

The State Of South Carolina  
County Of Greenville.

This agreement this day made and entered into by and between R. M. Dacus and Florence Dacus, his wife, and H. J. Dacus, all of Greenville, South Carolina, hereinafter called First Parties, and the Texas Company, a Delaware corporation, hereinafter called Second Party,

Witnesseth:

Whereas, by instrument dated December 17, 1929, first parties leased to second party for a term of ten (10) years, from and after April 1, 1930, certain land with improvements thereon in the city of Greenville, South Carolina, more particularly described as follows:

"Beginning at a point at the intersection of Buncombe Road and Huff Line and running East 100 feet along South side of Buncombe Road to a point; thence South 100 feet to a point, thence West 100 feet to a point on East side of Huff Line, thence North on East side of Huff Line 100 feet to point of beginning."

"Property bounded on North by Buncombe Road which is State Highway No. 25; On East, and South by property of H. J. and R. M. Dacus, and on West by Huff Line."

Said lease being recorded in Volume 153, at page 396 of the Deed Records of Greenville County, South Carolina, reference to said lease and the record thereof being here made for all purposes, and

Whereas, the first parties have applied to the Texas Company for a release of said lease insofar as it covers a part of the leased premises and have agreed that in consideration of the giving of such release first parties will pave a portion of the approach to the service station located on said leased premises.

Now, Therefore, in consideration of the premises and of the mutual benefits and advantages to be derived by the parties hereto, the Texas Company has released and does hereby release, relinquish, surrender, and quitclaim any and all right, title, and interest whatsoever now owned or held by it under the lease above described, insofar as it covers and affects a tract being a portion from the East side of said leased property, the portion so released being particularly described as follows:

"Starting at a point on the South boundary of Buncombe Road 100 feet from the South East intersection from the Pike and Buncombe Road; thence South 10 degrees 56 minutes West 95.25 feet; thence South 78 degrees 56 minutes East 30.8 feet; thence North 7 degrees West 100' to point of beginning."

And in consideration of this release by the Texas Company first parties have agreed and do hereby bind and obligate themselves to pave within 90 days from the date of execution hereof and at their own sole risk, cost, and expense the following area, which forms an approach to the service station located on said leased premises:

"A portion of the parkway extending in an Easterly direction from present driveway paving along the south edge of Buncombe Road paving, and back along an easy curve to the Northeast corner of the Texas Company's lease."

It is further understood and agreed that in the event said paving is not completed by first parties and ready for use by the Texas Company, its agents, servants, employees, patrons, and invitees within 90 days from the date of execution of this instrument, then the Texas Company may at its option pave or cause to be paved the area hereinabove described for the account of first parties, and in the event of the exercise of this right, said second party may, in addition to any other remedy which it may have to effect collection of the indebtedness so accruing from first parties to second party, apply rentals accruing and becoming due under the terms of the lease contract hereinabove described to the satisfaction of said indebtedness so incurred, together with interest thereon at eight (8%) percent until said indebtedness with interest shall have been fully paid.

Except as here changed or modified and except as to the land here expressly released, said lease contract hereinabove described, and each and every term, covenant, condition, and option therein set out, shall remain in full force and effect according to the original tenor and effect thereof.

In Witness Whereof, this instrument is executed by first parties, and the Texas Company has caused the same to be executed on its behalf by its Vice President, and its corporate seal to be affixed hereunto on this the 30<sup>th</sup> day of June, A. D., 1935.

Witnesses As To

Signatures of  
First Parties:

R. G. Coleman

Claud Weather

R. M. Dacus (Seal)

H. J. Dacus (Seal)

Florence Dacus (Seal)

First Parties