TITLE TO REALESTATE

Ã [2] [1] Ware-Description, Terms/G. E.

Approved as

Number Title Specifications General Type "D"- 2 enclosed bays Type "D"- 2 " " " General Arrangement Building Type "D"- 2 11 Building Details Heating Unit None Type $^{11}D^{11}-2$ Canopy Coal and Tool Box None Lattice Enclosure None Type "D" Fence Service Station Signs None None Bulletin Board None Grease Pit

Type "D"

2 enclosed bays

and (b) furnish and install

Washing Canopy

No ----- Service Station Day Sign Standards No----- Boulevard Light Standards 2 ----- Fire Extinguishers 1-1-3/4 Gal. Fye Fyter:1-1 Qt.Fye Fyter 3----- Gasoline Pumps Electric Computers 3----- 1-1000 Gallon Underground Tanks 2-550 No----- Gallon Lubricating Outfits. Air and Water Stands 1----- Automobile Lift. Drive on 102 " Plunger 1---- Air Compressor 2 HP ---- Capacity. Concrete Curb, Concrete Approaches and Concrete Driveways. No----- Washing Machine 2----- Flood Lights. Benjamin Duo No----- 12 x 12 x 6 Lockers. 1 ----- Flood Light Standards. 2 ----- Soap Dispensers. 2 ----- Paper Towel Dispensers. 2 ----- Mirrors.

In event of lessor's failure to construct or complete service station as herein provided within Niney Days after the delivery by lessee to lessor of this lease, duly approved and signed, the Tessee may, at its election, either terminate the lease on thirty days' notice to lessor or construct or complete said service station at the expense of the lessor and have the right to apply accruing rentals for the purpose of reimbursing itself for principal expenditure together with interest at six per cent.

Lessor may enter upon the demised premises for the purpose of performing the obligations herein provided, and shall procure, either in lessor's or lessee's name, any and all permits required under existing laws for the construction and/or operation of service station on the demised premises and, upon demand of lessee, shall assign and transfer said permits to lessee in proper form, meeting all requirements of law.

(10) --- Option. Lessor hereby gives the lessee the right and option to purchase the demised premises and all structures and improvements thereon at any time during the term of this lease for the sum of No purchase option could be secured: ----- Dollars (\$------)

In event a part of the premises herein demised is condemned, the amount of damages awarded to the lessor in consequence thereof shall be deducted from the purchase price upon exercise of this option by the lessee.

Lessee's notice of election to purchase shall be sufficient if deposited in the mail addressed to lessor at or before midnight of the day on which option term expires. Lessor shall, when requested by lessee, deliver to lessee complete abstracts of title, upon receipt of which the lessee shall have a reasonable time in which to examine the title and, upon completion of title examinations, if title is found satisfactory, shall tender the purchase price to lessor, and lessor, at time of such tender, shall deliver to the lessee a good and sufficient warranty deed conveying the premises to the lessee free and clear of all encumbrances (including without limiting the foregoing, the rights of dower and/or courtesy).

- (11) Application of Option Purchase Price. In event accruing rentals are insufficient to reimburse lessee for expenditures made by lessee hereunder, and in event lessee exercises the option to purchase the demised premises, lessee may apply such part of the purchase price as is necessary to (a) completely reimburse itself for such expenditures and (b) pay any other indebtedness of lessor to lessee, together with interest at six per cent.
- (12) Approval and Signing by Lessee. This agreement, whatever the circumstances, shall not be binding on the lessee unless and until approved and signed on its behalf by an Executive Officer, Manager (Sales Department) of Assistant Manager (Sales Department).
- (13) Successors and Assigns. This agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors or assigns.

IN WITNESS WHEREOF lessor and lessee have hereunto subscribed their names the day and year

first above written. J. P. Williamson (SEAL)

Witness: Walter W. Goldsmith Witness: J. Stillwell test: Reimhold Hekeler

OT ARK

Assistant Secretary

Lessor THE TEXAS COMPANY (Lessee) By- Norman R. Baker Real Estate Agent

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File

(Acknowledgments)

STATE OF SOUTH CAROLINA)
COUNTY OF CREENVILLE) Personally appeared before me Walter W. Goldsmith (Witness), who being duly sworn, says that he saw the within named J. P. Williamson sign, seal, and as his act and deed deliver the foregoing instrument for the purpose therein mentioned, and that he with I. J. Stillwell (Witness), witnessed the execution thereof. Walter W. Goldsmith (Witness)

> Sworn to before me this 13th. day of Dec. A. D., 1937. E. D. Parker Notary Public in and for South Carolina My Commission expires at the pleasure of the Governor.

(Recorded Mar. 19, 1937) (at 9:00 A. M. (J.H.)