

shall exercise said option to purchase by giving notice in writing at lease thirty (30) days prior to the date when said sale is to be completed and at the time specified in said notice and upon the payment of said purchase price, Lessor will convey to Lessee a good and marketable title to said property free and clear of all liens and encumbrances of whatever kind and character by a good and sufficient deed with full covenants and warranty of title.

LIABILITY

(14) Lessee covenants and agrees to indemnify and save Lessor harmless from any and all claims, demands, suits, actions, judgments, and recoveries for or on account of damage or injury (including death) to property or person of Lessee, its agents, servants or other party or parties caused by or due to the construction or operation of the service station.

NOTICES

(15) All notices required or permitted to be given by this lease shall be deemed to be properly given if delivered in writing personally or sent by registered mail to the Lessor or to the Lessee as the case may be at the addresses set forth above, or to such other address as may be furnished by either party to the other in writing. The date of mailing shall be deemed the date of giving such notice.

HOLD-OVER TENANCY

(16) If Lessee holds over the premises herein described beyond the determination by limitation of the term herein created, or any extension thereof, or any renewal of this lease pursuant to the terms hereof, without first having renewed or extended this lease by written agreement, such holding over shall not be considered as a renewal or extension of this lease except upon a month-to-month basis.

(17) Lessor covenants that Lessee on paying said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said leased property for the term aforesaid, subject to the provisions hereof.

I, x wife, (Husband) of Lessor am acquainted with the foregoing lease and hereby consent to all of the terms and provisions thereof including the purchase option therein contained, and hereby release to Lessee all my right of dower (curtesy) or in lieu thereof, homestead rights, right of descent, and any and all other interests that I may have in the said premises so far as is necessary to give full effect to the terms of this lease, and in case said purchase option is exercised I hereby agree to join in the execution and delivery of an apt and proper deed of conveyance of said property.

The covenants and agreements herein contained shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

J. D Calmes  
Witness

Mrs. Melville Westervelt  
Lessor

S. A. Dean  
Witness

Wife (Husband) of Lessor

June E. Nettles

STANDARD OIL COMPANY OF NEW JERSEY

Evelyn E. Orr  
Witness

By A. M. Graves  
Division Manager

Note-- All blank spaces to be filled in prior to execution

(Incorporate here the acknowledgment of the Lessor in the statutory form of the state where the leased property is situated.)

STATE OF SOUTH CAROLINA

COUNTY OF x

Personally appeared before me J. D. Calmes, who being duly sworn says that he saw Mrs. Melville Westervelt sign, seal, and as his act and deed deliver the foregoing instrument (Over)