

## TITLE TO REAL ESTATE

after receipt of such notice of acceptance from Lessee, deliver to Lessee complete abstracts of title covering said property, certified to date, showing a good and marketable title in Lessor, or, at Lessor's option, a title insurance policy in a responsible guaranty company showing a good and marketable title in Lessor, and in event Lessee is willing to accept said title and consummate the purchase, Lessor shall, within ten (10) days after written notice thereof from Lessee, convey the premises to Lessee by general warranty deed, free and clear of all liens and encumbrances, and deliver such deed to Lessee upon payment of the consideration. From and after the date of such purchase by Lessee, all future rentals and other obligations on the part of Lessee to be paid, kept and performed shall immediately cease and end and this lease shall become null and void; provided, however, if Lessee should not elect to so purchase said property and Lessor should sell the property to the third party making such acceptable offer, then the purchaser shall take the property subject to and burdened with all of the terms, provisions and conditions of this lease, and the rights of Lessee under this lease as against the new owner shall not be lessened or diminished by reason of the change in ownership.

None Granted \_\_\_\_\_, wife of the within named \_\_\_\_\_ joins herein and agrees that in event Lessee exercises such purchase option, to join her husband in the execution of proper transfers and deeds of conveyance to Lessee, with full and complete release of dower, homestead and other rights in and to said property.

15. The Lessee agrees to keep said premises insured for its full insurable value against fire, explosion and tornado during the term of this lease.

Should the premises herein demised be destroyed or damaged by fire or otherwise so as to be unfit for use, the Lessee agrees to immediately restore the premises to their condition before such destruction or at the option of the lessee, declare this lease null and void and pay over to the lessor in cash the full insurable value of the premises.

In the event the Lessee elects to replace the premises, rent shall be abated until the premises have been restored, but under no conditions shall this period of abatement exceed 90 days from the date of such destruction.

The term of this lease shall be extended for period equal to the time the station is closed for such repairs.

Lessee shall have the right to assign this lease or sub-let the premises, and the terms, conditions and covenants hereof shall extend to, be binding upon and inure to the benefit of the successive heirs, executors, administrators, successors and assigns of the parties hereto, respectively, and shall run with the land, but in no event shall the Lessee be relieved from the obligation to pay the rental stipulated therein.

All rentals provided for herein are payable without demand. Any notice provided for herein shall be considered as properly given by Lessor if mailed or delivered to Lessee at Charlotte, North Carolina and by Lessee if mailed or delivered to Lessor at Greenville, South Carolina.

It is further mutually understood and agreed by and between Lessor and Lessee that there is no verbal understanding or agreement which in any way changes the terms, covenants and conditions herein set forth; and further that this lease shall not be binding upon Lessee unless executed by a duly authorized officer or agent of Lessee.

In witness whereof, the parties have caused the due execution of this agreement in duplicate on the day and year above first written.

Witnesses:

Louise S. Hightower  
Dorothea B. Hill

S. LaRue  
B. Voucke

The Peoples National Bank of Greenville, as  
Executor for the Estate of Clinton J. Morgan,  
J. C. Hopkins, Asst. Tr. Officer (Lessor)  
Ethel M. Morgan, individually and as trustee  
Virginia W. Morgan,  
The Pure Oil Company (Lessee)  
BY: R. H. McElroy, Jr.  
(Authorized Agent)  
R. L. Milligan  
(Assistant Secretary)

State of South Carolina,  
County of \_\_\_\_\_

Acknowledgment of Lessor

Personally appeared before me Louise S. Hightower and made oath that she was present and saw J. C. Hopkins, Asst. Trust Officer; Ethel M. Morgan, Individually & as Trustee & Virginia W. Morgan, sign, seal and as their act and deed deliver the foregoing written instrument, and that she with Dorothea B. Hill witnessed the execution thereof, as aforesaid.

Sworn to before me this 30th day of December, 1941.

Dorothea B. Hill

Notary Public for South Carolina.



Louise S. Hightower.