

deed, a good and marketable title to said premises free and clear of all liens and encumbrances except

which a reputable title company will insure as such at regular rates. The deed shall be delivered and the title closed on the thirtieth (30th) day after the giving of notice of exercise of this option unless the same be a Sunday or legal holiday, in which case on the next business day thereafter, unless the date of the closing is subsequently extended by mutual agreement. All taxes, rents, sewer and water rents, assessments and insurance premiums, if Lessee shall elect to take over existing policies, shall be apportioned as of the date of the closing of the title. Between the time of the giving of notice of exercise of this option and the time of closing title, risk of loss, damage, condemnation or destruction of the premises or improvements thereon by fire or otherwise shall be on the Lessor provided, however, that Lessor shall maintain such insurance as is then in force for the protection of the parties as their interests appear, and if title is closed all rights therein of Lessor shall be assigned to Lessee. In the event of the exercise of this option time shall be of the essence and tender of the purchase price and tender of the deed shall be waived.

LIABILITY

(15) Lessee covenants and agrees to indemnify and save Lessor harmless from any and all claims, demands, suits, actions, judgments and recoveries for or on account of damage or injury (including death) to property or person of Lessee, its agents, servants or other party or parties caused by or due to the fault or negligence of Lessee, its sublessee and assigns in the operation of the service station.

NOTICES

(16) All notices required or permitted to be given by this lease shall be deemed to be properly given if delivered in writing personally or sent by registered mail to the Lessor or to the Lessee as the case may be at the addresses set forth above, or to such other address as may be furnished by either party to the other in writing. The date of mailing shall be deemed the date of giving such notice.

HOLDOVER TENANCY

(17) If Lessee holds over the premises herein described beyond the determination by limitation of the term herein created, or any extension thereof, or any renewal of this lease pursuant to the terms hereof, without first having renewed or extended this lease by written agreement, such holding over shall not be considered as a renewal or extension of this lease except on a month-to-month basis.

QUIET ENJOYMENT

(18) Lessor covenants that Lessee on paying said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said leased property for the term aforesaid, subject to the provisions hereof.

The covenants and agreements herein contained shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

\* J. D. Garcia Witness Frances Cuzts Williams Lessor
\* Janita Hunsinger Witness Wife (Husband) of Lessor
\* J. C. Beck ESSO STANDARD OIL COMPANY Lessee
\* J. Williams, Jr. Witness By J. P. Goddard (S) Asst. Division Manager

\* Note—All blank spaces to be filled in prior to execution.

(Incorporate here the acknowledgment of the Lessor in the statutory form of the state where the leased property is situated.)

STATE OF SOUTH CAROLINA
COUNTY OF

Personally appeared before me J. D. Garcia, who being duly sworn says that he saw Frances Cuzts Williams sign, seal and as his act and deed deliver the foregoing instrument for the purposes mentioned therein and that he with Janita Hunsinger witnessed the execution of the same.

SWORN to before me this
5th day of Nov 1948
J. Williams
Notary Public for South Carolina

J. D. Garcia
(over)