

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE.

WHEREAS, on the 3rd day of September, 1929, H.C. Harvley did sell, transfer and assign to the Standard Oil Company of New Jersey, a corporation, all of his right, title and interest in a certain lease executed on the 24th day of May, 1927, by Elizabeth S. Whitmire in favor of H. C. Harvley, which said lease is recorded in Deed Book 142, Page 209, R.M.C. Office for Greenville County, in consideration of the sum of Fifteen Thousand (\$15,000.00) Dollars;

NOW, THEREFORE, in consideration of the payment by the said Standard Oil Company of New Jersey of said sum the said H. C. Harvley hereby covenants and agrees as follows:

(1) That if the Standard Oil Company of New Jersey, at the expiration of the lease by Elizabeth S. Whitmire to H. C. Harvley, does not renew said lease under contract with the owners of the property at that time or does not purchase said property itself, the said H. C. Harvley agrees to pay to the Standard Oil Company upon the day said lease expires, in cash, the sum of One Thousand Two Hundred Fifty (\$1,250.00) Dollars, being the value of certain buildings placed upon said property by H. C. Harvley, which said buildings are being sold to the Standard Oil Company of New Jersey and is being paid for by said corporation in the payment of the Fifteen Thousand (\$15,000.00) Dollars above referred to.

(2) That if in any litigation at present pending or hereafter begun by any person whomsoever, the validity of the lease this day being assigned by the said H.C. Harvley to the Standard Oil Company of New Jersey, should be set aside or declared invalid and the purchasers possession of the property ousted, the said H.C. Harvley agrees to refund the full purchase price of Fifteen Thousand (\$15,000.00) Dollars, less One Thousand Five Hundred (\$1,500.00) Dollars per year for each year the Standard Oil Company has occupied the premises.

(3) That if the City of Greenville, for any reason whatsoever, shall revoke the permit or refuse to allow the Standard Oil Company of New Jersey to conduct a filling station upon said property and causes the Standard Oil Company of New Jersey to cease operating a filling station upon said property, the said H. C. Harvley agrees to refund the full purchase price of Fifteen Thousand (\$15,000.00) Dollars, less One Thousand Five Hundred (\$1,500.00) Dollars per year for each year the Standard Oil Company has occupied the premises.

(4) The said H. C. Harvley agrees to make an effort to purchase the lot upon which said filling station is now located for the Standard Oil Company of New Jersey without any further compensation or commission whatsoever and in the event he should succeed in purchasing said property pending the term of said lease or within one year after the expiration thereof, the said purchase shall be on behalf of the Standard Oil Company of New Jersey at its option.

(5) It is agreed by the said H. C. Harvley that the Standard Oil Company shall pay the rent due under the terms of the lease being purchased by said corporation, to L. O. Patterson, Executor of the last will and testament of Elizabeth S. Whitmire, until directed by said H. C. Harvley to pay said rent to some other proper person; and the said H. C. Harvley hereby covenants and agrees to hold the Standard Oil Company of New Jersey harmless from any loss or expense in any way whatsoever which may arise or be caused by the payment of said rent to said L. O. Patterson, as Executor, instead of paying same to any other person claiming title to said property or the right to collect said rent.

IN WITNESS WHEREOF, the said H. C. Harvley and the said Standard Oil Company of New Jersey, a corporation, have hereunto set their hands and seals this 3rd day of Sept. 1929.

H. C. Harvley  
STANDARD OIL COMPANY OF NEW JERSEY  
BY: J. C. King

Witnesses as to H. C. Harvley:  
C. G. Wyche  
Ethel Huskey  
Witnesses as to Standard Oil Co. of New Jersey, by J. C. King.  
Karl Finnstrom  
Casper S. Chisolm

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

PERSONALLY appeared before me, C. G. Wyche, who, being duly sworn, says that he saw H. C. Harvley sign, seal and deliver the within Agreement and that he with Ethel Huskey witnessed the execution thereof.

Sworn to before me this  
3rd. day of September, 1929  
C. G. Wyche

Ethel Huskey (SEAL)  
Notary Public for S. C.



STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

PERSONALLY appeared before me Karl Finnstrom, who, upon oath, says that he saw J.C. King, Branch Manager of the Standard Oil Company of New Jersey, a corporation chartered under the laws of the State of Delaware, sign, seal and as the act and deed of said corporation, deliver the within Agreement and that he with Casper S. Chisolm witnessed the execution thereof.

Sworn to before me this  
17th day of September, 1929  
Karl Finnstrom

Henry L. Fowler (SEAL)  
Notary Public for S. C.



Recorded Sept. 19, 1929 8:55 A. M.

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