

PURCHASE OPTION.

Return to  
C. W. Foster  
P. O. Box 2332  
Houston, Texas

For and inconsideration of the sum of \$5.00 (Five Dollars) and other good and valuable considerations, to me in hand paid by the Texas Company, the receipt of which is hereby acknowledged, it is hereby agreed and understood that that certain lease agreement entered into by and between J. M. Divver, as lessor, and the Texas Company, as lessee, dated November 13th, 1936, covering property beginning at the intersection of Washington Street and National Highway No. 2, Greenville, S. C. (just outside city limits of) and more fully described hereinbelow, shall be and is hereby modified by mutual consent as follows:

TO INCLUDE CLAUSE (10) PURCHASE OPTION, READING AS FOLLOWS:

CLAUSE (10) PURCHASE 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 said lease, the purchase price to be Twelve Thousand Dollars (\$12,000.00).

In event a 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, upon receipt of which the Lessee shall have 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).

PROPERTY DESCRIPTION:

Lot of land located just outside the city limits of Greenville, S. C., BEGINNING at the intersection of Washington Street and National Highway No. 2, running northwardly 90 feet to a point; thence southwestwardly 123 feet (the one hundred twenty three feet) to Washington Street; thence southeastwardly 90 feet to the point of beginning; said lot being triangular in shape and bounded east by National Highway No. 2, North by property of J. M. Divver, and southwest by Washington St.

This agreement shall be binding upon and shall endure to the benefit of the parties hereto and their respective successors or assigns.

Except as hereby amended the said lease dated November 13, 1936 by and between J. M. Divver as Lessor and the Texas Company as Lessee shall remain in full force and effect.

Witnesses:

Roy S. Davis

A. G. Bryson

J. M. Divver L. S.  
The Texas Company  
By S. L. Noble  
Vice-President

THE STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

PERSONALLY appeared before me A. G. Bryson who being duly sworn, says that he 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 he with Roy S. Davis witnessed the execution thereof.

Sworn to before me this  
29th day of March, A. D.,  
1937

J. A. Tinsley  
Notary Public in and for Greenville  
County, S. C.



A. G. Bryson

My commission expires:  
Pleasure of Governor

Form Ok.  
J. F. Pipkin

Recorded May 25, 1937 at 1:50 P. M.

F. F. Co. File No. 6866-B Supplement