

premises be destroyed by fire or storm, or should lessee for any reason be prevented from establishing or continuing the business of distributing petroleum products on said premises or should said business for any reason in lessee's judgment become unduly burdensome, lessee may terminate this lease upon giving ninety (90) days written notice, in which event the rental obligation shall be prorated to the date of such termination.

(7) Damages for Defect in Title. Lessor covenants that he is well seized of said premises, has good right, to lease the same, and warrants and agrees to defend the title thereto, and to reimburse and hold lessee harmless from all damages and expenses which lessee may suffer by reason of any restrictions, encumbrance or defect in such title.

(8) Taxes and Encumbrances. Lessor agrees to pay all taxes, assessments and obligations which are or may become a lien on the demised premises and improvements as they become due. If lessor should fail to do so, lessee shall have the right either to make such payment for the account of lessor, in which event it shall be subrogated to all the rights of the holder of such lien, and in addition thereto shall have the right to apply accruing rentals in satisfaction of such obligations or lessee, in the event of a foreclosure of any such lien and the sale of said demised premises and improvements, shall have the right to buy in said premises and improvements for its own account.

(9) Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors or assigns.

In Witness Whereof lessor and lessee have hereunto subscribed their names the day and year first above written.

Witness E. M. Blythe.  
Witness D. L. Styles.

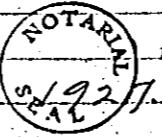
Marion B. Leach (Lessor)  
The Texas Company (Lessee)  
By J. S. Jones

(Acknowledgment by Lessor)

State of South Carolina,  
County of Greenville.

Personally appeared before me D. L. Styles, who being duly sworn, says that he saw the within named Marion B. Leach, sign, seal and as his act and deed, deliver the foregoing instrument for the purposes therein mentioned, and that he, with E. M. Blythe, witnessed the execution thereof.

(Signed) D. L. Styles



Sworn to before me, this the 28 day of January,

Record March 16th 1927  
11:30 A.M.

E. M. Blythe

Notary Public, Greenville County, S.C.

END OF DOC