

FILED  
GREENVILLE CO. S.C.

SEP 28 11 35 AM 1951

ALLIE FARNSWORTH  
R.M.C.



LESSOR-IMPROVED-SERVICE-STATION		
APPROVED		
1st	2nd	3rd
<i>[Signature]</i>		
DATE 8/27/51	DATE	DATE

THIS LEASE, made this Twenty-second day of August in the year one thousand nine hundred and Fifty-one between LYDIA P. MARTIN and husband, J. ROBERT MARTIN, JR.

hereinafter referred to as "LESSOR," and THE AMERICAN OIL COMPANY, a corporation duly organized under the laws of the State of Maryland, hereinafter referred to as "LESSEE";

1. WITNESSETH: that LESSOR, in consideration of the rent hereinafter expressed to be paid, doth hereby demise and lease unto LESSEE, its successors and assigns, the property situate, lying and being in Greenville County, State of South Carolina, and more particularly described as follows:--

*[Handwritten initials]*

*[Handwritten initials]*

BEGINNING at an iron pin in the Northerly Right-of-Way Line of U.S. Highway No. 123, said beginning point being One Hundred Feet (100') Westerly from the intersection of said Right-of-Way Line with the Southerly Right-of-Way Line of an unpaved County Road; thence running in a Westerly direction and with the Northerly Right-of-Way Line of U.S. Highway No. 123, a distance of One Hundred and Fifty Feet (150') to a point; thence in a Northerly direction, a distance of Seventy-Eight Feet (78'), more or less, to a point in the Southerly Right-of-Way Line of an unpaved County Road; thence in an Easterly direction and with the said Southerly Right-of-Way Line, a distance of One Hundred and Fifty Feet (150') to an iron pin located One Hundred Feet (100') Westerly from the intersection of the said Southerly Right-of-Way Line with the Northerly Right-of-Way Line of U.S. Highway No. 123; thence in a Southerly direction, a distance of Forty-Three and Seven-Tenths Feet (43.7') to the point of BEGINNING.

Said being a portion of the parcel of land designated as Tract "B" conveyed by the South Carolina State Highway Commission to L. P. Martin by Deed dated December 30, 1949 and recorded in the R.M.C. Office for Greenville County, South Carolina in Book 399, at Page 152. (The property above described being shown outlined in red on the attached blueprint).

2. TOGETHER WITH all buildings and improvements thereon, and all rights, alleys, ways and appurtenances thereunto belonging or in anywise appertaining; and together with all LESSOR'S right, title and interest in and to all sidewalks, alleys and street spaces abutting the demised premises.

3. TO HAVE AND TO HOLD the aforesaid premises unto LESSEE, subject to the provisions of this lease, for the term of Ten (10) Years beginning on the 15th day of November 19 51, and ending on the 14th day of November 19 61;

4. The said LESSEE, yielding and paying unto the said LESSOR as rental a sum, payable on the fifteenth day of each month, equivalent to one cent (1¢) per gallon on each gallon of LESSEE'S brands of gasoline and/or motor fuel sold during the preceding calendar month from said premises by LESSEE, its agents or assigns to the consuming trade, it being understood, however, that said rent shall not be less than One Hundred and Fifty Dollars (\$150.00) per month, nor more than Two Hundred and Fifty Dollars (\$250.00) per month.

it being understood and agreed, however, that said rent hereunder shall not begin or accrue until such time as LESSOR shall have erected and finally completed a drive-in gasoline service station upon the demised premises, as hereinafter provided, and shall have delivered actual possession thereof to the LESSEE. LESSEE may apply all or any part of the rentals accruing under this lease to the payment of any sum or sums owing or that may become owing by LESSOR to LESSEE at any time during the continuance of this lease.

AND THE PARTIES HERETO do further covenant and agree together as follows:

5. LESSEE shall have the following options to renew and extend this lease at the rental hereinafter mentioned, viz.:

(a) An option to renew and extend this lease for a further term of Five (5) years next succeeding the term of this lease, at a rental during such renewal term of at the same rental as stipulated for the original term hereof, except that the rent during this renewal period shall not be less than \$175.00 per month, nor more than \$300.00 per month.

(b) A further option to renew and extend this lease for a further term of NONE years next succeeding the expiration of the first renewal period above mentioned, at a rental during such second renewal term of \_\_\_\_\_

(c) A further option to renew and extend this lease for a further term of NONE -- years next succeeding the expiration of the second renewal period above mentioned; at a rental during such third renewal term of \_\_\_\_\_

it being agreed that in the event of the exercise by LESSEE of said renewal options or any thereof, all covenants, terms,

*[Handwritten initials]*