

We agree, if prior to the delivery of said deed to said Company, any part of the property is condemned or appropriated by public authority or any party exercising the right of eminent domain, said Company shall have the right, at its option,

(A) To terminate this agreement by giving us written notice of its desire so to do, whereupon we will refund said Two Thousand Three Hundred and 00/100 (\$2,300.00) Dollars to said Company, or

(B) Complete this transaction, in which event said award shall be and belong to said Company.

Notices under this agreement shall be delivered to Dan H. McKinney and wife, Nannie B. McKinney, at 2504 Wade Hampton Boulevard, Greenville, South Carolina, and to The Pure Oil Company at P. O. Box 2607, Charlotte, North Carolina. Notices mailed shall be by Registered Mail or Certified Mail, in which event the date of service shall be the date on which the notice is deposited in a United States Post Office properly stamped and addressed; and

The terms, conditions, and covenants hereof shall extend to, be binding upon and inure to the benefit of the successive heirs, executors, administrators, successors and assigns of the parties named herein, respectively, and shall run with the land; and

The Pure Oil Company, by depositing said Two Thousand Three Hundred and 00/100 (\$2,300.00) Dollars Earnest Money with the said Dan H. McKinney and wife, Nannie B. McKinney, does hereby agree to purchase said property on the terms and conditions hereinbefore stated and binds itself to all the terms and provisions of this contract.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals, each respectively, this 26th day of October, 1961.

Witnesses:

James D. McKinney Jr.
Harvey H. Sanders, Jr.

Dan H. McKinney
Dan H. McKinney

Nannie B. McKinney
Nannie B. McKinney

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