

thirty (30) day period, and upon written notice to lessor by lessee that the latter will exercise its option to purchase, subject to good marketable title and the ability of lessee to obtain all desired building or construction permits, lessor agrees immediately to satisfy and discharge and existing mortgages, liens, taxes or other encumbrances against the premises and to furnish at lessee's cost a complete Abstract of Title brought down to date of purchase, together with an opinion of Title by a competent attorney, both of which shall show the premises free and clear of all encumbrances whatsoever with good marketable title in lessor. In case of purchase by lessee, lessor agrees to pay outstanding special assessments, whether matured or maturing in the future, and also agrees to pay all regular taxes, levied or to be levied, for the period up to and including the date of purchase by lessee even though said taxes are not payable until some future date. Upon the receipt by lessee of said Abstract of Title and Opinion of Title, the lessee shall have sixty (60) days in which to approve title and if same is satisfactory to lessee, then lessor agrees to execute and deliver to lessee by Warranty Deed a good marketable title to said premises and to deliver possession of said premises in substantially the same condition as on the day the lease became effective, and simultaneously therewith the lessee agrees to deliver to lessor in cash the purchase price. If the title to the premises is unsatisfactory to lessee, then lessee shall at no time be under any obligation to purchase the premises. Lessee reserves the right to dispense with an abstract *SM*

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As a further consideration for entering into this lease and in order to induce the First National Bank of Atlanta, hereinafter called "LENDER", to lend to the lessor the sum of Fifteen Thousand Dollars (\$15,000.00), which, together with interest at the rate of 3-1/4% per annum payable monthly on unpaid balances anticipated over a ten year period is to be evidenced by a promissory note in the amount of Seventeen Thousand Five Hundred Eighty-six and 30/100 Dollars (\$17,586.30) payable at the rate of One Hundred Forty-Six and 70/100 Dollars (\$146.70) per month, applied first to payment of interest then due under the terms of said note, which note is to be secured by the assignment of rentals appended to this lease made by the lessor to the said Lender, dated of even date herewith, the lessee further covenants and agrees that if for any reason it shall fail to pay to the Lender the rentals directed to be paid to the said Lender under the terms of the said assignment of rentals, or if this lease shall expire, or for any reason be cancelled or terminated or the obligation to pay rent be suspended, whether such expiration, cancellation, termination or suspension be because of the lessee's or the lessor's failure to perform any of the terms, covenants or conditions of this lease or otherwise, or because of a failure of title to the premises herein demised, the revocation of licenses or permits, the destruction of improvements by fire or otherwise, the inability to use the premises for the conduct of a business of a service station, or for any other reason whether similar or dissimilar to the foregoing then and in such event the lessee agrees to purchase from said Lender the aforementioned note within fifteen (15) days from the date of demand therefor, mailed by ordinary mail to the lessee at 131 Ponce de Leon Avenue, Atlanta, Georgia.