

expense, for the purpose of ascertaining whether or not the lessor is possessed of good marketable title free and clear of all encumbrances and the opinion of such attorney is to be final in that regard as between the parties. In case the property is purchased by lessee, all rentals paid hereunder between the date of Lessee's notice to Lessor of Lessee's election to exercise its option to purchase and the date of the completion of said purchase, shall be treated as partial payments of the agreed purchase price and said purchase price shall be reduced accordingly. In case of purchase by lessee, the 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 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 a Deed conveying a good and marketable title to said premises, which deed shall contain full covenants by Grantors warranting the title against the adverse claims of all persons, and warranting the title to be free and clear of any encumbrances whatsoever, and to deliver possession of said premises in substantially the same condition as on the day the Station was accepted by the Lessee and the term of the lease commenced. If the title to the premises is unsatisfactory to Lessee, the Lessee shall at no time be under obligation to purchase the premises.

As a further consideration for entering into this lease and in order to induce The First National Bank of Atlanta, Atlanta, Georgia, hereinafter called "LENDER", to lend to the Lessor the sum of Eighteen Thousand Five Hundred - - - - - Dollars (\$ 18,500.00), which, together with interest at the rate of 3-3/8 % per annum payable monthly on unpaid balances anticipated over a ten (10) - year period is to be evidenced by a promissory note in the amount of Twenty-one Thousand Eight Hundred Thirty-six & 48/100 - - - - - Dollars (\$ 21,836.48 - - -) payable at the rate of One Hundred Eighty-two & 04/100 - - - - - Dollars (\$ 182.04) 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 any such event the lessee agrees to purchase from said lender the aforementioned note within fifteen (15) days from the day of demand therefor, mailed by ordinary mail to the Lessee at 131 Ponce de Leon Avenue Northeast, Atlanta, Georgia

UHR
EER
GER
JGR
W. R.
LBR