

Lessor shall carry insurance against loss, destruction or damage to leased premises and such insurance shall protect Lessee, and in such event, the Lessee shall not be responsible to the Lessor or to the Insurer for such loss or damage.

(8) Lessor agrees to pay all State, County and City taxes on land and on permanent improvements.

(9) Unlawful to Operate. If, during the term of this contract, it should become unlawful for the Lessee to conduct the business of a gasoline, tire, battery and accessory service station and /or to maintain and use metal storage tanks of capacity shown on plans and/or described in specifications attached hereto and made a part hereof as exhibits, for the storage of petroleum products, and/or to load and unload petroleum products from railway tank cars to said tanks from railway trackage ~~and~~ shown upon said plans upon the premises herein described, and/or should the permit to use such trackage for the purpose described be revoked by the owner or railway and/or should any easement for pipe lines from said trackage to said tanks be cancelled or terminated for any cause, this contract shall be cancelled at the option of Lessee. This clause shall not be construed as a restriction of the use of the premises leased.

(10) Adjoining Improvements. Lessor shall have the privilege to construct or to permit others to construct such improvements as he may desire on premises adjoining these premises, provided, however, that such improvements shall not be so constructed as to interfere with the business of Lessee, that no petroleum products shall be sold on adjoining premises now owned or leased by Lessor during the term of this lease, and that no petroleum products shall be unloaded from Spur track used by Lessee for the purpose of unloading such products, during said term, by any individual, partnership, company or corporation, other than the Lessee.

(11) Removal of Equipment. Lessee shall have the privilege of removing all equipment installed by Lessee at the termination of this lease for any cause.

(12) Warranty of Ownership. Lessor warrants that he is the owner in full ownership, of the said leased premises, except as otherwise set forth herein and that his title thereto is clear and unencumbered.

(13) Subordination. Whereas, there exists a certain mortgage dated April 1, 1930, and recorded in the office of the Register of Mesne Conveyances for Greenville County, South Carolina, in mortgage book 221, at page 121, which mortgage covers certain property including that portion of property leased to the Lessee herein, more particularly described in a lease from Rosa K. Ashmore to the Lessor herein, who is the Lessee herein, copy of which is hereto attached as an Exhibit; Lessor agrees that should mortgage be foreclosed or should that portion of property so described be made unavailable to Lessee for whatever use Lessee shall desire under the terms and at the rental set out in this lease, that he will protect the Lessee hereunder by purchasing same and Lessor further agrees to secure subordination of any mortgage having priority to this lease within a period of one year from the execution of this lease.

In the event any portion of premises or any of the rights or privileges described herein shall be made unavailable to Lessee, for whatever use Lessee shall desire and for a period exceeding three days, Lessee shall have the privilege of cancelling this lease at its option. Lessee's opinion on availability shall be final but Lessee shall give Lessor notice of such unavailability and Lessor shall have a reasonable period for correcting same.

(14) This agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors or assigns.

In witness whereof Lessor and Lessee have hereunto subscribed their names the Day and Year First above written.

I. M. Green,  
Dana H. Alexander, as to

Wm. R. Timmons, (SEAL)  
Lessor.

W. F. Butler,  
Thelma Rylant, as to

Southern Oil Stores, Inc.  
BY; Henry D. Knower, Pres.  
Lessor.

State of South Carolina,  
County of Greenville.

Personally appeared before me I. M. Green, who being duly sworn, says that he saw the within named Wm. R. Timmons, sign, seal and as his act and deed, deliver the foregoing instrument for the purposes therein mentioned and that he with Dana H. Alexander, witnessed the execution thereof.

Sworn to before me this 9th day of April 1932.

Dana H. Alexander,  
Notary Public for S. C.



I. M. Green.