

deed of good and marketable title to said premises free and clear of all liens and encumbrances except

which a reputable title company will issue as such at regular rates. The deed shall be delivered and the title insurance policy shall be issued by the title company after the giving of notice of exercise of this option unless the same be a Sunday or legal holiday, in which case on the next business day thereafter unless the date of the closing is subsequently extended by mutual agreement of all parties. Sewer and water rates, assessments and insurance premiums of Lessee shall be paid for the period covering existing policies shall be apportioned as of the date of the closing of the title between the time of the giving of notice of exercise of this option and the time of closing title risk of loss, damage, condemnation or destruction of the premises or improvements thereon by fire or otherwise shall be on the Lessor provided however that Lessor shall maintain such insurances as noted in force for the protection of the parties as their interests appear and all title and closed all rights in the title of Lessor shall be assigned to Lessee. On the event of the exercise of this option time shall be of the essence and tender of the purchase price and tender of the deed shall be waived.

LIABILITY

(15) 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 fault or negligence of Lessee, its sublessee and assigns in the operation of the service station.

NOTICES

(16) 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.

HOLDOVER TENANCY

(17) If Lessee holds over the premises herein described beyond the termination 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 on a month-to-month basis.

QUIET ENJOYMENT

(18) 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.

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 have duly executed this Agreement and affixed their respective seals thereto the day and year above written.

<u>J. H. Garrett</u> Witness	_____ (L. S.) Lessor
<u>Hazel H. West</u> Witness	_____ (L. S.) Wife (Husband) of Lessor
_____ Witness	_____ (L. S.) Lessor
_____ Witness	_____ (L. S.) Wife (Husband) of Lessor
_____ Witness	_____ (L. S.) Lessor
_____ Witness	_____ (L. S.) Wife (Husband) of Lessor
_____ Witness	_____ (L. S.) Lessor
_____ Witness	_____ (L. S.) Wife (Husband) of Lessor
<u>J. C. Beck</u> Witness	_____ (L. S.) Wife (Husband) of Lessor
<u>L. W. Ingram</u> Witness	_____ (L. S.) Wife (Husband) of Lessor
	ESSO STANDARD OIL COMPANY By <u>J. H. Miller, Jr.</u> (L. S.) Assistant Division Manager

\* Note—All blank spaces to be filled in prior to execution.

See over for "Acknowledgment of the Lessor"