



BOOK 599 PAGE 59
IMPROVED SERVICE STATION
MAY 23 3 45 PM 1958
OLLIE NORTH

THIS AGREEMENT AND LEASE, made and entered into this Fifteenth day of April in the year one thousand nine hundred and Fifty-eight by and between Richard B. Marette and Norma Jean Marette, his wife

of R. F. D. #7, Greenville, S. C.

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

WITNESSETH:

1. That LESSOR has leased, let, demised and by these presents does lease, let and demise unto LESSEE, its successors, sublessees and assigns, the property situate in County of Greenville, U. S. Hwy. #25, New Buncombe Road, State of South Carolina.

and more particularly described, as follows: BEGINNING at the point of intersection of the North-eastern right-of-way line of U. S. Hwy. No. 25 and the Northern right-of-way line of South Parker Road and running thence North 39 Deg. 30 Min. West along said right-of-way line of U. S. Hwy. No. 25 a distance of One Hundred Thirty (130.00) feet to a point; thence North 50 Deg. 30 Min. East a distance of One Hundred Sixteen and Seven Hundredths (116.07) feet to a point; thence South 39 Deg. 30 Min. East a distance of One Hundred Fifty-six and twenty-six hundredths (156.26) feet to a point in the Northern right-of-way line of South Parker Road; thence South 63 Deg. 15 Min. West along said right-of-way line of South Parker Road a distance of One Hundred Nineteen (119.00) feet to the point of BEGINNING.

Being a portion of the property conveyed by Fay D. Marette, Margaret M. Burden and Doris M. Hughes to Richard B. Marette, Jr. by Deed dated August 20, 1955 and recorded in Deed Book 532, Page 361 in the Office of the Register of Mesne Conveyance for Greenville County, S. C.; being also a portion of the property conveyed by Margaret M. Burden to Richard B. Marette, Jr. by Deed dated June 17, 1957 and recorded in Deed Book 580, Page 1 in the Office of the Register of Mesne Conveyance for Greenville County, S. C.

The above described property is subject to a Twenty-five (25.) foot wide Beautification Easement along the Northeastern right-of-way line of U. S. Hwy. #25 granted to the South Carolina State Highway Department. (as shown outlined in red on the blueprint plat attached hereto and made a part hereof).

TOGETHER WITH all buildings, improvements and equipment thereon or in connection therewith; and together with all rights, alleys, rights-of-way, easements, appurtenances thereunto belonging or in anywise appertaining; and together with all LESSOR'S right, title and interest in and to all sidewalks, pavements, curbs, alleys, streets and highways, abutting the demised premises or thereunto belonging.

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2. TO HOLD the aforesaid premises unto LESSEE, its successors, sublessees and assigns, for the term of Ten (10) Years beginning on the First day of September 1958, and ending on the Thirty-First day of August, 1968, hereinafter called "the original term."

3. LESSEE shall pay the following rent to LESSOR on the following terms and conditions: The sum of Two Hundred and Seventy-Five Dollars (\$275.00) per month, payable on the first day of each month, in advance.

it being agreed, however, that said rent shall not commence nor shall it accrue until such time as LESSOR shall have erected and finally completed a gasoline service station on the demised premises, as hereinafter provided, and LESSEE shall have accepted actual possession thereof, by written notice to LESSOR.

4. LESSEE shall have the following options to renew and extend this lease at the rent 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 rent during such renewal term of The same rental as stipulated for the original term hereof.

(b) A further option to renew and extend this lease for a further term of Five (5) years next succeeding the expiration of the first renewal period above mentioned, at a rent during such second renewal term of The sum of Three Hundred Dollars (\$300.00) per month, payable on the first day of each month, in advance.

(c) A further option to renew and extend this lease for a further term of Five (5) years next succeeding the expiration of the second renewal period above mentioned, at a rent during such third renewal term of The sum of Three Hundred and Twenty-Five Dollars (\$325.00) per month, payable on the first day of each month, in advance.

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