

## TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE.

L E A S E

THIS AGREEMENT entered into this 16th day of June, 1947, by and between E. S. Guest of Marietta, Greenville County, South Carolina, hereinafter referred to as the Lessor, and the Mutual Petroleum Company, having a place of business in Greenville County, South Carolina, hereinafter referred to as the Lessee,

W I T N E S S E T H:

For and in consideration of the rent to be paid and the mutual covenants contained herein, the Lessor does hereby lease and demise unto the Lessee the use and occupancy, for the purposes and conditions hereinafter set forth, of certain property located near the town of Marietta, State of South Carolina, a more complete description of said property being contained herein.

TO HAVE AND TO HOLD the above named premises from the 16th day of June, 1947, until the 16th day of June, 1967 unless sooner terminated under the provisions hereof.

WHEREAS, the Lessor is the owner in fee simple of a certain tract of land facing Geer Highway just South of Marietta and the Lessor agrees to build a concrete block filling station building on a portion of said land hereinafter described with a fifty (50) foot frontage and twenty-six (26) foot depth containing men and women's rest rooms inside the building complete with water and lights and with concrete wash racks and concrete paving under the lift. The Lessor agrees to complete this building with first class material and to put the premises in good order at the earliest possible date feasible and as soon as said building is constructed, the Lessor agrees to turn over the building under the terms of this lease to the Lessee under the conditions contained in this lease.

The Lessor hereby leases unto the Lessee a tract of land with the above described improvements thereon in the County of Greenville, State of South Carolina, described as follows:-

Beginning on the Geer Highway just South of Marietta 150 feet North of the North River Bridge and running thence 150 feet North along the Geer Highway; thence E. 100 feet; thence S. 150 feet parallel to the line on the Geer Highway; thence W. 100 feet in a parallel line to the one running East from the Geer Highway.

Together with all right, title and interest of the 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 located on the said premises and to be constructed on said premises in accordance with the covenants of this lease.

In consideration of the promises and covenants of the Lessor the Lessee agrees to pay the following rental for the said premises: Fifty (\$50.00) Dollars per month, payable on or before the 10th day of each month next following the month for which payment is made. It is understood, however, that for each year of the term hereof in which more than 60,000 gallons of Lessee's gasoline shall be sold from the leased premises, Lessee shall pay, within thirty days after the expiration of such year an additional sum equal to one cent (1¢) for each gallon of its gasoline so sold in excess of 60,000 gallons; provided that if this lease is terminated prior to expiration of any contract year, then the additional rental, if any, shall be a sum equal to one cent (1¢) for each gallon of Lessee's gasoline sold in excess of that quantity which bears the same ratio or proportion to 60,000 gallons as the expired portion of such contract year bears to the whole year.