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FILED 6457
AUG 25 1959 LEASE TO COMPANY

AGREEMENT made this 8th day of May, 1959, and by and between W. W. Kellett and J. P. Kellett, ~~crossed~~ of

State of South Carolina, hereinafter called "Lessor", and ESSO STANDARD OIL COMPANY, a Delaware corporation, having an office at 1600 Woodlawn Road, Charlotte, North Carolina hereinafter called "Lessee".

Mail

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 Fountain Inn, County of Greenville, State of South Carolina more fully described as follows:

LOCATION

DESCRIP-TION

msk

Beginning at an iron pin on the S. W. Corner of Depot Street and U. S. Highway 276 running in a southerly direction along U. S. Highway 276 for a distance of approximately 50 feet; thence in an easterly direction for a distance of approximately 70 feet; thence in a northerly direction for a distance of approximately 50 feet to Depot Street; thence along Depot Street for a distance of approximately 70 feet to the point of beginning.



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 1st day of June, 1959, and ending on the 30th day of May, 1964, on the following terms and conditions:

RENTAL

(1) Lessee shall pay the following rent:

An annual rental of Twelve Hundred Dollars (\$1200.00), payable in equal monthly installments of One Hundred Dollars (\$100.00) on the first day of each month in advance.

W. W. Kellett
J. P. Kellett

RENEWAL

(2) Lessee shall have the option of renewing this lease for None 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.

W. W. Kellett
J. P. Kellett

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