

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

THIS AGREEMENT, made and entered into this 9th day of July, 1947, by and between Walter W. Goldsmith, hereinafter referred to as the Lessor, and C. F. McCullough, doing business as McCullough Oil Company, hereinafter referred to as the Lessee:

WITNESSETH

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

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

That certain piece, parcel, or lot of land on the Northeast side of the Laurens Road, near the City of Greenville, South Carolina, being a part of the Thomason property and having the following metes and bounds to-wit:

BEGINNING at an iron pin on the Laurens Road, corner of property belonging to Duncan and running thence along the line of the Duncan property N. 33-52 E. 150 feet to an iron pin; thence N. 56-08 W. 4.98 feet to an iron pin; thence N. 33-52 E. 33 feet; thence S. 56-08 E. 94.98 ft.; thence S. 33-52 W. 183 feet to a point on Laurens Road; thence with Laurens Road N. 56-08 W. 90 feet to the point of beginning.

2. TO HAVE AND TO HOLD the above described premises for and during the term beginning on the 1st day of August, 1947, and ending at midnight on the 31st day of July, 1957.

3. That the Lessee does hereby agree to pay to the Lessor for the land herein demised, as rental therefor, the sum of Sixty-seven and 50/100 (\$67.50) Dollars per month in advance through the month of October, 1947. From and after that time the Lessee shall pay as rental for said property the sum of One Hundred Sixty-seven and 50/100 (\$167.50) Dollars per month. The rent for each calendar month shall be due and payable on the 1st day of said month.

4. That the Lessee does hereby agree that he will erect upon said lot of land a retail gasoline service station and a warehouse containing approximately two thousand (2,000) square feet, according to plans and specifications by J. G. Cunningham, Architect, of Greenville, South Carolina. The Lessor does hereby agree to pay for the cost of the construction of said service station and warehouse, not exceeding the sum of Twelve Thousand (\$12,000.00) Dollars. If the cost of erecting same shall exceed the sum of Twelve Thousand (\$12,000.00) Dollars, the Lessee does hereby agree to pay the amount in excess of said sum at his own cost and expense. Should said buildings cost less than (\$12,000.00) Twelve Thousand Dollars the monthly rental herein provided for in paragraph 3 shall be reduced at the rate of one-twelfth (1/12) of ten percent (10%) of the difference between the sum of Twelve Thousand (\$12,000.00) Dollars and the actual cost of said buildings.

5. The Lessee does hereby covenant and agree that he will use said premises for the purpose of conducting thereon a retail and wholesale gasoline and oil business. It is understood and agreed that the Lessee may not assign his interest in this lease or sublet said premises in whole or in part without the prior written consent of the Lessor.

See Deed Book 494 Page 161
509 Amendment to Lease