

## TITLE TO REAL ESTATE

## LEASE AGREEMENT.

THIS AGREEMENT, made this 18th day of December, 1941, between Ethel M. Morgan, individually and Trustee, Virginia W. Morgan, The Peoples National Bank of Greenville, S. C., as Executors for the Estate of Clinton J. Morgan of Greenville, South Carolina, hereinafter referred to as Lessor (whether one or more), and THE PURE OIL COMPANY, an Ohio Corporation, hereinafter called Lessee,

## WITNESSETH:

1. That Lessor, in consideration of the rents and covenants hereinafter contained by Lessee to be paid and performed, does hereby demise, let and lease unto Lessee, the premises situate in the city of Greenville, County of Greenville, and State of South Carolina, described as follows:

That certain lot of land situate at the northwest intersection of Main and College Streets in the City and County of Greenville, South Carolina, fronting on Main Street approximately 48.5 feet, extending along College Street approximately 50 feet, and being a width and depth of corresponding measurements, together with that storeroom 23.5 feet by 15.25 feet (inside measurements) which is located in the rear of the store building adjoining this property on the north and which opens directly into the rear part of the Service Station building located on the above described lot, and being the same property as set out in that lease agreement dated February 6, 1930 between Clinton J. Morgan and Jas. H. Morgan, Jr., individually and as Trustees under the Will of Jas. H. Morgan, and the Payne Oil Company and recorded in Greenville County Deed Book #174, Page #304, with the exception of that portion of the building now occupied by Verne W. Swan, formerly occupied by J. A. Bull Grocery Company and later by Fred A. Fuller, Inc, which is excluded from this lease; together with all buildings, improvements and equipment belonging to Lessor and now located on said premises:

2. To have and to hold the same unto the Lessee for a period of Five (5) years commencing on the First (1st) day of March, 1942, and ending on the Twenty-eight (28th) day of February, 1947.

The Lessee is hereby granted the privilege and option of extending this lease for an additional period of No. Option granted ( ) years ending on the \_\_\_\_\_ ( ) day of \_\_\_\_\_, 19\_\_\_\_, under the same terms and conditions as outlined herein for the original term hereof, by giving Lessor thirty (30) days notice of intention to exercise said option.

The Lessee is hereby granted the privilege and option of extending this lease for an additional period of No Option granted ( ) years ending on the \_\_\_\_\_ ( ) day of \_\_\_\_\_, 19\_\_\_\_, under the same terms and conditions as outlined herein for the original term hereof, by giving Lessor thirty (30) days notice of intention to exercise said option.

The payments made and to be made hereunder by Lessee to Lessor shall be considered sufficient consideration for such options, as well as all other options herein granted by Lessor to Lessee.

3. The Lessee agrees to pay as rent for said premises: on or before the 15th day of each month during the term of this lease, a fixed monthly rental of Two Hundred and Twenty-five (\$225.00) Dollars.

4. The Lessee agrees, during the term of this lease or any extension hereof, to maintain and keep the said buildings, improvements and equipment hereby leased in constant good condition and repair,

5. Lessor agrees to pay all taxes, assessments, charges or expense that may be levied or assessed against said premises, or property of Lessor located thereon, during the term of this lease or any extension hereof. Lessee agrees to pay taxes, and any other charges levied or assessed against its property located on said premises.

6. Lessee agrees that it will pay the rent at the time, place and in the manner herein provided; that it will not commit or suffer waste on said premises; that it will not use the premises for any immoral or unlawful purpose, or permit the same to be so used; that it will deliver up said premises at the end of this lease; and that it will comply with all valid laws, ordinances, rules and regulations or any governmental authority respecting the conduct of its business on the demised premises.

7. If the rent or any part thereof shall at any time be in arrears and unpaid after the same is due and payable, or if Lessee shall fail to keep any of the covenants and agreements on its part to be kept and performed and herein contained, and if after ten (10) days notice of such default has been given by Lessor to Lessee said default is not corrected by Lessee, or if Lessee shall be adjudged a bankrupt, or shall make assignment for the benefit of its creditors or if the interest of Lessee shall be sold under execution or other legal process, it shall be lawful for Lessor to enter upon said premises and again have, repossess and enjoy the same as of this lease had not been made, and thereupon, this lease and everything herein contained