

TITLE TO REAL ESTATE

lessee, in the event of a foreclosure 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)--Option. Lessor hereby gives the lessee the right and option to purchase the demised premises and all structures and improvements thereon at any time during the term of this lease or any extension or renewal thereof for the sum of No option to purchase given.

In event that part of the premises herein demised is condemned, the amount of damages awarded to the lessor in consequence thereof shall be deducted from the purchase price upon exercise of this option by the lessee.

Lessee's notice of election to purchase shall be sufficient if deposited in the mail addressed to lessor at or before midnight of the day on which option term expires. Lessor shall, when requested by lessee, deliver to lessee complete abstracts of title, furnish up-to-date survey by a licensed or registered professional engineer or surveyor, showing elevations of property and corners marked with concrete monuments, upon receipt of which the lessee shall have a reasonable time in which to examine the title and, upon completion of title, examination, if title is found satisfactory, shall tender the purchase price to lessor and lessor, at time of such tender, shall deliver to the lessee a good and sufficient warranty deed conveying the premises to the lessee free and clear of all encumbrances (including, without limiting the foregoing, the rights of dower and/or courtesy).

(10)--Application of Option Purchase Price. In event accruing rentals are insufficient to reimburse lessee for expenditures made by lessee hereunder, and in event lessee exercises the option to purchase the demised premises, lessee may apply such part of the purchase price as is necessary to (a)--completely reimburse itself for such expenditures and (b)--pay any other indebtedness of lessor to lessee, together with interest at six per cent.

(11)--Holdover. If, at the expiration or termination of this lease or any extension thereof, lessee should hold over for any reason the tenancy of lessee thereafter shall be from month to month only and be subject to all other terms and conditions of this lease, in the absence of a written agreement to the contrary.

(12)--Assignment and Sub-letting. Lessor consents that lessee may assign or sub-let the premises provided that lessee shall remain liable to lessor for the performance of all of the terms hereof.

(13)--Notice. Notices from lessee to lessor shall be sufficient if delivered to lessor, or if placed in the United States Mails addressed to the address shown in this lease. Notices from lessor to lessee shall be sufficient if posted in the United States Mails, postage prepaid, addressed to the lessee's principal place of business as shown in this lease.

(14)--Approval and Signing by Lessee. This agreement, whatever the circumstances, shall not be binding on the lessee unless and until approved and signed on its behalf by an Executive Officer, Manager (Sales Department), Assistant Manager (Sales Department) or Manager, Real Estate Division.

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

(16) Lessee to furnish paint for painting station when deemed necessary in opinion of Lessee and Lessor to furnish labor when station painted.

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

Witness: Verna S. Fisher

J. M. Divver (SEAL)

Witness: Lucyle S. Dargan

(Lessor)

Attest: J. B. Duke;

The Texas Company (Lessee)

J. B. Duke, Assistant Secretary.

BY: J. S. Leach,

J. S. Leach, Vice President.



State of South Carolina,  
County of Greenville.

(Acknowledgments)

Personally appeared before me Verna S. Fisher (witness) who being duly sworn says that she saw the within named J. M. Divver sign, seal and as his act and deed deliver the foregoing instrument for the purpose therein mentioned, and that she with Lucyle S. Dargan (witness) witnessed the execution thereof.

Sworn to before me this the 22nd day of Nov. 1941.

Lucyle S. Dargan

Verna S. Fisher

Notary Public in and for South Carolina.

Witness.

My commission expires at the pleasure of the Governor.

Approved as to: Terms G. E. Ware: Description: E. E. Dattner: Form: T. J. Lawhon.  
R.

S. C. Stamps \$1.20

Recorded January 23rd, 1942 at 9:00 A. M. #1008 BY:E.G.