

## TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA )  
 :  
 COUNTY OF GREENVILLE )

THIS AGREEMENT, made and entered into this 6th day of December, 1946, by and between W. A. Bull and Henry P. Willimon, hereinafter referred to as the Lessors and Harry L. Dawes, hereinafter referred to as the Lessee,

W I T N E S S E T H:

That for and in consideration of the mutual promises, covenants and agreements hereinafter contained, it is agreed as follows;

1. That the Lessors do demise and lease unto the Lessee, and the Lessee does take and lease from the Lessors, the following described premises, to-wit:-

That certain piece, parcel, or lot of land beginning at the intersection of Hammett Street and Buncombe Road and running thence along the Buncombe Road 100 feet; thence in a line at a right angle to the Buncombe Road 100 feet; thence to a line parallel to Buncombe Road to Hammett Street; thence along Hammett Street to the beginning corner.

2. TO HAVE AND TO HOLD the above described premises for and during the term beginning on the 1st day of the month following the completion of the retail service station so that same is ready for use which is to be erected thereon, as is hereinafter provided, and ending ten (10) years thereafter.

3. That the Lessee agrees to pay to the Lessors for the use and occupancy of the premises herein demised the sum of Forty-six and 80/100 (\$46.80) Dollars per month, in advance. The rent for each month shall be due and payable on or before the 1st day of said month, provided that the Lessee shall have a period of ten (10) days grace within which to make each of said payments without being in default thereon.

4. That the Lessee does hereby agree that he will erect upon said lot of land, a retail gasoline service station which shall be a reproduction of the Gulf Service Station located at the corner of Bennett Street and East Stone Avenue in the City of Greenville, South Carolina, except that said station shall be made of concrete blocks with stucco on the exterior and that at the end or expiration of this lease, said building shall be and belong and shall be turned over to the Lessors in a good state of repair in as good condition as when erected, reasonable wear and tear excepted. The Lessee does further agree that said building shall be finished on or before September 1, 1947, and that if said building is not finished on or before said time, the Lessors shall have the right to cancel this lease by giving written notice of their intention to do so to the Lessee. Upon receipt of such written notice, all of Lessee's rights hereunder shall cease.

5. That the Lessee does hereby covenant and agree that he will use said premises for the conducting thereon of a retail gasoline and oil business or such other business as the Lessee may desire and that he will not use the demised premises for any unlawful or objectionable business that may constitute a nuisance or injure the value of the property. It is understood and agreed that the Lessee may assign his interest in this lease or may sub-let said premises to either Webster Oil Company or Sinclair Refining Company or any other major oil company not engaging in cut rate business.

6. In the event the Lessee, his heirs or assigns, shall be adjudicated bankrupt, insolvent according to law, or shall file a voluntary petition in bankruptcy, or if any payment of rent shall be past due and unpaid after expiration of grace period provided for above, then in any or all of such events, this agreement of lease shall henceforth terminate at the option of the Lessors and any unmatured rent shall become