

with the rent accruing during such period shall be abated.

(5) Removal of property: Lessee shall have the right at any time during the continuance of this lease or within thirty (30) days after its termination to sever and remove all fixtures, equipment and other property of Lessee placed on or in said premises by Lessee during the term of this or any previous lease, or any extension or renewal thereof.

(6) Lessee's right of termination. Should the structure on said 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 pro-rated 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 restriction, 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 Lessee should fail to do so, Lessee shall have the right either to make such payments 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 Mary Berry  
Witness S. S. Styles  
Hilton H. Carl, Lessor  
The Texas Company Lessee  
Attest: By J. S. Jones.

Acknowledgment by Lessor  
State of South Carolina  
County of Greenville  
Personally appeared before me S. S. Styles who being duly sworn, says that he saw the within named Hilton H. Carl sign, seal, and as his act and deed, deliver the foregoing instrument for the purposes therein mentioned, and that he, with Mary Berry witnessed the execution thereof.

Signed S. S. Styles  
Sworn to before me this the 2nd day of February, 1927.

Mary Berry (L.S.)  
Notary Public, Greenville County, S.C.

Approved as to terms J. S. Jones, Description J. S. Jones Form H. O. Crow.

This agreement not binding on The Texas Company unless and until approved in writing by its Sales Manager or assistant Sales manager by signature below.

Approved  
H. H. Hagner

Recorded March 21st. 1927. At 12:50 P.M.

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