VOL 514 PAGE 268

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STATE OF SOUTH CAROLINA

S U B L E ALS FARNSWORL

COUNTY OF GREENVILLE



INDENTURE MADE THIS 15th day of November, 1954, between W. W. Wilson and E. G. Wilson, party of the first part, of Laurens, Laurens County, State of South Carolina, and Phinney Oil Company, party of the second part, having its principal place of business in Laurens, South Carolina.

WHFREAS by an indenture of lease dated the 20th day of January, 1953, and made between Ernest Gault, the original lessor, and the party of the first part hereinbefore named, certain lands therein particularly described were demised to the party of the first part, their executors, administrators, and assigns, for the term of five (5) years from the 20th day of January, 1953, at the yearly rent of Five Hundred (\$500.00) Dollars, subject to the covenants by the lessees and conditions therein contained; and

WHEREAS the party of the first part has constructed certain buildings on the subject property and now operates and conducts a gasoline service station business, and has agreed with the party of the second part to make to it an underlease of said premises upon the terms hereinafter expressed; now this indenture witnesseth, that in pursuance of the said agreement and in consideration of Five (\$5.00) Dollars paid by the party of the second part, the receipt of which is hereby acknowledged, they, the party of the first part, doth hereby demise unto the party of the second part, its successors and assigns, all the premises comprised in and expressed to be demised by the lease hereinbefore recited with the buildings, pumps, tanks, tools, equipment and all property now situated on the said demised lands. To have and to hold the said premises unto the party of the second part, its successors and assigns, for the full unexpired term of said original lease; yielding and paying therefor during the said term hereby granted the monthly rent of One Hundred and Ten (\$110.00) Dollars, payable on the 1st day of each and every month and in advance and Fifty Five (\$55.00) Dollars payable upon the signing of this agreement for the balance of the month of November, 1954.

The party of the second part hereby covenants with the party of the first part, that it, the party of the second part, its successors and assigns, will pay the monthly rent of One Hundred Ten and no/100 (\$110.00) Dollars on the first day of each and every month hereafter in advance, with Fifty Five (\$55.00) Dollars being paid at the time of signing of the agreement for the balance of the month of November, 1954; and will pay all taxes on said lands and equipment and make all necessary repairs of said building; provided always, that on any breach of any of the covenants by the party of the second part herein contained, the party of the first part may re-enter upon the said premises and immediately thereupon this lease shall absolutely determine.

The party of the first part hereby covenants with the party of the second part, its successors and assigns, that they, performing or observing all the covenants by the party of the second part herein contained, may quietly hold and enjoy the said premises during the said term, without any interruption by the party of the first part, or any person claiming through them; and further, that they, the party of the first part, will during the said term hereby granted, duly pay the said yearly rent of Five Hundred (\$500.00) Dollars by the said recited lease reserved, and will at all time keep the party of the second part indemnified against all actions, exprenses, claims and demands, on account of non payment of the said rent, or any part thereof; that the party of the second part hereby covenants that they will keep the buildings and equipment insured fully at all times during the said term of this agreement.

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