

State of South Carolina,

County of Greenville.

L E A S E

This agreement made this 10th day of February, A. D. 1940 by and between B. F. Gaines, RFD, #4, Honea Path, S. C. herein designated 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 the 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 month as hereinafter described, for four (4) additional years, provided the lessee will give to 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 and one building now owned by B. F. Gaines and now occupied by W. M. Davis as operator of a grocery store and gasoline and oil service station, situated in the 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 the intersection of center line of U. S. Highway #25, known as Augusta Road, and U. S. Highway #76, known as Honea Path to Princeton road; thence running north along U. S. Highway #25, approximately four hundred (400) feet to a point, thence running southwest approximately two hundred fifty (250) feet to a point in center of U. S. Highway #76, thence running southeast approximately four hundred (400) feet to center line of intersection of U. S. Highway #25 and U. S. Highway #76.

2. It is mutually understood and agreed, that the lessee does hereby have the right to engage or dismiss any such operator as the lessee might see fit to have from time to time without the consent of the lessor.

3. It is mutually understood and agreed, that the lessee is to pay the lessor, on the first day of each month, eight dollars and one half \$8.50, beginning at the herein described date in and for the consideration of the lease.

4. It is mutually understood and agreed, that any repairs to the herein described building will be made by the lessor other than the lessee building an additional room to present store room at approximate cost for labor and material of fifty dollars (\$50.00) which same is a consideration for the herein described lease.

5. It is Mutually understood and agreed, that the lessor, or any other person who shall be engaged to operate said filling station, shall sell therefrom such petroleum products only as designated by the lessee.

6. It is mutually understood and agreed, that the lessor will pay from year to year all taxes assessed against said premises, and any and all fire and tornado insurance that said lessor shall desire to have.

7. It is mutually understood and agreed, that if by any change the herein described building shall be destroyed by fire or windstorm the lessee shall have the right to continue this lessee in full force and effect or cancel this lease immediately, either privilege being at the option of the lessee.

8. 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 presence of:

J. M. Breazeale  
W. M. Davis

B. F. Gaines  
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



Stamps \$0.08

Recorded February 20, 1940 at 10:39 A. M. #2259 BY: E.G.