

275 JUL 29 1949 8 59 AM 1949 LEASE TO COMPANY

mail
Esso & Standard Oil Co.
Columbia

AGREEMENT made this 18th day of FARNSWORTH, 1949, by and between George D. Davis, R.M.C., of

14 Arden Street, (Eastover) Greenville, State of South Carolina, hereinafter called "Lessor", and Esso Standard Oil Co., a Delaware corporation, having an office at Columbia, South Carolina hereinafter called "Lessee".

WITNESSETH: That Lessor does hereby demise and lease unto Lessee, and Lessee agrees to take all that lot, piece or parcel of land situate in the Town or City of Greenville, County of Greenville, State of South Carolina,

LOCATION

more fully described as follows:

DESCRIPTION

Lot situated on the northwest corner of Buncombe and Hammet Streets, just beyond the city limits of Greenville on U. S. Highway #25, running from Greenville to Asheville. Said lot being in the form of an approximate square and measuring approximately 100 feet on all sides. the Being/identical piece of property leased to Standard Oil Company of New Jersey by George D. Davis in lease dated June 1, 1937, recorded in the Clerk of Court's Office of Greenville County.



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together with all rights of way, easements, highways and pavements, curb and street front privileges thereunto belonging and together with all the buildings, improvements and equipment thereon or connected therewith, including the property listed under Schedule "A" hereto annexed.

PERIOD

TO HOLD the premises hereby demised unto Lessee for Five (5) years, beginning on the 1st day of August, 1949, and ending on the 31st day of July, 1954, on the following terms and conditions:

RENTAL

(1) Lessee shall pay the following rent: An amount equivalent to one cent (1¢) for each gallon of gasoline and other motor fuels sold during the month or fraction thereof at said premises by Lessee, said rentals to be payable on or before the 15th day of the month following the month in which the rental is earned; provided that said rental shall in no event be less than ONE HUNDRED DOLLARS (\$100.00) for each successive monthly period hereof. Lessee shall keep such records as will accurately show the number of gallons of gasoline and other motor fuels sold at the demised premises and will permit Lessor to inspect such records at any time and from time to time during business hours when Lessor desires so to do.

RENEWAL

(2) Lessee shall have the option of renewing this lease for one (1) period of five (5) years, to begin on the expiration of the original term herein granted, upon the same terms and conditions as herein set forth and all of said privileges of renewal shall be considered as having been exercised unless Lessee gives Lessor notice in writing at least thirty (30) days prior to the expiration of the lease then in effect of its intention not to exercise such renewal privilege.

TITLE

(3) Lessor covenants that it is well seized of the demised premises, has good right to lease them and hereby warrants and agrees to defend the title thereto and to reimburse and hold Lessee harmless from any loss by reason of any defect in the title. Lessor agrees to notify Lessee immediately upon any default in payment of mortgage interest or principal, or in payment of taxes or other liens upon the premises and Lessee shall have the right to make such defaulted payments for the account of Lessor. Any sums so advanced by Lessee, including costs and attorneys' fees incurred by Lessee in defending any suits and protecting its rights herein granted, shall bear interest at the rate of six per cent (6%) per annum, and the rent provided for herein may be applied to the payment of such sums and interest, or Lessee may require Lessor to pay any unpaid balance. Should the term of this lease or any renewal term provided for herein, expire before such sums with interest have been fully repaid to Lessee, Lessee may, at its option, continue to occupy said premises on the terms and conditions herein provided until such sums with interest have been fully repaid.

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