

WHEREAS, the former owner has conveyed or is conveying to the new owner the premises described in the aforementioned lease (on which premises said service station is situate), and

WHEREAS, the new owner proposes to use and occupy the said premises for the sale and storage of petroleum products and such other merchandise and services as are customarily sold and offered at a gasoline service station, and

WHEREAS, the former owner and the new owner have requested Gulf to acquiesce in the assignment to the new owner of all the rights, title and interest of the former owner in the contract for the purchase of Gulf motor fuels dated the 7th day of July 1955 referred to herein above, and

WHEREAS, the former owner mortgaged the said premises to Gulf by Mortgage dated the 7th day of July 1955 and recorded on the 11th day of July 1955 in the Office of the R.M.C. for Greenville County, State of South Carolina, to secure the payments of indebtedness of Thirteen Thousand Dollars (\$13,000.00) (now reduced to approximately Twelve Thousand Nine Hundred Dollars (\$12,900.00)), which mortgage and indebtedness the new owner has agreed to assume and to pay.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations paid one to the other, receipt whereof is hereby acknowledged by each of the parties hereto, and with the intention to be legally bound hereby the parties agree as follows, to-wit:

1. In consideration of the sum of One Dollar (\$1.00) paid to the former owner by the new owner, the receipt of which is hereby acknowledged by the former owner, the former owner does hereby sell, assign and transfer to the new owner all his right, title and interest in and to that certain contract for the purchase of Gulf motor fuels hereinbefore mentioned.

2. Gulf consents to said assignment in consideration of the covenants and agreements hereinafter enumerated on the part of the new owner to be kept and performed to-wit: