

LIABILITY

(14) Prior to the taking of full possession of said premises by Lessee, Lessor shall be responsible for and shall reimburse Lessee for any loss of and damage to property of Lessee on said premises, and Lessor shall indemnify and save Lessee harmless from any liability, cost and expense for any loss, damage, injury or other casualty to any person or property occurring at said premises or in connection therewith except when caused solely by the wilful act of Lessee.

After Lessee takes full possession of said premises, 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

(15) 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.

HOLDOVER TENANCY

(16) 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.

(17) 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.

I, _____, 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.

The covenants and agreements herein contained shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

* J.L. Garrett
Witness
* Juanita C. Hummer
Witness
* Frieda W. Clausen
Witness
* J.C. Williams, Jr.
Witness

William B. Blucher
Lessor
Irene Blucher Blucher
Wife (Husband) of Lessor
ESSO STANDARD OIL COMPANY
Lessee
By R.C. Good, Asst. Division Manager

* Note—All blank spaces to be filled in prior to execution.

(Incorporate here the acknowledgment of the Lessor in the statutory form of the state where the leased property is situated.)

STATE OF SOUTH CAROLINA
COUNTY OF _____

Personally appeared before me, J.L. Garrett, who being duly sworn says that he saw William B. Blucher and Irene Blucher sign, seal and as his act and deed deliver the foregoing instrument for the purposes mentioned therein and that he with Juanita C. Hummer witnessed the execution of the same.

SWORN to before me this 30th day of Sept. 1948
J.C. Williams
Notary Public for South Carolina

J.L. Garrett