

APR 28 1958 **ESSO** 40031

WS 15001
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Mail:
LEASE TO COMPANY

* AGREEMENT made this 17th day of March, 1958,
* by and between Mrs. Mildred Gossett and
*
* Street, Greenville, hereinafter called "Lessor", and
* State of South Carolina, hereinafter called "Lessee", and
* ESSO STANDARD OIL COMPANY, a Delaware corporation, having an office at
* Charlotte, North Carolina
* hereinafter called "Lessee".

LOCATION

DESCRIP-
TION

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
* more fully described as follows:

* All that certain lot of land situate and lying in Greenville County, State of
* South Carolina, being described as follows: BEGINNING at the intersection of
* the northeast corner of Woodside Avenue and Morgan Street, running in an easterly
* direction along Morgan Street for a distance of approximately 70 feet; thence in
* a northerly direction and parallel with Woodside Avenue for a distance of approxi-
* mately 65 feet. Thence in a westerly direction parallel with Morgan Street for a
* distance of approximately 60 feet. Thence in a southerly direction along and
* parallel with Woodside Avenue for a distance of approximately 65 feet to the
* point of BEGINNING.

* It is distinctly understood that the above metes and bounds are approximate,
* it being the intention of the lessor to lease to the lessee that portion of
* the building now being used or formerly used exclusively as a filling station
* and divided by a tin partition. The two shops connecting with said filling
* station are expressly excluded from the terms of the lease and the lessor has
* the right to use the said two shops in any manner that she sees fit, and that
* the present ingress and egress remain in her name; that the ladies' restroom
* now used with said filling station is included in a part of this property so
* leased to the lessee.

* 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 Five (5) years, beginning on
* the 10th day of February, 1958, and ending on the 9th
* day of February, 1963, on the following terms and conditions:

RENTAL

(1) Lessee shall pay the following rent:

* An annual rent of Fifteen Hundred Dollars (\$1,500.00) in equal monthly
* installments of One Hundred Twenty-Five Dollars (\$125.00) payable on the
* first day of each month in advance, plus an amount equivalent to One Cent
* (1c) for each gallon of gasoline and other motor fuels in excess of
* 33,000 gallons sold during each three-months' period at said premises by
* Lessee, its sublessees or assigns, said gallonage rental to be payable on
* or before the 15th day of the month following the three-months' period in
* which the rental is earned, if any.

RENEWAL

(2) Lessee shall have the option of renewing this lease for 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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