48782 PROVENCE-JARRARD CO.-GREENVILLE

thereof to Lessor.

Lessor agrees to convey and transfer said premises to Shell by recordable warranty deed, containing general covenants of warranty, and to transfer and set over to Shell all personal property, if any, covered by such option by a good and sufficient bill of sale. Rent and taxes shall be adjusted as of the date on which such deed is delivered to Shell. "Evidence of Lessor's title," wherever used in this instrument, means whichever of the following Shell shall specify: (1) a complete abstract of title by an abstractor selected by Shell; (2) a Certificate of Title by an abstractor selected by Shell; (3) the opinion addressed to Shell of an attorney selected by Shell based on his search of the title; (4) the report of a title insurance company selected by Shell preliminary to the issuance to Shell of a policy fully insuring the interest Shell is to acquire in the premises. If such report is specified, Lessor shall pay for and cause such policy to be delivered to Shell, in default of which Shell may obtain such policy and charge the cost

SIXTEENTH. Lessor covenants that Lessor is well seized of, and has good right to lease, said premises and warrants and agrees to defend the title thereto and to reimburse Shell for and hold Shell harmless from any damages and expenses which Shell may suffer by reason of any restriction, encumbrance or defect in the title to or description herein made of the leased premises. If Lesson's title, or right to receive rent due hereunder, be disputed, or if there be a change of ownership of Lessor's estate by acts of the parties or operation of law, Shell may withhold rent thereafter acruing until Shell shall have been furnished with proof satisfactory to it as to the party entitled thereto. If it shall appear at any time, in the opinion of Shell's attorneys, that Lessor's title to said premises is insufficient to support this lease and to entitle the party, for the receipt of rent herein designated, to receive the same, Shell may terminate this lease by giving at least thirty days written notice to Lessor.

SEVENTEENTH. Shell, at any time after the beginning of the term hereof and within ninety days after the termination of the term hereof or any extension thereof, may enter upon and remove from the leased premises any buildings, underground tanks or other property owned, built or placed thereon by Shell during the term of this lease, or any previous lease, or any extension thereof, or any tenancy from month to month.

EIGHTEENTH. This lease merges all prior negotiations and understandings with reference to letting said premises and supereedes and cancels lease dated March 23, 1939. R.J.W. H.M.B.

NINETEENTH. This lease shall be binding upon Shell only when signed on its behalf by its Division Manager or other person duly authorized by Shell's Board of Directors. This lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

TWENTIETH. ____, spouse of Lessor, hereby releases all dower, curtesy, homestead and other interests in said leased premises in so far as said rights and interests may affect this lease, including Shell's rights under Articles Thirteenth, Fourteenth and Fifteenth hereof.

IN WITNESS WHEREOF, THE Parties here to have executed this lease in duplicate the day and year first above written.

Signed, sealed and delivered by Lessor in the presence of:

Patrick C. Fant

Jessie O. Hunt.

R. Jack Williams (SEAL)

EXECUTED for Shell in the presence of:

Katharine E. MacAlister

F. S. Stiertz

S.C.Stamps 24¢

SHELL OIL COMPANY, Incorporated.

BY: H. M. Bailey

Jessie O. Hunt.

Division Manager

(Append Acknowledgments and, if needed, Owner's Consent and Agreement)

State of South Carolina, County of Greenville.

Personally appeared before me Jessie O. Hunt, who being duly sworn, says that she saw R. Jack Williams sign, seal and as his act and deed deliver the foregoing Lease and that she, with Patrick C. Fant witnessed the execution thereof.

Sworn to before me this 1st day of May

Patrick C. Fant (L. S.)

Notary Public for South

State of Maryland City of Baltimore.

Personally appeared before me Katharine E. MacAlister, who being duly sworn, says that she saw H. M. Bailey as Division Manager of Shell Oil Company, Inc., a corporation chartered under the laws of the state of Virginia, sign, seal with its corporate seal and as the got and deed of said corporation deliver the within written cancellation of lease, and that she,

with F. Stiertz, witnessed the execution thereof.

Katharine E. MacAlister.

Sworn to before me this 12th day of May, 1944. SEAL

Kathleen M. Sturges Notary Public for State of Maryland. Recorded May 18th, 1944 at 10:50 A. M. #5319 BY:E.G.