

TITLE TO REAL ESTATE

Form 301A (Caro.) Revised. 1M--7-15-36

Greenville Branch

Code No. 1-38

Contract #4128

AGREEMENT OF LEASE

4128

THIS AGREEMENT OF LEASE made and entered into this 17th day of August 1938, by and between Truman H. Henderson of Greenville County, South Carolina, Lessor, and the PURE OIL CO. OF THE CAROLINAS, INC., a corporation existing under and by virtue of the laws of North Carolina, with its general officers in the City of Charlotte, Lessee.

W I T N E S S E T H

THAT IN CONSIDERATION of the covenants and agreements herein contained to be performed by the Lessee, the Lessor hereby leases and lets unto Lessee the following described premises, situated beyond in the City of Greer, County of Greenville, State of South Carolina, and more particularly described as follows:

All that certain piece, parcel or lot of land situate, lying and being in the State and County aforesaid, Chick Springs Township, about one half mile from the city limits of Greer, and on the North east side of the Mostella Road, adjoining lands of Vernon Duncan, myself and the said Mostella Road, and being a part of the same land conveyed to me by deed from D. H. Gibson and W. P. Gibson August 22nd 1920 and recorded in the office of the R. M. C. for Greenville County in Deed Book 70 at page 229, and having the following courses and distances, to wit:

Beginning on an iron pin in the center of the said Mostella Road and on Vernon Duncan's line and runs thence with the Duncan line S. 80-35 E. 374 feet to an iron pin on the Duncan line; thence S. 19-35 E. 155.7 feet to an iron pin near a three room dwelling house; thence S. 35-25 W. 45.5 feet to an iron pin near the pump house; thence S. 49-35 W. 86 feet to a point in the center of the said Mostella Road; thence with the said road N. 47-35 W. 446 feet to the beginning corner and containing ONE AND TWENTY SEVEN ONE-HUNDREDTHS (1.27) ACRES, more or less.

TO HAVE AND TO HOLD the said premises unto said Lessee for the term of ten (10) years, from and after the date, a certain service station to be erected by Lessor at Lessors's expense is completed and ready for occupancy.

Lessee shall pay to Lessor on or before the 15th day of each month during the term of this lease, a fixed monthly rental of Ten (\$10.00) Dollars.

LESSOR FURTHER COVENANTS AND AGREES AS FOLLOWS: 1. Lessee shall have and is hereby given the right, at any time during the term of this lease, to paint the buildings and other improvements located on the leased premises, such color or colors as it may desire and to improve or remodel the buildings located thereon to suit its needs and purposes.

2. Lessee shall have and is hereby given the right to enter upon and remove from the demised premises, with such appliances as may be necessary, any and all property and equipment, which it now owns or hereafter acquires title to, now located or hereafter placed therein by it, except buildings, which shall become a part of the leased premises, at any time during the life of this lease, or any extension or renewal hereof; and at ^{or termination} and from the expiration, of either, Lessee shall have the right to lease said removable property and equipment on the demised premises until a successor succeeds Lessee at the premises and purchases said property and equipment or declines so to purchase, and in the event of no successors or purchases, as aforesaid, within thirty days thereafter, said right shall continue until, and for a period of ten days after, Lessor shall have given Lessee notice to remove the same, without Lessee being in any way liable for rent during said period, and without Lessee forfeiting its right to enter upon and remove the same from the demised premises, as aforesaid, if any legal forfeiture there be for failure so to do; and

Should there be a mortgage or other lien upon the demised premises, prior to this Lease Agreement, or should any taxes accrue against the same during the term of this lease, and Lessor should fail to retire or pay such prior liens and taxes promptly as and when they shall be and become due and payable, Lessee shall have the right, at its option, either to purchase or pay the same, and apply the rent due hereunder against the amount so paid out, until Lessee, is fully reimbursed, without prejudice to other legal remedies, lessee acquiring all the rights of the holder of such claims by the payment thereof; or terminate this lease Agreement and everything herein contained, without other cause; and remove said removable property and equipment from the premises; it being stipulated and agreed that the buildings alone shall become a part of the leased premises, and that any property attached to the buildings or embedded in the ground, be it of whatever kind or nature, shall be and remain personal property and removable.

3. This lease shall automatically renew itself from year to year after the original term hereof, on the same terms and conditions, subject to the right of either party to terminate this lease at the expiration hereof, or to terminate any renewal hereof at its expiration, by giving the other party ninety (90) days' written notice, prior to the expiration of the period then in effect.