

any such payment and may deduct the amount thereof, together with interest thereon from the date of payment from the next installment or installments of rent hereunder until fully reimbursed for such payment.

5. LESSEE shall not use said premises for any unlawful purpose and shall during its occupancy thereof comply with all laws, ordinances and regulations affecting said property or the use thereof.

6. It is understood and agreed that if during the period of this lease or any extension thereof, the street or streets bounding said property shall be permanently closed, LESSEE shall have the right to terminate this lease at the end of any month after the closing of said street or streets, upon sixty (60) days prior written notice to LESSOR; provided, however, that this right to terminate the lease shall expire at the expiration of six (6) months after the closing of said street or streets is effective. If the lease shall be terminated under this clause LESSEE shall vacate the property and shall have the same right to remove its tanks, pipe lines, equipment, etc., that it would have upon the expiration of the lease by lapse of time.

7. LESSEE shall have the right and option, by written notice to LESSOR given on or before July 1, 1950, to extend the lease for a further term of five (5) years beginning on January 1, 1951, and expiring on December 31, 1955, at the rental of ONE HUNDRED TWENTY-FIVE (\$125.00) DOLLARS per month during the period of such extended term, payable on the first day of each month in advance. In all other respects the extended lease shall be upon the terms of this lease.

8. LESSEE shall have the right and option, by written notice to LESSOR given on or before July 1, 1955, to extend this lease for a further term of five (5) years beginning on January 1, 1956, and expiring on December 31, 1960, at a rental of ONE HUNDRED SEVENTY-FIVE (\$175.00) DOLLARS per month during the period of such extended term, payable on the first day of each month in advance. In all other respects the extended lease shall be upon the terms of this lease.

9. LESSOR warrants that he is the sole owner of the leased premises and that same are free and clear of all encumbrances except as hereinafter stated, and that same are free from any restrictions as to use; and covenants that he will put LESSEE in possession of said premises at the beginning of the terms, and that LESSEE shall have the peaceful and uninterrupted possession thereof for the uses and purposes herein contemplated to the end of the term, and if any extension thereof, and so long as he keeps, complies with and performs the covenants and conditions of this lease. It is understood and agreed that the lands herein leased are subject to a mortgage executed by the LESSOR to R. M. Dacus in the sum of FIVE THOUSAND (\$5,000.00) DOLLARS, which mortgage is recorded in the R.M.C. office for Greenville County, in Mortgage Book 334, Page 104.

10. LESSOR shall not be bound to make any repairs, alterations or improvements to the premises and shall not be bound for any expense on that account incurred by LESSEE.

11. Anyone taking and holding the leased premises or any part thereof under LESSEE shall take and hold same subject to all the terms, provisions and limitations of this lease contract, but the LESSEE herein shall remain bound.

12. Upon the termination of this lease by lapse of time, forfeiture, breach of conditions or in any other way, LESSEE covenants to surrender to LESSOR the quiet and peaceful possession of the leased premises.

13. ALL written^{OK}/NOTICES to LESSOR or LESSEE provided for herein may be served by delivering the same at the address hereinabove given or mailing such notice or notices by registered mail to such addresses. Either party may designate by like notice to the other, a new address to which any such notice or notices shall thereafter be mailed or delivered.

14. If LESSEE should fail to pay any installment or rent when same becomes due and payable, or should breach or fail to comply with and perform any of the other terms and provisions of this agreement, and if such default should continue for sixty days after written notice to LESSEE of such default, LESSOR shall have the right to continue the lease in force and bring suit for the