

trade fixtures as they may place on the premises and well pump, provided that all rentals have been properly paid and all other terms of this lease have been complied with. It is understood that the Lessor shall not be required to replace any of the personal property herein leased, if any of same should become worn out or destroyed by fire or other hazard.

Lessees covenant and agree that the premises shall not be sublet, or this lease sold or assigned without consent of the Lessor, in writing. They also agree that no sales shall be made on the premises on Sundays and that no alcoholic beverages shall be sold or dispensed on the premises; that the premises shall be used only for the purposes herein mentioned, that no unlawful or offensive use of the premises shall be allowed.

Lessees covenant and agree that they alone shall be responsible and liable to any persons employed on the premises, or any member of the public, growing out of the use and maintenance of the premises, and that they will protect and save harmless the Lessor against any claims for injuries or other damages resulting from, or alleged to result from the use and occupancy of the premises, including the costs of defending any such claims.

Should the building on the premises be destroyed or damaged by fire or other hazard, the Lessor binds himself to restore the same in substantially its former condition within a reasonable time, and during such time as the building is untenable, or partially so, the rental herein provided shall be abated or reduced in a just and reasonable manner, if partially tenable.

It is agreed that the Lessor shall keep the taxes paid on the real estate herein leased, and that the Lessees shall pay all taxes to become due on the fixtures covered by this lease. (It is recognized that all gasoline and oil fixtures are property of the Texas Oil Company).

This lease shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors or assigns.

IN WITNESS WHEREOF we have affixed our respective hands and seals, this the 24th day of September, 1955.

Signed, sealed and delivered in the presence of:

Amel M. Hawkins  
H. L. Cannon

A. R. Jenkins SEAL.  
LESSOR  
Ralph Pearson SEAL.  
H. L. Cannon SEAL.  
LESSEES

STATE OF SOUTH CAROLINA :  
COUNTY OF GREENVILLE :

Personally appeared before me H. L. Cannon and made oath that he saw the within named A.R. Jenkins, Lessor, and Ralph Pearson and A.L. Cannon, Lessees, sign, seal, and as their respective act and deed deliver the within written Lease and Rental Contract, and that he with Amel M. Hawkins witnessed the execution thereof.

Sworn to before me this the 24th day of September, 1955.

Amel M. Hawkins SEAL.  
Notary Publf for S.C.

Recorded December 28th, 1955 at 2:16 P.M. #33290