

...of 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 a regular practice. 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 date of the giving of notice of exercise of this option and the time of closing. The risk of loss, damage, condemnation or destruction of the premises or improvements thereon by fire or other wise 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 an agent or broker of Lessor shall be assigned to Lessee. In the event of the exercise of this option the purchase price of the premises shall be the purchase price of the premises as stated in the deed.

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 termination 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 have duly executed this Agreement and affixed their respective seals thereto the day and year above written.

Mary R. Willimon
Witness

Geo. E. Willimon
Witness

Witness

Witness

Witness

Witness

Witness

H.H. Raines
Witness

L.W. Ingram
Witness

Rayward Willimon (L.S.)
Lessor

R. J. Willimon (L.S.)
Husband of Lessor

Lessor (L.S.)

Wife (Husband) of Lessor (L.S.)

Lessor (L.S.)

Wife (Husband) of Lessor (L.S.)

Lessor (L.S.)

Wife (Husband) of Lessor (L.S.)

ESSO STANDARD OIL COMPANY
By *J. L. Hillier, Jr.* (L.S.)
Assistant Division Manager

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

See over for "Acknowledgment of the Lessor"