

Lessee's notice of election to purchase shall be sufficient if deposited in the mail addressed to lessor at or before midnight of the day on which option term expires. Lessor shall, when requested by lessee, deliver to lessee complete abstracts of title, furnish up to date survey by a licensed or registered professional engineer or surveyor, showing elevations of property and corners marked with concrete monuments upon receipt of which the lessee shall have a reasonable time in which to examine the title and, upon completion of title examination, if title is found satisfactory, shall tender the purchase price to lessor and lessor, at time of such tender, shall deliver to the lessee a good and sufficient warranty deed conveying the premises to the lessee free and clear of all encumbrances (including, without limiting the foregoing, the rights of dower and/or courtesy).

- (10). APPLICATION OF OPTION PURCHASE PRICE. In event accruing rentals are insufficient to reimburse lessee for expenditures made by lessee hereunder, and in event lessee exercises the option to purchase the demised premises, lessee may apply such part of the purchase price as is necessary to (a)- completely reimburse itself for such expenditures and (b)- pay any other indebtedness of lessor to lessee, together with interest at six per cent.
- (11). HOLDOVER. If, at the expiration or termination of this lease or any extension thereof, lessee should hold over for any reason the tenancy of lessee thereafter shall be from month to month only and be subject to all other terms and conditions of this lease, in the absence of a written agreement to the contrary.
- (12). ASSIGNMENT AND SUB-letting. Lessor consents that lessee may assign or sub-let the premises provided that lessee shall remain liable to lessor for the performance of all of the terms hereof.
- (13). NOTICE. Notices from lessee to lessor shall be sufficient if delivered to lessor, or if placed in the United States Mails addressed to the address shown in this lease. Notices from lessor to lessee shall be sufficient if posted in the United States Mails, postage prepaid, addressed to the lessee's principal place of business as shown in this lease.
- (14). APPROVAL AND SIGNING BY LESSEE. This agreement, whatever the circumstances, shall not be binding on the lessee unless and until approved and signed on its behalf by an Executive Officer, Manager (Sales Department), Assistant Manager (Sales Department) or Manager, Real Estate Division.
- (15). SUCCESSORS AND ASSIGNS. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors or assigns.
- (16). Lessor agrees to construct or cause to be constructed upon the demised premises, for use of -lessee, certain remodeling and additions to the building now on the said premises, such remodeling and additions to consist of the construction of one combination washing and lubrication bay with overhead door to be completed in accordance with the Texas Company's Type N-2 Service Station Plan A-259.
- (17). In the event of lessor's failure to make or cause to be made the remodeling and additions as provided in Paragraph (16) hereof, within 90 days after the delivery by lessee to lessor of this lease, duly approved and signed, the lessee may, at its election, either terminate the lease on 30 days' notice to lessor or make the said remodeling and additions at the expense of the lessor and have the right to apply accruing rentals for the purpose of reimbursing itself for principal expenditure together with interest at six (6%) per cent.
- (18). Lessors hereby gives the lessee the right and option to renew and extend this lease in all its original terms, conditions and covenants, for an additional term of five (5) years from its expiration.

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Lessee's notice of its election to exercise this option shall be sufficient if deposited in the U. S. Mail addressed to lessors at or before midnight of February 28, 1945.

IN WITNESS WHEREOF lessor and lessee have hereunto subscribed their names the day and year first above written.

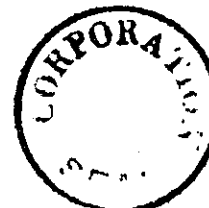
Witness- J. S. Paget
Witness- L. B. Wilson

Spasia Taleff (SEAL)
Tony Taleff (SEAL)
(Lessor)

Attest: Reinhold Hekeler
Assistant Secretary

(Acknowledgments)

THE TEXAS COMPANY (Lessee)
By- W. H. Kershaw
Manager Sales Department



STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

Personally appeared before me J. S. Paget (witness), who being duly sworn, says that he saw the within named Tony Taleff sign, seal, and as his act and deed deliver the foregoing instrument for the purpose therein mentioned, and that he with L. B. Wilson (witness), witnessed the execution thereof.

Sworn to before me this 2nd, day of
Jan. A. D., 1940.

J. S. Paget (Witness)

Wilton J. Gibson
Notary Public, in and for Gville. County,
South Carolina.
My Commission expires At will of Governor.



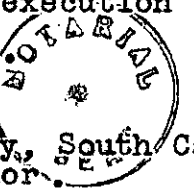
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

Personally appeared before me J. S. Paget (witness), who being duly sworn, says that he saw the within named Spasia Taleff, wife of the within named Tony Taleff, sign, seal, and as her act and deed, deliver the foregoing instrument for the purposes therein mentioned, and that he with L. B. Wilson (witness), witnessed the execution thereof.

Sworn to before me this 2nd. day of Jan.
A. D., 1940.

J. S. Paget (Witness)

Wilton J. Gibson
Notary Public, in and for Gville. County, South Carolina.
My commission expires: At will of Governor.



Approved as to: Terms G. E. Ware-- Description- E. E. Pattner ---- Form J. H. Pipken.

S. C. Stamps \$ 2.40

Recorded April 5, 1940 at 9:00 A. M. # 4690. By- J. H.-