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P.O. Box 1348 City

LEASE TO COMPANY

AGREEMENT made this 30th day of November, 1956, by and between E. A. Hightower and J. W. Matthews, his wife, of Street, Greer, State of South Carolina, hereinafter called "Lessor", and ESSO STANDARD OIL COMPANY, a Delaware corporation, having an office at Gervais Street, 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 Greer, County of Spartanburg, State of South Carolina

LOCATION

DESCRIPTION



more fully described as follows: Beginning at iron pin, junction of the eastern edge of right of way of Southern Railway and Victor Avenue, and runs thence with the Southwestern edge of said Avenue, S-51-38 E Eighty-two and eight-tenths (82.8) feet to a point within one foot of drill hole marking corner of Victor Mill Store lot; thence S-38-14 W One hundred fourteen (114) feet to a point one foot North of iron pin marking another corner of said Victor Mill Store lot; thence N-1-58 E Seventy-One and nine-tenths (71.9) feet to iron pin; thence N 2-13 E Sixty-eight and five-tenths (68.5) feet to the point of beginning.

Subject, however, to right of way and easement for water, sewer and electrical lines which may cross said property and more specifically made subject to the easement for the Southern Railway siding as shown in Plat Book 26, Page (), recorded in the RMC office for Spartanburg County and entitled "Property of Victor Monaghan Co., Victor Plant, Greer, S. C."

The property conveyed by James J. Bennett to E. A. Hightower and J. W. Matthews is a part of the same conveyed to James E. Bennett by the deed of J. P. Stevens & Co., Inc., dated May 10, 1951 and recorded in Vol. 17 V, Page 337, of the RMC Office for Spartanburg County. Deed of James E. Bennett to E. A. Hightower & J. W. Matthews is recorded in Vol. 22 R at Page 598, in the RMC Office for Spartanburg County.

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, including the property listed under Schedule "A" hereto annexed.

PERIOD

TO HOLD the premises hereby demised unto Lessee for One (1) years, beginning on the 1st day of December, 1956, and ending on the 1st day of December, 1957, on the following terms and conditions:

RENTAL

(1) Lessee shall pay the following rent: An amount equivalent to One cents (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. Lessee shall keep, or cause to be kept, 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 Four (4) 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

(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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