

12. The Lessor hereby covenants that he is the owner of the said premises or property, building, equipment, etc., above mentioned, or that he has a valid and subsisting lease of said property, with authority to make the lease herein contemplated; if Lessee of said property, a copy of the lease with the owner is hereto attached which is certified to be correct and in effect. Lessor further expressly covenants and warrants that he has not sold, assigned, leased, or otherwise encumbered the property to any other person or oil company for any part of the term contemplated in this agreement, and that he will deliver full and complete possession of said property as of the effective date of this instrument.

Executed in duplicate, the day and year first above written.

Witness: W. L. Kerr.  
H. W. Stinespring.  
H. W. Stinespring.

P. S. Hamby, Lessor (SEAL)  
Mrs. P. S. Hamby, (SEAL)  
Wife of Lessor

Frank B. Foster, Jr.  
W. Evan Craigie.

The Atlantic Refining Company,  
By: R. D. Leonard, J. B. R.  
Vice President.

Attest: E. R. Cox. Secretary.



State of South Carolina,  
County of Greenville ss

Personally appeared before me H. W. Stinespring, who, being duly sworn, says that he saw the within named P. S. Hamby and Mrs. P. S. Hamby, his wife, sign, seal, and as their several acts and deeds, deliver the foregoing instrument for the purposes therein named and that he, with W. L. Kerr, witnessed the execution thereof.

I do hereby certify unto all whom it may concern that Mrs. P. S. Hamby, wife of the within named P. S. Hamby did this day appear before me and, upon being privately and separately examined by me did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named, The Atlantic Refining Company, its successors and assigns, all her interest and estate, and also her right and claim of dower of, in or to all and singular the premises within named and released.

Sworn to before me and this Certificate given under my hand and seal, this 1st day of October 1931,

H. W. Stinespring.  
W. L. Kerr,



Loura A. Stinespring.

Notary public, My commission expires at will of the Governor.

State of Pennsylvania,  
County of Philadelphia. ss

Personally appeared before me W. Evan Craigie who, being duly sworn, says that he saw the corporate seal of The Atlantic Refining Company affixed to the foregoing instrument and that he also saw R. D. Leonard, Vice President, and E. R. Cox, Secretary (or Assistant Secretary) of said Corporation, sign, and attest the same and that he, with Frank B. Foster, Jr., witnessed the execution and delivery thereof as the act and deed of the said Corporation.

Sworn to before me this 8 day of December 1931.

Frank B. Foster, Jr.  
W. Evan Craigie.



Daniel C. Thompson,  
Notary Public, My com. Expires March 7, 1935.

OWNER CONSENT.

The undersigned, owner of the premises described in the above lease, hereby consents thereto, and agrees with The Atlantic Refining Company that it may install upon said premises such additional equipment as it may deem necessary, and that it may enter upon said premises and remove therefrom any and all pumps, tanks, connections, improvements, and equipment placed thereon by it, at any time within 15 days after the expiration placed thereon by it, at any time within 15 days after the expiration of the then current term of Lessor's lease of said premises. The undersigned further agrees that should the tenant (Lessor in the foregoing agreement), make default in the payment of rent reserved in the lease with the undersigned, then, and in that event, the owner shall give notice in writing to The Atlantic Refining Company of such default, and agrees that said The Atlantic Refining Company, may, at its option, pay such rental to the undersigned, and thereby become subrogated and succeed to all the rights and privileges of the Lessee under said lease agreement.

Witness: H. W. Stinespring.

M. D. Fowler.  
Owner.