruction or injury, elect whether he will repair and restore such building to its former condition (in which case this lease shall continue as though no such injury had occurred) and the rent shall be abated or reasonably diminished during the period in which such building shall remain untenable; or whether he will not so repair and restore said building (in which event he shall within said period of two weeks give written notice of such election to said lessee, who will at once remove and surrender of such premises) and in such event this lease shall immediately become null and void.

And it is further agreed that in the event of litigation or disagreement regarding any of the terms of this lease or the occupancy of said premises or any other matter relating thereto it shall be lawful for any Judge of the Court of Common Pleas for said State, upon application to him, ex parte or otherwise, on behalf of said owner, at chambers or in open Court, either in or out of the County of Greenville, to appoint, without notice to said lessee, a receiver for said premises, to take possession thereof, or to collect the rents thereof and hold the same for the benefit of said owner pending such litigation, or until the adjustment of such disagreement.

And it is further agreed that the terms and conditions hereof shall extend to and bind the heirs, executors, administrators and assigns of the parties hereto, respectively.

(Over)

Lease
 This Mortgage Assigned to Shell Oil Co. of Va. Corp.
 on 28th day of April 1939. Assignment recorded
 in Vol. 212 of R. E. Records on Page 305