

## TITLE TO REAL ESTATE

## L E A S E

Agreement dated the 22nd day of November, 1941, by and between Mr. J. M. Divver, Greenville, S.C. (lessor) and The Texas Company, a corporation of Delaware, having a place of business at Houston Texas (lessee).

(1)--Premises Leased. Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the City of Greenville, County of Greenville, State of South Carolina, described as follows:

Lot of land located just outside City Limits of Greenville, S. C. Beginning at the intersection of Washington Street and U. S. Highway #276 and running northwardly 90 feet to a point; thence southwestwardly a distance of 123 feet to Washington Street; thence southeastwardly 90 feet to the point of beginning, said lot being triangular in shape and bounded on the east by U. S. Highway #276, north by property of J. M. Divver and southwest by Washington Street.

Together with all right, title, and interest of lessor in and to any and all roads, streets and ways bounding the said premises;

Together with the buildings, improvements, fixtures, equipment and facilities of the lessor now located on said premises as follows:

One 18' x 20' Brick Service Station building complete with ladies and men's rest rooms, 24' canopy, inside and outside paved driveways.

(2) Term. To have and to hold for the term of Five (5) years, from and after the First day of January, Nineteen Hundred Forty-two (Jan. 1, 1942) J. M. D.

(3)--Rental. Lessee agrees to pay the following rent for said premises:--  
Fifty (\$50.00) dollars per month, plus an additional sum equal to one-cent for each gallon of Lessee's gasoline sold from said premises each month during the term hereof in excess of 5000 gallons, payable monthly on the 10th day of each month next following the month for which payment is made. Provided, however, that the rental for any one month shall not exceed \$85.00 during the term of this lease.

and agrees that, if any installment thereof shall be due and unpaid for ten (10) days after written notice of such default has been delivered to the Assistant Land Attorney of the Lessee at Houston, Texas lessor shall then have the right to terminate this lease on thirty (30) days' written notice to lessee.

Lessee, at its option, may apply at any time such rental or any installment thereof to the payment of any indebtedness due or to become due from Lessor to Lessee. Such application shall be deemed payment of such rental.

No change in ownership of the premises, or assignment of the rental provided for herein, shall be binding upon lessee for any purpose until after lessee has been furnished with a written transfer or assignment, or a true copy thereof, evidencing such change in ownership or assignment.

(4) Maintenance. Lessor agrees to maintain said premises and improvements, including plumbing, heating, and electric wiring, in good repair, during the term of this lease, and to re-build within sixty (60) days any structure on said premises damaged or destroyed in any manner. In the event of lessor's failure to do so, lessee, at its election, may either terminate the lease on thirty (30) days' notice to lessor, in which event rental shall abate from the date of destruction or damage, or do the necessary repairing or rebuilding at the expense of the lessor, and have the right to apply accruing rentals for the purpose of reimbursing itself for the principal expenditure, together with interest at six per cent. If, during the time the premises are undergoing repairs, the use thereof by lessee is materially interfered with, the rent accruing during such period shall be adated.

(5) Removal of Property. Lessee shall have the right at any time during the continuance of this lease or within thirty (30) days after its termination to sever and remove all buildings, and improvements, fixtures, equipment and other property owned by lessee or placed on said premises by lessee during the term of this or any previous lease, or any extension or renewal thereof.

(6) Lessee's Right of Termination. Should lessee, for any reason other than (a) any wilful act of lessee and/or (b) damage or destruction of premises and/or any structures thereon, be prevented from establishing or continuing the business of distributing petroleum products on said premises, lessee may terminate this lease upon giving thirty (30) days' written notice to lessor, in which event the rental obligation shall be prorated to the date of such termination.

(7) Damages for Defect in Title. Lessor covenants that he is well seized of said premises, has good right to lease the same, and warrants and agrees to defend the title thereto; and to reimburse and hold lessee harmless from all damages and expenses which lessee may suffer by reason of any restriction, encumbrance or defect in such title.

(8) Taxes and Encumbrances. Lessor agrees to pay all taxes, assessments and obligations which are or may become a lien on the demised premises and improvements as they become due. If Lessor should fail to do so, lessee shall have the right either to make such payments for the account of lessor, in which event it shall be subrogated to all the rights of the holder of such lien, and in addition thereto shall have the right to apply accruing rentals in satisfaction of such obligations; or

J.M.D.

T. F. Co. File No. 6866 C