

thirty (30) days' notice to lessee.

(4) Maintenance. Lessor agrees to maintain said premises and improvements in good repair during the term of this lease. In the event of his failure to do so, lessee may, at its election, either terminate the lease on thirty (30) days' notice to lessor or make the necessary repairs, at the expense of lessor, and have the right to apply accruing rentals for the purpose of reimbursing itself. If, during the time the premises are undergoing repairs, the use thereof by lessee is materially interfered with, the rent accruing during such period shall be abated.

(5) Removal of property. Lessee shall have the right at any time during the continuance of this lease or within thirty (30) days after its termination to sever and remove all fixtures, equipment and other property of lessee placed on or in said premises by lessee during the term of this or any previous lease, or any extension or renewal thereof.

(6) Lessee's Right of termination. Should the structure on said premises be destroyed by fire or storm, or should lessee for any reason be prevented from establishing or continuing the business of distributing petroleum products on said premises or should said business for any reason in lessee's judgment become unduly burdensome, lessee may terminate this lease upon giving ninety (90) days' written notice, in which event the rental obligation shall be pro-rated to the date of such termination.

(7) Damages for Defect in Title. Lessor covenants that he is well seized of said premises, has good right to lease the same, and warrants and agrees to defend the title thereto; and to reimburse and hold lessee harmless from all damages and expenses which lessee may suffer by reason of any restriction, encumbrance or defect in such title.

(8) Taxes and Encumbrances. Lessor agrees to pay all taxes, assessments and obligations which are or may become a lien on the demised premises and improvements as they become due. If lessor should fail to do so, lessee shall have the right either to make such payment for the account of lessor.

in which event it shall be subrogated to all the rights of the holder of such lien, and in addition thereto shall have the right to apply accruing rentals in satisfaction of such obligations; or lessee in the event of a foreclosure of any such lien and the sale of said demised premises and improvements, shall have the right to buy in said premises and improvements for its own account.

(9) Successors and assigns. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors or assigns.

In Witness whereof lessor and lessee have hereunto subscribed their names, the day and year first above written.

witness  
R. S. Aiton  
witness  
S. L. Styles  
W. E. Rush  
L. R. Turner  
The Texas Company (Lessee)  
By B. E. Robertson

Attest: J. O. Woodward  
L. R. Duke

(acknowledgement by Lessor)

State of South Carolina  
County of Greenville

personally appeared before me S. L. Styles, who being duly sworn, says that he saw the within named W. E. Rush and L. R. Turner, sign, seal, and as their act and deed, deliver the foregoing instrument for the purposes therein mentioned, and that he with R. S. Aiton, witnessed the execution thereof.

(Signed): S. L. Styles  
Sworn to before me, this the 14th day of July, 1926.

D. B. Leatherwood  
Notary public County S. C.

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