

waiver of the sole right of Lessee to any award for damages to it or to its leasehold interest caused by such taking, whether made separately or as part of a general award.

CANCELLATION

(13) Paragraph struck out.

PURCHASE OPTION

(14) Paragraph struck out.

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.

HOLD OVER TENANCY

(17) If Lessee holds over the premises herein described beyond the determination 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.

(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.

(19) It is understood and agreed that if the Lessors pay the note and real estate mortgage executed by them to the Peoples National Bank of Greenville, S. C., on the 7th day of August, 1945, in the principal sum of \$10,000.00, said mortgage being recorded in the Office of the R. M. C. for Greenville County, South Carolina, in Mortgage Book 336, Page 204, after five (5) years from the date of the lease, then this lease may be terminated by either party thereto upon giving the other party thirty (30) days written notice, in advance, of their or its intention so to do.

(20) The undersigned, Noettie Peace Mason, is signing this lease for the purpose of conveying to the Lessee any right, title and interest she might have in the above described property by reason of the deed of L. R. Mason hereinabove referred to recorded in Deed Book 268, page 192 in R. M. C. for Greenville County. I, Vivian Howell Mason, wife (husband) of Lessor am acquainted with the foregoing lease and hereby consent to all of the terms and provisions thereof including the purchase option therein contained, and hereby release to Lessee all my right of dower (curtesy) or in lieu thereof, homestead rights, right of descent, and any and all other interests that I may have in the said premises so far as is necessary to give full effect to the terms of this lease and in case said purchase option is exercised I hereby agree to join in the execution and delivery of an apt and proper deed of conveyance of said property.