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proceedings shall be instituted upon any such mortgage or lien, Lessor will immediately notify Lessee thereof by registered mail. It is further agreed that in the event a title examination shall disclose that Lessor is not the sole owner of the property hereby demised or that Lessor's title thereto is defective, or in the event there are any restrictions against the property prohibiting the use thereof as a gasoline filling and service station, Lessee shall have the right to terminate this lease.

Lessor covenants and agrees to protect, indemnify and save harmless, Lessee, its successors and assigns, from any damage, cost or expense in shoring up or protecting the demised premises occasioned by or as a result of any excavations or building operations on adjoining premises, or change in grade of any adjoining streets, alleys or highways, and Lessor further covenants and agrees that in the event of any change in grade of adjoining streets, Lessor will reimburse and indemnify Lessee against all cost, damage and expense in re-adapting the demised premises for use as a gasoline filling and service station.

It is further covenanted and agreed that in the event of any change in grade of any adjoining streets, alleys or highways, or the condemnation of the whole or any part of the demised premises, Lessee may, in the event it shall deem that the demised premises, or such portion thereof as shall remain after such condemnation, is not suitable for the purposes of a gasoline filling and service station, at its option, terminate this lease, in which event all liability on the part of Lessee for payment of rent shall cease upon payment proportionately to date of such termination; or Lessee may continue in possession of the remaining portion of the demised premises, in which event there shall be a proportionate reduction in rental in the same ratio as the area taken shall bear to the entire area included in this demise; and in addition to the foregoing, Lessee shall have any and all right or rights of action for all damages which may accrue to it against any person, firm or corporation by reason of any condemnation or other taking of the demised premises or any part thereof.

(The next paragraph marked out) J. R. B., M. G. E.,

Any notice required or intended to be sent to Lessor under the terms of this lease shall be sufficient if posted by registered mail addressed to Minnie Gilreath Earle at Greenville, S. C.,

Any notice required or intended to be sent to Lessee under the terms of this lease shall be sent by registered mail addressed to Lessee at the American Building, Baltimore, Maryland.

No assignment or change of interest by Lessor in the premises hereby demised, whether recorded or unrecorded, shall be binding upon Lessee unless and until Lessee shall be actually notified thereof by registered mail, and in not event shall such assignment or change of interest affect this lease or the purchase option rights of Lessee hereunder.

The terms, conditions and covenants of this lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors and assigns, and shall run with the land; and where more than one party shall be lessors under this lease, the word "Lessor" whenever used in this lease shall be deemed to include all parties lessor jointly and severally.

Lessor covenants that Lessor has the right, full power and lawful authority to execute these presents, and all parts thereof, in the manner aforesaid, and that Lessor will do, execute, acknowledge and deliver, or cause or procure to be done, executed, acknowledged and delivered all such further acts and papers as may be necessary for the better assuring unto Lessee, its successors and assigns, of the performance of all the covenants and agreements herein.

In witness whereof, the parties hereto have duly signed these presents and affixed their respective seals, the day and year first above written.

Witness: J. R. Ballentine,

Alester G. Furman, Jr.

Minnie Gilreath Earle, (SEAL)

Witness: W. J. Walsh.

The American Oil Company,

BY: J. G. Constein, President.

C. H. T.

Attest: X
Secretary.

ACKNOWLEDGMENTS.

State of South Carolina;
County and City of Greenville.

Personally appeared before me J. R. Ballentine and made oath that he saw the within named Minnie Gilreath Earle sign, seal and as her act and deed deliver the within written Lease, and that he with Alester G. Furman, Jr., witnessed the execution thereof. Sworn to before me this 26th day of November, A. D. 1934.

Alester G. Furman, Jr.,
Notary Public for South Carolina,

J. R. Ballentine,

S. C. Stamps \$2.40

Recorded this the 19th day of February, 1935, at 2:20 P. M.