

9221 **Esso**
APR 15 1950

LEASE TO COMPANY

AGREEMENT made this 23rd day of February, 1950,
by and between G. B. Nalley and Thomas T. Fedder
Street, Easley

State of South Carolina, hereinafter called "Lessor", and
ESSO STANDARD OIL COMPANY, 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 ~~Easley~~ Greenville
County of Greenville, State of South Carolina,
described as follows:

LOCATION
DESCRIP-
TION

* Beginning at an iron pin at the northeast intersection of McBee Boulevard
and Easley Bridge Road; thence south 39 degrees 50 min. east 106.95 feet
along McBee Boulevard; thence north 56 degrees 47 min. east 70.95 feet;
thence north 32 degrees 40 min. west 82.2 feet; thence south 72 degrees
47 min. west 87.5 feet along Easley Bridge Road back to the point of
beginning.



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PERIOD

together with all rights of way, easements, driveways and pavement, curb and street front
privileges thereunto belonging and together with all the buildings, improvements and equipment
thereon or connected therewith, and the service station building and facilities hereinafter referred
to, including the property listed under Schedule "A" hereto annexed.

To hold the premises hereby demised unto Lessee for Ten (10) years, beginning at noon
the 1st day of May, 1950, and ending on the 1st day of May, 1960, 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 or its sublessees or assigns, said rental 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 forty dollars (\$140.00) per month for the first five (5) years and one
hundred sixty dollars (\$160.00) per month for the next five (5) years. Lessee shall
keep, or cause to be kept, such records as will accurately show the number of gallons
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

The rental during the option period shall be at one cent (1¢) per gallon, with a
one hundred fifty dollars (\$150.00) per month minimum.
(2) Lessee shall have the option of renewing this lease for Ten (10) additional
periods of one (1) year each, the first of such periods to begin on the expiration of the original
term herein granted, and each successive period to begin on the expiration of the period then in
effect, 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 period then in effect of its intention not to
exercise such renewal privilege.

TITLE

TICKLER

CARDS

WCKET

(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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