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so elect to berminate this lease, all liability upon Lessee hereunder, whether for rent or otherwise, shall cease forthwith upon payment of the rent due to the date of such termination.

- 8. In the event, for any reason, the premises are rendered unfit for occupancy, no rental shall accrue or is to be paid during such period until the property is restored by Lessor to a condition suitable for the use hereincontemplated.
- 9. Lessee is hereby given the right, at its option, to cancel this lease at any time during the original term hereof, or any renewal or extension thereof, upon thirty days' prior written notice to Lessor, provided, however, that upon any such cancellation of this lease, Lassee shall remit to the Lessor as a consideration for such cancellation a sum equivalent to one month's rent based on the average monthly rent previously paid by the Lessee to the Lessor.
  - 10. (Narked out)
- 11. It is further understood and agreed botween Lessor and Lessee that Lessee shall have the right and option to purchase the property hereinbefore described, including the property described in Schedule "A", nereto attached for the sum of no option Dollars, at any time during the term hereof or any renewal. In the event Lessee desires to exercise said right and option to purchase, it shall give notice in writing of its intention so to do at least in (10, days prior to the date when said sale is to be completed and at the time specified in said notice and upon the payment of said purchase price Lessor will execute and deliver to Lessee or its successors or assigns a good and sufficient deed with full covenants and warranty sufficient to convey to lesses good and marketable title in fee simple to the property described nerain and in Schedule "A" attached free and clear of all liens and encumbrances of whatscever kind and character.
- 12. The terms, covenants and conditions a conditions here of small bind and inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors and assigns.
- acquainted with the terms and provisions of the foregoing lease and does hereby joint in the execution of these presents for the purpose of giving her consent thereto, hereby agreeing to be bound by all the terms, covenants and provisions thereof.
- in the event the lessee, its successors or assigns should for any Further. reason discontinue operation of said filling station for a period of tnirty (30) days, the lease at the option of the lessor may be cancelled on thirty (30) days written notice.

In witness whereof, the parties hereto have caused these presents to be duly executed

the day and year first above written.

J. R. Ballentine Witness:

J. O. Tice

W, J. Welsh. Attest:

Eya . H. Anderson (SEAL) (SEAL)

Euncie J. Andrea

The American 311 Company, J. G. Constein,

President C. H. 3.

Lassor's Acknowledgement.

State of South Carolina, County of Greenville.

Personally appeared before me, J. R. Ballentine and upon being duly smeath head come tingt he saw the within named Mrs. Eva H. Anderson and Miss Eunice J. Audrea, eight seet and as their act and desed execute the within written lease, and that he with J. G. The with the the execution thereof.

Sworn to before me this 11 day of January, 1935.

J. R. Ballentine.

A. C. Mann, Notary Public for S.C.

B 31 /2 1/2 Schedule A, (List below only equipment belonging to the Lessor)

Landlord's Consent.

The undersigned, owner of the premises referred to in the mithin lease, consents to the sub-letting of said premises unto The American Oil Company, as therein set forth, and agrees that The American Oil Company may onter upon said premises at any time and remove therefrom any and all improvements and equipment placed thereon by it or acquired by it from any predecessor in title, hereby waiving all right to levy and/or distrain against said improvements and equipment either for rent or otherwise.

The undersigned further agrees that in the event the Lessor named in the foregoing lease defaults in any of the terms or conditions of the lease under which the Lessor helds the above described property the undersigned will give written notice thereof to The American Oil Company at its Home Office in Baltimore, Maryland, by registered mail, such notice to be accompanied by a copy of the original lease and any supplements thereto under which said Lessor is occuping the premises; it being understood that as long as The American Oil Company snail, after receipt of said notice of default, pay or cause to be paid to the undersigned the monthly rental thereafter accruing under the lease of the undersigned to the said Lessor, the right of The American Gil Company to remain in possession of the said premises under the terms and provisions of its said lease shall not be disturbed, provided The American Oil Company shall (OVER)