

TITLE TO REAL ESTATE

STANDARD FIDELITY AND SECURITY CO. - BALTIMORE

273-4M. 2/37 AP LEASE

THIS LEASE made this Twentieth day of September 1938, by and between J. Lee Cunningham of 6 Davenport Avenue (Street Address) Greer (City or Town) South Carolina (State), hereinafter called "Lessor", and SHELL UNION OIL CORPORATION, a Delaware corporation, Lessee, hereinafter called "Shell",

WITNESSETH THAT:--

First. Lessor hereby demises and lets to Shell for a term of One (1) year, M. J. L. beginning on the 1st day of November, 1938, and ending on the 31st day of October, 1939, the parcel of land on Hill & Randall Streets, in Greer, County of Greenville, State of South Carolina, more particularly bounded and described as follows:--

All that lot of land situated in the County and State aforesaid in the City of Greer, at the intersection of Hill and Randall Streets, and fully described in deeds recorded in the RMC office for the said County of Greenville in Vo. 71, at page 248 and Vol. 70, at page 223, reference thereunto being hereby made. Leased premises being the same as those now used for automobile service station purposes and having a frontage of approximately 88.7' on Hill Street, approximately 104.4' on Randall Street and having a rear line of approximately, 137.5'

Together with the appurtenances thereto, all the improvements thereon, and all equipment and apparatus used in connection with the gasoline filling and automobile service station located on said premises, including specifically the equipment and apparatus listed below, but excluding any equipment or other property belonging to Shell.

It is mutually agreed that if Shell is deprived of the use of any portion of this property utilized as of this date for service station use due to disputed boundary lines, then Shell may at its option cancel this lease by giving Lessor five (5) days written notice.

J.L.C.
M.J.L.

Second. Shell shall pay as rent for the leased premises - NINETY- Dollars (\$90.00) per month, in advance on or before the first day of each month of the term hereof.

J. L. C.
M. J. L.

Third. Shell shall have the right and option to extend this lease for four (4) successive additional periods of one year each, upon the same terms and conditions as herein provided. Shell may exercise each of said options to extend by giving written notice to Lessor of such exercise at least thirty days prior to the expiration of the then current term.

M.J.L.
WEN
J.L.C.

Fourth: (This paragraph marked out) M. J. L. J. L. C.

Fifth. Shell from time to time may erect and install upon the leased premises such additional buildings, equipment and apparatus as it deems desirable, and may from time to time make such alterations and changes therein and otherwise in the leased premises as it sees fit. It may paint in colors of its own selection any and all buildings, equipment and apparatus now or hereafter upon the leased premises.

Sixth. Lessor shall pay all taxes, assessments and other governmental or municipal charges levied or assessed upon the leased premises as the same become due and payable. If Lessor fails to pay such taxes, assessments, charges and, as the same become due and payable, any mortgage or other lien indebtedness and interest thereon which for any reason may be an encumbrance on the leased premises prior to this lease, Shell may pay the same, or such portion thereof as it elects to pay, charge the amount of such payment to Lessor and withhold all rentals due hereunder until Shell shall have fully reimbursed itself for all sums so paid, together with interest thereon at the rate of five per cent (5%) per annum. Shell may withhold any rentals payable hereunder and apply the same to any indebtedness due and owing by Lessor to Shell.

Seventh. No rent shall accrue or be payable under this lease if and while there shall not be in force such licenses or permits as are necessary to enable Shell or a sub-lessee or licensee of Shell lawfully to conduct to full advantage upon the leased premises the business of operating a gasoline filling and automobile service station. If such licenses or permits shall not have been granted by the proper public authorities within a period of sixty days after the beginning of the term hereof, or, if granted, are subsequently revoked, or if for any other reason it shall be illegal for Shell, its sublessee or licensee, to conduct said business upon the leased premises, then Shell, at its option, may terminate this lease at any time by giving five days' written notice to Lessor.

Eighth. Lessor throughout the term of this lease shall maintain the leased premises in good condition and repair. If the leased premises are rendered unfit for occupancy, in whole or in part, by reason of fire, storm or any other cause, the rent hereinbefore reserved or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until the leased premises shall have been restored to their former condition by Lessor and Shell is able to occupy the same for the purpose of conducting its business.

Ninth. Neither party hereto shall be required to give any notice whatsoever to the other of its intention to vacate or re-enter the leased premises at the expiration of the original or any extended term of this lease and should Shell hold over, or be permitted by Lessor to hold over, such holding over shall be solely upon the basis of a tenancy from month to month at the rental hereinabove reserved.

Tenth. Shell, at any time during this lease and within ninety days after its termination, may enter upon and remove from the leased premises any buildings, underground tanks or other property owned, built or placed thereon by it.

Eleventh. Shell may at any time assign this lease or sub-let all or any part of the leased premises.

Twelfth. At the termination of this lease Shell shall surrender the leased premises to Lessor in as good condition as they are now in or shall be put in by Lessor during the term hereof, ordinary wear and tear, damage by fire, other casualty, civil commotion and mob violence excepted, and subject to the rights herein granted to make changes, alterations and additions; provided, also, that Shell shall not be obliged to remove any paint placed by it on the improvements of the leased premises, or to do any repainting.

Thirteenth. Any notice hereunder from Shell to Lessor shall be deemed sufficient if mailed by registered mail, postage prepaid, addressed to Lessor at Lessor's above-mentioned address or to such other addresses as shall have been specified in a written notice from Lessor to Shell.

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