

551-55-42
5510LEASE AGREEMENT

THIS AGREEMENT, made this 29th day of November, 1945, between Talmer Cordell of Greenville County, South Carolina, hereinafter referred to as Lessor (whether one or more), and The Pure Oil Company, an Ohio Corporation, hereinafter referred to as Lessee,

WITNESSETH:

1. Lessor hereby leases and lets unto Lessee that certain tract or parcel of land, with all buildings, structures, improvements and equipment thereon, situated in the City of , County of Greenville, and State of South Carolina described as follows: That certain lot of land located on the North side of Easley Bridge Road, Greenville Township, Greenville County, South Carolina, beginning at an iron pin on the North side of the Easley Bridge Road, which iron pin is 100 feet in an Easterly direction from the northeastern intersection of Washington Avenue and Easley Bridge Road and runs thence N 21-38 W 100 feet; thence N 71-38 E 100 feet; thence S 21-55 E. 100 feet to the North side of the Easley Bridge Road; thence along the North side of Easley Bridge Road S 71-25 W, 100 feet to the point of beginning, and being a part of the lot conveyed to Talmer Cordell in deed dated October 24, 1945 as recorded in Deed Book M, Page 397 in the Auditors office for Greenville County, South Carolina.

together with all appurtenances thereto belonging or in anywise appertaining, and all right, title and interest of Lessor in and to any and all roads, streets, alleys and ways bounding said premises.

2. To have and to hold the same unto the Lessee for a period of Five (5) years from and after the date a certain Service Station to be erected by Lessor at Lessor's expense, in accordance with plans and specifications heretofore agreed upon, is completed and ready for occupancy, hereinafter referred to as the original term.

3. Lessee agrees to pay as rent for said premises: on or before the 15th day of each month during the original term of this lease or any extension hereof a fixed monthly rental of Forty (\$40.00) Dollars.

Rental may be paid by check or draft of Lessee, mailed or delivered to Lessor on or before the due date.

4. Lessor agrees, during the term of this lease or any extension hereof, to maintain and keep the buildings, improvements and equipment hereby leased in constant good condition and repair, and to perform any necessary work of maintenance and repair, at such times and in such manner as not unreasonably or unnecessarily to interfere with the Lessee's use and occupancy of said premises. If the Lessor, after written demand by the Lessee so to do, shall fail or refuse to make any necessary repairs, the Lessee shall have the right, at its option, either (1) to make such repairs and to charge the expense thereof to Lessor which expense the Lessor agrees to pay on demand, and until paid by Lessor, the Lessee shall have the right to deduct such expense from rent thereafter payable by the Lessee hereunder; or (2) to cancel and terminate this lease by giving written notice thereof to the Lessor. The Lessor, however, shall not be required to repair any damage done or waste committed upon said premises by the Lessee, but the Lessee shall repair or restore any and all damage or waste caused by Lessee.

5. Lessor agrees to pay, as they become due, all taxes, assessments and obligations which are or may become a lien on the demised premises and property of Lessor located thereon. If Lessor should fail or refuse to do so, Lessee shall have the right, but not the obligation, to

for Rule and see Deed Book 447 Page 492 and see to J. Butler, et al.