

ARTICLE XVI

NOTICES:

All notices given under this instrument shall be in writing, and may be given either in the statutory method, if any, in the State where the premises are situated, or by depositing the notice in the United States registered mail, postage prepaid, enclosed in an envelope addressed to the party to be notified, at such party's address as shown in this instrument or at any known address of any Lessor, if there be more than one; and the day upon which such notice is so mailed, shall be treated as the date of service. If there be more than one Lessor, notice to any one of them shall constitute notice to all.

ARTICLE XVII.

RIGHTS NOT WAIVED:

Failure of either party to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon the other party imposed, shall not constitute or be construed as a waiver or relinquishment of such party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

The titles identifying the several Articles of this lease are for the purpose of locating readily the various provisions of the lease, and are not to be construed as a part of the text of the lease.

ARTICLE XVIII

S U R V E Y:

Lessor shall immediately furnish Lessee with a legal plat of survey on linen tracing paper prepared by a duly qualified surveyor or civil engineer, showing thereon bounds and elevations, and obstructions.

ARTICLE XVIII- (a)-

ASSIGNMENT OF RENTS:

In the event Lessor shall assign the rents or other charges accruing to Lessor under this lease, it is specifically understood that any such assignment shall be subject to all the terms and conditions of this lease.

ARTICLE XVIII-(b)-

SUBORDINATION OF LIENS:

If, before the recording of this lease in the manner and as provided by law, the demised premises shall be subjected to any lien, whether by way of Mortgage, Deed of Trust, Security Deed, or otherwise, Lessor agrees as a condition of this lease, to secure a subordination of such lien or liens and to cause such subordination agreement to be made a provision or part of any such Mortgage, Deed or Trust, Security Deed, or other instrument.

ARTICLE XIX.

TITLE EXAMINATION:

Lessor shall furnish, without expense to Lessee, an abstract of title prepared by a responsible abstract company showing a good marketable title of record to said real estate or premises in the Lessor in fee simple, free and clear from all liens, defects, charges and all encumbrances whatsoever, save and except liens for taxes and assessments not delinquent. If the Lessor is unable or fails to furnish an abstract prepared by such an abstract company the Lessor agrees that Lessee may cause a title search to be made of the public records of GREENVILLE County, State of SOUTH CAROLINA, for any conveyances and matters pertaining to or affecting the title of Lessor to said real estate or premises and Lessor agrees to reimburse Lessee for any and all actual expenses incurred by Lessee in connection with said title search. In the event said abstract of title or title search of said public records shall not disclose Lessor to be vested with title in said real estate or premises as of the character and quality in this paragraph mentioned, or if before final approval of the Lessor's title by Lessee it shall be found that Lessor is not authorized to enter into said lease and to collect and retain all payments thereunder free and clear of all claims and demands made by any person or parties whomsoever, Lessee may, at its option, cancel and terminate this lease and the same shall become null and void.

This lease shall not be binding upon Lessee until signed on its behalf by its President or a Vice President. All proposals, negotiations, and representations with reference to the matters covered by this lease are merged in this instrument, and no amendment or modification hereof shall be valid unless evidence by a writing signed by such officer.

WITNESS the hands and respective seals of the parties hereto, respectively witnessed or attested, the day and the year first above written.

Signed, sealed and delivered in the presence of:

W. M. Hanlon
C. F. McCullough
As to Lessor

T. J. Muldoon
M. J. Mannarino

As to Lessee.

W. A. Burns (SEAL)
Maggie Pearl Burns (SEAL)
Lessor

SINCLAIR REFINING COMPANY (SEAL)
By J. W. Carnes
Vice President- Lessee

ATTEST:
J. R. Murray
Assistant Secretary

