from any rents or other amounts payable to LESSOR, or may require LESSOR to reimburse LES--SEE/may, at its option, terminate this lease forthwith. It is further understood and agreed that rental hereunder shall abate during such period as the premises shall be untenantable for

the purposes contemplated by this lease. In the event the buildings or improvements upon the demised premises shall be destroyed or rendered untenantable for the purposes herein mentioned by reason of fire or unavoidable casualty, LESSEE shall have the right, at its option, to terminate this lease. In the event of any termination of this lease pursuant to any right reserved in this paragraph, all liability on the part of LESSEE for payment of rent shall cease

- and determine upon payment proportionately to the date of such termination of this lease. 20. Should LESSEE hold over the demised premises after the expiration of the term hereof, or of any exercised renewal or extension period, such holding over shall, in the absence of a written agreement between the parties therefor, be deemed to be a tenancy from month to month upon the same terms and conditions.
- 21. 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 work "LESSOR" whenever used in this lease shall be deemed to include all parties lessor jointly and severally.
- 22. IESSOR covenants that IESSOR 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.
  - 23. (Special provisions):
- 24. This lease embodies the entire arrangement between the parties hereto relative to the subject matter hereof and shall not be modified, changed or altered in any respect except in writing.
- 25. This lease shall not be deemed to have been accepted by LESSEE, nor shall the same be binding upon LESSEE, unless and until the same shall have been duly signed on its behalf by its Vice President or General Manager and a signed copy thereof delivered to LESSOR. IN WITNESS WHEREOF, the parties hereto have duly signed these presents and affixed their respective seals, the day and year first above written.

Witness:

R. B. McCorkle

J. S. Morrison

Witness:

Evelyn B. Loving

Albert Faulkner (SEAL) Ethel M. Faulkner (SEAL) THE AMERICAN OIL COMPANY, By C. H. Wagner Vice President General Manager

CHT



ATTEST:

N. H. James

Assistant Secretary.

STATE OF SOUTH CARCLINA: COUNTY OF GREENVILLE, SS:

ACKNOWLEDGMENTS

PERSONALLY APPEARED before me R. B. McCorkle and made Oath that he saw the within named Albert Faulkner and Ethel Mildred Faulkner, his wife, sign, seal, and as their act and deed, deliver the within written lease for the uses and purposes herein mentioned, and that he, with J. S. Morrison, witnessed the execution thereof.

SWORN TO BEFORE ME THIS 17th

DAY OF JANUARY, 1947.

H. F. D111

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NOTARY PUBLIC FOR SOUTH CAROLINA.

No Stamps. Recorded February 28th, 1947 at 10:00 A.M. #4018 R. B. McCorkle.

By R.I.Hy.