

thereafter, it being understood that all equipment and improvements placed upon the premises by the Gulf Oil Corporation is to remain its sole property and may be removed by it at any time.

The undersigned further agrees that upon default by the obligor under said mortgage to make payments due thereunder, the undersigned, will, before taking any steps to foreclose or sell the premises, give written notice of said default to the Gulf Oil Corporation, Hurt Building, Atlanta, Georgia, and if said Gulf Oil Corporation shall, at its option, pay said sum in default, said Gulf Oil Corporation shall be subrogated to the rights of the undersigned under said mortgage to the extent of all payments so made.

The undersigned further agrees that should said mortgage be foreclosed prior to the expiration of the said lease, or any renewals thereof, that said Gulf Oil Corporation will not be divested by such foreclosure sale, and that said property if so sold will be sold subject to said lease.

This agreement executed in triplicate this 12 day of July, 1938, binds the undersigned, his heirs and assigns.

Signed and sealed in the presence of:

Guy B. Foster

W. C. Parker

State of South Carolina,

County of Greenville.

James F. Davenport

James F. Davenport

Personally appeared before me, the undersigned authority, W. C. Parker, who being duly sworn says that he saw James F. Davenport, sign, seal and as his act and deed deliver the foregoing instrument for the purposes therein mentioned, and that he with Guy B. Foster witnessed the execution of same.

Sworn to before me this 12 day of July, 1938.

J. C. Nelson

Notary Public

My commission expires: at Pleasure of Governor.

W. C. Parker

Witness

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE.

SUBORDINATION OF MORTGAGE

In consideration of the execution by Gulf Oil Corporation, as lessee of the foregoing lease, and the additional security afforded me by reason of said lease, I, Elizabeth F. Foster, single, the owner of a second mortgage dated May 7, 1937, duly assigned to me by James L. Love, as of January 28, 1938, and filed of record in the County of Greenville, State of South Carolina, affecting the property covered by the foregoing lease, hereby consent and agree with the Gulf Oil Corporation that it may install upon said premises such equipment as it may deem necessary and that it may enter upon said premises and remove therefrom any and all pumps, tanks, connections, improvements and equipment placed thereon by it, at any time prior to the expiration of the foregoing lease, or any renewal or extension thereof, or within a reasonable time thereafter, it being understood that all equipment and improvements placed upon the premises by the Gulf Oil Corporation is to remain its sole property and may be removed by it at any time.

The undersigned further agrees that upon default by the obligor under said mortgage to make payments due thereunder, the undersigned, will, before taking any steps to foreclose or sell the premises, give written notice of said default to the Gulf Oil Corporation, Hurt Building, Atlanta, Georgia, and if said Gulf Oil Corporation shall, at its option, pay said sum in default, said Gulf Oil Corporation shall be subrogated to the rights of the undersigned under said mortgage to the extent of all payments so made.

The undersigned further agrees that should said mortgage be foreclosed prior to the expiration of the said lease, or any renewals thereof, that said Gulf Oil Corporation will not be divested by such foreclosure sale, and that said property if so sold will be sold subject to said lease. This agreement executed in triplicate this 26th day of August, 1938, binds the undersigned, her heirs and assigns.

Signed and sealed in the presence of:

Guy B. Foster

M. H. Dameron

State of South Carolina, County of Greenville.

Elizabeth F. Foster (SEAL)

Elizabeth F. Foster

Personally appeared before me, the undersigned authority, M. H. Dameron, who being duly sworn says that he saw Elizabeth F. Foster sign, seal and as her act and deed deliver the foregoing instrument for the purposes therein mentioned, and that he with Guy B. Foster witnessed the execution of same. Sworn to before me this 26th day of August, 1938.

Irene McCall, Notary Public

My commission expires; at the will of the Governor.

M. H. Dameron

Witness.

S. C. Stamps \$1.80

Recorded this the 26th day of August, 1938 at 3:00 P. M. #10035 BY: E. G.