

SEP 9 2 53 PM 1968

LEASE AND ASSIGNMENT OF RENTS

Pure Oil Division
Union Oil Company of California

6003 CLLEH ... NORTH



THIS AGREEMENT, made and entered into on the 12th day of June, 1968, by and between JAMES R. TRAMMELL and MILDRED L. TRAMMELL, his wife

hereinafter referred to as "Lessor" (whether one or more), and PURE OIL DIVISION, UNION OIL COMPANY OF CALIFORNIA, a California corporation, with an office at 200 East Golf Road, Palatine, Cook County, Illinois, hereinafter referred to as "Lessee,"

WITNESSETH:

1. Lessor hereby leases and lets unto Lessee that certain tract or parcel of land, with all buildings, structures, improvements and equipment now on or to be constructed or installed thereon, situated in the City of Greenville, County of Greenville, and State of South Carolina, described as follows:

J.R.T. INITIAL HERE
M.L.T.
7/28/68

BEGINNING at an iron pin located where the Westerly right-of-way line of U. S. Highway #25 (Poinsett Highway) intersects with the Southerly right-of-way line of New Perry Road (Duncan Chapel Road); thence from said point of beginning running along the Southerly right-of-way line of New Perry Road, South 19° 58' West, 154.2 feet to an iron pin in the Southerly right-of-way line of New Perry Road; thence leaving said right-of-way and continuing South 47° 50' East, 134.7 feet to an iron pin; thence North 42° 23' East, 114.55 feet to an iron pin in the Westerly right-of-way line of U. S. Highway #25; thence running along the Westerly right-of-way line of U. S. Highway #25, North 39° 31' West, 195.6 feet to the POINT OF BEGINNING.

Being the same property conveyed to James R. Trammell by Deed from Union Oil Company of California, a California corporation, said Deed recorded September 9th, 1968, in Book 851, Page 501, in the Records of Greenville County, South Carolina

together with all appurtenances thereto belonging or in anywise appertaining, and all right, title and interest of Lessor in and to any and all roads, streets, alleys, and ways bounding said premises.

2. TO HAVE AND TO HOLD for a term commencing as of the date of this lease and ending on the last day of August, 1978, hereinafter referred to as the original term.

J.R.T. INITIAL HERE
M.L.T.
7/28/68

~~Lessee is hereby granted the option of extending this lease for an additional period of X years commencing on the day following the expiration of the original term, and ending on the last day of X, 19XX, under the same terms and conditions as outlined herein for the original term hereof except that the rental for and during said extended term shall be at the rate of X Dollars (\$X) per calendar month payable on or before the first day of each calendar month, by giving Lessor written notice of the exercise of such option at least thirty (30) days prior to the expiration of the original term, hereinafter referred to as the first extended term.~~

Lessee is hereby granted the further option of extending this lease for an additional period of X years commencing on the day following the expiration of the first extended term and ending on the last day of X, 19XX, under the same terms and conditions as outlined herein for the original term hereof except that the rental for and during said extended term shall be at the rate of X Dollars (\$XX) per calendar month payable on or before the first day of each calendar month, by giving Lessor written notice of the exercise of such option at least thirty (30) days prior to the expiration of the first extended term, hereinafter referred to as the second extended term. The first extended term and the second extended term are hereinafter referred to as the extended term.

3. Lessee agrees to pay to Lessor as rental for said premises for said original term the sum of Twenty One Thousand One Hundred Fifty Three and 60/100 Dollars (\$ 21,153.60) payable in monthly installments of One Hundred Seventy Six and 28/100 Dollars (\$ 176.28) each (last installment may be unequal), the first installment due and payable on or before the last day of September, 1968, and a like installment on the last day of each month thereafter until the full amount is paid. Rental may be paid by check or draft of Lessee, mailed or delivered to Lessor on or before the due date.

4. Lessor agrees, during the term of this lease, to maintain and keep the said buildings, structures, improvements and equipment hereby leased in constant good condition and repair, and to perform any necessary work of maintenance, repair and/or restoration, at such times and in such manner as not unreasonably or unnecessarily to interfere with Lessee's use and occupancy of the leased premises. If the Lessor, after written demand of Lessee so to do, shall fail or refuse to immediately make any necessary repairs and/or restorations, Lessee shall have the right to make such repairs and/or restorations and charge the expense thereof to Lessor, which expense Lessor agrees to pay to Lessee on demand, and until repaid to Lessee such expenditure, so made by Lessee for the account of Lessor, shall bear interest at the rate of 6% per annum. The Lessor, however, shall not be required to repair any damage done or waste committed upon said premises by the Lessee, but the Lessee shall repair or restore any and all damage or waste caused by Lessee.