

State of South Carolina,
County of Greenville.

LEASE

This Agreement made this 10th day of February, 1940, by and between W. M. Davis, R. F. D. #4, Honea Path, South Carolina, herein designated as lessor, and J. McGee Horton, herein designated lessee, WITNESSETH:

1. For the consideration hereinafter expressed, the lessor has rented and leased, for a period of one (1) year, from date hereof, beginning with February 10th, 1940 and ending at noon February 10th, 1941, with the lessor giving the lessee the option and privilege of renewing the herein described lease at the same amount of rent per year as hereinafter described, for four (4) additional years, provided the lessee will give the lessor, thirty (30) days written notice prior to each anniversary date, the following premises to be used for the sole purpose of the sale of such petroleum products as may from time to time be designated by the said lessee, namely;

All that certain lot of land now owned by W. M. Davis, same lot of land situated in County of Greenville, State of South Carolina, containing one half acre, more or less, and having the following courses and distances, to-wit: Beginning at a point approximately ten (10) feet south of the center line of the intersection of U. S. Highway #25 and U. S. Highway #76, thence running south along U. S. Highway #25 for approximately two hundred fifty (250) feet, to a point, thence running west approximately one hundred (100) feet to a point, thence running north approximately two hundred fifty (250) feet to a point, thence running east approximately one hundred (100) feet to a point which same is approximately ten (10) feet south of center line of intersection of U. S. Highway #25 and U. S. Highway #76.

2. It is mutually understood and agreed, that the lessor will not erect any building of any kind on the herein described property without consent of lessee given in writing.

3. It is mutually understood and agreed, that the lessee is to pay the lessor, on the first day of each anniversary date, one dollar (\$1.00) beginning at the herein described date in and for the consideration of this lease.

4. It is mutually understood and agreed, that the lessor will pay from year to year all taxes assessed against said premises.

5. The foregoing agreement shall inure to the benefit of the parties hereto, and their respective Heirs, Executors, Administrators and assigns.

Witness the hands and seals of the respective parties hereto this 10th day of February, A. D. 1940.

Signed, sealed and delivered
in the presence of:

J. M. Breazeale
B. F. Gaines.

W. M. Davis,
Lessor
J. McGee Horton
Lessee

State of South Carolina,
County of Greenville.

Personally appeared before me J. M. Breazeale and made oath that he was present and saw the within named parties sign and execute the within instrument, and that he subscribed his name as a witness thereto.

Sworn to and subscribed before me this 10th day of February, A. D. 1940.

Geo. D. Brown (SEAL)
Notary Public, S. C.

J. M. Breazeale.



No Stamps.

Recorded February 20, 1940 at 10:41 A. M. #2260 BY: E. G.