

or at such later date as LESSEE may require, such waivers of priority as LESSEE shall require for the purpose of subordinating any existing mortgage or mortgages or other liens against the demised premises to the terms and provisions of this lease, otherwise LESSEE shall have the right to terminate this lease; and LESSOR further covenants that if foreclosure or other 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.

15. 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.

16. 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.

17. It is hereby further agreed that LESSEE shall have the right to terminate this lease, or any renewal or extension thereof, at any time upon not less than thirty (30) days' prior written notice to LESSOR and payment to LESSOR as consideration for such termination of a sum equal to the amount of rent paid by LESSEE for the monthly rental period immediately preceding such notice of termination.

18. 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 Mrs. Bertha E. Batson or J. H. Batson at RFD #5, Greenville, S. C.

19. 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.

20. 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 no event shall such assignment or change of interest affect this lease or the purchase option rights of LESSEE hereunder.

21. In the event any of the buildings or improvements of LESSOR upon the demised premises shall be totally or partially damaged or destroyed by fire or otherwise, or in the event of any needed replacements or repairs to make the buildings of LESSOR tenantable as contemplated under this lease, LESSOR shall promptly restore such buildings and improvements or make the necessary repairs and replacements and in the event LESSOR fails to complete such restoration of buildings and improvements within thirty (30) days after written notice from LESSEE, LESSEE shall have the right to make such repairs and replacements at the expense of the LESSOR (any rental payable hereunder may be retained by LESSEE and used for such purpose) or LESSEE may cancel this lease upon written notice to LESSOR of LESSEE'S intention so to do. No rental shall accrue or be payable during the period of any such reconstruction which may in any manner interfere with the conduct of LESSEE'S business upon the premises.

22. 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.

23. 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.

24. (Special provisions): Lessor is at present constructing on the referred to premises a modern drive-in service station with canopy, store room, rest rooms, wash room and lubritorium, all of brick construction, at a cost to lessor of approximately Three thousand (\$3,000.00) dollars. Lessee is to furnish and install, at its own expense, such equipment as in its opinion is necessary and suitable for conducting and maintaining a service station business at this type location.

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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*  
*W. W. Abernethy*

*Bertha E. Batson* (SEAL)  
*J. H. Batson* (SEAL)  
..... (SEAL)

Witness: *J. J. Gunn*  
*Margaret Lutz*

THE AMERICAN OIL COMPANY,  
By *[Signature]* President.  
Attest: *[Signature]* Secretary.