

MUTUAL CANCELLATION AGREEMENT

BOOK 634 PAGE 59

150 8141 Mail SEP 11 1959

This Agreement, entered into this 11 day of SEPTEMBER, 1959, by and between Walter W. Goldsmith, a single man, Betty Jane Goldsmith, J. Morgan Goldsmith, as Guardian for M. Anderson of Goldsmith, Paul Goldsmith, as Lessor (whether one or more) and 35 W. McBee Ave., Greenville, South Carolina, as Lessee: Witnesseth:

PHILLIPS PETROLEUM COMPANY, a Delaware corporation having an operating office in Bartlesville, Oklahoma, as Lessee: Witnesseth: In consideration of the mutual release by each party of the obligations imposed upon the other, and of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agrees that that certain S.S. Lease dated June 28, 1955 and recorded in Volume 534, Page 237, of the R.M.C. Office records of Greenville County, State of South Carolina, covering the following described premises in said county and state, to-wit: "All that parcel of land situate in Greenville County, South Carolina known as a

portion of Lot 25 Sans Souci Heights recorded in the R. M. C. office, Greenville, South Carolina, Plat Book W, Page 155 and Plat Book Y, Page 25, described on a plat by Madison H. Woodward Reg. Engr. in July 1955, and having the following metes and bounds:

Beginning at an iron pin at the Northwest Corner of the intersection Buncombe Road (U.S. 25 North) and Woodland Drive and running along the North side of Woodland Drive South 78-34 West 90.3' to an iron pin at the intersection of Tindal Road; thence with Tindal Road, N 13-57 West 81.3' to an iron pin; thence still with Tindal Road N 17-12 W, 77.3' to an Iron pin; thence still with Tindal Road N 2-52 W, 27.5' to an iron pin at the intersection of Buncombe Road; thence with Buncombe Road S. 39-10 E, 209.3' to point of beginning."

The above is a portion of that same parcel of land conveyed to W. D. and Mary Ida Friddle, grantees, by Ben F. Perry, grantor on March 17, 1952 and recorded in deed book 453, Page 176, this portion being the remainder of the above lot which is exclusive of the rights of way of New Buncombe Road, (U. S. Route 25), Woodland Drive, and, Tindal Road, and is subject to all provisions as recorded in the above deed, the original plat of which was prepared by W. J. Riddle, surveyor in March 1950 and recorded in the R.M.C. Office, Greenville, S. C., Flat Book W P. 155 and Flat Book Y P. 25.

and that certain Lease Agreement of the same date referred to in said S.S. Lease, between the parties hereto, are hereby cancelled effective the 3d day of September, 1959.

It is agreed that any and all rights, obligations, claims and duties arising out of the existence or performance of said agreements are hereby terminated, cancelled, liquidated, and released as of said date, except None.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals the day and year first above written.

WITNESSES:

W. L. Kearns (witness signature)

Paul S. Goldsmith (witness signature)
Betty Jane Goldsmith (witness signature)
Walter W. Goldsmith (witness signature)
M. Anderson (witness signature)
J. Morgan Goldsmith (witness signature)
PHILLIPS PETROLEUM COMPANY (witness signature)
LESSORS.

ATTEST:

W. L. Kearns (attest signature)
Assistant Secretary

By Rayburn L. Foster (attest signature)
Vice President

LESSEE

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